



CRNA GORA
UPRAVA PRIHODA I CARINA
SEKTOR ZA USLUGE I REGISTRACIJU
CENTRALNI REGISTAR PRIVREDNIH SUBJEKATA

Broj: 5 - 1067066 / 002

U Podgorici, dana 06.11.2023.godine

Uprava prihoda i carina - Centralni registar privrednih subjekata u Podgorici, na osnovu članova 319, 320, 321 i 323 Zakona o privrednim društvima ("Sl.list CG", br. 065/20), rješavajući po prijavi za registraciju promjene društva sa ograničenom odgovornošću DRUŠTVO SA OGRANIČENOM ODGOVORNOŠĆU "VJETRO PARK BIJELA" PODGORICA, broj 385764 podnijetoj dana 02.11.2023. u 09:45:51, preko

Ime i prezime: MILICA IRIĆ

donosi

RJEŠENJE

Registruje se promjena podataka za privredni subjekat DRUŠTVO SA OGRANIČENOM ODGOVORNOŠĆU "VJETRO PARK BIJELA" PODGORICA - registarski broj 5 - 1067066, PIB 03476634, i to:

Statut:

Briše se: Statut od 26.09.2022.

Registruje se - upisuje se: Statut od 12.10.2023.

Kontakt:

Briše se: Telefon: +38269080708
E-mail: oie.podgorica@gmail.com

Registruje se - upisuje se: Telefon: +971 4 529 8324
E-mail: ecasari@alcazarenergy.com

Osnivač:

Briše se: D.O.O. "SISTEM - MNE" ZA PROIZVODNJU, PROMET I USLUGE,
EXPORT-IMPORT - PODGORICA
MB/JMBG/BR.PASOŠA: 02919460,
Udio: 50%

DRUŠTVO ZA PROIZVODNJU, PROMET I USLUGE "SIMES
INŽENJERING" D.O.O. PODGORICA
MB/JMBG/BR.PASOŠA: 02319977,
Udio: 50%

Preuzela Milica Irić
09.11.2023

Ustav

Ovlašćenje

Registruje se - upisuje se: "ALCAZAR ENERGY PARTNERS II HOLDCO LIMITED"
MB/JMBG/BR. PASOŠA: 14671727 VELIKA BRITANIJA
Adresa: 1 BARTHOLOMEW LANE LONDON VELIKA BRITANIJA
Udio: 100%



Izvršni direktor:

Briše se:

SLAVEN MILIĆ

grupa

Registruje se - upisuje se: ENRICO CASARI

registrov

pravno

tačnosti

Podnosi

Ograničeno

Određba

Ovlašćenja u prometu: Ograničeno - U skladu sa članom 10 stav 5

Statuta

Ovlašćen da djeluje: Kolektivno (Ovlašćenim zastupnikom)

Ovlašćeni zastupnik:

Briše se:

LIUBIŠA BOŠKOVIĆ

dokument

Registruje se - upisuje se: MIGUEL ANTONIO HIGUERA DIAZ

to: ako

kompletna

privredne

propisani

Određba

registrov

pravne po

tačnosti

Ovlašćenja u prometu: Ograničeno - U skladu sa članom 10 stav 5

Statuta

Ovlašćen da djeluje: Kolektivno (sa direktorom društva)

Obrazloženje

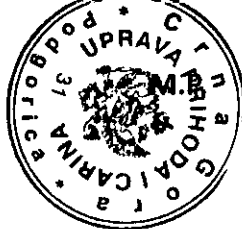
Podnosilac je dana 02.11.2023 u 09:45:51 podnio prijavu za registraciju promjene društva sa ograničenom odgovornošću VJETRO PARK BIJELA DOO.

Odredbama člana 319 preciziran je način registracije u CRPS. Stavom 1 ovog člana je predviđeno da se registracija u CRPS vrši na osnovu registracione prijave ili po službenoj dužnosti. Odredbama člana 320 predviđeno je dostavljanje registracione prijave i prateće dokumentacije. Odredbama člana 321 uređuje se postupak registracije u CRPS. Istim članom, stav 4 su precizirani slučajevi kada nadležni organ za registraciju odbija prijavu za registraciju i to: ako su podaci unijeti u registracionu prijavu nepotpuni, ako uz prijavu nije dostavljena kompletna dokumentacija, ako je pod istim nazivom registrovan neki drugi oblik obavljanja privredne djelatnosti i ako je ispunjen poseban uslov za odbijanje zahtjeva za registraciju propisan drugim zakonom.

Odredbama člana 323 propisano je da nadležni organ za registraciju obezbjeđuje da podaci registrovani u CRPS budu istovjetni sa podacima iz registracione prijave. Lica koja zaključuju pravne poslove sa registrovanim privrednim društvima i preduzetnicima snose rizik utvrđivanja tačnosti podataka sadržanih u registru za njihove potrebe. Rješavajući po predmetnoj prijavi, obzirom da su ispunjeni Zakonom propisani uslovi, odlučeno je kao u dispozitivu rješenja. Visina naplaćene naknade za registraciju propisana je članom 322 Zakona o privrednim društvima ("Sl.list CG", br. 065/20).

Samostalni savjetnik III

Filip Vukčević



Načelnica

Sanja Bojanić

Pravna pouka:

Protiv ovog rješenja može se izjaviti žalba Ministarstvu finansija CG u roku od 15 dana od dana prijema Rješenja. Žalba se predaje preko ovog organa i taksira administrativnom taksom u iznosu od 8, 00 EUR, shodno Tarifnom broju 5 Taksene tarife za administrativne takse. Taksa se upućuje u korist računa 832-3161017-60-Administrativna taksa. Žalba ne odlaže izvršenje Rješenja.



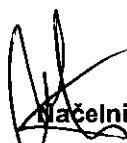
CRNA GORA

UPRAVA PRIHODA I CARINA
CENTRALNI REGISTAR PRIVREDNIH SUBJEKATA
U Podgorici, dana 6.11.2023

**OGLAS
ZA OBJAVLJIVANJE U SLUŽBENOM LISTU CRNE GORE**

Dana 06.11.2023, pod registarskim brojem 5-1067066/002 CRPS u Podgorici upisao je sljedeće podatke: Promjenu podatka društva DRUŠTVO SA OGRANIČENOM ODGOVORNOŠĆU "VJETRO PARK BIJELA" PODGORICA. Ugovorom od 2809.2023.godine i Statutom od 12.10.2023.godine mijenja se osnivač. Odlukom od 12.10.2023.godine mijenja se izvršni direktor i ovlašćeni zastupnik. Dokumenta koja sadrže navedene podatke nalaze se u CRPS-u.




Načelnica
Sanja Bojanić

IZVOD IZ CENTRALNOG REGISTRA PRIVREDNIH SUBJEKATA UPRAVE PRIHODA I CARINA

Registarski broj 5 - 1067066 / 001

Datum registracije: 03.10.2022.

PIB: 03476634

DRUŠTVO SA OGRANIČENOM ODGOVORNOŠĆU "VJETRO PARK BIJELA" PODGORICA

Broj važeće registracije: /001

Skraćeni naziv: VJETRO PARK BIJELA DOO
Telefon: +38269080708
eMail: oie.podgorica@gmail.com
Web adresa:
Datum zaključenja ugovora: 26.09.2022.
Datum donošenja Statuta: 26.09.2022.
Adresa glavnog mjesta poslovanja: ULICA SLOBODE BR. 78 PODGORICA
Adresa za prijem službene pošte: ULICA SLOBODE BR. 78 PODGORICA
Adresa sjedišta: ULICA SLOBODE BR. 78 PODGORICA
Pretežna djelatnost: 3511 Proizvodnja električne energije
Obavljanje spoljno-trgovinskog poslovanja: DA
Oblik svojine: Privatna
Porijeklo kapitala: Domaći
Upisani kapital: 1,00Euro (Novčani 1,00Euro, nenovčani 0,00Euro)

OSNIVAČI:

D.O.O. "SISTEM - MNE" ZA PROIZVODNJU, PROMET I USLUGE, EXPORT-IMPORT - PODGORICA
02919460

Uloga: Osnivač

Udio: 50% Adresa: SLOBODE 78 PODGORICA

DRUŠTVO ZA PROIZVODNJU, PROMET I USLUGE "SIMES INŽENJERING" D.O.O. PODGORICA

07319977

Uloga: Osnivač

Udio: 50% **Adresa:** BULEVAR SVETOG PETRA CETINJSKOG 118/5 PODGORICA

LICA U DRUŠTVU:

LIJUDIŠA DOŠKOVIĆ

Uloga:

Adresa:

Uloga: Ovlašćeni zastupnik

Ovlašćenja u prometu: Ograničeno (Ovlašćeni zastupnik zastupa društvo i raspolaže imovinom i računom društva pojedinačno do iznosa od 10,000€ (slovima: deset hiljada eura). Izvršni direktor zastupa društvo i raspolaže imovinom i računom društva ograničeno i kolektivno na način da su za punovažnost poslova i/ili transakcija koje prelaze iznos od 10,000€ (slovima: deset hiljada eura), obavezni potpisi Ovlašćenog zastupnika i Izvršnog direktora.)

Ovlašćen da djeluje: KOLEKTIVNO (Sa članovima organa upravljanja,)

SLAVEN MILIĆ

Adresa:

Uloga: Izvršni direktor

Ovlašćenja u prometu: Ograničeno (Izvršni direktor zastupa društvo i raspolaže imovinom i računom društva pojedinačno do iznosa od 10,000€ (slovima: deset hiljada eura). Izvršni direktor zastupa društvo i raspolaže imovinom i računom društva ograničeno i kolektivno na način da su za punovažnost poslova i/ili transakcija koje prelaze iznos od 10,000€ (slovima: deset hiljada eura), obavezni potpisi Izvršnog direktora i Ovlašćenog zastupnika.)

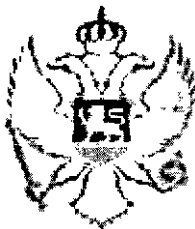
Ovlašćen da djeluje: KOLEKTIVNO (Sa članovima organa upravljanja,)

Izdato: 02.11.2023 godine u 09:36h

MP

Načelnica

Sanja Bojanić



CRNA GORA

UPRAVA PRIHODA I CARINA

CENTRALNI REGISTAR PRIVREDNIH SUBJEKATA

Broj predmeta: 385764

POTVRDA O PREDATIM DOKUMENTIMA

Potvrđuje se da je MILICA IRIĆ dostavio-la dokument za Promjena društva sa ograničenom odgovornošću – DOO - VJETRO PARK BIJELA DOO - DRUŠTVO SA OGRANIČENOM ODGOVORNOŠĆU iz PODGORICA, registarski broj:51067066 sa sljedećim prilogima:

Punomoćje

Rešenje Agencije za privredne registre za osnivača

Ugovor o promjeni Osnivača

Statut društva

Odluka o promjeni izvršnog direktora

Odluka o promjeni ovlašćenog zastupnika.

Saglasnost

Kopija pasoša

Obrazac

Dokaz o uplaćenju naknadi za objavljivanje podataka u "Službenom listu Crne Gore"

Dokaz o uplaćenju naknadi za upis u CRPS

Datum prijema dokumentacije: 2.11.2023. god.

Podnosilac prijave

Milica Irić

Dokument primio/la

Magdalena Peruničić, Samostalna referentkinja

M.P.

Uputstvo za praćenje prijave: Prijava se može pratiti putem sajta www.crps.me odabirom stavke menija PRETRAGA REGISTRA, zatim PRETRAGA PREDMETA. U ponuđena polja unijeti broj predmeta i datum prijema dokumentacije i kliknuti dugme TRAŽI. Ukoliko je prikazan status **OBRAĐEN** rješenje se može preuzeti. Broj kontakt telefona CRPS-a: +38220230858.

CRPS

Jedinstvena prijava za registraciju privrednih subjekata i ostalih oblika obavljanja privredne djelatnosti

1. PODNOSILAC PRIJAVE¹

Prijavu podnosi:	1.1. Zastupnik	x	1.2. Punomoćnik	1.3. Prokurista
1.1.1. JMB ² /ID li	1.2. Država			
1.1.3. IME	Milica Iric		1.1.4. PREZIME	Andrijašević
1.1.5. Ulica i broj				
1.1.7. Opština				
1.1.9. Telefon	020230396	1.1.10. e-mail:	Milica.Iric@bdkadvokati.com	

2. VRSTA REGISTRACIJE u CRPS

2.1. Osnivanje	x	2.2. Promjena	2.3. Brisanje	2.4. Rezervacija naziva
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3. REGISTRACIJA U DRUGIM REGISTRIMA

3.1. Registar poreskih obveznika	
3.2. Registar obveznika na dodatnu vrijednost	3.3. Carinski registar
3.4. Registar uprave za inspekcijske poslove (tržišna inspekcija)	3.5. Opštinski organ uprave nadležan za poslove privrede
3.6. Registar stanovnika	

4. OSNOVNI PODACI O SUBJEKTU KOJI JE PREDMET REGISTRACIJE

Oblik organizovanja

x	DOO	PREDUZETNIK	AD	KD	DIO STRANOG DRUŠTVA	USTANOVA	OD
	NVO	ZADRUGA	KOOPERATIVA	INVESTICIONI FOND	PODRUŽNICA	OSTALO	

4.1. Puni naziv društva	"VJETRO PARK BIJELA" DOO PODGORICA		
4.2. Skraćeni naziv	"VJETRO PARK BIJELA" DOO		
4.3. PIB:	03476634	4.4. Registarski broj:	51067066
4.5. Alternativni naziv / trgovački naziv ³ / naziv podružnice			
4.6. Novi naziv društva:			
4.7. Broj Rješenja CRPS-a za rezervisani naziv			

4.5. ADRESA UPRAVE – SJEDIŠTA DRUŠTVA

4.5.1. Ulica i broj:	ULICA SLOBODE BR. 78		
4.5.2. Mjesto:	Podgorica	4.5.3. Opština:	Podgorica
4.5.4. Država:	Crna Gora		

4.6. ADRESA ZA PRIJEM SLUŽBENE POŠTE

4.6.1. Ulica i broj:	ULICA SLOBODE BR. 78		
4.6.2. Mjesto:	Podgorica	4.6.3. Opština:	Podgorica
4.6.4. Država:	Crna Gora		

4.7. ADRESA GLAVNOG MJESTA POSLOVANJA

4.7.1. Ulica i broj:			
4.7.2. Mjesto:		4.7.3. Opština:	Podgorica
4.7.4. Država:			

¹Obavezno za sveo blike privrednih subjekata²Za strano fizičko lice unijeti broj pasoša ili drugog identifikacionog dokumenta i državu izdavanja³Obavezno za preduzetnike/diostranog društva

4.8. KONTAKT:			
4.8.1. Telefon/fax:		+971 4 529 8324	
4.8.2. E-mail adresa:		ecasari@alcazarenergy.com	4.8.3. web adresa:
4.9. PRETEŽNA DJELATNOST⁴			
3	5	1	1
Proizvodnja električne energije			
4.9.1. Nova pretežna djelatnost ⁵ :			
5. REGISTRACIJA OSNIVANJA/PROMJENE - PRIVREDNI SUBJEKT⁶			
NASTANAK			
Osnivanje		Spajanje	
Podjela		Na drugi način	
5.1. Rok na koji se društvo osniva (upisati broj mjeseci)			
5.2. Datum donošenja statuta		12.10.2023.	
5.3. Datum zaključenja Ugovora ili odluke o osnivanju			
5.4. Ukoliko je subjekt prethodno registrovan/licenciran kod druge državne institucije navesti kod koje			
5.5. Broj Rješenja pod kojim je registrovan		Datum Rješenja	
6. OBLIK SVOJINE			
Privatna		Zadružna	
Dva ili više oblika svojine		Državna	
7. SPOLJNO-TRGOVINSKI PROMET:			
Da		Ne	
8. KAPITAL			
8.1. Porijeklo kapitala			
Domaći	x	Strani	Mješoviti
8.2. Podaci o osnovnom kapitalu			
8.2.1. Osnivački kapital		8.2.2. Povećanje	8.2.3. Smanjenje
Osnovni kapital	Početni osnivački kapital	Iznos promjene kapitala	Kapital nakon promjene
Ukupno (novčani + nenovčani)	€	€	€
novčani – iznos	€	€	€
nenovčani – iznos	€	€	€

*Šifarnik

Pod krivičnom i materijalnom odgovornošću izjavljujem da su podaci navedeni u prijavi tačni i potpuni.

Javio/br. pasosa:

Datum: 02.11.2023

Milica Ivić
Potpis podnosioca/prijava

djelatnosti dostupan na šalteru CRPS-a

⁵ Popunja se ukoliko se mijenja pretežna djelatnost

⁶ Popunjavaju osnivači akcionarskog, ortačkog, komanditnog društva, društva sa ograničenom odgovornošću, nevladinih organizacija, ustanovi i zadruge

5. LICE U DRUŠTVU		Imenovanje		Promjena	X	Prestanak
9.1. MB / JMB:		02919460		*za strano fizičko lice unijeti broj pasoša *za strano pravno lice unijeti broj registracije u matičnom registru * ID lica		
9.2 NAZIV/ IME		D.O.O. "SISTEM - MNE" ZA PROIZVODNJU, PROMET I USLUGE, EXPORT-IMPORT - PODGORICA		PREZIME		
9.3 Pol		☐ Muški ☐ Ženski		9.4. Datum rođenja		
9.5. ADRESA						
9.5.1. Ulica i broj		SLOBODE 78		*Državljanstvo		
9.5.2. Opština		Podgorica		Mjesto:		Podgorica
9.5.3 Država		Crna Gora		*Zanimanje		(za članove upravnog odbora,,odbora direktora i nadzrn.odbora)
6. ULOGA: (odabrati jednu od ponuđenih)						
x	Osnivač			Izvršni direktor		
	Član DOO			Direktor		
	Ortak			Predsjednik organa upravljanja		
	Komanditor			Član nadzornog odbora		
	Komplementar			Član odbora direktora		
	Zadugar			Član upravnog odbora		
	Preduzetnik			Član odbora za reviziju		
	Poslovođa			Sekretar društva		
	Prokurista			Ovlašćeni zastupnik		
	Revizor			Lice koje predstavlja podružnicu		
	Likvidator			Lice koje odgovara		
	Drugo (*upisati ako je drugačije od ponuđenog)					
10.1. UDIO (*Popuniti ukoliko je odabrana uloga osnivač, člana, ortaka)				50		%
10. 2. Ovlašćenja u prometu		Neograničena		Ograničena		
						*Unijeti opis ograničenja
10.3. Ovlašćen da djeluje		Pojedinačno		Kolektivno		Članovima organa upravljanja
						*Upisati sa kim, ako je kolektivno
						Sekretarom društva
						Direktorom društva
						**Upisati ako je drugačije od ponuđenog
						Saglasnost sa imenovanjem
Potpis						

Pod krivičnom i materijalnom odgovornošću izjavljujem da su podaci navedeni u prijavi tačni i potpuni.

JMBG/bf.pasosa:

Datum: _____

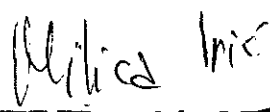
Potpis podn

5. LICE U DRUŠTVU		Imenovanje		Promjena	x	Prestanak
9.1. MB / JMB:	02319977			*za strano fizičko lice unijeti broj pasoša *za strano pravno lice unijeti broj registracije u matičnom registru * ID lica		
9.2 NAZIV/ IME	DRUŠTVO ZA PROIZVODNJU, PROMET I USLUGE "SIMES INŽENJERING" D.O.O.			PREZIME		
9.3 Pol		Muški		Ženski	9.4. Datum rođenja	
9.5. ADRESA						
9.5.1. Ulica i broj	BULEVAR SVETOG PETRA CETINJSKOG 118/5			*Državljanstvo		
9.5.2. Opština	Podgorica			Mjesto:	Podgorica	
9.5.3 Država	Crna Gora			*Zanimanje	(za članove upravnog odbora,,odbora direktora i nadzrn.odbora)	
6. ULOGA: (odabrati jednu od ponuđenih)						
x	Osnivač			Izvršni direktor		
	Član DOO			Direktor		
	Ortak			Predsjednik organa upravljanja		
	Komanditor			Član nadzornog odbora		
	Komplementar			Član odbora direktora		
	Zadrukar			Član upravnog odbora		
	Preduzetnik			Član odbora za reviziju		
	Poslovođa			Sekretar društva		
	Prokurista			Ovlašćeni zastupnik		
	Revizor			Lice koje predstavlja podružnicu		
	Likvidator			Lice koje odgovara		
	Drugo (*upisati ako je drugačije od ponuđenog)					
10.1. UDIO (*Popuniti ukoliko je odabrana uloga osnivač,člana, ortaka)				50	%	
10. 2. Ovlašćenja u prometu		Neograničena		Ograničena		
*Unijeti opis ograničenja						
10.3. Ovlašćen da djeluje		Pojedinačno		Kolektivno		Članovima organa upravljanja
*Upisati sa kim, ako je kolektivno **Upisati ako je drugačije od ponuđenog						Sekretarom društva
						Direktorom društva
Saglasnost sa imenovanjem						
Potpis						

Pod krivičnom i materijalnom odgovornošću izjavljujem da su podaci navedeni u prijavi tačni i potpuni.



Datum: _____


 Potpis počinje: _____

5. LICE U DRUŠTVU			Imenovanje	X	Promjena		Prestanak
9.1. MB / JMB:		14671727			*za strano fizičko lice unijeti broj pasoša *za strano pravno lice unijeti broj registracije u matičnom registru * ID lica		
9.2 NAZIV/ IME		ALCAZAR ENERGY PARTNERS II HOLDCO LIMITED			PREZIME		
9.3 Pol			Muški		Ženski	9.4. Datum rođenja	
9.5. ADRESA							
9.5.1. Ulica i broj		1 Bartholomew Lane			*Državljanstvo		
9.5.2. Opština		London			Mjesto:		London
9.5.3 Država		Velika Britanija			*Zanimanje		(za članove upravnog odbora,,odbora direktora i nadzrn.odbora)
6. ULOGA: (odabrati jednu od ponuđenih)							
x	Osnivač				Izvršni direktor		
	Član DOO				Direktor		
	Ortak				Predsjednik organa upravljanja		
	Komanditor				Član nadzornog odbora		
	Komplementar				Član odbora direktora		
	Zadugar				Član upravnog odbora		
	Preduzetnik				Član odbora za reviziju		
	Poslovođa				Sekretar društva		
	Prokurista				Ovlašćeni zastupnik		
	Revizor				Lice koje predstavlja podružnicu		
	Likvidator				Lice koje odgovara		
	Drugo (*upisati ako je drugačije od ponuđenog)						
10.1. UDIO (*Popuniti ukoliko je odabrana uloga osnivač,člana, ortaka)					100	%	
10. 2. Ovlašćenja u prometu		x	Neograničena		Ograničena		
					*Unijeti opis ograničenja		
10.3. Ovlašćen da djeluje		x	Pojedinačno		Kolektivno	Članovima organa upravljanja	
					*Upisati sa kim, ako je kolektivno		
					Sekretarom društva		
					Direktorom društva		
					**Upisati ako je drugačije od ponuđenog		
					Saglasnost sa imenovanjem		
					Potpis		

Pod krivičnom i materijalnom odgovornošću izjavljujem da su podaci navedeni u prijavi tačni i potpuni.

[Redacted Signature]

Datum: _____

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 Potpis podno...
 [Redacted Signature]

5. LICE U DRUŠTVU		Imenovanje		Promjena	x	Prestanak
9.1. MB / JMB:				*za strano fizičko lice unijeti broj pasoša *za strano pravno lice unijeti broj registracije u matičnom registru * ID lica		
9.2 NAZIV/ IME		Ljubiša		PREZIME	Bošković	
9.3 Pol	x	Muški	Ženski	9.4. Datum rođenja		
9.5. ADRESA						
9.5.1. Ulica i broj				*Državljanstvo		
9.5.2. Opština						
9.5.3 Država				odborništvo, odbora, odbora)		
6. ULOGA: (odabrati jednu od ponuđenih)						
	Osnivač			Izvršni direktor		
	Član DOO			Direktor		
	Ortak			Predsjednik organa upravljanja		
	Komanditor			Član nadzornog odbora		
	Komplementar			Član odbora direktora		
	Zadrugar			Član upravnog odbora		
	Preduzetnik			Član odbora za reviziju		
	Poslovođa			Sekretar društva		
	Prokurista			x	Ovlašćeni zastupnik	
	Revizor			Lice koje predstavlja podružnicu		
	Likvidator			Lice koje odgovara		
	Drugo (*upisati ako je drugačije od ponuđenog)					
10.1. UDIO (*Popuniti ukoliko je odabrana uloga osnivač, člana, ortaka)				%		
10. 2. Ovlašćenja u prometu		Neograničena		Ograničena		
*Unijeti opis ograničenja						
10.3. Ovlašćen da djeluje		x	Pojedinačno	Kolektivno		Članovima organa upravljanja
*Upisati sa kim, ako je kolektivno					Sekretarom društva	
					Direktorom društva	
**Upisati ako je drugačije od ponuđenog						
Saglasnost sa imenovanjem						
Potpis						

Pod krivičnom i materijalnom odgovornošću izjavljujem da su podaci navedeni u prijavi tačni i potpuni.

JMB/br.pasoša:

Datum: _____

Potpis podnosioca prijave

5. LICE U DRUŠTVU		Imenovanje		Promjena	x	Prestanak
9.1. MB / JMB:				*za strano fizičko lice unijeti broj pasoša *za strano pravno lice unijeti broj registracije u matičnom registru * ID lica		
9.2 NAZIV/ IME		Slaven		PREZIME	Milić	
9.3 Pol	x	Muški		Ženski	9.4. Datum rođenja	
9.5. ADRESA						
9.5.1. Ulica i broj				*Državljanstvo		
9.5.2. Opština				Mjesto:		
9.5.3 Država				*Zanimanje	(za članove upravnog odbora,,odbora direktora i nadzrn.odбора)	
6. ULOGA: (odabrati jednu od ponuđenih)						
	Osnivač	x	Izvršni direktor			
	Član DOO		Direktor			
	Ortak		Predsjednik organa upravljanja			
	Komanditor		Član nadzornog odbora			
	Komplementar		Član odbora direktora			
	Zadrugar		Član upravnog odbora			
	Preduzetnik		Član odbora za reviziju			
	Poslovođa		Sekretar društva			
	Prokurista		Ovlašćeni zastupnik			
	Revizor		Lice koje predstavlja podružnicu			
	Likvidator		Lice koje odgovara			
	Drugo (*upisati ako je drugačije od ponuđenog)					
10.1. UDIO						%
(*Popuniti ukoliko je odabrana uloga osnivač, člana, ortaka)						
10.2. Ovlašćenja u prometu			Neograničena		Ograničena	
*Unijeti opis ograničenja						
10.3. Ovlašćen da djeluje		x	Pojedinačno		Kolektivno	Članovima organa upravljanja
*Upisati sa kim, ako je kolektivno						Sekretarom društva
						Direktorom društva
**Upisati ako je drugačije od ponuđenog						
Saglasnost sa imenovanjem						
Potpis						

Pod krivičnom i materijalnom odgovornošću izjavljujem da su podaci navedeni u prijavi tačni i potpuni.

Datum: _____

Milić
Potpis podnosioca prijave

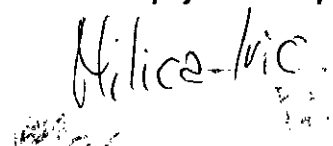
5. LICE U DRUŠTVU		Imenovanje		x	Promjena	Prestanak
9.1. MB / JMB:					*za strano fizičko lice unijeti broj pasoša *za strano pravno lice unijeti broj registracije u matičnom registru * ID lica	
9.2 NAZIV/ IME		ENRICO			PREZIME	ČIŠARI
9.3 Pol	x	Muški		Ženski	9.4. Datum rođenja	01.05.1982.
9.5. ADRESA						
9.5.1. Ulica i broj						
9.5.2. Opština						
9.5.3 Država		pravnog odbora,,odbora direktora i nadzrn.odbora)				
6. ULOGA: (odabrati jednu od ponuđenih)						
	Osnivač	x	Izvršni direktor			
	Član DOO		Direktor			
	Ortak		Predsjednik organa upravljanja			
	Komanditor		Član nadzornog odbora			
	Komplementar		Član odbora direktora			
	Zadrugar		Član upravnog odbora			
	Preduzetnik		Član odbora za reviziju			
	Poslovođa		Sekretar društva			
	Prokurista		Ovlašćeni zastupnik			
	Revizor		Lice koje predstavlja podružnicu			
	Likvidator		Lice koje odgovara			
	Drugo (*upisati ako je drugačije od ponuđenog)					
10.1. UDIO (*Popuniti ukoliko je odabrana uloga osnivač, člana, ortaka)						%
10. 2. Ovlašćenja u prometu		Neograničena	x	Ograničena	U skladu sa članom 10 stav 5 Statuta	
*Unijeti opis ograničenja						
10.3. Ovlašćen da djeluje		Pojedinačno	x	Kolektivno	Članovima organa upravljanja	
*Upisati sa kim, ako je kolektivno					Sekretarom društva	
					Direktorom društva	
**Upisati ako je drugačije od ponuđenog					Ovlašćenim zastupnikom	
Saglasnost sa imenovanjem						
U prilogu						
Potpis						

Pod krivičnom i materijalnom odgovornošću izjavljujem da su podaci navedeni u prijavi tačni i notni.

JMB/

Datum: _____

Potpis podnosioca prijave

9. LICE U DRUŠTVU		x		Imenovanje		Promjena		Prestanak	
9.1. MB / JMB:						*za strano fizičko lice unijeti broj pasoša *za strano pravno lice unijeti broj registracije u matičnom registru * ID lica			
9.2 NAZIV/ IME		Miguel Antonio				PREZIME		Higuera Diaz	
9.3 Pol		x		Muški				Ženski	
9.4. Datum rođenja									
9.5. ADRESA Branka Miljković									
9.5.1. Ulica i broj									
9.5.2. Opština									
9.5.3 Država		nog odbora,,odbora direktora							
10. ULOGA: (odabrati jednu od ponuđenih)									
Osnivač				Izvršni direktor					
Član DOO				Direktor					
Ortak				Predsjednik organa upravljanja					
Komanditor				Član nadzornog odbora					
Komplementar				Član odbora direktora					
Zadugar				Član upravnog odbora					
Preduzetnik				Član odbora za reviziju					
Poslovođa				Sekretar društva					
Prokurista				x		Ovlašćeni zastupnik			
Revizor						Lice koje predstavlja podružnicu			
Likvidator						Lice koje odgovara			
Drugo (*upisati ako je drugačije od ponuđenog)									
10.1. UDIO								%	
(*Popuniti ukoliko je odabrana uloga osnivač, člana, ortaka)									
10. 2. Ovlašćenja u prometu				Neograničena		x		Ograničena	
						U skladu sa članom 10 stav 5 Statuta.			
						*Unijeti opis ograničenja			
10.3. Ovlašćen da djeluje				Pojedinačno		x		Kolektivno	
								Članovima organa upravljanja	
								Sekretarom društva	
						x		Direktorom društva	
						**Upisati ako je drugačije od ponuđenog			
Saglasnost sa imenovanjem									
						U prilogu.			
Potpis									
Pod krivičnom i materijalnom odgovornošću izjavljujem da su podaci navedeni u prijavi tačni i potpuni.									
 									
Datum: _____									
Potpis podnosioca prijave									

11: NAZIV ORGANA UPRAVLJANJA

x	Izvršni direktor		Nadzorni odbor
	Upravni odbor		Skupština akcionara / Skupština društva
	Odbor direktora		Drugo (upisati)
11.1 Broj Rješenja Komisije za tržište kapitala kojim se potvrđuje uspješnost postupka javne emisije akcija kod sukcesivnog osnivanja AD			
11.2 Broj Rješenja Komisije za tržište kapitala o evidentiranju osnivačkih akcija u slučaju simultanog osnivanja AD			

12 MATIČNO DRUŠTVO (*obavezno za dio stranog društva)

12.1 Oblik organizovanja:	
12.2 Registarski broj:	
12.3 Matični broj:	
12.4 Naziv matičnog društva:	
12.5 Država matičnog društva:	
12.6 Mjesto matičnog društva:	
12.7 Datum donošenja statuta:	
12.8 Datum zaključenja / donošenja ugovora ili odluke o osnivanju:	

13 DRUŠTVO ZA UPRAVLJANJE FONDOM (*obavezno za investicioni fond)

MB društva:	
Naziv društva:	

14 FINANSIJSKA DOKUMENTA

Bilans uspjeha		Bilans stanja
Druga vrsta finansijskog iskaza (upisati)		
Godina dokumenta		
Drugo		

Pod krivičnom i materijalnom odgovornošću izjavljujem da su podaci navedeni u prijavi tačni i potpuni.

Javna prijava

Datum: _____

Potpis nadležnog lica prijave

15. Podaci o vlasništvu nad akcijama i udjelima u drugim društvima registrovanim u Crnoj Gori

15.1. Da li lice ima učešće preko 30% u kapitalu privrednog društva nad kojim je otvoren stečaj ili postupak likvidacije, koje ne izmiruje poreske obaveze, odnosno čiji su računi blokirani u postupku prinudne naplate?

☐

DA

☐

NE

15.1.1. Koje je to društvo/društva (upisati naziv i PIB)

15.2. Da li lice ima učešće preko 30% nad akcijama u akcionarskim društvima registrovanim na teritoriji Crne Gore?

☐

DA

☐

NE

15.2.1. Koje je to društvo/društva (upisati naziv i PIB)

Milica Ivić

pctpis



OVJERENI PREVOD S ENGLESKOG JEZIKA

Nacrt za potpisivanje

UGOVOR O KUPOPRODAJI UDJELA

za kupoprodaju akcija u društvu

VJETRO PARK BIJELA D.O.O.

od 14. septembra 2023. godine

između

SIMES INŽENJRING

i

SISTEM MNE

i

ALCAZAR ENERGY PARTNERS II HOLDCO LIMITED

DMP



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OVAJ UGOVOR O KUPOPRODAJI UDJELA je od 14. septembra 2023. godine

IZMEĐU

1. **DRUŠTVA ZA PROIZVODNJU, PROMET I USLUGE „SIMES INŽENJERING“ D.O.O. PODGORICA**, društva osnovanog u Crnoj Gori (registarski br. 50093091), sa sjedištem na adresi Bulevar Svetog Petra Cetinjskog 118/5, Podgorica, Crna Gora („Simes“);
2. **D.O.O. „SISTEM – MNE“ ZA PROIZVODNJU, PROMET I USLUGE, EXPORT-IMPORT – PODGORICA**, društva osnovanog u Crnoj Gori (registarski br. 50654236), sa sjedištem na adresi Slobode 78, Podgorica, Crna Gora („Sistem“); i
3. **ALCAZAR ENERGY PARTNERS II HOLDCO LIMITED**, društva osnovanog u Engleskoj (registarski br. 14671727), sa sjedištem na adresi 1 Bartholomew Lane, London, Ujedinjeno Kraljevstvo, EC2N 2AX („Kupac“).

U daljem tekstu zajedno označeni kao „**Strane**“, a svako od njih pojedinačno kao „**Strana**“.

OPŠTE INFORMACIJE

- (A) Simes i Sistem posjeduju ponaosob 50% (pedeset procenata) emitovanog osnovnog kapitala Društva, koje je osnovano radi vlasništva i razvijanja Projekta.
- (B) Kupac je pristao da kupi 100% (stotinu procenata) emitovanog osnovnog kapitala Društva prema uslovima ovog Ugovora.

SADA, STOGA, uzimajući u obzir sljedeće:

1. TUMAČENJE

- 1.1 Definicije i pravila tumačenja u ovoj klauzuli primjenjuju se u ovom Ugovoru.

„**Ugovor**“ je ovaj ugovor, uključujući njegove Priloge i Aneксе;

„**Zakoni o zabrani mita**“ su bilo koji zakon, pravilo, propis ili druga pravno obavezujuća mjera bilo koje jurisdikcije koja se odnosi na mito ili korupciju;

„**Zakoni o zabrani pranja novca**“ su primjenljivi zakoni (uključujući običajno ili građansko pravo), propisi, pravila i smjernice sa snagom zakona koji kriminalizuju ili nameću administrativne ili regulatorne obaveze i/ili odgovornost u vezi s pranjem novca. Pranje novca je sticanje, posjedovanje, korišćenje, pretvaranje, prenos ili prikrivanje prave prirode imovine



bilo kojeg opisa i pravnih dokumenata ili instrumenata koji dokazuju pravo vlasništva ili udio u takvoj imovini, znajući da takva imovina predstavlja ekonomsku korist od krivičnih djela, u svrhu:

- (a) prikrivanja ili sakrivanja nezakonitog porijekla imovine (tj. bilo kakvog kriminalnog porijekla, uključujući, bez ograničenja, korupciju, trgovinu drogom, organizovani kriminal, terorizam, pranje novca ili prevaru); ili
- (b) pomaganja bilo kojem licu koje je uključeno u izvršenje krivičnog djela kao rezultat kojeg se stiče takva imovina, da izbjegne pravne posljedice takvih radnji;

„**Knjige i evidencija**“ su sve knjige, evidencija, dokumenti i drugi materijal u bilo kojem obliku koji se odnose na Društvo;

„**Radni dan**“ je dan (osim subote ili nedjelje) kada su banke u Dubaiju, Luksemburgu, Londonu i Crnoj Gori otvorene za obavljanje uobičajenog poslovanja;

„**Ugovor o kupovnoj opciji**“ je Ugovor o kupovnoj opciji između Simesa, Sistema i Kupca u obliku priloženom kao Prilog 4 koji će strane ovog Ugovora sklopiti na datum ili prije datuma Završetka;

„**Centralni registar privrednih subjekata**“ je Centralni registar privrednih subjekata Uprave prihoda i carina Crne Gore;

„**Datum komercijalnog poslovanja**“ je datum na koji je (i) nastupio „datum punog komercijalnog poslovanja“ Projekta (kako je preciznije definisano u Ugovoru(ima) o kupovini električne energije (PPA)), i (ii) nastupio „konačni završetak“ prema ugovorima o nadređenom finansiranju koji se odnose na Projekat (kako je preciznije definisano u ugovorima o nadređenom finansiranju);

„**Društvo**“ je Vjetro Park Bijela D.O.O., čiji su dalji podaci navedeni u Prilogu 1.

„**Završetak**“ je završetak kupoprodaje Prodajnih udjela u skladu s ovim Ugovorom;

„**Datum Završetka**“ je datum na koji je nastupio Završetak;

„**Plaćanje po Završetku**“ ima značenje koje je navedeno u klauzuli 3.1.1;



„Uslovi“ su uslovi za kupoprodaju Prodajnih udjela navedenih u klauzuli 4.1 a „Uslov“ je bilo koji od njih;

„Povezana lica“ su (u odnosu na Stranu) njena pridružena društva i direktni i indirektni akcionari i bilo koji od njenih ili njihovih službenika, zaposlenih, agenata i savjetnika;

„Odloženo(a) uslovno(a) plaćanje(a)“ ima značenje navedeno u klauzuli 3.1.2(f);

„Odloženo plaćanje 1 (Prava na zemljište)“ je iznos u gotovini jednak 450.000 eura;

„Odloženo plaćanje 2 (Priključak)“ je iznos u gotovini jednak (A) 450.000 eura plus (B) Iznos istorijskih troškova razvoja prije Završetka (Plativ prilikom Odloženog plaćanja 2);

„Odloženo plaćanje 3 (Ugovor o kupovini električne energije)“ je iznos u gotovini jednak 2.589.700 eura;

„Odloženo plaćanje 4 (Građevinska dozvola)“ je iznos u gotovini u eurima, tako da, nakon plaćanja Plaćanja po Završetku, Odloženog plaćanja 1 (Prava na zemljište), Odloženog plaćanja 2 (Priključak), Odloženog plaćanja 3 (Ugovor o kupovini električne energije) (osim ako Odloženo plaćanje 4 (Građevinska dozvola) dospijeva za plaćanje prije Odloženog plaćanja 3 (Ugovor o kupovini električne energije), u kojem slučaju pod pretpostavkom da je ukupni iznos Odloženog plaćanja 3 (Ugovor o kupovini električne energije) plativog u skladu s ovim Ugovorom jednak 2.589.700 eura) i Odloženog plaćanja 4 (Građevinska dozvola) (i (i) uz pretpostavku da je ukupni iznos Odloženog plaćanja 5 (Finansijsko zatvaranje) koji se plaća u skladu s ovim Ugovorom jednak 4.989.600 eura i (ii) uz pretpostavku da je ukupni iznos Odloženog plaćanja 6 (Datum komercijalnog poslovanja) koji se plaća u skladu s ovim Ugovorom jednak 1.660.000 eura), Kupcu ostaje Interna stopa povraćaja jednaka Ciljnoj internoj stopi povraćaja izračunatoj kao vrijeme plaćanja Odloženog plaćanja 4 (Građevinska dozvola), korišćenjem Finansijskog modela ažuriranog u vrijeme ili oko vremena plaćanja Odloženog plaćanja 4 (Građevinska dozvola) kako bi se obuhvatio referentni slučaj zajmodavca u pogledu Projekta u to vrijeme, pošto se takav iznos može korigovati u skladu s klauzulom 3.2.1, pod uslovom da, podložno uvijek zadovoljavanju primjenljivog Uslova odloženog plaćanja, iznos Odloženog plaćanja 4 (Građevinska dozvola) ne smije biti manji od Minimalnog iznosa Odloženog plaćanja 4;

„Odloženo plaćanje 5 (Finansijsko zatvaranje)“ je iznos u gotovini u eurima, tako da, nakon isplate Plaćanja po Završetku, Odloženog plaćanja 1 (Prava na zemljište), Odloženog plaćanja 2 (Priključak), Odloženog plaćanja 3 (Ugovor o kupovini električne energije), Odloženog



plaćanja 4 (Građevinska dozvola), Odloženog plaćanja 5 (Finansijsko zatvaranje) (i pod pretpostavkom da je ukupni iznos Odloženog plaćanja 6 (Datum komercijalnog poslovanja) koji se plaća u skladu s ovim Ugovorom jednak 1.660.000 eura), Kupcu ostaje Interna stopa povraćaja jednaka Ciljnoj internoj stopi povraćaja izračunatoj kao vrijeme Finansijskog zatvaranja, korišćenjem Finansijskog modela ažuriranog na dan ili oko Finansijskog zatvaranja kako bi se obuhvatio referentni slučaj zajmodavaca u odnosu na Projekat prilikom Finansijskog zatvaranja, jer se takav iznos može korigovati u skladu s klauzulom 3.2.2, pod uslovom da, uvijek podložno zadovoljavanju primjenljivog Uslova odloženog plaćanja, iznos Odloženog plaćanja 5 (Finansijsko zatvaranje) neće biti manji od Minimalnog iznosa Odloženog plaćanja 5;

„**Odloženo plaćanje 6 (Datum komercijalnog poslovanja)**“ je iznos u gotovini u eurima, tako da, nakon isplate Plaćanja po Završetku, Odloženog plaćanja 1 (Prava na zemljište), Odloženog plaćanja 2 (Priključak), Odloženog plaćanja 3 (Ugovor o kupovini električne energije), Odloženog plaćanja 4 (Građevinska dozvola), Odloženog plaćanja 5 (Finansijsko zatvaranje) i Odloženog plaćanja 6 (Datum komercijalnog poslovanja), Kupcu ostaje Interna stopa povraćaja jednaka Ciljnoj internoj stopi povraćaja izračunatoj kao vrijeme Datuma komercijalnog poslovanja, korišćenjem Finansijskog modela ažuriranog na datum ili oko Datuma komercijalnog poslovanja tako da obuhvata referentni slučaj zajmodavaca u pogledu Projekta na Datum komercijalnog poslovanja, pošto se takav iznos može korigovati u skladu s klauzulom 3.2.3 ili klauzulom 3.3 (prema slučaju);

„**Uslovi odloženog plaćanja**“ su Uslovi plaćanja Odloženog plaćanja 1 (Prava na zemljište), Uslovi plaćanja Odloženog plaćanja 2 (Priključak), Uslovi plaćanja Odloženog plaćanja 3 (Ugovor o kupovini električne energije), Uslovi plaćanja Odloženog plaćanja 4 (Građevinska dozvola), Uslovi plaćanja Odloženog plaćanja 5 (Finansijsko zatvaranje), Uslov plaćanja Odloženog plaćanja 6 (Datum komercijalnog poslovanja), a „**Uslov Odloženog plaćanja**“ je bilo koji od njih;

„**Uslovi plaćanja Odloženog plaćanja 1 (Prava na zemljište)**“ su potpisivanje dokumentacije od strane Društva kojom se obezbjeđuju potrebna prava u pogledu Projektnog zemljišta potrebna za implementaciju i završetak Projekta, što obuhvata (i) za zemljište u privatnom vlasništvu, potpisivanje od strane Društva obavezujućih ugovora o kupovini, zakupu ili sticanju odgovarajućih službenosti (gdje je primjenljivo) u odnosu na svo odgovarajuće zemljište, i (ii) za zemljište u državnom vlasništvu, (A) dodjelu zemljišta Društvu u skladu s primjenljivim zakonom i potpisivanje dugoročnog zakupa od strane Društva i Državnog organa Crne Gore u

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odnosu na odgovarajuće zemljište, (B) da je dugoročni zakup izmijenjen uz odobrenje Državnog organa Crne Gore kako bi se uklonila pozivanja na članove konzorcijuma Konzorcijuma za javno zemljište u obliku koji je razumno prihvatljiv Kupcu i (C) Konzorcijum za javno zemljište da podnese zahtjev za zemljište u državnom vlasništvu je raskinut ili na drugi način izmijenjen prema uslovima razumno prihvatljivim za Kupca (uspješno zaključivanje oba koraka navedena pod (ii)(B) i (C) ove definicije su „Rješavanje javnog zemljišta“;

„Uslovi plaćanja Odloženog plaćanja 2 (Priključak)“ je (i) prethodno zadovoljenje Uslova plaćanja Odloženog plaćanja 1 (Prava na zemljište) (osim Rješavanja javnog zemljišta) i (ii) (A) izdavanje urbanističko-tehničkih uslova za izgradnju Projekta od strane nadležnog Državnog organa Crne Gore u skladu s članom 218(c) Zakona o planiranju prostora i izgradnji objekata, ili alternativno izdavanje urbanističko-tehničkih uslova za izgradnju Projekta od strane nadležnog ministarstva u slučaju da je donesen relevantni detaljni prostorno-planski dokument za lokaciju Projekta, (B) izdavanje od strane TSO-a Društvu odgovarajuće dokumentacije koja sadrži analizu opcija za priključak na mrežu za Projekat, s detaljnim uslovima za priključenje na prenosni sistem, te s predlozima za izgradnju priključne infrastrukture potrebne za završetak Projekta, i (C) da su Društvo i TSO sklopili ugovor o izgradnji infrastrukture i interkonekciji kojim se, između ostalog, uređuju uslovi za priključenje, mjesto priključka, naknadu za priključenje, način priključenja, tehnički uslovi, rok priključenja, mjesto i način mjerenja isporučene energije i druga relevantna prava i obaveze vezane za priključenje na mrežu za Projekat;

„Uslovi plaćanja Odloženog plaćanja 3 (Ugovor o kupovini električne energije)“ (i) prethodno zadovoljenje Uslova plaćanja Odloženog plaćanja 1 (Prava na zemljište) i Uslova plaćanja Odloženog plaćanja 2 (Priključak), i (ii) potpisivanje od strane Društva kompletnog obrasca Ugovora o kupovini električne energije u obliku i za potrebnu proizvodnju električne energije Projekta koji je prihvatljiv zajmodavcima koji obezbjeđuju nadređeno finansiranje Projekta;

„Uslovi plaćanja Odloženog plaćanja 4 (Građevinska dozvola)“ su izdavanje građevinske dozvole za Projekat od strane odgovarajućih nadležnih organa, uključujući infrastrukturu priključenja na mrežu;

„Uslov plaćanja Odloženog plaćanja 5 (Finansijsko zatvaranje)“ je nastupanje Finansijskog zatvaranja;



„Uslov plaćanja Odloženog plaćanja 6 (Datum komercijalnog poslovanja)“ je nastupanje Datuma komercijalnog poslovanja;

„Datum stupanja na snagu“ je datum ovog Ugovora;

„Teret“ je bilo koji udio ili kapital bilo kojeg lica (uključujući bilo koje pravo sticanja, opciju ili pravo preče kupovine) ili bilo koja hipoteka, teret, zalog, založno pravo, prenos, zadržavanje vlasništva ili bilo koji drugi ugovor ili aranžman o obezbjeđenju;

„Ugovori o inženjerskim uslugama“ su ugovori o uslugama za pružanje inženjerskih usluga Društvu od strane inženjerskih firmi koja određuju Prodavci u oblicima s kojima će se dogovoriti Kupac i odgovarajuće inženjerske firme na osnovu liste glavnih elemenata ugovora priloženih kao Prilog 5;

„Euro“ je euro, koji je zvanična valuta Evropske unije;

„Finansijsko zatvaranje“ je datum na koji su svi uslovi koji prethode povlačenju prvih sredstava prema ugovorima o nadređenom finansiranju za Projekat ispunjeni ili se od njih odustalo i došlo je do prve isplate sredstava prema ugovorima o nadređenom finansiranju;

„Finansijski model“ je finansijski model referentnog slučaja zajmodavca koji se odnosi na Projekat, u slučaju određivanja Odloženog plaćanja 4 (Građevinska dozvola), a koji je model dostupan u vrijeme ili približno u vrijeme kada dospijeva plaćanje Odloženog plaćanja 4 (Građevinska dozvola), i, u slučaju određivanja Odloženog plaćanja 5 (Finansijsko zatvaranje) i Odloženog plaćanja 6 (Datum komercijalnog poslovanja), model isporučen zajmodavcima na dan ili oko Finansijskog zatvaranja, ili na drugi način model dostupan u to vrijeme ili oko tog vremena, u svakom slučaju dopunjen tako da uključuje funkcionalnost za obračun Interne stope povraćaja, Odloženog plaćanja 4 (Građevinska dozvola), Odloženog plaćanja 5 (Finansijsko zatvaranje) i Odloženog plaćanja 6 (Datum komercijalnog poslovanja);

„Državni organ“ je bilo koja nadnacionalna, nacionalna, državna, opštinska ili lokalna uprava (uključujući bilo koji pododsjek, sud, upravnu agenciju ili komisiju ili drugi njihov organ) ili bilo koje kvazi državno ili privatno tijelo koje vrši bilo kakva regulatorna, uvozna ili druga vladina ili kvazi državna ovlaštenja, uključujući Evropsku uniju i bilo koji Poreski organ;

„Obeštećena strana“ ima značenje navedeno u klauzuli 10.6;



„**Interna stopa povraćaja**“ je, u vrijeme mjerenja, očekivana interna stopa povraćaja od vlasničkog kapitala (s leveridžom) na nivou Društva nakon odbitka Lokalnog poreza izražena kao godišnja diskontna stopa po kojoj je zbir diskontovane sadašnje vrijednosti očekivanih novčanih tokova prema Kupcu u odnosu na njegov vlasnički udio u Društvu za period od dvadeset pet (25) godina (pod pretpostavkom da je terminalna vrijednost nula (0)) jednak nuli (0) (pod pretpostavkom diskontovanja na osnovu godine od tri stotine šezdeset pet (365) dana i stvarnih proteklih dana) kako je izračunato u Finansijskom modelu u trenutku mjerenja i, radi izbjegavanja sumnje, uzimajući u obzir (i) troškove bilo kojeg pokrića osiguranja od političkog rizika na snazi u vezi s Projektom, (ii) naknadu za razvoj koju će primiti Kupac ili njegova pridružena društva prema dogovoru zajmodavaca, (iii) stvarni trošak za Kupca ili njegova pridružena društva (uključujući troškove kolateralizacije) dostave akreditiva u pogledu njihovih vlasničkih doprinosa ako to zahtijevaju zajmodavci i (iv) stvarni trošak za Kupca ili njegova pridružena društva nabavke pružanja bilo koje bankovne garancije za dobro izvršenje posla koja se zahtijeva prema bilo kojem Ugovoru o kupovini električne energije ili na drugi način u vezi s Projektom;

„**Ciljna interna stopa povraćaja**“ je trinaest (13) procenata;

„**Lokalni porez**“ je bilo koji porez koji je određen ili primijenjen na Projekat, Društvo ili Strane (ili njihova pridružena društva i Povezana lica) od strane bilo kojeg državnog organa Crne Gore;

„**Gubitak**“ je iznos (i) bilo kojeg direktnog gubitka, troška, izdatka, štete ili odgovornosti, uključujući kamate, kazne, razumne pravne i računovodstvene naknade i troškove, umanjen za (ii) bilo koji iznos potraživanja od strane Kupca ili bilo koje Obeštećene strane kao rezultat bilo kakvog povraćaja, nagodbe ili na drugi način prema ili u skladu s bilo kojim pokrićem osiguranja, ili u skladu s bilo kojim potraživanjem, povraćajem, nagodbom ili plaćanjem od ili protiv bilo kojeg drugog lica u vezi s okolnostima koje uzrokuju takav Gubitak;

„**Materijalna nepovoljna promjena**“ je od datuma ovog Ugovora, bilo koji događaj, okolnost, stanje ili promjena koja materijalno i nepovoljno utiče na izgleda za uspješan razvoj Projekta i/ili na izgleda Društva da postigne Finansijsko zatvaranje;

„**Minimalni iznos Odloženog plaćanja 4**“ je iznos u eurima izračunat primjenom formule: Minimalni iznos Odloženog plaćanja 4 = $(100.000 \text{ eura} \times N) \times 24,9\%$, gdje je N očekivani konačni megavatni nazivni kapacitet Projekta, kao što je prikazano u Finansijskom modelu;



„Minimalni iznos Odloženog plaćanja 5“ je iznos u eurima izračunat primjenom formule: Minimalni iznos Odloženog plaćanja $5 = (100.000 \text{ eura} \times N) \times 24,9\%$, gdje je N konačni megavatni nazivni kapacitet Projekta, kako je utvrđeno pri Finansijskom zatvaranju;

„Notar“ je Klikovac Radmila, Podgorica, 13. Jula 13;

„OIE akcionarski zajmovi“ su zajmovi koje obezbjeđuje društvo Obnovljivi Izvori Energije d.o.o. Društvu na osnovu ugovora o zajmu s Društvom od 21.11.2022, 16.01.2023, 31.01.2023, 10.02.2023, 17.02.2023, 06.03.2023, 07.04.2023, 20.04.2023, 19.05.2023, 30.05.2023, 08.08.2023. i 14.08.2023. godine, čiji neizmireni ukupni iznos glavnice prema društvu Obnovljivi Izvori Energije d.o.o. na datum ovog Ugovora iznosi 113.000 eura;

„Uobičajene garancije“ su garancije i izjave koje su navedene ili na koje se poziva u Dijelu 2 Priloga 2;

„Gornja granica plaćanja“ je iznos u eurima koji se izračunava primjenom formule: Gornja granica plaćanja = $140.000 \text{ eura} \times N$, gdje je N konačni megavatni nazivni kapacitet Projekta kako je utvrđeno pri Finansijskom zatvaranju, pod uslovom da takav iznos ne prelazi 16.632.000 eura;

„Donja granica plaćanja“ je iznos u eurima koji se izračunava primjenom formule: Donja granica plaćanja = $100.000 \text{ eura} \times N$, gdje je N konačni megavatni nazivni kapacitet Projekta kako je utvrđeno pri Finansijskom zatvaranju;

„Permonte“ je društvo za trgovinu i usluge „PERMONTE“ DOO PODGORICA, registrovano prema zakonima Crne Gore, pod matičnim brojem 50437182, sa sjedištem na adresi Mila Radunovića SL/48 (Momišići), Pogorica, Crna Gora;

„Ugovor o kupovini električne energije“ je (su) ugovor(i) o kupovini električne energije za koji(e) je predloženo da ih Društvo sklopi s jednim ili više otkupljivača električne energije proizvedene u okviru Projekta;

„Iznos istorijskih troškova razvoja prije Završetka“ označava (i) istorijske troškove razvoja treće strane prije Završetka koje su imali Prodavci ili pridružena društva Prodavaca u vezi s razvojem Projekta, za koje se Strane slažu da je jednak iznosu od 337.000 eura, kako je detaljno navedeno u Prilogu 8, uključujući (i) Iznos istorijskih troškova razvoja prije Završetka (plativ po Završetku) i (ii) Iznos istorijskih troškova razvoja prije Završetka (plativ prilikom Odloženog plaćanja 2);



„Iznos istorijskih troškova razvoja prije Završetka (plativ po Završetku)“ je iznos Iznosa istorijskih troškova razvoja prije Završetka koji iznosi 77.507,83 eura, kako je dodatno navedeno u Prilogu 8;

„Iznos istorijskih troškova razvoja prije Završetka (plativ prilikom Odloženog plaćanja 2)“ je ukupni iznos (i) Iznosa istorijskih troškova razvoja prije Završetka (Sistem), (ii) Iznosa istorijskih troškova razvoja prije Završetka (Permonte) i (iii) Iznosa istorijskih troškova razvoja prije Završetka (Prodavci), kako je dodatno navedeno u Prilogu 8;

„Iznos istorijskih troškova razvoja prije Završetka (Sistem)“ je iznos Iznosa istorijskih troškova razvoja prije Završetka koji je jednak 59.400 eura;

„Iznos istorijskih troškova razvoja prije Završetka (Permonte)“ je iznos Iznosa istorijskih troškova razvoja prije Završetka koji je jednak 166.077 eura;

„Iznos istorijskih troškova razvoja prije Završetka (Prodavci)“ je iznos Iznosa istorijskih troškova razvoja prije Završetka koji je jednak 34.523 eura;

„Projekat“ je razvoj, licenciranje, finansiranje, upravljanje, rad, održavanje i vlasništvo nad elektranom za proizvodnju energije iz vjetrova ukupnog instaliranog kapaciteta od približno 118,8 MW koja se nalazi u Šavniku u centralnoj regiji Crne Gore, sav povezani inženjering, nabavka i izgradnja i pregovaranje i implementacija svih povezanih ugovora i sve druge potrebne infrastrukture (uključujući transformatore, nadzemne vodove i interkonekcijsku infrastrukturu) povezane s time, kao i kupovina i korišćenje svih roba potrebnih za njihov rad;

„Ugovor o razvoju projekta“ je Ugovor o razvoju projekta između Simesa, Sistema i Kupca u obliku priloženom kao Prilog 6 koji treba da se potpiše na datum ili prije datuma Završetka;

„Projektno zemljište“ je zemljište potrebno za razvoj, implementaciju i rad Projekta, uključujući zemljište za bilo koju pridruženu infrastrukturu (kao što je infrastruktura za priključenje na mrežu, nadzemni vod, pristupni putevi itd.);

„Predložena transakcija“ je kupoprodaja Prodajnih udjela kako je predviđeno ovim Ugovorom;

„Konzorcijum za javno zemljište“ ima značenje navedeno u klauzuli 10.5.5;

„Ugovor o Konzorcijumu za javno zemljište“ ima značenje navedeno u klauzuli 10.5.5;

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„**Rješavanje javnog zemljišta**“ ima značenje navedeno u definiciji Uslova za plaćanje Odloženog plaćanja 1 (Prava na zemljište);

„**Kupoprodajna cijena**“ je ukupna agregatna kupoprodajna cijena za Prodajne udjele i Akcionarske zajmove, koju Kupac treba da plati u skladu s klauzulom 3, a koja predstavlja Plaćanje po Završetku i bilo koja Odložena uslovna plaćanja koja mogu biti plativa prema ovom Ugovoru nakon zadovoljenja primjenljivih Uslova odloženog plaćanja;

„**Prodajni udjeli**“ su cjelokupni osnovni kapital Društva, koji se sastoji od Udjela Simesa i Udjela Sistema;

„**Ugovor o prenosu Prodajnih udjela**“ je ugovor o prenosu udjela koji potpisuju Strane i ovjerava ga notar, u svrhu registracije prenosa Prodajnih udjela na Kupca u obrascu priloženom kao Prilog 7;

„**Prodavci**“ su Simes i Sistem;

„**Garancije Prodavaca**“ su garancije i izjave koje su navedene ili na koje se poziva u klauzuli 10 i Prilogu 2;

„**Akcionarski zajmovi**“ su Akcionarski zajmovi OIE-a i Akcionarski zajam Simesa;

„**Prodajni udio Simesa**“ su sve akcije koje drži Simes u osnovnom kapitalu Društva, koje predstavljaju pedeset (50) procenata ukupnog osnovnog kapitala Društva;

„**Akcionarski zajam Simesa**“ je zajam koji je Simes dao Društvu u skladu s ugovorom o zajmu s Društvom od 08.08.2023. godine, čiji ukupni neizmireni iznos glavnice prema Simesu na datum ovog Ugovora iznosi 10.000 eura;

„**Prodajni udio Sistema**“ su sve akcije koje drži Sistem u osnovnom kapitalu Društva, koje predstavljaju pedeset (50) procenata ukupnog osnovnog kapitala Društva;

„**Ugovori o novaciji Ugovora o kupoprodaji udjela**“ su ugovori o novaciji u dogovorenom obliku koji se odnose na novaciju Akcionarskih zajmova od strane društva Obnovljivi Izvori Energije d.o.o. i Simesa Kupcu, s dejstvom od Završetka;

„**Zakon o planiranju prostora i izgradnji objekata**“ je Zakon o planiranju prostora i izgradnji objekata Crne Gore (Zakon o planiranju prostora i izgradnji objekata, „Službeni list Crne Gore“, br. 064/17, 044/18, 063/18, 011/19, 082/20, 086/22, 004/23);

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„**Pravo treće strane**“ je bilo koji udio ili vlasnički kapital bilo kojeg lica (uključujući bilo koje pravo na sticanje, opciju ili pravo preče kupovine ili konverziju) ili bilo koju hipoteku, teret, zalog, založno pravo, prenos, zadržavanje vlasništva ili bilo koji drugi ugovor ili aranžman o obezbjeđenju, ili bilo koji ugovor za uspostavljanje bilo čega od gore navedenog;

„**Porez**“ ili „**Porezi**“ su bilo koji i svi porezi, uključujući bilo koje kamate, kazne ili druge dodatke porezu koji bi mogli biti plativi u vezi s njim, a koje je odredio bilo koji Poreski organ ili slično tijelo, a koji porezi uključuju sve poreze na prihode, poreze na dobit, poreze na dobitke, poreze na repatrijaciju, poreze po odbitku, alternativne minimalne poreze, poreze po odbitku za plate i zaposlene, poreze za osiguranje u slučaju nezaposlenosti, poreze za socijalno osiguranje, poreze za socijalnu zaštitu, poreze za invaliditet, poreze za otpremnine, poreze za zalihe, poreze na promet i korišćenje, ad valorem poreze, poreze na dodatu vrijednost, akcize, poreze na franšize, poreze na bruto primanja, poreze na poslovne dozvole, ekološke poreze, poreze na emisiju ugljen dioksida, poreze na zaposlenje, poreze na nekretnine ili ličnu imovinu, administrativne takse, ekološke poreze, poreze na promet, poreze na naknade radnicima (bilo da se plaćaju direktno ili po odbitku) i druge poreze, namete, dažbine, carine, tarife i naknade iste ili slične prirode bilo kojem od prethodno navedenog;

„**Poreski organ**“ je bilo koji opštinski, vladin (uključujući lokalnu upravu), državni, pokrajinski, zakonski, federalni ili drugi fiskalni, poreski, carinski ili akcizni organ, tijelo, sud, tribunal ili službenik bilo gdje u svijetu koji je odgovoran ili nadležan da odredi, naplati ili primijeni bilo koji oblik poreza ili da donese bilo kakvu odluku ili rješenje o bilo kojem pitanju koje se odnosi na porez;

„**Poreska refundacija**“ ima značenje navedeno u klauzuli 10.6;

„**Transakcioni dokumenti**“ su ovaj Ugovor, Ugovori o novaciji Ugovora o kupoprodaji udjela, Ugovor o kupovnoj opciji, Ugovor o razvoju projekta i svi dokumenti u dogovorenom obliku koji će se sklopiti između Strana u skladu s ovim Ugovorom ili kako je predviđeno njime;

„**TSO**“ je Crnogorski elektroprenosni sistem a.d., crnogorski operator prenosnog sistema.

- 1.2 Pozivanja na klauzule, Priloge i Aneксе odnose se na klauzule i Priloge i Aneксе ovog Ugovora, a pozivanja na stavove odnose se na stavove odgovarajućeg Priloga ili Aneкса.
- 1.3 Prilozi i Aneksi čine dio ovog Ugovora i imaju dejstvo kao da su u cjelosti navedeni u tekstu ovog Ugovora.

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Dio ovog Ugovora o Opštim informacijama čini njegov operativni dio.

- 1.5 Pozivanje na Stranu obuhvata prethodnike, nasljednike i dopuštene prijemnike te Strane.
- 1.6 Pozivanje na društvo obuhvata bilo koje društvo, korporaciju ili drugo korporativno tijelo, bez obzira na to gdje i kako god da je uspostavljeno ili osnovano.
- 1.7 Svi naslovi ili opisi sadržani u ovom Ugovoru služe samo radi lakšeg snalaženja, ne čine dio ovog Ugovora i ni na koji način ne utiču na značenje ili tumačenje ovog Ugovora.
- 1.8 Svako pozivanje na odredbu „koja je međusobno dogovorena između Strana“ ili „u dogovorenom obliku“ znači pisani dogovor svake relevantne Strane.
- 1.9 Bilo koje riječi koje slijede izraze uključujući, uključuju, naročito, na primjer ili bilo koji sličan izraz, tumačiće se kao ilustrativne i neće ograničavati smisao riječi, opisa, definicije, fraza ili izraza koji prethode tim pojmovima. Gdje to kontekst dopušta, ostalo i inače su ilustrativni i ne ograničavaju smisao riječi koje im prethode.
- 1.10 Pozivanja na dokument u dogovorenom obliku odnosi se na taj dokument u obliku koji su dogovorile Strane i koji su one parafirale ili su parafirani u njihovo ime radi identifikacije.
- 1.11 „Holding kompanija“ društva ili korporacije tumačiće se kao pozivanje na bilo koju kompaniju ili korporaciju čija je prva navedena kompanija ili korporacija zavisno društvo;
- 1.12 „Lice“ se tumači kao pozivanje na bilo kojeg pojedinca, korporaciju, akcionarsko društvo, društvo s ograničenom odgovornošću, ortakluk, zajedničko ulaganje, udruženje, trust, neinkorporiranu organizaciju, vladin instrument ili drugi subjekat;
- 1.13 „Zavisno društvo“ kompanije ili korporacije tumačiće se kao pozivanje na bilo koju kompaniju ili korporaciju:
 - 1.13.1 koja je pod kontrolom, direktno ili indirektno, prvopomenute kompanije ili korporacije; ili
 - 1.13.2 čije je više od polovine emitovanog akcijskog kapitala u stvarnom vlasništvu, direktno ili indirektno, prvopomenute kompanije ili korporacije; ili
 - 1.13.3 koja je zavisno društvo drugog zavisnog društva prvopomenute kompanije ili korporacije.



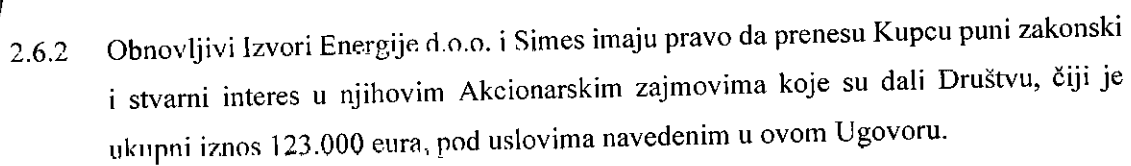
„Pridruženo društvo“ lica u određenom trenutku je zavisno društvo ili holding kompanija tog lica i bilo koje zavisno društvo takve holding kompanije u tom trenutku

- 1.15 Pozivanje na statut, zakonsku odredbu ili podzakonski akt je pozivanje na isti koji je na snazi na dan ovog Ugovora. Pozivanje na statut ili zakonsku odredbu obuhvata sve podzakonske akte donesene na datum ovog Ugovora prema tom statutu ili zakonskoj odredbi.

2. KUPOPRODAJA PRODAJNIH UDJELA

- 2.1 Podložno ispunjenju Uslova ili, gdje je dopušteno, odustajanju od njih, po Završetku, i podložno uslovima ovog Ugovora:
- 2.1.1 Simes kao jedini pravni i stvarni vlasnik pristaje da proda, a Kupac pristaje da kupi Prodajni udio Simesa; i
- 2.1.2 Sistem kao jedini pravni i stvarni vlasnik pristaje da proda, a Kupac pristaje da kupi Prodajni udio Sistema.
- 2.2 Prodavci garantuju da će nakon Završetka i nakon registracije Prodajnog udjela stotinu (100) procenata emitovanog osnovnog kapitala Društva držati Kupac.
- 2.3 Prodajni udjeli će se prodati s punom garancijom vlasništva bez ikakvih tereta i sa svim pravima i obavezama koje su im pridružene ili su stečene na dan ili nakon datuma ovog Ugovora, uključujući pravo na primanje svih dividendi ili raspodjela objavljenih, izvršenih ili plaćenih u pogledu Prodajnih udjela nakon datuma ovog Ugovora.
- 2.4 Simes i Sistem se ponaosob odriču bilo kojeg prava preče kupovine ili drugog prava ili opcije koja im je dodijeljena prema statutu Društva ili na neki drugi način u odnosu na bilo koji osnovni kapital Društva i Akcionarske zajmove.
- 2.5 Kupac neće biti obavezan da dovrši kupovinu bilo kojeg od Prodajnih udjela i Akcionarskih zajmova osim ako kupovina svih Prodajnih udjela i Akcionarskih zajmova bude dovršena istovremeno u skladu s ovim Ugovorom.
- 2.6 Svaki Prodavac izjavljuje Kupcu da:
- 2.6.1 ima pravo da proda i prenese na Kupca puni pravni i stvarni interes u odgovarajućim Prodajnim udjelima pod uslovima navedenim u ovom Ugovoru; i

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- ### 3. KUPOPRODAJNA CIJENA

- 3.1.1 1.500.000 eura („**Plaćanje po Završetku**“) koja se plaća u skladu s klauzulom 3.4; i

- 3.1.2 podložno i uslovljeno zadovoljenjem odgovarajućih Uslova odloženog plaćanja, sljedeća Odložena uslovna plaćanja:

- (a) Odloženo plaćanje 1 (Prava na zemljište), koje se plaća u skladu s klauzulom 3.5;
- (b) Odloženo plaćanje 2 (Priključak), koje se plaća u skladu s klauzulom 3.6;
- (c) Odloženo plaćanje 3 (Ugovor o kupovini električne energije), koje se plaća u skladu s klauzulom 3.7;
- (d) Odloženo plaćanje 4 (Građevinska dozvola), koje se plaća u skladu s klauzulom 3.8;
- (e) Odloženo plaćanje 5 (Finansijsko zatvaranje), koje se plaća u skladu s klauzulom 3.9; i
- (f) Odloženo plaćanje 6 (Datum komercijalnog poslovanja), koje se plaća u skladu s klauzulom 3.10 (svako od njih „**Odloženo uslovno plaćanje**“ a zajedno „**Odložena uslovna plaćanja**“),



kao takva odgovarajuća Odložena uslovna plaćanja mogu se korigovati u skladu s klauzulom 3.2 ili klauzulom 3.3.

3.2 Ukupna Kupoprodajna cijena ne smije premašiti Gornju granicu plaćanja. Ako:

3.2.1 nakon utvrđivanja Odloženog plaćanja 4 (Građevinska dozvola) u skladu s ovim Ugovorom, ukupna Kupoprodajna cijena premašuje Gornju granicu plaćanja, Odloženo plaćanje 4 (Građevinska dozvola) smanjiće se kako bi se obezbijedilo da ukupna Kupoprodajna cijena (uključujući Odloženo plaćanje 4 (Datum komercijalnog poslovanja)) ne premašuje Gornju granicu plaćanja; i/ili

3.2.2 nakon utvrđivanja Odloženog plaćanja 5 (Finansijsko zatvaranje) u skladu s ovim Ugovorom, ukupna Kupoprodajna cijena premašuje Gornju granicu plaćanja, Odloženo plaćanje 5 (Finansijsko zatvaranje) će se smanjiti kako bi se obezbijedilo da ukupna Kupoprodajna cijena (uključujući Odloženo plaćanje 5 (Finansijsko zatvaranje)) ne premašuje Gornju granicu plaćanja; i/ili

3.2.3 nakon utvrđivanja Odloženog plaćanja 6 (Datum komercijalnog poslovanja) u skladu s ovim Ugovorom, ukupna Kupoprodajna cijena premašuje Gornju granicu plaćanja, Odloženo plaćanje 6 (Datum komercijalnog poslovanja) će se smanjiti kako bi se obezbijedilo da ukupna Kupoprodajna cijena (uključujući Odloženo plaćanje 6 (Datum komercijalnog poslovanja)) ne premašuje Gornju granicu plaćanja.

3.3 Uvijek podložno i uslovljeno zadovoljenjem svih Uslova odloženog plaćanja koji se odnose na Odložena uslovna plaćanja, ukupna Kupoprodajna cijena neće biti manja od Donje granice plaćanja. Ako je, nakon zadovoljenja Uslova plaćanja Odloženog plaćanja 6 (Datum komercijalnog poslovanja), nakon utvrđivanja Odloženog plaćanja 6 (Datum komercijalnog poslovanja) u skladu s ovim Ugovorom, ukupna Kupoprodajna cijena (uključujući Odloženo plaćanje 6 (Datum komercijalnog poslovanja)) niža od Donje granice plaćanja, Odloženo plaćanje 6 (Datum komercijalnog poslovanja) će se povećati kako bi se obezbijedilo da ukupna Kupoprodajna cijena (uključujući Odloženo plaćanje 6 (Datum komercijalnog poslovanja)) bude jednaka Donjoj granici plaćanja.

3.4 Po Završetku, pod uslovom da su Prodavci u svakom pogledu ispunili svoje obaveze prema klauzuli 7.2:

3.4.1 Kupac će platiti Plaćanje po Završetku Prodavcima; i

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3.4.2 Kupac će Prodavcima platiti Iznos istorijskih troškova razvoja prije Završetka (plativ po Završetku).

3.5 Podložno i uslovljeno zadovoljenjem Uslova plaćanja Odloženog plaćanja 1 (Prava na zemljište), Kupac će Prodavcima platiti Odloženo plaćanje 1 (Prava na zemljište) u roku od dvadeset (20) Radnih dana od ispunjenja Uslova plaćanja Odloženog plaćanja 1 (Prava na zemljište).

3.6 Podložno i uslovljeno zadovoljenjem Uslova plaćanja Odloženog plaćanja 2 (Priključak), Kupac će platiti Odloženo plaćanje 2 (Priključak), ili u slučaju Iznosa istorijskih troškova razvoja prije Završetka (plativog prilikom Odloženog plaćanja 2), Kupac će obezbijediti da Društvo plati, u roku od dvadeset (20) Radnih dana od ispunjenja Uslova plaćanja Odloženog plaćanja 2 (Priključak), kako slijedi:

3.6.1 Prodavcima, na istoj osnovi kao što je navedeno u klauzulama 3.11 i 3.12:

(a) komponentu (A) Odloženog plaćanja 2 (Priključak) u iznosu od 450.000 eura i;

(b) Iznos istorijskih troškova razvoja prije Završetka (Prodavci);

3.6.2 Permoneu, Iznos istorijskih troškova razvoja prije Završetka (Permoneu); i

3.6.3 Sistemu, Iznos istorijskih troškova razvoja prije Završetka (Sistem).

3.7 Podložno i uslovljeno zadovoljenjem Uslova plaćanja Odloženog plaćanja 3 (Ugovor o kupovini električne energije), Kupac će platiti Odloženo plaćanje 3 (Ugovor o kupovini električne energije) Prodavcima u roku od dvadeset (20) Radnih dana od ispunjenja Uslova plaćanja Odloženog plaćanja 3 (Ugovor o kupovini električne energije).

3.8 Podložno i uslovljeno zadovoljenjem Uslova plaćanja Odloženog plaćanja 4 (Građevinska dozvola), Kupac će Prodavcu platiti Odloženo plaćanje 4 (Građevinska dozvola) u roku od dvadeset (20) Radnih dana od ispunjenja Uslova plaćanja Odloženog plaćanja 4 (Građevinska dozvola).

3.9 Podložno i uslovljeno zadovoljenjem Uslova plaćanja Odloženog plaćanja 5 (Finansijsko zatvaranje), Kupac će Prodavcima platiti Odloženo plaćanje 5 (Finansijsko zatvaranje) u roku od dvadeset (20) Radnih dana od ispunjenja Uslova plaćanja Odloženog plaćanja 5 (Finansijsko zatvaranje).



Podložno i uslovljeno zadovoljenjem Uslova plaćanja Odloženog plaćanja 6 (Datum komercijalnog poslovanja), Kupac će Prodavcima platiti Odloženo plaćanje 6 (Datum komercijalnog poslovanja) u roku od dvadeset (20) Radnih dana od ispunjenja Uslova plaćanja Odloženog plaćanja 6 (Datum komercijalnog poslovanja).

3.11 Kupoprodajna cijena, Iznos istorijskih troškova razvoja prije Završetka (plativ po Završetku) i Iznos istorijskih troškova razvoja prije Završetka (plativ prilikom Odloženog plaćanja 2) plaćaju se elektronskim prenosom sredstava na bankovni račun svakog Prodavca i Permonea (prema slučaju), čije pojedinosti će svaki Prodavac dostaviti Kupcu na dan ili oko Završetka, ili na neki drugi način koji bude dogovoren između Strana. Svaki Prodavac može povremeno ažurirati svoje podatke o bankovnom računu, uz uslov poštovanja uobičajenih provjera Kupca radi „upoznavanja svog klijenta“.

3.12 Kupoprodajna cijena, Iznos istorijskih troškova razvoja prije Završetka (plativ po Završetku) i Iznos istorijskih troškova razvoja prije Završetka (Prodavci) plaćaju se Prodavcima u sljedećim proporcijama navedenim pored imena svakog Prodavca:

3.12.1 Simes: pedeset (50) procenata; i

3.12.2 Sistem: pedeset (50) procenata.

4. USLOVI ZAVRŠETKA

4.1 Završetak podliježe i uslovljen je zadovoljenjem ili odricanjem (prema slučaju) od sljedećih uslova:

4.1.1 oblik Ugovora o inženjerskim uslugama dogovoren je od strane Prodavaca i Kupca u pisanom obliku;

4.1.2 Društvo se odreklo svog prava preče kupovine u odnosu na Prodajne udjele u obliku koji je prihvatljiv Kupcu;

4.1.3 nema kršenja Garancija Prodavaca;

4.1.4 Prodavci nijesu prekršili ili na neki drugi način propustili da izvrše bilo koju od svojih obaveza ili sporazuma sadržanih u ovom Ugovoru koji treba da se izvrše na dan ili prije Završetka, osim u mjeri u kojoj takvo kršenje ili neizvršenje, pojedinačno ili ukupno, ne rezultira Materijalnom nepovoljnom promjenom; i



4.1.5 nije došlo do Materijalne nepovoljne promjene.

4.2 Prodavac i Kupac će uložiti svoje razumne napore kako bi obezbijedili (u mjeri u kojoj su u mogućnosti) zadovoljenje Uslova.

4.3 Uslov naveden u klauzuli 4.1.1 je u korist Prodavaca i Kupca i od njega se može odustati (u cjelosti ili djelimično) pisanim sporazumom između Prodavaca i Kupca u bilo koje vrijeme.

4.4 Uslovi navedeni u klauzulama 4.1.2 do 4.1.5 su u korist Kupca i samo se Kupac može odreći (bilo u cjelosti ili djelimično) svog prava da zahtijeva ispunjenje takvih Uslova u pisanom obliku.

5. OBAVEZE PRIJE ZAVRŠETKA

5.1 Tokom perioda od datuma ovog Ugovora do datuma raskida ovog Ugovora ili Završetka, u zavisnosti od toga šta pada ranije, Prodavci će obezbijediti sljedeće:

5.1.1 nikakve odluke u vezi s Projektom neće se donositi bez prethodne pisane saglasnosti Kupca;

5.1.2 Društvo neće snositi nikakvu odgovornost, vršiti bilo kakva plaćanja ili sklapati bilo kakav ugovor ili obavezu bez prethodne pisane saglasnosti Kupca;

5.1.3 Društvo ne kreira, dodjeljuje, izdaje, stiče, smanjuje, otplaćuje ili otkupljuje bilo koji udio ili druge hartije od vrijednosti niti daje bilo kakvu opciju ili pravo od strane Društva koje daje pravo upisa za bilo koje udjele ili hartije od vrijednosti u Društvu, niti će se saglasiti, dogovoriti ili obavezati da učini bilo koju od tih stvari ili promijeni vrstu, nominalnu vrijednost ili bilo koja prava povezana s bilo kojim od Prodajnih udjela;

5.1.4 Društvo ne stvara nikakva Prava trećih strana nad udjelima ili imovinom Društva;

5.1.5 Društvo ne mijenja svoje upravljačke ili osnivačke dokumente bez prethodne pisane saglasnosti Kupca.

5.2 Od datuma ovog Ugovora do završetka ili raskida ovog Ugovora, u zavisnosti od toga šta pada ranije, Prodavci se obavezuju da neće i da će obezbijediti da nijedno od njihovih pridruženih društava, direktno ili indirektno, neće ponovo pokrenuti, tražiti, inicirati ili na drugi način učestvovati u raspravama ili pregovorima između Prodavaca i bilo kojeg od njihovih



pridruženih društava (ili bilo kojeg od njihovih Povezanih lica) i bilo kojeg kupca treće strane osim Kupca u vezi s prodajom Prodajnih udjela ili bilo kojeg drugog indirektnog interesa u Društvu.

6. RASKID

- 6.1 Ovaj Ugovor prestaje da važi ako Uslovi nijesu ispunjeni ili se od njih odustalo u skladu s ovim Ugovorom (zavisno od slučaja) na dan ili prije dana nakon isteka devedeset (90) dana od potpisivanja ovog Ugovora, osim ako Strane drugačije dogovore u pisanom obliku.
- 6.2 Kupac može raskinuti ovaj Ugovor u bilo koje vrijeme prije Završetka davanjem pisanog obavještenja Prodavcima o nastupanju Materijalne nepovoljne promjene, u takvom obavještenju s razumnim pojedinostima navedena Materijalna nepovoljna promjena.
- 6.3 Nakon raskida ovog Ugovora u skladu s klauzulom 6.1 ili 6.2, ovaj Ugovor prestaje da važi osim za:
- 6.3.1 odredbe navedene u klauzulama 6, 14, 15, 16, 17, 18, 19, 20, 22, 23, 25, 26 i 27; i
- 6.3.2 sva prava, pravne lijekove, obaveze ili odgovornosti Strana koji su nastali do datuma raskida, uključujući pravo na zahtjev za naknadu štete u vezi s bilo kojim kršenjem Ugovora koje je postojalo na dan ili prije datuma raskida.

7. ZAVRŠETAK

- 7.1 Završetak će se obaviti prije 17 sati (po srednjoevropskom vremenu) četrnaestog (14) Radnog dana nakon zadovoljenja ili odricanja (zavisno od slučaja) od Uslova u kancelarijama notara Radmile Klikovac (ili na bilo kojem drugom mjestu koje se dogovori pisanim putem između Strana).
- 7.2 Po Završetku, Prodavac i Kupac će ispuniti svoje odgovarajuće obaveze iz Priloga 3.
- 7.3 Nakon ispunjenja svih obaveza navedenih u klauzuli 7.2, Strane će sklopiti i ovjeriti Ugovor o prenosu Prodajnih udjela, u obliku u kojem su se Strane međusobno dogovorile, a Kupac će registrovati prenos Prodajnih udjela u Centralnom registru privrednih subjekata.
- 7.4 Po završetku, Prodavci će odmah odobriti Kupcu pristup Knjigama i evidenciji.



Ovaj Ugovor (osim obaveza koje su već u potpunosti izvršene) ostaje na snazi i dejstvu nakon Završetka.

8. USLOVI ZA ODLOŽENA USLOVNA PLAĆANJA

- 8.1 Plaćanje Odloženog plaćanja 1 (Prava na zemljište) od strane Kupca Prodavcima podliježe i u potpunosti je uslovljeno zadovoljenjem Uslova plaćanja Odloženog plaćanja 1 (Prava na zemljište). Kupac neće platiti Odloženo plaćanje 1 (Prava na zemljište) Prodavcima ako Uslovi plaćanja za Odloženo plaćanje 1 (Prava na zemljište) nijesu ispunjeni iz bilo kojeg razloga ili bez razloga.
- 8.2 Plaćanje Odloženog plaćanja 2 (Priključak) od strane Kupca Prodavcima podliježe i u potpunosti je uslovljeno zadovoljenjem Uslova plaćanja Odloženog plaćanja 2 (Priključak). Kupac neće platiti Odloženo plaćanje 2 (Priključak) Prodavcima ako Uslovi plaćanja Odloženog plaćanja 2 (Priključak) nijesu zadovoljeni iz bilo kojeg razloga ili bez razloga.
- 8.3 Plaćanje Odloženog plaćanja 3 (Ugovor o kupovini električne energije) od strane Kupca Prodavcima podliježe i u potpunosti je uslovljeno zadovoljenjem Uslova plaćanja Odloženog plaćanja 3 (Ugovor o kupovini električne energije). Kupac neće platiti Odloženo plaćanje 3 (Ugovor o kupovini električne energije) Prodavcima ako Uslovi plaćanja Odloženog plaćanja 3 (Ugovor o kupovini električne energije) nijesu zadovoljeni iz bilo kojeg razloga ili bez razloga.
- 8.4 Plaćanje Odloženog plaćanja 4 (Građevinska dozvola) od strane Kupca Prodavcima podliježe i u potpunosti je uslovljeno zadovoljenjem Uslova plaćanja Odloženog plaćanja 4 (Građevinska dozvola). Odloženo plaćanje 4 (Građevinska dozvola) Kupac neće platiti Prodavcima ako Uslovi plaćanja Odloženog plaćanja 4 (Građevinska dozvola) nijesu zadovoljeni iz bilo kojeg razloga ili bez razloga.
- 8.5 Plaćanje Odloženog plaćanja 5 (Finansijsko zatvaranje) od strane Kupca Prodavcima podliježe i u potpunosti je uslovljeno zadovoljenjem Uslova plaćanja Odloženog plaćanja 5 (Finansijsko zatvaranje). Kupac neće platiti Odloženo plaćanje 5 (Finansijsko zatvaranje) Prodavcima ako Uslovi plaćanja Odloženog plaćanja 5 (Finansijsko zatvaranje) nijesu ispunjeni iz bilo kojeg razloga ili bez razloga.
- 8.6 Plaćanje Odloženog plaćanja 6 (Datum komercijalnog poslovanja) od strane Kupca Prodavcima podliježe i u potpunosti je uslovljeno zadovoljenjem Uslova plaćanja Odloženog plaćanja 6 (Datum komercijalnog poslovanja). Kupac neće platiti Odloženo plaćanje 6 (Datum komercijalnog poslovanja).



komercijalnog poslovanja) Prodavcima ako Uslovi plaćanja Odloženog plaćanja 6 (Datum komercijalnog poslovanja) nijesu zadovoljeni iz bilo kojeg razloga ili bez razloga.

- 8.7 Prodavci priznaju i saglasni su da zadovoljenje Uslova Odloženog plaćanja i plaćanje povezanih Odloženih uslovnih plaćanja zavisi od uspjeha budućeg razvoja Projekta. Odluka Kupca i/ili Društva da finansira sve troškove razvoja vezane za razvoj Projekta i da nastavi s razvojem Projekta podliježe, između ostalog, tekućem odobrenju investicionog odbora Kupca koje se može povući u bilo kojem trenutku. Bez obzira na bilo koju drugu odredbu ovog Ugovora, Kupac može prema svom apsolutnom i isključivom nahođenju i bez potrebe davanja bilo kakvog obrazloženja odlučiti (i) da neće snositi nikakve dalje troškove razvoja ili davati bilo kakve kapitalne uloge u pogledu Projekta i/ili (ii) da neće nastaviti s razvojem Projekta iz bilo kojeg razloga ili bez razloga (uključujući okolnosti u kojima Ciljna interna stopa povraćaja nije postignuta, raspodjela rizika Projekta predstavlja raspodjelu rizika koja nije prihvatljiva Kupcu ili finansiranje projekta bez regresa nije dostupno pod komercijalno prihvatljivim uslovima), u kojem slučaju Kupac neće imati obavezu plaćanja bilo kojeg od preostalih Odloženih uslovnih plaćanja u odnosu na koje Uslovi odloženog plaćanja nijesu zadovoljeni.

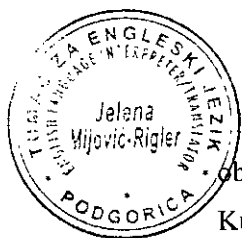
9. ZAJMOVI I GARANCIJE

- 9.1 Strane potvrđuju da je Kupoprodajna cijena dogovorena na osnovu sljedećeg:

9.1.1 osim u odnosu na Akcionarske zajmove koji će biti preneseni po Završetku u skladu s odredbama Priloga 3, nikakva zaduženja bilo koje vrste (bez obzira na to da li su trenutno plativa ili ne) neće postojati po Završetku od strane Društva prema Prodavcima ili bilo kojem Povezanom licu Prodavca; i

9.1.2 nikakva zaduženja bilo koje vrste (bez obzira na to da li su trenutno plativa ili ne) neće postojati odmah nakon Završetka od strane Prodavaca ili bilo kojeg Povezanog lica Prodavaca s Društvom.

- 9.2 Ako se u bilo kojem trenutku nakon Završetka utvrdi da je bilo kakvo zaduženje bilo koje vrste (bez obzira na to da li je tada plativo ili ne) Društvo duguje po Završetku Prodavcima ili bilo kojem Povezanom licu Prodavaca, suprotno osnovi navedenoj u ovoj klauzuli 9, tada će Prodavci obezbijediti da se odgovarajući Prodavac ili bilo koje Povezano lice odgovarajućeg Prodavca prema kojem se to zaduženje duguje odrekne tog duga sklapanjem ugovora o odricanju u obliku koji Kupac razumno zahtijeva ili, ako to nije dopušteno ili izvodljivo,



obezbjediće da se takvo zaduženje izmiri ili na drugi način eliminiše bez ikakvih troškova za Kupca, bilo koje pridruženo društvo Kupca ili Društvo.

- 9.3 Prodavci će obezbijediti da po Završetku Društvo bude oslobođeno svih garancija i obeštećenja koje je dalo Društvo u pogledu bilo koje odgovornosti ili obaveze Prodavaca ili bilo kojeg Povezanog lica Prodavaca.

10. GARANCIJE I ODŠTETE PRODAVACA

- 10.1 Svaki Prodavac garantuje i izjavljuje Kupcu da:

10.1.1 na Datum stupanja na snagu, garancije Prodavaca su istinite, tačne i ne dovode u zabludu; i

10.1.2 na Završetak, Garancije Prodavaca biće istinite, tačne i neće dovoditi u zabludu u svim materijalnim aspektima na Završetak, kao da su date na taj datum i od tog datuma.

- 10.2 Osim ako je drugačije navedeno, svaka Garancija Prodavaca treba da se tumači zasebno i nije ograničena bilo kojom drugom Garancijom Prodavaca ili uslovima ovog Ugovora.

- 10.3 Ako nakon datuma ovog Ugovora, ali prije Završetka, bilo koji Prodavac dobije saznanje da je bilo koja od Garancija Prodavaca bila neistinita ili netačna od potpisivanja ovog Ugovora ili bi bila neistinita ili netačna ako se ponovi nakon Završetka, Prodavac će odmah obavijestiti Kupca u pisanom obliku što je prije moguće, a u svakom slučaju prije Završetka, izlažući stvar s razumno dovoljno pojedinosti kako bi se Kupcu omogućila tačna procjena situacije.

- 10.4 Simes izjavljuje Kupcu da:

10.4.1 na Datum stupanja na snagu i na Završetak, gđin Slaven Milić jedini je krajnji stvarni vlasnik Simesa;

10.4.2 bilo kakva promjena krajnjeg stvarnog vlasnika Simesa prije plaćanja Odloženog plaćanja 6 (Datum komercijalnog poslovanja) podliježe zadovoljenju Kupčevih zahtjeva radi „upoznavanja svog klijenta“;

10.4.3 prije bilo kakve promjene krajnjeg stvarnog vlasnika Simesa prije plaćanja Odloženog plaćanja 6 (Datum komercijalnog poslovanja), Simes će obavijestiti Kupca i pružiti pojedinosti o svakom novom krajnjem stvarnom vlasniku kako bi Kupac mogao preduzeti svoje provjere radi „upoznavanja svog klijenta“; i



- 10.4.4 nijedno Lice osim gdina Slavena Milića, gdina Dejana Milića, gđe Katarine Milić, društva Obnovljivi Izvori Energije d.o.o. i, do Završetka, Društva nije bilo Povezano lice Simesa prije Datuma stupanja na snagu.
- 10.5 Sistem izjavljuje Kupcu da:
- 10.5.1 na Datum stupanja na snagu i na Završetak Ljubiša Bošković je jedini krajnji stvarni vlasnik Sistema;
 - 10.5.2 svaka promjena krajnjeg stvarnog vlasnika Sistema prije plaćanja Odloženog plaćanja 6 (Datum komercijalnog poslovanja) podliježe zadovoljenju Kupčevih zahtjeva radi „upoznavanja svog klijenta“;
 - 10.5.3 prije bilo kakve promjene krajnjeg stvarnog vlasnika Sistema prije plaćanja Odloženog plaćanja 6 (Datum komercijalnog poslovanja), Sistem će obavijestiti Kupca i pružiti pojedinosti o bilo kojem novom krajnjem stvarnom vlasniku kako bi Kupac mogao preduzeti svoje provjere radi „upoznavanja svog klijenta“;
 - 10.5.4 nijedno Lice osim gdina Ljubiše Boškovića, društva Obnovljivi Izvori Energije d.o.o. i, do Završetka, Društva nije bilo Povezano lice Sistema prije Datuma stupanja na snagu;
 - 10.5.5 formiran je konzorcijum između Društva i Sistema u skladu s ugovorom o konzorcijumu od 31. avgusta 2023. godine (takav ugovor o konzorcijumu je „**Ugovor o konzorcijumu za javno zemljište**“, a takav konzorcijum je „**Konzorcijum za javno zemljište**“);
 - 10.5.6 Konzorcijum za javno zemljište osnovan je isključivo u svrhu ispunjavanja formalnih uslova javnog poziva za davanje u zakup državnog zemljišta potrebnog za Projekat;
 - 10.5.7 Sistem neće ni u kojem trenutku koristiti nikakva prava, povlastice ili ovlašćenja koja su mu dodijeljena ili povezana s Ugovorom o konzorcijumu za javno zemljište, osim ako to zahtijeva Društvo ili Kupac radi zaštite prava i interesa Društva u pogledu zakupa državnog zemljišta;
 - 10.5.8 Društvo će biti jedini zakupac prema ugovoru o zakupu s Državnim organom, a Sistem će se pridržavati svih odredaba iz takvog ugovora o zakupu koje se mogu odnositi na



strane Ugovora o konzorcijumu za javno zemljište i neće imati nikakvih potraživanja u vezi s takvim ugovorom o zakupu;

- 10.5.9 Sistem će preduzeti sve radnje koje zahtijevaju Kupac ili Društvo za raskid ili izmjenu Konzorcijuma za javno zemljište i Ugovora o konzorcijumu za javno zemljište i/ili za izmjenu ugovora o zakupu s Državnim organom na zadovoljstvo Kupca i Kupca obezbijediće da Društvo pruži razumnu podršku u tom pogledu i ne preduzima nikakve korake da ometa te aktivnosti; i, ako je potrebno i u mjeri u kojoj je to moguće, Kupac će obezbijediti odgovarajuću zamjenu za Sistem u Konzorcijumu za javno zemljište i Ugovoru o konzorcijumu za javno zemljište, u suprotnom će Strane nastaviti da ulažu razumne napore i zajednički nastaviti komunikaciju s Državnim organom kako bi se postiglo odgovarajuće rješenje; i
- 10.5.10 bez obzira na postojanje Konzorcijuma za javno zemljište, nakon Završetka, Sistem nema nikakva prava, pravo vlasništva ili interes u Projektu ili zakupu i potvrđuje i priznaje da nema potraživanja ili prava bilo koje vrste protiv bilo kojeg lica, uključujući Društvo, u pogledu Projekta i zakupa, osim bilo kojeg prava ili potraživanja koje proizilazi iz Transakcionog dokumenta i, u mjeri u kojoj takvo potraživanje postoji, ovime se neopozivo odriče bilo kojeg takvog potraživanja.
- 10.6 Svaki Prodavac će biti odgovoran i solidarno obešteti, odbraniti i neće smatrati odgovornim Kupca, Kupčeva zavisna društva i Kupčeve odgovarajuće partnere, menadžere, članove, akcionare, konsultante, predstavnike, sljedbenike i prijemnike (svaki od njih je „**Obeštećena strana**“) u odnosu na bilo koji Porez u odnosu na društvo koji se plaća u odnosu na, koji se može pripisati ili odnositi na bilo koji vremenski period do Završetka („**Poreska refundacija**“).
- 10.7 U najvećoj mjeri dopuštenoj primjenljivim zakonom, svaki će Prodavac zajedno i pojedinačno braniti, obešteti i zaštititi Kupca i svaku Obeštećenu stranu od i protiv bilo kakvog Gubitka koji je stvarno pretrpjela ili napravila bilo koja Obeštećena strana do mjere koja proizilazi iz ili rezultira iz (a) stvarne netačnosti bilo koje izjave ili garancije takvog Prodavca sadržane u ovom Ugovoru ili bilo kojem Transakcionom dokumentu ili (b) stvarnog kršenja ili neizvršenja bilo kojeg ugovora ili sporazuma tog Prodavca sadržanog u ovom Ugovoru ili bilo kojem Transakcionom dokumentu od strane tog Prodavca. Bez obzira na prethodno navedeno, (i) nijedan Prodavac neće biti odgovoran za bilo kakve Gubitke koji proizilaze iz kršenja izjava i garancija u onoj mjeri u kojoj je Kupac stvarno znao za takvo kršenje na Datum stupanja na snagu ili Završetak; i (ii) nijedna Obeštećena strana neće imati pravo na bilo kakvu odštetu prema ovom Ugovoru u vezi s bilo kojim gubitkom do mjere uzrokovane grubim nemarom,



namjernim nepropisnim ponašanjem ili neispunjavanjem obaveza Obeštećene strane prema ovom Ugovoru ili bilo kojem Transakcionom dokumentu.

11. OGRANIČENJE ODGOVORNOSTI

- 11.1 Odgovornost svakog Prodavca za sva potraživanja prema ovom Ugovoru ili u vezi s njim neće premašiti iznos jednak Kupoprodajnoj cijeni plaćenju tom Prodavcu.
- 11.2 Ako je više od jednog Prodavca odgovorno da izvrši plaćanje Kupcu prema ovom Ugovoru ili u vezi s njim u pogledu istog gubitka ili odgovornosti, odgovornost Prodavaca biće raspodijeljena između Prodavaca u omjeru 50/50.
- 11.3 Nijedan Prodavac neće biti odgovoran za bilo koje potraživanje u vezi s potraživanjem koje se odnosi na Uobičajene garancije (uključujući zahtjev za odštetu prema klauzuli 10.7 gdje se zahtjev za odštetu odnosi na netačnost bilo koje Uobičajene garancije) osim ako taj Prodavac od Kupca ne primi pismeno obavještenje koje sadrži razumno konkretne pojedinosti tog potraživanja prije (i) datuma koji pada šest (6) mjeseci nakon Finansijskog zatvaranja ili (ii) datuma koji pada tri (3) godine nakon Datuma završetka, koje god pada ranije.
- 11.4 Nijedan Prodavac neće biti odgovoran za bilo koji zahtjev u vezi s Poreskom refundacijom osim ako Prodavac od Kupca ne primi pismeno obavještenje koje sadrži razumno konkretne pojedinosti o tom zahtjevu prije datuma koji pada tri (3) mjeseca nakon isteka primjenljivog zakonskog roka zastarijevanja u odnosu na zahtjev koji se odnosi na Poresku refundaciju.
- 11.5 Prava i pravni lijekovi Kupca prema ovoj klauzuli 11 su kumulativni i biće isključivi i umjesto bilo kojeg drugog prava, radnje, odbrane, izuzetka, zahtjeva ili pravnog lijeka koji bi, da nije ove klauzule, bili dostupni Kupcu prema bilo kojem mjerodavnom zakonu ili na neki drugi način u vezi sa, ili kao posljedica, bilo koje Garancije Prodavaca koja je neistinita ili netačna.
- 11.6 Bez obzira na bilo koju drugu odredbu ovog Ugovora, ova se klauzula neće primjenjivati na isključivanje ili ograničavanje odgovornosti Prodavaca u mjeri u kojoj bilo koji zahtjev prema ovom Ugovoru proizilazi iz razloga bilo kakve prevare ili nepoštenog ili namjernog nepropisnog ponašanja ili namjernog prikrivanja, ponaosob, od strane ili u ime Prodavaca.

12. GARANCIJE KUPCA

- 12.1 Kupac garantuje svakom od Prodavaca da, na datum ovog Ugovora:



- 12.1.1 ima pravo, ovlaštenja i moć da izvrši i isporuči, i ostvari svoja prava i izvrši svoje obaveze prema ovom Ugovoru i Transakcionim dokumentima čija je ugovorna strana;
- 12.1.2 njegove obaveze prema ovom Ugovoru predstavljaju, a njegove obaveze prema Transakcionim dokumentima čija je ugovorna strana će, kada budu dostavljeni, predstavljati obavezujuće obaveze u skladu s njihovim odnosnim uslovima;
- 12.1.3 njegovo izvršenje i isporuka, kao i njegovo izvršavanje obaveza prema ovom Ugovoru i Transakcionim dokumentima čija je ugovorna strana neće: (a) rezultirati kršenjem bilo koje odredbe njegove odluke o osnivanju ili statuta ili bilo koji od njegovih drugih osnivačkih dokumenata; i (b) rezultirati kršenjem bilo kojeg naloga, presude ili uredbe bilo kojeg suda ili vladine agencije čija je strana ili koji ga obavezuju; i
- 12.1.4 nije potrebna dalja saglasnost, ovlaštenje, licenca ili odobrenje bilo kojeg vladinog, upravnog, sudskog ili regulatornog tijela, organa ili organizacije ili njegovih akcionara za odobrenje izvršenja, dostavljanja, valjanosti, izvršivosti ili izvršavanja njegovih obaveza prema ovom Ugovoru ili Transakcionim dokumentima čija je strana niti će biti potrebni kao posljedica ovog Ugovora.
- 12.2 Garancije Kupca navedene u klauzuli 12.1 smatraće se ponovljenima neposredno prije Završetka pozivanjem na činjenice i okolnosti koje tada postoje kao da su pozivanja u Kupčevim garancijama navedenim u klauzuli 12.1 na datum ovog Ugovora pozivanja na Datum Završetka.

13. BEZ PRAVA NA PONIŠTENJE ILI RASKID

Ni Kupac niti bilo koji Prodavac neće imati pravo da poništi ili (osim u skladu s izričitim pravima na raskid navedenim u klauzuli 6 ovog Ugovora) raskine ovaj Ugovor u bilo kojim okolnostima (bilo prije ili nakon Završetka). Ovo ne isključuje odgovornost za prevaru ili lažno predstavljanje (ili pravni lijek u vezi s tim).

14. POVJERLJIVOST I OBJAVE

14.1 Za potrebe ove klauzule 14:

14.1.1 „Povjerljive informacije“ su:

- (a) (u vezi s obavezama Kupca) sve informacije primljene direktno ili indirektno ili koje posjeduje Kupac (ili bilo koji od njegovih Predstavnika) koje se odnose



na bilo kojeg Prodavca i/ili bilo koje od njegovih pridruženih društava s vremena na vrijeme i, prije Završetka, Društvo ili Projekat;

- (b) (u vezi s obavezama Prodavaca) sve informacije primljene direktno ili indirektno ili koje posjeduju Prodavci ili se drže u ime Prodavaca (ili bilo kojeg od njihovih Predstavnika) koje se odnose na Kupca i/ili bilo koje od njegovih pridruženih društava i, nakon Završetka, Društvo ili Projekat;
- (c) sadržaj i postojanje informacija koje su detaljno navedene i koje se odnose na odredbe ovog Ugovora i drugih Transakcionih dokumenata i pregovore koji su vodili do njih; i
- (d) postojanje ili predmet ovog Ugovora (ili bilo kojeg drugog Transakcionog dokumenta),

i uključuju pisane informacije i informacije prenesene ili dobijene usmeno, vizuelno, elektronski ili na bilo koji drugi način; i

14.2 „**Predstavnici**“ su, u odnosu na stranu, njena pridružena društva i direktori, službenici, zaposleni, članovi investicionih odbora, agenti, savjetnici, računovođe, revizori, osiguravači, posrednici u osiguranju i konsultanti te strane i/ili njenih pridruženih društava.

14.3 Svaki od Prodavaca i Kupac dužni su (i obezbijediće da svaki od njihovih Predstavnika) da čuvaju Povjerljive informacije i neće ih otkriti nijednom licu osim:

14.3.1 kako je dopušteno ovom klauzulom 14;

14.3.2 uz prethodno pismeno odobrenje: (i) u slučaju da Kupac otkrije bilo koju Povjerljivu informaciju, Prodavaca, ili (ii) u slučaju da Prodavac otkrije bilo koju Povjerljivu informaciju, Kupca; ili

14.4 Klauzula 14.3 neće spriječiti otkrivanje od Strane ili njenih Predstavnika u mjeri u kojoj ono može pokazati da:

14.4.1 otkrivanje zahtijeva zakon ili bilo koja berza ili bilo koje regulatorno, vladino ili antimonopolsko tijelo koje ima odgovarajuću nadležnost (pod uslovom da će strana koja otkriva, u mjeri dopuštenoj prema primjenljivom zakonu, prvo obavijestiti (u slučaju da Kupac otkriva) Prodavce i (u slučaju da Prodavac otkriva) Kupca o svojoj namjeri da otkrije takve Povjerljive informacije i uzeti u obzir razumne zahtjeve (u

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slučaju da Kupac otkriva) Prodavaca i (u slučaju Prodavac otkriva) Kupca) u pogledu vremena, sadržaja i načina otkrivanja. Ništa što je navedeno u ovom Ugovoru neće spriječiti Kupca ili Prodavce da blagovremeno ispune svoje obaveze otkrivanja prema ovoj klauzuli 14.4.1;

- 14.4.2 otkrivanje se vrši Poreskom organu ili Poreskom ili drugom stručnom savjetniku u okolnostima kada je takvo otkrivanje razumno potrebno za upravljanje Poreskim poslovima bilo kojeg Prodavaca, Kupca ili bilo kojeg od njihovih pridruženih društava ili Društva;
- 14.4.3 otkrivaju se Povjerljive informacije koje su bile zakonito u posjedu te Strane ili bilo kojeg od njenih Predstavnik (što je u oba slučaja dokazano pisanom evidencijom) bez ikakve obaveze čuvanja tajnosti prije nego što su primljene ili zadržane;
- 14.4.4 otkrivaju se Povjerljive informacije koje su prethodno postale javno dostupne, ali ne krivicom te Strane (ili njenih Predstavnik);
- 14.4.5 otkrivanje postojanja i/ili predmeta ovog Ugovora, isključujući sve informacije komercijalno osjetljive prirode koje se odnose na bilo kojeg od Prodavaca, Kupca ili Društvo, učinjeno je u marketinškoj literaturi koju je izdao ili distribuirao Kupac ili njegova pridružena društva ili su izdati ili distribuirani u njihovo ime nakon Završetka;
- 14.4.6 otkrivanje je u skladu s objavom za štampu koju su izdali Prodavac i Kupac na datum ovog Ugovora u dogovorenom obliku („Objava“);
- 14.4.7 otkrivanje je potrebno u svrhu bilo kojeg arbitražnog ili sudskog postupka koji je proizašao iz ovog Ugovora (ili bilo kojeg drugog Transakcionog dokumenta);
- 14.4.8 samo u slučaju Kupca, bilo kojoj banci ili finansijskoj instituciji (ili njenim agentima i/ili predstavnicima) koju on ili njegova pridružena društva namjeravaju da uključe u finansiranje u vezi sa zahtjevima duga ili vlasničkog kapitala Projekta;
- 14.4.9 samo u slučaju Kupca, svim izvođačima trećih strana i potencijalnim izvođačima i ugovornim stranama ili potencijalnim ugovornim stranama u Projektnim ugovorima; ili
- 14.4.10 samo u slučaju Kupca, bilo kojem Državnom organu u vezi s razvojem Projekta;



14.4.11 samo u slučaju Kupca, bilo koji stručni savjetnik, konsultant, banka, finansijska institucija, kupac ili sticalac (uključujući njihove agente i predstavnike) u razmatranju ili u vezi s bilo kojom kupovinom, direktno ili indirektno, hartija od vrijednosti Kupca i/ili bilo kojeg od njegovih pridruženih društava i/ili Društva ili u razmatranju ili u vezi s bilo kakvom prodajom imovine, spajanjem, amalgamacijom, aranžmanom, konsolidacijom, poslovnom kombinacijom ili drugom korporativnom reorganizacijom koja uključuje Kupca i/ili bilo koje od njegovih pridruženih društava i/ili Društvo.

14.4.12 takvo se otkrivanje odnosi na postojanje i/ili predmet ovog Ugovora (ili bilo kojeg drugog Transakcionog dokumenta) i događa se prilikom pružanja informacija ili savjeta bilo kojem direktnom ili indirektnom ulagaču ili potencijalnom ulagaču u fondove ili druge investicione instrumente kojima upravljaju i/ili koje savjetuju pridružena društva takve Strane, zajedno s njihovim direktorima, službenicima, savjetnicima ili agentima, pod uslovom da su takvi primaoci obaviješteni o povjerljivoj prirodi Povjerljivih informacija i obavezani obavezama povjerljivosti koje nijesu manje stroge od obaveza povjerljivosti prema ovom Ugovoru.

14.5 Svaki od Prodavaca i Kupaca obavezuje se da će otkriti Povjerljive informacije svojim Predstavnicima samo ako je to razumno potrebno za svrhe povezane s ovim Ugovorom ili drugim Transakcionim dokumentima i samo ako su njihovi Predstavnici obaviješteni o povjerljivoj prirodi Povjerljivih informacija i obavezani su obavezama povjerljivosti koje nijesu manje stroge od obaveza povjerljivosti prema ovom Ugovoru.

15. TROŠKOVI

15.1 U skladu s klauzulom 15.2, osim kako je izričito navedeno u ovom Ugovoru (ili bilo kojem drugom Transakcionom dokumentu), svaka će Strana platiti sopstvene troškove, naknade, izdatke i Poreze nastale u vezi s pregovorima, pripremom i potpisivanjem ovog Ugovora (i bilo kojeg dokumenta na koji se on poziva).

15.2 Kupac će snositi sve naknade za notarizaciju i sve administrativne takse (uključujući u svakom slučaju sve povezane kamate ili kazne, ali isključujući, radi izbjegavanja sumnje, bilo kakav porez na kapitalnu dobit u vezi s prenosom Udjela i Akcionarskih zajmova, koji će biti za račun Prodavaca) koji nastane kao rezultat sklapanja ili sprovođenja ovog Ugovora.

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ODRICANJA, PRAVA I PRAVNI LJЕКОВИ

Osim kako je izričito navedeno u ovom Ugovoru, nikakvo neostvarivanje ili kašnjenje bilo koje Strane u ostvarivanju bilo kojeg prava ili pravnog lijeka koji se odnosi na ovaj Ugovor ili bilo koji od Transakcionih dokumenata neće uticati ili djelovati kao odricanje ili izmjena tog prava ili pravnog lijeka ili onemogućiti njegovo ostvarivanje u nekom kasnijem trenutku. Nijedno pojedinačno ili djelimično ostvarivanje bilo kojeg takvog prava ili pravnog lijeka neće spriječiti dalje ostvarivanje istog ili bilo kojeg drugog pravnog lijeka.

17. IZMJENE

Nijedna izmjena ovog Ugovora neće biti valjana ako nije u pisanom obliku i propisno potpisana od strane ili u ime svakog od Prodavaca i Kupca.

18. CJELOKUPNI SPORAZUM

18.1 Ovaj Ugovor i Transakcioni dokumenti zajedno predstavljaju cijeli sporazum između Strana u vezi s prodajom i kupovinom Prodajnih udjela i zamjenjuju svaki prethodni dogovor (bilo usmeni ili pismeni) koji se odnosi na Predloženu transakciju. Dogovoreno je da, osim kako je izričito navedeno u ovom Ugovoru ili bilo kojem drugom Transakcionom dokumentu:

18.1.1 nijedna Strana neće imati nikakvo potraživanje ili pravni lijek u vezi s bilo kojom izjavom, tvrdnjom, garancijom koju je dala ili obavezom koju je preuzela druga Strana ili je data ili preuzeta u ime druge Strane (ili bilo koje od njenih Povezanih lica) u vezi s Predloženom transakcijom koja nije izričito predviđena u ovom Ugovoru ili bilo kojem drugom Transakcionom dokumentu;

18.1.2 bilo koje odredbe ili uslovi implicirani zakonom u bilo kojoj jurisdikciji u vezi s Predloženom transakcijom isključeni su u najvećoj mjeri dopuštenoj zakonom ili, ako nije moguće isključiti, od bilo kojeg prava ili pravnih lijekova u vezi s njima se neopozivo odustaje;

18.1.3 jedino pravo ili pravni lijek strane u vezi s bilo kojom odredbom ovog Ugovora ili bilo kojeg drugog Transakcionog dokumenta biće za kršenje ovog Ugovora ili relevantnog Transakcionog dokumenta; i

18.1.4 osim za bilo kakvu odgovornost u vezi s kršenjem ovog Ugovora ili bilo kojeg drugog Transakcionog dokumenta, nijedna strana (ili bilo koje od njenih Povezanih lica) neće

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imati nikakvu obavezu dužne pažnje niti bilo kakvu odgovornost po osnovu odštetnog prava ili u drugom obliku prema drugim stranama (ili njihovim odgovarajućim Povezanim licima) u vezi s Predloženom transakcijom,

s tim da ova klauzula 18 ne isključuje nikakvu odgovornost za prevaru ili lažno predstavljanje (ili pravni lijek u vezi s tim). Svaka Strana pristaje na uslove ove klauzule 18 u svoje ime i kao agent za svako od svojih Povezanih lica.

19. NIŠTAVOST

19.1 Svaka od odredaba ovog Ugovora i ostalih Transakcionih dokumenata je pojedinačno valjana. Ako se bilo koja takva odredba bude smatrala ili postane nevažećom ili neizvršivom u bilo kojem pogledu prema zakonu bilo koje jurisdikcije:

19.1.1 neće imati nikakvo dejstvo u tom pogledu i Strane će uložiti sve razumne napore da je u tom pogledu zamijene valjanom i izvršivom zamjenskom odredbom čije je dejstvo što bliže namjeravanom dejstvu;

19.1.2 preostale odredbe ovog Ugovora ostaće na punoj snazi u toj jurisdikciji; i

19.1.3 sve odredbe ovog Ugovora ostaju na punoj snazi u bilo kojoj drugoj jurisdikciji.

20. OBAVJEŠTENJA

20.1 Sva obavještenja u vezi s ovim Ugovorom biće u pisanom obliku na engleskom jeziku i dostavljena lično, elektronskom poštom ili kurirskom službom (koristeći međunarodno priznatu kurirsku firmu).

20.2 Obavještenje stupa na snagu po prijemu i smatraće se primljenim (i) u trenutku dostavljanja, ako je dostavljeno lično ili putem kurira; ili (ii) u trenutku prenosa ako je dostavljeno elektronskom poštom, osim ako pošiljalac primi obavještenje o kašnjenju ili neuspješnom slanju obavještenja, u kojem slučaju: (x) u odnosu na obavještenje o kašnjenju, smatraće se da je obavještenje primljeno po stvarnom prijemu od strane predloženog primaoca; i (y) u slučaju neuspješnog slanja obavještenja, neće se smatrati da je predloženi primalac primio obavještenje. Ako se dostava izvrši izvan Radnog vremena, obavještenje će se smatrati primljenim na početku Radnog vremena narednog Radnog dana.

20.3 Adrese i adrese elektronske pošte strana u svrhu klauzule 20.1 su sljedeće:



Prodavci

Simes

Prima: gđin
Dejan Milić

Adresa: BULEVAR
SVETOG PETRA
CETINJSKOG 118/5

Email: info@simesing.me

Sistem

Prima: gđin
Ljubiša
Bošković

Adresa: SLOBODE 78

Email:

info@sistem-mne.com

Kupac

Prima:

Adresa:

Email:

Daniel
Calderon

Alcazar Energy
Unit 703, Building 1, Park
Heights Square, Dubai
Hills Estate
Dubai, UAE
PO BOX 449205

dcalderon@alcazarenergy.com

Uz kopiju za
Enrico
Casari

Alcazar Energy
Unit 703, Building 1, Park
Heights Square, Dubai
Hills Estate
Dubai, UAE
PO BOX 449205

ecasari@alcazarenergy.com

- 20.4 Svaka će Strana povremeno obavijestiti druge strane pisanim putem o promjeni svojih podataka u klauzuli 20.3, pod uslovom da takvo obavještenje stupa na snagu samo:

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20.4.1 na datum naveden u obavještenju kao datum kada promjena treba da nastupi; ili

20.4.2 ako datum nije naveden ili je naveden datum kraći od pet Radnih dana nakon datuma kada je obavještenje dato, datum koji je peti (5) Radni dan nakon što je obavještenje o bilo kojoj promjeni dato.

21. PRIMJERCIM UGOVORA

Ovaj Ugovor može biti potpisan u neograničenom broju primjeraka, a svaka Strana može potpisati zasebne primjerke. Svaki primjerak je original, ali svi primjerci zajedno čine jedan te isti instrument. Dostavljanje primjerka ovog Ugovora putem priloga elektronskoj pošti je djelotvoran način dostave.

22. JEZIK UGOVORA

Ovaj Ugovor je dogovoren i pripremljen na engleskom jeziku. U slučaju bilo kakvog prevoda ovog Ugovora ili bilo kojeg njegovog dijela na bilo koji drugi jezik, isti će se i dalje tumačiti prema verziji na engleskom jeziku koja će stoga imati prevagu u slučaju bilo kakvog sukoba ili neslaganja.

23. PRENOS

23.1 Osim ako se Prodavci i Kupac izričito dogovore u pisanom obliku, nijedan od Prodavaca niti Kupac neće dodijeliti, prenijeti, naplatiti ili na drugi način postupati sa svim ili bilo kojim od svojih prava i/ili obaveza prema ovom Ugovoru, niti dodijeliti, proglasiti, uspostaviti ili raspolagati bilo kojim pravom ili interesom u njemu. Svaki navodni prenos koji je u suprotnosti s ovom klauzulom 23 biće ništavan.

23.2 Ovaj će Ugovor biti obavezujući i važiće u korist pravnih sljedbenika i dopuštenih prijelnika svake od Strana, a pozivanja na Strane tumačiće se u skladu s tim.

24. DALJA POMOĆ

24.1 Svaka Strana mora učiniti, o sopstvenom trošku, sve što je razumno potrebno, uključujući pružanje informacija, potpisivanje i dostavljanje instrumenata i dokumenata i preduzimanje drugih radnji koje mogu biti propisane zakonom ili koje mogu biti potrebne za sprovođenje i stavljanje na snagu ovog Ugovora.



PRAVA TREĆIH STRANA

- 25.1 Osim ako je izričito navedeno drugačije u ovom Ugovoru, lice koje nije Strana ovog Ugovora nema pravo prema Zakonu o ugovorima (Prava trećih strana) iz 1999. godine da sprovodi bilo koju odredbu ovog Ugovora, ali to ne utiče na bilo koje pravo ili pravni lijek treće strane koji postoje ili su dostupni mimo tog Zakona.

26. MJERODAVNO PRAVO

Ovaj Ugovor i sve vanugovorne obaveze koje proizilaze iz ovog Ugovora ili u vezi s njim uređeni su i tumače se u skladu s engleskim pravom.

27. JURISDIKCIJA

- 27.1 Strane su saglasne da bilo koji spor, potraživanje, razlika, pitanje ili neslaganje koji proizađu iz ovog Ugovora, u vezi s njim ili koji imaju bilo kakvu vezu s ovim Ugovorom, uključujući bilo koji spor u vezi s njegovim postojanjem, valjanošću, tumačenjem, izvršenjem, kršenjem ili raskidom ili posljedicama njegove ništavosti i svaki spor koji se odnosi na bilo koje vanugovorne obaveze koje proizilaze iz njega ili u vezi s njim, upućuje se i konačno rješava arbitražom prema Pravilima arbitraže („Pravila“) Međunarodne privredne komore u Parizu u Francuskoj („ICC“).
- 27.2 Pravila su obuhvaćena pozivanjem u ovoj klauzuli 27, a izrazi koji su napisani velikim početnim slovom u ovoj klauzuli 27 koji nijesu drugačije definisani u ovom Ugovoru imaju značenje koje im je dato u Pravilima.
- 27.3 Broj arbitara je tri. Kupac imenuje jednog (1) arbitra, Prodavac(ci) koji je (su) strana(e) u relevantnom sporu, potraživanju, razlici, pitanju ili neslaganju zajedno imenuju jednog (1) arbitra, a jedan (1) arbitar koji će služiti kao predsjednik imenuje se sporazumom između Kupca i takvog(ih) Prodavca(aca). Ako se takav dogovor ne postigne u roku od trideset (30) dana od imenovanja arbitara koje su imenovale strane, trećeg arbitra će imenovati ICC.
- 27.4 Sjedište ili pravno mjesto arbitraže je London u Engleskoj. Ovaj sporazum o arbitraži uređen je engleskim pravom.
- 27.5 Jezik koji se koristi u arbitražnom postupku je engleski. Svi dokumenti dostavljeni u vezi s postupkom moraju biti na engleskom jeziku ili, ako su na drugom jeziku, praćeni engleskim prevodom.

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-OSTATAK OVE STRANICE NAMJERNO JE OSTAVLJEN PRAZNIM-

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KAO POTVRDU NAVEDENOG, Strane su propisno potpisale ovaj Ugovor i predviđeno je da bude
ovim je dostavljen na prvi gore napisani datum.

POTPISANO KAO UGOVOR

za i u ime

DRUŠTVA ZA PROIZVODNJU, PROMET I USLUGE „SIMES INŽENJERING“ D.O.O.
PODGORICA

koje postupa putem Dejana Milića, direktora

[Stavljen svojeručni potpis]

[Stavljen okrugli pečat: Društvo za proizvodnju, promet i usluge d.o.o. „Simes Inženjering“ Podgorica]

U prisustvu:

Potpis svjedoka:

Ime i prezime svjedoka:

Adresa:

Zanimanje:

[Stavljen svojeručni potpis]

[Stavljen okrugli pečat s dvojezičnim tekstom: Tamara Volkov, tumač za engleski jezik, Podgorica]

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POTPISANO KAO UGOVOR

za i u ime

D.O.O. „SISTEM - MNE“ ZA PROIZVODNJU, PROMET I USLUGE, EXPORT-IMPORT -
PODGORICA

koje postupa putem Ljubiše Boškovića, direktora

[Stavljen svojeručni potpis]

[Stavljen okrugli pečat: Društvo za proizvodnju, promet i usluge, export-import d.o.o. „SISTEM-MNE“
Podgorica]

U prisustvu:

Potpis svjedoka:

Ime i prezime svjedoka:

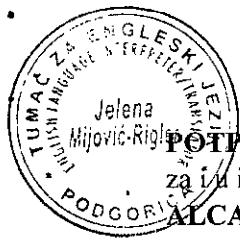
Adresa:

Zanimanje:

[Stavljen svojeručni potpis]

[Stavljen okrugli pečat s dvojezičnim tekstom: Tamara Volkov, tumač za engleski jezik, Podgorica]

DMR



POTPISANO KAO UGOVOR

za i u ime

ALCAZAR ENERGY PARTNERS II HOLDCO LIMITED

koje postupa putem Milice Irić, advokatice imenovane za ovu svrhu putem punomoćja od 12. septembra 2023. godine

[Stavljen svojeručni potpis]

U prisustvu:

Potpis svjedoka:

Ime i prezime svjedoka:

Adresa:

Zanimanje:

[Stavljen svojeručni potpis]

[Stavljen okrugli pečat s dvojezičnim tekstom: Tamara Volkov, tumač za engleski jezik, Podgorica]

[Prva stranica parafirana inicijalima jedne od ugovornih strana u gornjem lijevom uglu. Svaka stranica parafirana inicijalima sve tri ugovorne strane u donjem desnom uglu.]

MR

TUMAČ
Jelena Mijović-Rigler

za engleski jezik, postavljena u Crnoj Gori rješenjem ministra pravde
broj: UPI-05-109/22-1336-1 od 6. marta 2023. godine, na vrijeme od pet
godina, potvrđuje da je ovaj prevod vjeran originalu.

INTERPRETER/TRANSLATOR
Jelena Mijović-Rigler

English language interpreter/translator, appointed in Montenegro by the Decision
of the Minister of Justice number: UPI-05-109/22-1336-1 of 6 March 2023, for a
five-year period, hereby certifies that the foregoing is a true and faithful translation
of the original document.

Troškovi prevoda iznose / Translation fee € 1

U Podgorici, dana / In Podgorica, on

08.11.2023.

Jelena
Mijović-Rigler

Podpis / Signature



SAVILLE & CO

— SCRIVENER NOTARIES —

Saville Notaries LLP 11 Old Jewry London EC2R 8DU

Tel: +44 (0)20 7776 9800 www.savillenotaries.com mail@savillenotaries.com

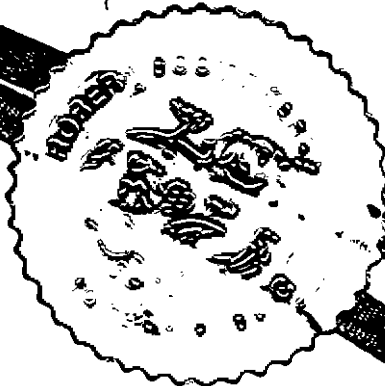
Sophie Milburn Nicholas Thompson Robert Kerss Andrew MacNab Christopher Higgins*

Eleonora Ceolin* Kyriaki Manika* Saffiyah Mengrani*

TO ALL TO WHOM THESE PRESENTS SHALL COME, I ROBERT SCOTT KERSS of the City of London NOTARY PUBLIC by royal authority duly admitted and sworn DO HEREBY CERTIFY that the documents hereunto annexed are true printouts obtained from the Companies House website of information from the records of the company styled **ALCAZAR ENERGY PARTNERS II HOLDCO LIMITED** of London, England (hereinafter the "Company") as filed with the REGISTRAR OF COMPANIES FOR ENGLAND AND WALES according to law;

AND I DO ALSO CERTIFY that the Company is a UK-registered private limited company duly organised and existing under the laws of England and Wales, registered with the Registrar of Companies for England and Wales under number 14671727 and with registered office at 1 Bartholomew Lane, London, England, EC2N 2AX.

IN FAITH AND TESTIMONY WHEREOF I the said notary have subscribed my name and set and affixed my seal of office at London aforesaid this twelfth day of September two thousand and twenty three.



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Regulated through the Faculty Office of the Archbishop of Canterbury

*General Notary



APOSTILLE (Convention de La Haye du 5 octobre 1961)	
1. Country: United Kingdom of Great Britain and Northern Ireland Pays / Pais:	
This public document Le présent acte public / El presente documento público	
2. Has been signed by a été signé par Robert S Kerss ha sido firmado por	
3. Acting in the capacity of agissant en qualité de Notary Public quien actúa en calidad de	
4. Bears the seal / stamp of est revêtu du sceau / timbre de The Said Notary Public y está revestido del sello / timbre de	
Certified Attesté / Certificado	
5. at à / en London	6. the le / el día 12 September 2023
7. by par / por His Majesty's Principal Secretary of State for Foreign, Commonwealth and Development Affairs	
8. Number sous no / bajo el numero APO-FJOY-ROUG-5N02-8VP4	
9. Seal / stamp Sceau / timbre Sello / timbre	10. Signature Signature Firma B. Patel

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**CERTIFICATE OF INCORPORATION
OF A
PRIVATE LIMITED COMPANY**

Company Number **14671727**

The Registrar of Companies for England and Wales, hereby certifies that

ALCAZAR ENERGY PARTNERS II HOLDCO LIMITED

is this day incorporated under the Companies Act 2006 as a private company, that the company is limited by shares, and the situation of its registered office is in England and Wales

Given at Companies House, Cardiff, on **17th February 2023**



N14671727M



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

IN01(ef)

Application to register a company



Received for filing in Electronic Format on the: **17/02/2023**

XBXJT6PK

Company Name in full: **ALCAZAR ENERGY PARTNERS II HOLDCO LIMITED**

Company Type: **Private company limited by shares**

Situation of Registered Office: **England and Wales**

Proposed Registered Office Address: **1 BARTHOLOMEW LANE
LONDON
UNITED KINGDOM EC2N 2AX**

Sic Codes: **64209**

I wish to entirely adopt the following model articles:

Private (Ltd by Shares)

Proposed Officers

Company Secretary 1

Type: **Corporate**
Name: **INTERTRUST (UK) LIMITED**
Principal / Business Address: **1 BARTHOLOMEW LANE
LONDON
UNITED KINGDOM EC2N 2AX**

UK Limited Company

Registration Number: **06307550**

The subscribers confirm that the corporate body named has consented to act as a secretary.

Company Director **1**

Type: **Person**
Full Forename(s): **MR MIGUEL ANTONIO**
Surname: **HIGUERA DIAZ**
Service Address: **recorded as Company's registered office**
Country/State Usually Resident: **UNITED ARAB EMIRATES**

Date of Birth: ****/02/1977** Nationality: **SPANISH**
Occupation: **FINANCE DIRECTOR**

The subscribers confirm that the person named has consented to act as a director.

Company Director **2**

Type: **Person**
Full Forename(s): **MS. WENDA MARGARETHA**
Surname: **ADRIAANSE**
Service Address: **recorded as Company's registered office**
Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: ****/06/1971** Nationality: **DUTCH**
Occupation: **DIRECTOR**

The subscribers confirm that the person named has consented to act as a director.

Company Director 3

Type: **Person**
Full Forename(s): **MR IAN**
Surname: **HANCOCK**
Service Address: **recorded as Company's registered office**
Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: ****/01/1967** *Nationality:* **BRITISH**
Occupation: **DIRECTOR**

The subscribers confirm that the person named has consented to act as a director.

Statement of Capital (Share Capital)

Class of Shares:	ORDINARY	Number allotted	100
Currency:	GBP	Aggregate nominal value:	100
Prescribed particulars			

THE SHARES HAVE ATTACHED TO THEM FULL VOTING, DIVIDEND AND CAPITAL DISTRIBUTION (INCLUDING ON WINDING UP) RIGHTS; THEY DO NOT CONFER ANY RIGHTS OF REDEMPTION.

Statement of Capital (Totals)

Currency:	GBP	Total number of shares:	100
		Total aggregate nominal value:	100
		Total aggregate unpaid:	0

Initial Shareholdings

Name: ALCAZAR ENERGY
PARTNERS II SLP (SCSP)

Address 4 RUE PETERNELCHEN,
HOWALD
GRAND DUCHY OF
LUXEMBOURG
LUXEMBOURG
LUXEMBOURG
L-2370

Class of Shares: **ORDINARY**

Number of shares: **100**

Currency: **GBP**

*Nominal value of each
share:* **1**

Amount unpaid: **0**

Amount paid: **1**

Persons with Significant Control (PSC)

Statement of initial significant control

On incorporation, there will be someone who will count as a Person with Significant Control (either a registerable person or relevant legal entity (RLE)) in relation to the company

Relevant Legal Entity (RLE) details

Company Name: **ALCAZAR ENERGY PARTNERS II SLP (SCSP)**

Service Address: **4 RUE PETERNELCHEN, HOWALD
GRAND DUCHY OF LUXEMBOURG
LUXEMBOURG
LUXEMBOURG
L-2370**

Legal Form: **CORPORATE**

Governing Law: **THE LUXEMBOURG LAW OF 10 AUGUST 1915**

Register Location: **REGISTRE DE COMMERCE ET DES SOCIETES**

Country/State: **LUXEMBOURG**

Registration Number: **B271777**

Nature of control

The relevant legal entity holds, directly or indirectly, 75% or more of the shares in the company.

Nature of control

The relevant legal entity holds, directly or indirectly, 75% or more of the voting rights in the company.

Nature of control

The relevant legal entity has the right, directly or indirectly, to appoint or remove a majority of the board of directors of the company.

Statement of Compliance

I confirm the requirements of the Companies Act 2006 as to registration have been complied with.

Name: **ALCAZAR ENERGY PARTNERS II SLP (SCSP)**
Authenticated **YES**

Authorisation

Authoriser Designation: **subscriber** *Authenticated* **YES**

COMPANY HAVING A SHARE CAPITAL

Memorandum of Association of

ALCAZAR ENERGY PARTNERS II HOLDCO LIMITED

Each subscriber to this memorandum of association wishes to form a company under the Companies Act 2006 and agrees to become a member of the company and to take at least one share.

Name of each subscriber	Authentication
ALCAZAR ENERGY PARTNERS II SLP (SCSP)	Authenticated Electronically

Dated: 17/02/2023



SAVILLE & CO

- SCRIVENER NOTARIES-

Saville Notaries LLP 11 Old Jewry London EC2R 8DU

Tel: +44 (0)20 7776 9800 www.savillenotaries.com mail@savillenotaries.com

Sophie Milburn Nicholas Thompson Robert Kerss Andrew MacNab Christopher Higgins*

Eleonora Ceolin* Kyriaki Manika* Saffiyah Mengerani*

SVIMA ONIMA KOJIMA JE OVAJ DOKUMENT NAMIJENJEN, JA, ROBERT SCOTT KERSS, NOTAR iz grada Londona, uredno priznat od strane kraljevskih vlasti i sa položenom zakletvom, OVIM POTVRĐUJEM da su ovdje priložena dokumenta vjerni ispisi pribavljeni sa internet stranice Agencije za registraciju privrednih preduzeća iz evidencije društva pod nazivom **ALCAZAR ENERGY PARTNERS II HOLDCO LIMITED** iz Londona, Engleska (u daljem tekstu: Društvo) kako su zavedeni kod REGISTRATORA PRIVREDNIH DRUŠTAVA ZA ENGLESKU I VELS u skladu sa zakonom;

I DALJE POTVRĐUJEM da je Društvo nejavno akcionarsko društvo registrovano u Ujedinjenom Kraljevstvu uredno osnovano i koje postoji u skladu sa zakonima Engleske i Velsa, registrovano kod pomenutog Registratora privrednih društava za Englesku i Velsu pod brojem 14671727 i sa sjedištem na adresi 1 Bartholomew Lane, London, Engleska, EC2N 2AX.

U POTVRDU I KAO SVJEDOČENJE TOGA, ja pomenuti notar svojeručno se potpisujem i utiskujem svoj službeni pečat u Londonu, gore navedenog dvanaestog septembra dvije hiljade dvadeset treće.

(dat potpis)

(dat pečat)

Logo: Scrivener Notaries

Grb

Saville & Co. Scrivener Notaries je trgovački naziv Saville Notaries LLP, partnerstva sa ograničenom odgovornošću koje je registrovano u Engleskoj i Velsu pod registarskim brojem OC420687 i sjedištem na adresi 11 Old Jewry, London EC2R 8DU

Reguliše Kancelarija kenterberijskog arhiepiskopa

*Notar

15



APOSTIL
(Convention de La Haye du 5 octobre 1961)

1. Država: Ujedinjeno Kraljevstvo Velike Britanije i Sjeverne Irske

OVU JAVNU ISPRAVU

2. Potpisuje Robert S Kerss
3. U svojstvu Notara
4. Nosi pečat/žig Pomenutog Notara

Ovjereno

5. u Londonu
7. od strane
6. na dan 12. septembar 2023. godine
Glavnog sekretara Njegovog Veličanstva za vanjske, poslove država
Komonvelta i razvojne poslove
8. Br. APO-FJOY-ROUG-5N02-8VP4
9. Pečat/Žig: 10. Potpis: (dat potpis)
B. Patel

(Pečat: Kancelarija za vanjske, poslove država Komonvelta i razvojne poslove, London)

Ovaj Apostil se ne može koristiti u Ujedinjenom Kraljevstvu i samo služi kao potvrda vjerodostojnosti potpisa, pečata ili štamblja na priloženom javnom dokumentu iz Ujedinjenog Kraljevstva. Njime se ne potvrđuje vjerodostojnost datog dokumenta. Apostili koji su stavljeni na dokumente koji su fotokopirani i ovjereni u Ujedinjenom Kraljevstvu potvrđuju samo potpis javnog službenika Ujedinjenog Kraljevstva koji je izvršio ovjeru. Njime se ne potvrđuje ni potpis na originalnom dokumentu niti sadržaj originalnog dokumenta na bilo koji način.

Ako će ovaj dokument biti korišćen u zemlji koja nije potpisnica Haške konvencije od 5. oktobra 1961. godine, trebalo bi ga podnijeti konzularnom odjeljenju predstavništva date zemlje.

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ARHIVSKI PRIMJERAK

**Grb
POTVRDA O OSNIVANJU
NEJAVNOG AKCIONARSKOG DRUŠTVA**

Matični br. **14671727**

Registrator privrednih društava za Englesku i Vels ovim putem potvrđuje da je

ALCAZAR ENERGY PARTNERS II HOLDCO LIMITED

osnovano danas shodno Zakonu o privrednim društvima iz 2006. godine kao nejavno društvo i da je društvo ograničeno akcijama, i da se njegovo sjedište nalazi u Engleskoj i Velsu.

Izdato u Agenciji za registraciju privrednih preduzeća, Kardif, **17. februara 2023.** godine.

Barkod

N14671727M

(Dat pečat: Registrator privrednih
društava za Englesku i Vels)

**Službeni pečat Registratora
privrednih društava**

Agencija za registraciju privrednih preduzeća

Gore navedene informacije su saopštene elektronskim sredstvima i njihovu autentičnost je potvrdio Registrator privrednih društava na osnovu odsjeka 1115 Zakona o privrednim društvima iz 2006. godine.



Agencija za registraciju privrednih preduzeća

IN01(ef)

Prijava za registraciju društva

Primljena za arhiviranje u elektronskom formatu: 17.02.2023.

Barkod

XBXJT6PK

Puni naziv društva:

ALCAZAR ENERGY PARTNERS II HOLDCO LIMITED

Tip društva:

Nejavno akcionarsko društvo

Sjedište:

Engleska i Vels

Predložena adresa sjedišta:

**1 BARTHOLOMEW LANE
LONDON
UJEDINJENO KRALJEVSTVO EC2N 2AX**

Šifra djelatnosti:

64209

Želim da u potpunosti usvojim sljedeći tipski statut:

nejavno (akcionarsko)

Elektronski arhiviran dokument za matični broj:

14671727



Predloženi službenici

Sekretar društva **1**

Tip: **korporativni**
Naziv: **INTERTRUST (UK) LIMITED**
Glavna/
poslovna adresa: **1 BARTHOLOMEW LANE**
 LONDON
 UJEDINJENO KRALJEVSTVO EC2N 2AX

Akcionarsko društvo iz Ujedinjenog Kraljevstva

Registarski broj: **06307550**

Potpisnici potvrđuju da je navedeno korporativno tijelo pristalo da djeluje kao sekretar.

Elektronski arhiviran dokument za matični broj:



15



Direktor društva

1

Tip: Fizičko lice
Puno ime(na): g. MIGUEL ANTONIO
Prezime: HIGUERA DIAZ
Adresa za prijem pošte: registrovana kao sjedište Društva
Zemlja/država
uobičajenog boravišta:

Datum rođenja:

Zanimanje:

Potpisnici potvrđuju da je navedeno lice pristalo da djeluje kao direktor.

Direktor društva

2

Tip: Fizičko lice
Puno ime(na): gđa WENDA MARGARETHA
Prezime: ADRIAANSE
Adresa za prijem pošte: registrovana kao sjedište Društva
Zemlja/država
uobičajenog boravišta: UJEDINJENO KRALJEVSTVO

Datum rođenja:

Zanimanje:

Potpisnici potvrđuju da je navedeno lice pristalo da djeluje kao direktor.

Elektronski arhiviran dokument za matični broj:



Direktor društva 3

Tip: Fizičko lice
Puno ime(na): g. IAN
Prezime: HANCOCK
Adresa za prijem pošte: registrovana kao sjedište Društva
Zemlja/država
uobičajenog boravišta:

Datum rođenja:

Zanimanje:

Potpisnici potvrđuju da je navedeno lice pristalo da djeluje kao direktor.

Elektronski arhiviran dokument za matični broj:

K



Potvrda o kapitalu (akcijski kapital)

<i>Klasa akcija:</i>	OBICNE	<i>Broj emitovanih akcija:</i>	100
<i>Valuta:</i>	GBP	<i>Agregatna nominalna vrijednost:</i>	100
<i>Propisane pojedinosti</i>			

AKCIJE IMAJU UKLJUČENO PUNO PRAVO GLASA, PLAĆANJA DIVIDENDI I RASPODJELE KAPITALA (UKLJUČUJUĆI GAŠENJE); NE DODJELJUJU PRAVA OTKUPA.

Potvrda o kapitalu (ukupno)

<i>Valuta:</i>	GBP	<i>Ukupan broj akcija:</i>	100
		<i>Ukupna agregatna nominalna vrijednost:</i>	100
		<i>Ukupni agregatni neplaćeni iznos:</i>	0

Elektronski arhiviran dokument za matični broj:

14671727

K



Početni udio

<i>Naziv:</i>	ALCAZAR ENERGY PARTNERS II SLP (SCSP)	<i>Klasa akcija:</i>	OBIČNE
<i>Adresa:</i>	4 RUE PETERNELCHEN, HOWALD VELIKO VOJVODSTVO LUKSEMBURG LUKSEMBURG LUKSEMBURG L-2370	<i>Broj akcija:</i>	100
		<i>Valuta:</i>	GBP
		<i>Nominalna vrijednost svake akcije:</i>	1
		<i>Neplaćeni iznos:</i>	0
		<i>Plaćeni iznos:</i>	1

Elektronski arhiviran dokument za matični broj:

14671727



Lica sa značajnom kontrolom (PSC)

Izjava o početnoj značajnoj kontroli

Po osnivanju, postojaće lice koje će se smatrati Licem sa značajnom kontrolom (ili lice koje se može registrovati ili relevantno pravno lice (RLE)) u odnosu na društvo

Elektronski arhiviran dokument za matični broj:

14671727

K



Podaci o relevantnim pravnim subjektima (RLE)

Naziv društva: **ALCAZAR ENERGY PARTNERS II SLP (SCSP)**

Adresa za prijem pošte: **4 RUE PETERNELCHEN, HOWALD
VELIKO VOJVODSTVO LUKSEMBURG
LUKSEMBURG
LUKSEMBURG
L-2370**

Pravni oblik: **KORPORATIVNI**

Mjerodavno pravo: **Zakon Luksemburga od 10. avgusta 1915. godine**

Lokacija registra: **REGISTRE DE COMMERCE ET DES SOCIETES**

Zemlja/država: **LUKSEMBURG**

Registarski broj: **B271777**

K



Priroda kontrole

Relevantni pravni subjekat posjeduje, direktno ili indirektno, 75% ili više akcija u društvu.

Priroda kontrole

Relevantni pravni subjekat posjeduje, direktno ili indirektno, 75% ili više glasačkih prava u društvu.

Priroda kontrole

Relevantni pravni subjekat ima pravo, direktno ili indirektno, da imenuje ili razriješi većinu članova odbora direktora društva.

Elektronski arhiviran dokument za matični broj:

14671727

15



Izjava o usklađenosti

Potvrđujem da su zahtjevi Zakona o privrednim društvima iz 2006. godine vezano za registraciju ispunjeni.

NAZIV: ALCAZAR ENERGY PARTNERS II SLP (SCSP)

Potvrđeno: DA

Ovlašćenje

Oznaka ovlašćenja: potpisnik

Potvrđeno: DA

Kraj elektronski arhiviranog dokumenta za matični broj:

14671727

K



DRUŠTVO KOJE POSJEDUJE AKCIJSKI KAPITAL
Ugovor o osnivanju društva
ALCAZAR ENERGY PARTNERS II HOLDCO LIMITED

Svaki potpisnik ovog ugovora o osnivanju želi da osnuje društvo prema Zakonu o privrednim društvima iz 2006. godine i saglasan je da postane član društva i da preuzme makar jednu akciju.

Ime i prezime svakog potpisnika

ALCAZAR ENERGY PARTNERS II SLP (SCSP)

Potvrda

Potvrđeno elektronskim putem

Datum: 17.02.2023.

TUMAČ/INTERPRETER/TRANSLATOR
IVANA GRDINIĆ

za engleski jezik, postavljena u Crnoj Gori rješenjem ministra pravde broj: UPI-05-109/22-765-1 od 4. jula 2022. godine, na vrijeme od pet godina, potvrđuje da je ovaj prevod vjeran originalu.

for English, appointed in Montenegro by the decision of the Minister of Justice number: UPI-05-109/22-765-1 of 4th of July 2022, for the period of five years, certifies that this is the true translation of the original document.

Troškovi prevoda iznose / Translation fee 15. 09. 2023.

U Podgorici, dana/In Podgorica, on _____

Pečat/Seal

Potpis/Signature



SHARE PURCHASE AGREEMENT

relating to the sale and purchase of shares in

VJETRO PARK BIJELA D.O.O.

dated 14 September 2023

between

SIMES INŽENJERING

and

SISTEM MNE

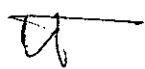
and

ALCAZAR ENERGY PARTNERS H HOLDCO LIMITED

W AD H

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THIS SHARE PURCHASE AGREEMENT is dated 14 September 2023

BY AND BETWEEN

1. **DRUŠTVO ZA PROIZVODNJU, PROMET I USLUGE "SIMES INŽENJERING" D.O.O. PODGORICA**, a company incorporated in Montenegro (registered no. 50093091), whose registered office is at Bulevar Svetog Petra Cetinjskog 118/5, Podgorica, Montenegro ("Simes");
2. **D.O.O. "SISTEM - MNE" ZA PROIZVODNJU, PROMET I USLUGE, EXPORT-IMPORT – PODGORICA**, a company incorporated in Montenegro (registered no. 50654236), whose registered office is at Slobode 78, Podgorica, Montenegro ("Sistem"); and
3. **ALCAZAR ENERGY PARTNERS H HOLDCO LIMITED**, a company incorporated in England (registered no. 14671727), whose registered office is at 1 Bartholomew Lane, London, United Kingdom, EC2N 2AX ("Buyer").

Hereinafter collectively referred to as the "**Parties**" and each individually as a "**Party**".

BACKGROUND

- (A) Simes and Sistem each owns 50% (fifty per cent) of the issued share capital of the Company, which was established to own and develop the Project.
- (B) The Buyer has agreed to acquire 100% (one hundred percent) of the issued share capital of Company on the terms of this Agreement.

NOW THEREFORE, in consideration of the:

1. INTERPRETATION

- 1.1 The definitions and rules of interpretation in this clause apply in this Agreement.

"**Agreement**" means this deed, including its Schedules and Annexes;

"**Anti-Bribery Laws**" means any law, rule, regulation, or other legally binding measure of any jurisdiction that relates to bribery or corruption;

"**Anti-Money Laundering Laws**" means applicable laws (including common or civil law), regulations, rules and guidance having the force of law criminalizing or imposing administrative or regulatory obligations and/or liability in respect of money laundering. Money laundering means the acquisition, possession, use, conversion, transfer or concealment of the

true nature of property of any description, and legal documents or instruments evidencing title to, or interest in, such property, knowing that such property is an economic advantage from criminal offences, for the purpose of:

(a) concealing or disguising the illicit origin of the property (i.e., any criminal origin, including without limitation, corruption, drug trafficking, organized crime, terrorism, money laundering or fraud); or

(b) assisting any person who is involved in the commission of the criminal offence as a result of which such property is generated, to evade the legal consequences of such actions;

"Books and Records" means all books, records, documents and other material in any form relating to the Company;

"Business Day" means a day (other than a Saturday or Sunday) when banks in each of Dubai, Luxembourg, London and Montenegro are open for the transaction of normal business;

"Call Option Agreement" means the Call Option Agreement between Simes, Sistem and Buyer in the form attached as Schedule 4 to be executed by the parties thereto on or before the date of Completion;

"Central Registry of Commercial Entities" means the Central Registry of Commercial Entities of the Revenue and Customs Administration of Montenegro;

"Commercial Operations Date" means the date on which (i) the full "commercial operations date" of the Project (as more particularly defined in the PPA(s)) has occurred, and (ii) the "final completion" under the senior financing agreements relating to the Project (as more particularly defined in the senior financing agreements) has occurred;

"Company" means Vjetro Park Bijela D.O.O., further details of which are set out in Schedule 1.

"Completion" means completion of the sale and purchase of the Sale Shares in accordance with this Agreement;

"Completion Date" means the date on which Completion occurs;

"Completion Payment" has the meaning given in clause 3.1.1;

"Conditions" means the conditions to the sale and purchase of the Sale Shares set out in clause 4.1 and **"Condition"** means any one of them;

"Connected Persons" means (in relation to a Party) its affiliates and direct and indirect shareholders and any of its or their officers, employees, agents and advisers;

"Deferred Conditional Payment(s)" has the meaning given in clause 3.1.2(f);

"Deferred Payment 1 (Land Rights)" means an amount in cash equal to Euro 450,000;

"Deferred Payment 2 (Connection)" means an amount in cash equal to (A) Euro 450,000 plus (B) the Pre-Completion Historic Development Costs Amount (Payable at Deferred Payment 2);

"Deferred Payment 3 (PPA)" means an amount in cash equal to Euro 2,589,700;

"Deferred Payment 4 (Construction Permit)" means the amount in cash in Euro, such that, after payment of the Completion Payment, Deferred Payment 1 (Land Rights), Deferred Payment 2 (Connection), Deferred Payment 3 (PPA) (unless Deferred Payment 4 (Construction Permit) falls due for payment before Deferred Payment 3 (PPA), in which case assuming that the aggregate amount of Deferred Payment 3 (PPA) payable pursuant to this Agreement is equal to Euro 2,589,700) and Deferred Payment 4 (Construction Permit) (and (i) assuming that the aggregate amount of Deferred Payment 5 (FC) payable pursuant to this Agreement is equal to Euro 4,989,600 and (ii) assuming that the aggregate amount of Deferred Payment 6 (COD) payable pursuant to this Agreement is equal to Euro 1,660,000), the Buyer is left with an IRR equal to the IRR Target calculated as the time of payment of Deferred Payment 4 (Construction Permit), using the Financial Model updated at or around the time of payment of Deferred Payment 4 (Construction Permit) to reflect the lenders' base case in respect of the Project at such time, as such amount may be adjusted pursuant to clause 3.2.1, provided that, subject always to satisfaction of the applicable Deferred Payment Condition, the amount of Deferred Payment 4 (Construction Permit) shall not be less than the Minimum Deferred Payment 4 Amount;

"Deferred Payment 5 (FC)" means the amount in cash in Euro, such that, after payment of the Completion Payment, Deferred Payment 1 (Land Rights), Deferred Payment 2 (Connection), Deferred Payment 3 (PPA), Deferred Payment 4 (Construction Permit), Deferred Payment 5 (FC) (and assuming that the aggregate amount of Deferred Payment 6 (COD) payable pursuant to this Agreement is equal to Euro 1,660,000), the Buyer is left with an IRR equal to the IRR Target calculated as the time of Financial Close, using the Financial Model updated at or around Financial Close to reflect the lenders' base case in respect of the Project at Financial Close, as such amount may be adjusted pursuant to clause 3.2.2, provided that, subject always to satisfaction of the applicable Deferred Payment Condition, the amount of Deferred Payment 5 (FC) shall not be less than the Minimum Deferred Payment 5 Amount;

"Deferred Payment 6 (COD)" means the amount in cash in Euro, such that, after payment of the Completion Payment, Deferred Payment 1 (Land Rights), Deferred Payment 2 (Connection), Deferred Payment 3 (PPA), Deferred Payment 4 (Construction Permit), Deferred Payment 5 (FC) and Deferred Payment 6 (COD), the Buyer is left with an IRR equal to the IRR Target calculated as the time of the Commercial Operations Date, using the Financial Model updated at or around the Commercial Operations Date to reflect the lenders' base case in respect of the Project at the Commercial Operations Date, as such amount may be adjusted pursuant to clause 3.2.3 or clause 3.3 (as the case may be);

"Deferred Payment Conditions" means Deferred Payment 1 (Land Rights) Payment Conditions, Deferred Payment 2 (Connection) Payment Conditions, Deferred Payment 3 (PPA) Payment Conditions, Deferred Payment 4 (Construction Permit) Payment Conditions, Deferred Payment 5 (FC) Payment Condition and Deferred Payment 6 (COD) Payment Condition and **"Deferred Payment Condition"** means any one of them;

"Deferred Payment 1 (Land Rights) Payment Conditions" means the execution by the Company of documentation securing the necessary rights in respect of the Project Land necessary for the implementation and completion of the Project, comprising (i) for the privately-owned land, execution by the Company of binding agreements to purchase, lease, or acquire appropriate easements (where applicable) in respect of all applicable land, and (ii) for the state-owned land, (A) the award of land to the Company in accordance with applicable law and the execution by the Company and Governmental Authority of Montenegro of a long-term lease in respect of the applicable land, (B) the long term lease has been amended with approval of the Governmental Authority of Montenegro to remove references to consortium members of the Public Land Consortium in a form reasonably acceptable to the Buyer and (C) the Public Land Consortium to make an application for the state-owned land has been terminated or otherwise amended on terms reasonably acceptable to the Buyer (the successful conclusion of both steps set out in (ii)(B) and (C) of this definition being the **"Public Land Resolution"**);

"Deferred Payment 2 (Connection) Payment Conditions" means (i) the prior satisfaction of the Deferred Payment 1 (Land Rights) Payment Conditions (other than the Public Land Resolution), and (ii) (A) the issue of the urban-technical conditions for the construction of the Project by the responsible Governmental Authority of Montenegro in accordance with Article 218(c) of the Spatial Planning and Construction Act, or alternatively the issue of the urban-technical conditions for the construction of the Project by a competent ministry in the event that a relevant detailed spatial planning document has been adopted for the location of the Project, (B) the issue by TSO to the Company of applicable documentation setting out analysis of the options for the grid connection for the Project, with detailed conditions for connection to the

transmission system, and with proposals for construction of the connection infrastructure required for the completion of the Project, and (C) the Company and the TSO having entered into an agreement on infrastructure construction and interconnection regulating, inter alia, connection conditions, grid connection point, connection fee, connection method, technical requirements, connection deadline, the location and method of measuring the supplied energy, and other relevant rights and obligations related to the grid connection for the Project;

"Deferred Payment 3 (PPA) Payment Conditions" (i) the prior satisfaction of the Deferred Payment 1 (Land Rights) Payment Conditions and the Deferred Payment 2 (Connection) Payment Conditions, and (ii) the execution by the Company of full form PPA(s) in a form and for the required electricity output of the Project acceptable to the lenders providing senior financing for the Project;

"Deferred Payment 4 (Construction Permit) Payment Conditions" means the issue by applicable competent authorities of the construction permit for the Project, including the grid connection infrastructure;

"Deferred Payment 5 (FC) Payment Condition" means the occurrence of Financial Close;

"Deferred Payment 6 (COD) Payment Condition" means the occurrence of the Commercial Operations Date;

"Effective Date" means the date of this Agreement;

"Encumbrance" means any interest or equity of any person (including any right to acquire, option or right of pre-emption) or any mortgage, charge, pledge, lien, assignment, hypothecation, security interest, title retention or any other security agreement or arrangement;

"Engineering Services Agreements" means the service agreements for the provision of engineering services to the Company by engineering companies designated by the Sellers in forms to be agreed by the Buyer and the applicable engineering companies based on the heads of terms attached as Schedule 5;

"Euro" means the euro, being the official currency of the European Union;

"Financial Close" means the date on which all the conditions precedent to drawdown of first funds under the senior finance agreements for the Project are either satisfied or waived and first disbursement of funds under the senior finance agreements has occurred;

"**Financial Model**" means the lenders' base case financial model relating to the Project, in the case of determination of Deferred Payment 4 (Construction Permit), being the model available at or around the time payment of Deferred Payment 4 (Construction Permit) falls due, and, in the case of determination of Deferred Payment 5 (FC) and Deferred Payment 6 (COD), the model delivered to the lenders at or around Financial Close, or otherwise the model available at or around that time, in each case supplemented to incorporate functionality to calculate the IRR, Deferred Payment 4 (Construction Permit), Deferred Payment 5 (FC) and Deferred Payment 6 (COD);

"**Governmental Authority**" means any supra national, national, state, municipal or local government (including any subdivision, court, administrative agency or commission or other authority thereof) or any quasi governmental or private body exercising any regulatory, importing or other governmental or quasi governmental authority, including the European Union and any Tax Authority;

"**Indemnified Party**" has the meaning given in clause 10.6;

"**IRR**" means, as at the time of measurement, the anticipated post-Local Tax, equity (levered), internal rate of return at the Company level expressed as the per annum discount rate at which the sum of the discounted present value of the anticipated cash flows to the Buyer in respect of its equity interest in the Company for a period of twenty five (25) years (assuming zero (0) terminal value) is equal to zero (0) (assuming discounting on the basis of a year of three hundred and sixty five (365) days and actual days elapsed) as calculated in the Financial Model as at such time of measurement and, for the avoidance of doubt, taking into account (i) the costs of any political risk insurance cover put in place in respect of the Project, (ii) the development fee to be received by the Buyer or its affiliates as agreed by the lenders, (iii) the actual cost to Buyer or its affiliates (including costs of collateralization) of providing a letter of credit in respect of its equity contributions if, so required by lenders and (iv) the actual cost to the Buyer or its affiliates of procuring the provision of any performance bank guarantee required under any PPA or otherwise in respect of the Project;

"**IRR Target**" means thirteen (13) per cent;

"**Local Tax**" means any Tax imposed on or applied to the Project, the Company or the Parties (or their affiliates and Connected Persons) by any Governmental Authority of Montenegro;

"**Loss**" means the amount of (i) any out of pocket loss, cost, expense, damage or liability, including interest, fines, reasonable legal and accounting fees and expenses, reduced by (ii) any amounts receivable by the Buyer or any Indemnified Parties as a result if any recovery,

settlement, or otherwise under or pursuant to any insurance coverage, or pursuant to any claim, recovery, settlement, or payment by or against any other person in connection with the circumstances giving rise to such Loss;

"Material Adverse Change" means from the date of this Agreement, any event, circumstance, condition or change which materially and adversely affects the prospects of successfully developing the Project and/or the Company's prospects of achieving Financial Close;

"Minimum Deferred Payment 4 Amount" means an amount in Euro calculated by applying the formula: Minimum Deferred Payment 4 Amount = (Euro 100,000 x N) x 24.9%, where N is the expected final nameplate megawatt capacity of the Project as shown in the Financial Model;

"Minimum Deferred Payment 5 Amount" means an amount in Euro calculated by applying the formula: Minimum Deferred Payment 5 Amount = (Euro 100,000 x N) x 24.9%, where N is the final nameplate megawatt capacity of the Project as determined at Financial Close;

"Notary" means Klikovac Radmila, Podgorica, 13. Jula 13;

"OIE Shareholder Loans" means the loans provided by Obnovljivi Izvori Energije d.o.o. to the Company pursuant to the loan agreements with the Company dated 21/11/2022, 16/01/2023, 31/01/2023, 10/02/2023, 17/02/2023, 06/03/2023, 07/04/2023, 20/04/2023, 19/05/2023, 30/05/2023, 08/08/2023 and 14/08/2023, the aggregate principal amount, of which, outstanding to Obnovljivi Izvori Energije d.o.o. on the date hereof, is equal to Euro 113,000;

"Ordinary Warranties" means warranties and representations set out or referred to in Part 2 of Schedule 2;

"Payment Cap" means an amount in Euro calculated by applying the formula: Payment Cap = Euro 140,000 x N, where N is the final nameplate megawatt capacity of the Project as determined at Financial Close, provided that such amount shall not exceed Euro 16,632,000;

"Payment Floor" means an amount in Euro calculated by applying the formula: Payment Floor = Euro 100,000 x N, where N is the final nameplate megawatt capacity of the Project as determined at Financial Close;

"PermonTE" means društvo za trgovinu i usluge "PERMONTE" DOO PODGORICA, registered under the laws of Montenegro, under the registration number 50437182, with its seat at Mila Radunovića SL/48 (Momišići), Pogorica, Montenegro;

"PPA" means power purchase agreement(s) proposed to be entered into by the Company with one or more off-takers of the electricity output of the Project;

"Pre-Completion Historic Development Costs Amount" means (i) the historic pre-Completion third party development costs incurred by the Sellers or affiliates of the Sellers in respect of the development of the Project, which the Parties agree is equal to an amount of Euro 337,000, as detailed in Schedule 8, comprising (i) the Pre-Completion Historic Development Costs Amount (Payable at Completion) and (ii) the Pre-Completion Historic Development Costs Amount (Payable at Deferred Payment 2);

"Pre-Completion Historic Development Costs Amount (Payable at Completion)" means the amount of Pre-Completion Historic Development Costs Amount equal to Euro 77,507.83, as further detailed in Schedule 8;

"Pre-Completion Historic Development Costs Amount (Payable at Deferred Payment 2)" means the aggregate amount of the (i) Pre-Completion Historic Development Costs Amount (Sistem), (ii) Pre-Completion Historic Development Costs Amount (Permonte) and (iii) Pre-Completion Historic Development Costs Amount (Sellers), as further detailed in Schedule 8;

"Pre-Completion Historic Development Costs Amount (Sistem)" means the amount of Pre-Completion Historic Development Costs Amount equal to Euro 59,400;

"Pre-Completion Historic Development Costs Amount (Permonte)" means the amount of Pre-Completion Historic Development Costs Amount equal to Euro 166,077;

"Pre-Completion Historic Development Costs Amount (Sellers)" means the amount of Pre-Completion Historic Development Costs Amount equal to Euro 34,523;

"Project" means the development, licensing, financing, management, operation, maintenance and ownership of the wind power generating plant with an aggregate installed capacity of approximately 118.8 MW located at Šavnik in the central region of Montenegro, all associated engineering, procurement and construction and the negotiation and implementation of all associated contracts, and all other necessary infrastructure (including transformer, overhead line and interconnection infrastructure) connected therewith and the purchase and use of all commodities necessary for the operation thereof;

"Project Development Agreement" means the Project Development Agreement between Simes, Sistem and Buyer in the form attached as Schedule 6 to be executed on or before the date of Completion;

"Project Land" means the land necessary for the development, implementation and operations of the Project, including the land for any associated infrastructure (such as grid connection infrastructure, overhead line, access roads, etc.);

"Proposed Transaction" means the sale and purchase of the Sale Shares as contemplated by this Agreement;

"Public Land Consortium" has the meaning given in clause 10.5.5;

"Public Land Consortium Agreement" has the meaning given in clause 10.5.5;

"Public Land Resolution" has the meaning given in the definition of Deferred Payment 1 (Land Rights) Payment Conditions;

"Purchase Price" means the total aggregate purchase price for the Sale Shares and the Shareholder Loans, to be paid by the Buyer in accordance with clause 3, being the Completion Payment and any Deferred Conditional Payments that may become payable under this Agreement following satisfaction of applicable Deferred Payment Conditions;

"Sale Shares" means the entire share capital of the Company, comprising the Simes Shares and the Sistem Shares;

"Sale Share Transfer Deed" means the share transfer deed to be signed by the Parties and notarized by a notary public, for the purpose of registration of the Sale Shares transfer to the Buyer in the form attached as Schedule 7;

"Sellers" means Simes and Sistem;

"Seller Warranties" means warranties and representations set out or referred to in clause 10 and Schedule 2;

"Shareholder Loans" means the OIE Shareholder Loans and the Simes Shareholder Loan;

"Simes Sale Shares" means all of the shares held by Simes in the share capital of the Company, representing fifty (50) per cent of the total share capital of the Company;

"Simes Shareholder Loan" means the loan provided by Simes to the Company pursuant to the loan agreement with the Company dated 08/08/2023, the aggregate principal amount, of which, outstanding to Simes on the date hereof, is equal to Euro 10,000;

"Sistem Sale Shares" means all of the shares held by Sistem in the share capital of the Company, representing fifty (50) per cent of the total share capital of the Company;

"SLA Novation Deeds" means the deeds of novation in agreed form relating to the novation of the Shareholder Loans by Obnovljivi Izvori Energije d.o.o. and Simes to the Buyer, with effect from Completion;

"Spatial Planning and Construction Act" means the Montenegrin Spatial Planning and Construction Act (*Zakon o planiranju prostora i izgradnji objekata*, "Official gazette of Montenegro", nos. 064/17, 044/18, 063/18, 011/19, 082/20, 086/22, 004/23;

"Third Party Right" means any interest or equity of any person (including any right to acquire, option or right of pre-emption or conversion) or any mortgage, charge, pledge, lien, assignment, hypothecation, security interest, title retention or any other security agreement or arrangement, or any agreement to create any of the above;

"Tax" or "Taxes" means any and all taxes, including any interest, penalties, or other additions to tax that may become payable in respect thereof, imposed by any Tax Authority or similar body thereto, which taxes shall include all income taxes, profits taxes, taxes on gains, repatriation taxes, withholding taxes, alternative minimum taxes, payroll and employee withholding taxes, unemployment insurance taxes, social security taxes, welfare taxes, disability taxes, severance taxes, taxes on stock, sales and use taxes, ad valorem taxes, value added taxes, excise taxes, franchise taxes, gross receipts taxes, business license taxes, environmental taxes, carbon taxes, occupation taxes, real or personal property taxes, stamp taxes, environmental taxes, transfer taxes, workers' compensation taxes (whether payable directly or by withholding) and other taxes, duties, levies, customs, tariffs and imposts of the same or of a similar nature to any of the foregoing;

"Tax Authority" means any municipal, governmental (including local governmental), state, provincial, statutory, federal or other fiscal, revenue, customs or excise authority, body, court, tribunal or official anywhere in the world with responsibility for, or competent to impose, collect or administer, any form of Tax or make any decision or ruling on any matter relating to Tax;

"Tax Indemnity" has the meaning given in clause 10.6;

"Transaction Documents" means this Agreement, the SLA Novation Deeds, the Call Option Agreement, the Project Development Agreement and all documents in the agreed form to be entered into between the Parties pursuant to or as contemplated by this Agreement;

"TSO" means Crnogorski elektroprenosni sistem a.d., the Montenegrin transmission system operator.

- 1.2 References to clauses, Schedules and Annexes are to the clauses of, and Schedules and Annexes to, this Agreement and references to paragraphs are to paragraphs of the relevant Schedule or Annex.
- 1.3 The Schedules and Annexes form part of this Agreement and shall have effect as if set out in full in the body of this Agreement.
- 1.4 The Background section to this Agreement shall form an operative part of the same.
- 1.5 A reference to a Party shall include that Party's predecessors, successors and permitted assigns.
- 1.6 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.7 All headings or captions contained in this Agreement are for convenience of reference only, do not form a part of this Agreement and shall not affect in any way the meaning or interpretation of this Agreement.
- 1.8 Any reference to a provision "being mutually agreed between the Parties" or "in agreed form" shall mean agreed in writing by each relevant Party.
- 1.9 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms. Where the context permits, other and otherwise are illustrative and shall not limit the sense of the words preceding them.
- 1.10 References to a document in agreed form is to that document in the form agreed by the Parties and initialled by them or on their behalf for identification.
- 1.11 A "holding company" of a company or corporation shall be construed as a reference to any company or corporation of which the first mentioned company or corporation is a subsidiary;

- 1.12 A "person" shall be construed as a reference to any individual, corporation, joint stock company, limited liability company, partnership, joint venture, association, trust, unincorporated organization, governmental instrumentality, or other entity;
- 1.13 A "subsidiary" of a company or corporation shall be construed as a reference to any company or corporation:
- 1.13.1 which is Controlled, directly or indirectly, by the first mentioned company or corporation; or
 - 1.13.2 more than half the issued share capital of which is beneficially owned, directly or indirectly, by the first mentioned company or corporation; or
 - 1.13.3 which is a subsidiary of another subsidiary of the first mentioned company or corporation.
- 1.14 An "affiliate" of a person at a given time shall mean a subsidiary or holding company of that person and any subsidiary of such holding company at that time.
- 1.15 A reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force as at the date of this Agreement. A reference to a statute or statutory provision shall include all subordinate legislation made as at the date of this Agreement under that statute or statutory provision.

2. SALE AND PURCHASE OF SALE SHARES

- 2.1 Subject to the Conditions being satisfied or, where permitted, waived, at Completion, on and subject to the terms of this Agreement:
- 2.1.1 Simes as sole legal and beneficial owner agrees to sell, and the Buyer agrees to purchase, the Simes Sale Shares; and
 - 2.1.2 Sistem as sole legal and beneficial owner agrees to sell, and the Buyer agrees to purchase, the Sistem Sale Shares.
- 2.2 The Sellers warrant that following Completion and following registration of the Sale Shares one hundred (100) per cent of the issued share capital of the Company will be held by the Buyer.
- 2.3 The Sale Shares shall be sold with full title guarantee free of any Encumbrance and with all rights and obligations attached or accruing to them at or after the date of this Agreement,

including the right to receive all dividends or distributions declared, made or paid in respect of the Sale Shares after the date of this Agreement.

2.4 Simes and Sistem respectively waive any rights of pre-emption or other right or option conferred on it under the articles of association of Company or otherwise in respect of any of the share capital of the Company and the Shareholder Loans.

2.5 The Buyer shall not be obliged to complete the purchase of any of the Sale Shares and Shareholder Loans unless the purchase of all the Sale Shares and Shareholder Loans is completed simultaneously in accordance with this Agreement.

2.6 Each Seller covenants with the Buyer that:

2.6.1 it has the right to sell and transfer to the Buyer the full legal and beneficial interest in the applicable Sale Shares on the terms set out in this Agreement; and

2.6.2 Obnovljivi Izvori Energije d.o.o. and Simes have the right to novate to the Buyer the full legal and beneficial interest in their respective Shareholder Loans provided by them to the Company, the total amount of which is Euro 123,000, on the terms set out in this Agreement.

2.7 The Sellers declare that the conditions for acquisition of the Sale Shares by the Buyer, and any subsequent payments from the Company to the Buyer that may arise relating to the Purchase Price, are not intended to create financial assistance for the acquisition of the Sale Shares. Nonetheless, in the event of any doubts, this shall be deemed as the Seller's unilateral approval of any such arrangement in terms of Article 281 paragraph 1 of the Montenegrin Companies Act (*Zakon o privrednim društvima*, "Official Gazette of Montenegro", nos. 065/20, 146/21).

3. PURCHASE PRICE

3.1 The Purchase Price for the Sale Shares is:

3.1.1 Euro 1,500,000 (the "**Completion Payment**") which shall be paid in accordance with clause 3.4; and

3.1.2 subject to and conditional on satisfaction of the applicable Deferred Payment Conditions, the following Deferred Conditional Payments:

(a) Deferred Payment 1 (Land Rights), which shall be payable in accordance with clause 3.5;

- (b) Deferred Payment 2 (Connection), which shall be payable in accordance with clause 3.6;
- (c) Deferred Payment 3 (PPA), which shall be payable in accordance with clause 3.7;
- (d) Deferred Payment 4 (Construction Permit), which shall be payable in accordance with clause 3.8;
- (e) Deferred Payment 5 (FC), which shall be payable in accordance with clause 3.9; and
- (f) Deferred Payment 6 (COD), which shall be payable in accordance with clause 3.10 (each a "**Deferred Conditional Payment**" and together the "**Deferred Conditional Payments**"),

as such applicable Deferred Conditional Payments may be adjusted in accordance with clause 3.2 or clause 3.3.

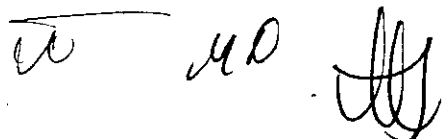
3.2 The aggregate Purchase Price shall not exceed the Payment Cap. If:

3.2.1 upon determination of Deferred Payment 4 (Construction Permit) in accordance with this Agreement, the aggregate Purchase Price exceeds the Payment Cap, Deferred Payment 4 (Construction Permit) shall be reduced to ensure that the aggregate Purchase Price (including Deferred Payment 4 (COD)) does not exceed the Payment Cap; and/or

3.2.2 upon determination of Deferred Payment 5 (FC) in accordance with this Agreement, the aggregate Purchase Price exceeds the Payment Cap, Deferred Payment 5 (FC) shall be reduced to ensure that the aggregate Purchase Price (including Deferred Payment 5 (FC)) does not exceed the Payment Cap; and/or

3.2.3 upon determination of Deferred Payment 6 (COD) in accordance with this Agreement, the aggregate Purchase Price exceeds the Payment Cap, Deferred Payment 6 (COD) shall be reduced to ensure that the aggregate Purchase Price (including Deferred Payment 6 (COD)) does not exceed the Payment Cap.

3.3 Subject always to and conditional on satisfaction of all the Deferred Payment Conditions relating to the Deferred Conditional Payments, the aggregate Purchase Price shall not be less than the Payment Floor. If, following satisfaction of the Deferred Payment 6 (COD) Payment Condition, upon determination of Deferred Payment 6 (COD) in accordance with this

Handwritten initials and signatures: 

Agreement, the aggregate Purchase Price (including Deferred Payment 6 (COD)) is less than the Payment Floor, Deferred Payment 6 (COD) shall be increased to ensure that the aggregate Purchase Price (including Deferred Payment 6 (COD)) is equal to the Payment Floor.

3.4 On Completion, subject to the Sellers having complied in all respects with their obligations under clause 7.2:

3.4.1 the Buyer shall pay the Completion Payment to the Sellers; and

3.4.2 the Buyer shall pay the Pre-Completion Historic Development Costs Amount (Payable at Completion) to the Sellers.

3.5 Subject to and conditional on satisfaction of the Deferred Payment 1 (Land Rights) Payment Conditions, the Buyer shall pay Deferred Payment 1 (Land Rights) to the Sellers within twenty (20) Business Days of satisfaction of the Deferred Payment 1 (Land Rights) Payment Conditions.

3.6 Subject to and conditional on satisfaction of the Deferred Payment 2 (Connection) Payment Conditions, the Buyer shall pay Deferred Payment 2 (Connection), or in the case of Pre-Completion Historic Development Costs Amount (Payable at Deferred Payment 2), the Buyer shall procure that the Company shall pay, within twenty (20) Business Days of satisfaction of the Deferred Payment 2 (Connection) Payment Conditions as follows:

3.6.1 to the Sellers, on the same basis as specified in clauses 3.11 and 3.12:

(a) component (A) of the Deferred Payment 2 (Connection) equal to Euro 450,000 and;

(b) the Pre-Completion Historic Development Costs Amount (Sellers);

3.6.2 to Permante, the Pre-Completion Historic Development Costs Amount (Permante); and

3.6.3 to Sistem, the Pre-Completion Historic Development Costs Amount (Sistem).

3.7 Subject to and conditional on satisfaction of the Deferred Payment 3 (PPA) Payment Conditions, the Buyer shall pay Deferred Payment 3 (PPA) to the Sellers within twenty (20) Business Days of satisfaction of the Deferred Payment 3 (PPA) Payment Conditions.

3.8 Subject to and conditional on satisfaction of the Deferred Payment 4 (Construction Permit) Payment Conditions, the Buyer shall pay Deferred Payment 4 (Construction Permit) to the

Sellers within twenty (20) Business Days of satisfaction of the Deferred Payment 4 (Construction Permit) Payment Conditions.

- 3.9 Subject to and conditional on satisfaction of the Deferred Payment 5 (FC) Payment Condition, the Buyer shall pay Deferred Payment 5 (FC) to the Sellers within twenty (20) Business Days of satisfaction of the Deferred Payment 5 (FC) Payment Condition.
- 3.10 Subject to and conditional on satisfaction of the Deferred Payment 6 (COD) Payment Condition, the Buyer shall pay Deferred Payment 6 (COD) to the Sellers within twenty (20) Business Days of satisfaction of the Deferred Payment 6 (COD) Payment Condition.
- 3.11 The Purchase Price, the Pre-Completion Historic Development Costs Amount (Payable at Completion) and the Pre-Completion Historic Development Costs Amount (Payable at Deferred Payment 2) shall be paid by electronic funds transfer to each Seller's and Permonte's bank account (as the case may be), details of which shall have been provided by each Seller to the Buyer on or around Completion, or by such other method as may be agreed between the Parties. Each Seller may update its bank account details from time to time, subject to complying with Buyer's customary "know your client" checks.
- 3.12 The Purchase Price, the Pre-Completion Historic Development Costs Amount (Payable at Completion) and the Pre-Completion Historic Development Costs Amount (Sellers) shall be paid to the Sellers in the following proportions set out opposite each Seller's name:
- 3.12.1 Simes: fifty (50) per cent; and
- 3.12.2 Sistem: fifty (50) per cent.
- 4. COMPLETION CONDITIONS**
- 4.1 Completion is subject to and conditional upon satisfaction or waiver (as the case may be) of the following conditions:
- 4.1.1 the form of the Engineering Services Agreements having been agreed in writing by the Sellers and Buyer;
- 4.1.2 the Company shall have waived its pre-emption right with respect to the Sale Shares in a form acceptable to the Buyer;
- 4.1.3 there being no breach of the Sellers' Warranties;

4.1.4 the Sellers shall not have breached or otherwise failed to perform any of their covenants or agreements contained in this Agreement to be performed on or before Completion except to the extent that such breach or failure to perform, individually or in the aggregate, does not result in a Material Adverse Change; and

4.1.5 no Material Adverse Change having occurred.

4.2 The Sellers and the Buyer shall use their respective reasonable endeavours to procure (in so far as they are able) satisfaction of the Conditions.

4.3 The Condition set out in clause 4.1.1 is for the benefit of the Sellers and the Buyer and may be waived (either in whole or in part) by written agreement between the Sellers and the Buyer at any time.

4.4 The Conditions set out in clauses 4.1.2 to 4.1.5 are for the benefit of the Buyer and only the Buyer may waive (either in whole or in part) its right to require satisfaction of such Conditions in writing.

5. PRE-COMPLETION OBLIGATIONS

5.1 During the period from the date of this Agreement until the earlier of the date of termination of this Agreement and Completion, the Sellers shall procure that:

5.1.1 no decisions in respect of the Project shall be taken without the prior written consent of the Buyer;

5.1.2 the Company shall not incur any liability, make any payment or enter into any agreement or commitment without the prior written consent of the Buyer;

5.1.3 the Company does not create, allot, issue, acquire, reduce, repay or redeem any share or other securities or grant any option or right by the Company which confers the right to subscribe for any shares or securities in the Company, or agree, arrange or undertake to do any of those things or change the type, nominal value or any rights attached to any of the Sale Shares;

5.1.4 the Company does not create any Third Party Right over the shares or assets of the Company;

5.1.5 the Company does not amend its governing or constitutional documents without the prior written consent of the Buyer.

- 5.2 From the date of this Agreement through the earlier of Completion and termination of this Agreement, the Sellers undertakes that they shall not and that they shall procure that none of their affiliates, directly or indirectly, re-start, solicit, initiate or otherwise participate in discussions or negotiations between the Sellers and any of their affiliates (or any of their Connected Persons) and any third party purchaser other than the Buyer relating to the sale of the Sale Shares or any other indirect interest in the Company.

6. TERMINATION

- 6.1 This Agreement shall terminate if the Conditions have not been satisfied or waived in accordance with this Agreement (as the case may be) on or before the day following the expiration of ninety (90) days from the signing of this Agreement, unless the Parties agree otherwise in writing.
- 6.2 The Buyer may terminate this Agreement at any time before Completion by giving written notice to the Sellers of the occurrence of a Material Adverse Change, such notice setting out in reasonable detail such Material Adverse Change.
- 6.3 Following termination of this Agreement pursuant to clause 6.1 or 6.2, this Agreement shall cease to have effect except for:
- 6.3.1 the provisions referred to in clauses 6, 14, 15, 16, 17, 18, 19, 20, 22, 23, 25, 26 and 27; and
 - 6.3.2 any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination.

7. COMPLETION

- 7.1 Completion shall take place before 5 pm (Central European Time) on the fourteenth (14th) Business Day following satisfaction or waiver (as the case may be) of the Conditions at the offices of Notary Rađmila Klikovac (or at any other place as may be agreed in writing by the Parties).
- 7.2 At Completion, the Sellers and Buyer shall comply with their respective obligations in Schedule 3.

7.3 Upon fulfilment of all obligations set out in clause 7.2, the Parties shall execute and notarize the Sale Shares Transfer Deed, in a form mutually agreed by the Parties, and the Buyer shall register the transfer of the Sale Shares with the Central Registry of Commercial Entities.

7.4 Upon Completion, the Sellers shall promptly grant the Buyer access to the Books and Records.

7.5 This Agreement (other than obligations that have already been fully performed) remains in full force and effect following Completion.

8. CONDITIONS TO DEFERRED CONDITIONAL PAYMENTS

8.1 The payment of Deferred Payment 1 (Land Rights) by the Buyer to the Sellers shall be subject to and wholly conditional on the satisfaction of the Deferred Payment 1 (Land Rights) Payment Conditions. The Deferred Payment 1 (Land Rights) shall not be payable by the Buyer to Sellers if the Deferred Payment 1 (Land Rights) Payment Conditions are not satisfied for any or no reason.

8.2 The payment of Deferred Payment 2 (Connection) by the Buyer to the Sellers shall be subject to and wholly conditional on the satisfaction of the Deferred Payment 2 (Connection) Payment Conditions. The Deferred Payment 2 (Connection) shall not be payable by the Buyer to Sellers if the Deferred Payment 2 (Connection) Payment Conditions are not satisfied for any or no reason.

8.3 The payment of Deferred Payment 3 (PPA) by the Buyer to the Sellers shall be subject to and wholly conditional on the satisfaction of the Deferred Payment 3 (PPA) Payment Conditions. The Deferred Payment 3 (PPA) shall not be payable by the Buyer to Sellers if the Deferred Payment 3 (PPA) Payment Conditions are not satisfied for any or no reason.

8.4 The payment of Deferred Payment 4 (Construction Permit) by the Buyer to the Sellers shall be subject to and wholly conditional on the satisfaction of the Deferred Payment 4 (Construction Permit) Payment Conditions. The Deferred Payment 4 (Construction Permit) shall not be payable by the Buyer to Sellers if the Deferred Payment 4 (Construction Permit) Payment Conditions are not satisfied for any or no reason.

8.5 The payment of Deferred Payment 5 (FC) by the Buyer to the Sellers shall be subject to and wholly conditional on the satisfaction of the Deferred Payment 5 (FC) Payment Conditions. The Deferred Payment 5 (FC) shall not be payable by the Buyer to Sellers if the Deferred Payment 5 (FC) Payment Conditions are not satisfied for any or no reason.

8.6 The payment of Deferred Payment 6 (COD) by the Buyer to the Sellers shall be subject to and wholly conditional on the satisfaction of the Deferred Payment 6 (COD) Payment Conditions. The Deferred Payment 6 (COD) shall not be payable by the Buyer to Sellers if the Deferred Payment 6 (COD) Payment Conditions are not satisfied for any or no reason.

8.7 The Sellers recognise and agree that the satisfaction of the Deferred Payment Conditions and the payment of related Deferred Conditional Payments is subject to the success of the future development of the Project. The decision of the Buyer and/or the Company to fund any development costs related to the development of the Project and to proceed with the development of the Project is subject to inter alia to ongoing approval of Buyer's investment committee which may be withdrawn at any time. Notwithstanding any other provision of this Agreement, Buyer may in its absolute and sole discretion and without the need to provide any justification decide (i) not to incur any further development costs or make any equity contributions in respect of the Project and/or (ii) not to proceed with the development of the Project for any or no reason (including in circumstances where the IRR Target is not achieved, the risk allocation of the Project represents a risk allocation not acceptable to the Buyer or non-recourse project financing is not available on commercially acceptable terms), in which event Buyer shall have no liability to pay any of the remaining Deferred Conditional Payments in respect of which the Deferred Payment Conditions have not been satisfied.

9. LOANS AND GUARANTEES

9.1 The parties acknowledge that the Purchase Price has been agreed on the basis that:

9.1.1 other than with respect to the Shareholder Loans which shall be transferred at Completion in accordance with the provisions of Schedule 3, no indebtedness of any kind (whether or not then presently payable) will be owing on Completion by the Company to the Sellers or any Connected Person of the Sellers; and

9.1.2 no indebtedness of any kind (whether or not then presently payable) will be owing immediately after Completion by the Sellers or any Connected Person of the Sellers to the Company.

9.2 If it is established at any time after Completion that any indebtedness of any kind (whether or not then presently payable) was owing on Completion by the Company to the Sellers or any Connected Person of the Sellers, contrary to the basis stated in this clause 9, then the Sellers shall procure that the applicable Seller or any Connected Person of the applicable Seller to which that indebtedness is owing shall waive that indebtedness by executing a deed of waiver in such form as the Buyer shall reasonably require or, if that is not permissible or practicable,

shall procure that such indebtedness is discharged or otherwise eliminated at no cost to the Buyer, any affiliate of the Buyer or the Company.

- 9.3 The Sellers shall procure that on Completion, the Company is released from all guarantees and indemnities given by the Company in respect of any liability or obligation of the Sellers or any Connected Person of the Sellers.

10. SELLER WARRANTIES AND INDEMNITIES

- 10.1 Each Seller warrants and represents to the Buyer that:

10.1.1 as at the Effective Date, the Seller Warranties are true, accurate and not misleading; and

10.1.2 as at Completion, the Seller Warranties shall be true, accurate and not misleading in all material respects as at Completion, as though made at and as of such date.

- 10.2 Unless otherwise specified, each Seller Warranty is to be construed independently and is not limited or restricted by any other Seller Warranty or the terms of this Agreement.

- 10.3 If after the date of this Agreement but before Completion any Seller shall become aware that any of the Seller Warranties were untrue or inaccurate as of the signing of this Agreement or would be untrue or inaccurate if repeated at Completion, the Seller shall immediately notify the Buyer in writing as soon as practicable and in any event prior to Completion setting out the matter in reasonably sufficient detail to enable the Buyer to make an accurate assessment of the situation.

- 10.4 Simes covenants with the Buyer that:

10.4.1 as at the Effective Date and as at Completion Mr Slaven Milic is the sole ultimate beneficial owner of Simes;

10.4.2 any change to the ultimate beneficial owner of Simes prior to payment of Deferred Payment 6 (COD) shall be subject to satisfaction of Buyer's "know your client" requirements;

10.4.3 prior to any change to the ultimate beneficial owner of Simes prior to payment of Deferred Payment 6 (COD), Simes shall notify Buyer and provide details of any new ultimate beneficial owner so that Buyer may undertake its "know your client" checks; and

10.4.4 no Persons other than Mr. Slaven Milić, Mr. Dejan Milić, Ms. Katarina Milić, company Obnovljivi Izvori Energije d.o.o. and, until Completion, the Company have been Connected Persons of Simes prior to the Effective Date.

10.5 Sistem covenants with the Buyer that:

10.5.1 as at the Effective Date and as at Completion Lubisa Boskovic is the sole ultimate beneficial owner of Sistem;

10.5.2 any change to the ultimate beneficial owner of Sistem prior to payment of Deferred Payment 6 (COD) shall be subject to satisfaction of Buyer's "know your client" requirements;

10.5.3 prior to any change to the ultimate beneficial owner of Sistem prior to payment of Deferred Payment 6 (COD), Sistem shall notify Buyer and provide details of any new ultimate beneficial owner so that Buyer may undertake its "know your client" checks;

10.5.4 no Persons other than Mr. Ljubiša Bošković, company Obnovljivi Izvori Energije d.o.o. and, until Completion, the Company have been Connected Persons of Sistem prior to the Effective Date;

10.5.5 a consortium was formed between the Company and Sistem pursuant to the consortium agreement dated 31 August 2023 (such consortium agreement being the "**Public Land Consortium Agreement**" and such consortium being the "**Public Land Consortium**");

10.5.6 the Public Land Consortium was formed exclusively for the purpose of satisfying the formal requirements of the public call for lease of the state-owned land required for the Project;

10.5.7 Sistem shall not at any time exercise any rights, privileges, or entitlements granted to it under or related to the Public Land Consortium Agreement, except where required by the Company or the Buyer to safeguard the Company's rights and interests with respect to the lease of the state-owned land;

10.5.8 the Company will be the sole lessee under the lease agreement with the Governmental Authority, and Sistem shall comply with any provisions under such lease agreement that may relate to the parties to Public Land Consortium Agreement, and shall not have any claims in relation to such lease agreement;

10.5.9 Sistem shall take any action required by the Buyer or the Company to terminate or amend the Public Land Consortium and Public Land Consortium Agreement, and/or to amend the lease agreement with the Governmental Authority to the satisfaction of the Buyer and the Buyer shall procure that the Company provides reasonable support in this regard and does not take any steps to hinder these activities; and, if required and to the extent able the Buyer shall procure an adequate replacement for Sistem in the Public Land Consortium and Public Land Consortium Agreement, as may be needed, otherwise the Parties shall continue to use reasonable endeavours and to jointly continue the communication with the Governmental Authority in order to achieve a suitable solution; and

10.5.10 notwithstanding the existence of the Public Land Consortium, following Completion, Sistem has no rights, title or interest in or to the Project or the lease and confirms and acknowledges that it has no claims or rights of action of any kind against any person, including the Company, in respect of the Project and the lease, other than any right or claim arising a Transaction Document and, to the extent any such claim exists, hereby irrevocably waives any such claim.

10.6 Each Seller shall be responsible for and shall jointly and severally indemnify, and keep indemnified, defend and hold harmless Buyer, Buyer's affiliates and Buyer's respective partners, managers, members, shareholders, consultants, representatives, successors and assigns (each, an "**Indemnified Party**") against any Tax with respect to the Company that is payable in relation to, attributable to or referable to any period of time up to Completion (the "**Tax Indemnity**").

10.7 To the fullest extent permitted by applicable law, each Seller shall jointly and severally defend, indemnify and hold harmless Buyer and each Indemnified Party from and against any Loss actually suffered or incurred by any Indemnified Party to the extent arising out of, or resulting from (a) the actual inaccuracy of any representation or warranty of such Seller contained in this Agreement or any Transaction Document or (b) the actual breach or default by such Seller of any covenant or agreement of such Seller contained in this Agreement or any Transaction Document. Notwithstanding the foregoing, (i) no Seller shall be liable for any Losses arising from a breach of a representation and warranty to the extent such breach was actually known by the Buyer as of the Effective Date or as of Completion; and (ii) no Indemnified Party shall be entitled to any indemnification hereunder in respect of any Loss to the extent caused by the Indemnified Party's gross negligence, wilful misconduct or failure to perform obligations under this Agreement or any Transaction Document.

11. LIMITATION OF LIABILITY

- 11.1 The liability of each Seller for all claims under or in connection with this Agreement shall not exceed an amount equal to the Purchase Price paid to that Seller.
- 11.2 Where more than one Seller is liable to make a payment to the Buyer under or in connection with this Agreement in respect of the same loss or liability, the liability of the Sellers shall be apportioned amongst the Sellers on a 50/50 basis.
- 11.3 No Seller shall be liable for any claim in respect of a claim concerning the Ordinary Warranties (including a claim for indemnification pursuant to clause 10.7 where the claim for indemnification concerns the inaccuracy of any Ordinary Warranty) unless that Seller receives from the Buyer written notice containing reasonably specific details of that claim before the date which is the earlier of (i) the date falling six (6) months after Financial Close and (ii) the date falling three (3) years after the Completion Date.
- 11.4 No Seller shall be liable for any claim concerning the Tax Indemnity unless that Seller receives from the Buyer written notice containing reasonably specific details of that claim before the date falling three (3) months after the expiry of the applicable statutory limitation period in respect of a claim concerning the Tax Indemnity.
- 11.5 The rights and remedies of the Buyer under this clause 11 are cumulative and shall be exclusive and in lieu of any other right, action, defence, exception, claim or remedy which, but for this clause, would be available to the Buyer under any applicable law or otherwise in connection with, or as a consequence of, any of the Seller Warranties being untrue or inaccurate.
- 11.6 Notwithstanding any other provision of this Agreement, this clause will not apply to exclude or limit the liability of the Sellers to the extent that any claim under this Agreement arises by reason of any fraud or dishonest or wilful misconduct or wilful concealment, respectively, by or on behalf of the Sellers.

12. BUYER'S WARRANTIES

- 12.1 The Buyer warrants to each of the Sellers that, as at the date of this Agreement:
- 12.1.1 it has the right, power and authority to execute and deliver, and to exercise its rights and perform its obligations under, this Agreement and the Transaction Documents to which it is a party;

12.1.2 its obligations under this Agreement constitute, and its obligations under the Transaction Documents to which it is a party will, when delivered, constitute binding obligations in accordance with their respective terms;

12.1.3 its execution and delivery of, and its performance of its obligations under, this Agreement and the Transaction Documents to which it is a party will not: (a) result in a breach of any provision of its memorandum or articles of association or any of its other constitutional documents; and (b) result in a breach of any order, judgment or decree of any court or governmental agency to which it is a party or by which it is bound; and

12.1.4 no further consent, authorisation, licence or approval of any governmental, administrative, judicial or regulatory body, authority or organisation or by its shareholders is required to authorise the execution, delivery, validity, enforceability or the performance of its obligations under this Agreement or the Transaction Documents to which it is a party or will be required as a consequence of this Agreement.

12.2 The Buyer's warranties set out in clause 12.1 shall be deemed to be repeated immediately before Completion by reference to the facts and circumstances then existing as if references in the Buyer's warranties set out in clause 12.1 to the date of this Agreement were references to the Completion Date.

13. NO RIGHTS OF RESCISSION OR TERMINATION

Neither the Buyer nor any Seller shall be entitled to rescind or (other than in accordance with the express termination rights set out in clause 6 of this Agreement) terminate this Agreement in any circumstances whatsoever (whether before or after Completion). This shall not exclude any liability for (or remedy in respect of) fraud or fraudulent misrepresentation.

14. CONFIDENTIALITY AND ANNOUNCEMENTS

14.1 For the purposes of this clause 14:

14.1.1 "Confidential Information" means:

- (a) (in relation to the obligations of the Buyer) any information received directly or indirectly or held by the Buyer (or any of its Representatives) relating to any Seller and/or any of its affiliates from time to time and, prior to Completion, the Company or the Project;

- (b) (in relation to the obligations of the Sellers) any information received directly or indirectly or held by or on behalf of the Sellers (or any of their Representatives) relating to the Buyer and/or any of its affiliates and, following Completion, the Company or the Business;
- (c) the contents and existence of information detailed in and relating to, the provisions of, and negotiations leading to, this Agreement and the other Transaction Documents; and
- (d) the existence or subject matter of this Agreement (or any other Transaction Document),

and includes written information and information transferred or obtained orally, visually, electronically or by any other means; and

14.2 **"Representatives"** means, in relation to a party, its or his respective affiliates and the directors, officers, employees, members of investment committees, agents, advisers, accountants, auditors, insurers, insurance brokers and consultants of that party and/or of its respective affiliates.

14.3 Each of the Sellers and the Buyer shall (and shall ensure that each of its Representatives shall) maintain Confidential Information in confidence and not disclose Confidential Information to any person except:

14.3.1 as this clause 14 permits;

14.3.2 with the prior written approval of: (i) in the case of the Buyer disclosing any Confidential Information, the Sellers, or (ii) in the case of a Seller disclosing any Confidential Information, the Buyer; or

14.4 Clause 14.3 shall not prevent disclosure by a Party or its Representatives to the extent it can demonstrate that:

14.4.1 disclosure is required by law or by any stock exchange or any regulatory, governmental or antitrust body having applicable jurisdiction (provided that the disclosing party shall, to the extent permitted under applicable law, first inform (in the case of the Buyer disclosing) the Sellers and (in the case of a Seller disclosing) the Buyer of its intention to disclose such Confidential Information and take into account the reasonable requirements of (in the case of the Buyer disclosing) the Sellers and (in the case of a Seller disclosing) the Buyer) as to the timing, content and manner of the disclosure.

- (b) (in relation to the obligations of the Sellers) any information received directly or indirectly or held by or on behalf of the Sellers (or any of their Representatives) relating to the Buyer and/or any of its affiliates and, following Completion, the Company or the Business;
- (c) the contents and existence of information detailed in and relating to, the provisions of, and negotiations leading to, this Agreement and the other Transaction Documents; and
- (d) the existence or subject matter of this Agreement (or any other Transaction Document),

and includes written information and information transferred or obtained orally, visually, electronically or by any other means; and

14.2 **"Representatives"** means, in relation to a party, its or his respective affiliates and the directors, officers, employees, members of investment committees, agents, advisers, accountants, auditors, insurers, insurance brokers and consultants of that party and/or of its respective affiliates.

14.3 Each of the Sellers and the Buyer shall (and shall ensure that each of its Representatives shall) maintain Confidential Information in confidence and not disclose Confidential Information to any person except:

14.3.1 as this clause 14 permits;

14.3.2 with the prior written approval of: (i) in the case of the Buyer disclosing any Confidential Information, the Sellers, or (ii) in the case of a Seller disclosing any Confidential Information, the Buyer; or

14.4 Clause 14.3 shall not prevent disclosure by a Party or its Representatives to the extent it can demonstrate that:

14.4.1 disclosure is required by law or by any stock exchange or any regulatory, governmental or antitrust body having applicable jurisdiction (provided that the disclosing party shall, to the extent permitted under applicable law, first inform (in the case of the Buyer disclosing) the Sellers and (in the case of a Seller disclosing) the Buyer of its intention to disclose such Confidential Information and take into account the reasonable requirements of (in the case of the Buyer disclosing) the Sellers and (in the case of a Seller disclosing) the Buyer) as to the timing, content and manner of the disclosure.

Nothing herein shall prevent the Buyer or the Sellers from complying with its or their disclosure obligations under this clause 14.4.1 in a timely manner;

- 14.4.2 disclosure is to a Tax Authority or Tax or other professional adviser in circumstances where such disclosure is reasonably necessary for the management of the Tax affairs of any Seller, the Buyer or any of their affiliates or the Company;
- 14.4.3 disclosure is of Confidential Information which was lawfully in the possession of that Party or any of its Representatives (in either case as evidenced by written records) without any obligation of secrecy prior to its being received or held;
- 14.4.4 disclosure is of Confidential Information which has previously become publicly available other than through that Party's fault (or that of its Representatives);
- 14.4.5 disclosure of the existence and/or subject matter of this Agreement, excluding any information of a commercially sensitive nature relating to any of the Sellers, the Buyer or Company, is made in marketing literature issued or circulated by or on behalf of the Buyer or its affiliates after Completion;
- 14.4.6 disclosure is as per the press announcement issued by the Sellers and the Buyer on the date of this Agreement in the agreed form (the "Announcement");
- 14.4.7 disclosure is required for the purpose of any arbitral or judicial proceedings arising out of this Agreement (or any other Transaction Document);
- 14.4.8 in the case of the Buyer only, to any bank or financial institution (or its agents and/or representatives) which it or its affiliates intends to involve in financing in connection with the debt or equity requirements of the Project;
- 14.4.9 in the case of the Buyer only, to any third-party contractors and prospective contractors and counterparties or prospective counterparties to Project contracts; or
- 14.4.10 in the case of the Buyer only, to any Governmental Authority in connection with the development of the Project;
- 14.4.11 in the case of the Buyer only, any professional adviser, consultant, bank, financial institution, purchaser or transferee (including their respective agents and representatives) in contemplation of or in connection with any purchase, directly or indirectly, of securities of Buyer and/or of any of its affiliates and/or the Company or in contemplation of or in connection with any sale of assets, merger, amalgamation,

arrangement, consolidation, business combination or other corporate reorganization involving the Buyer and/or of any of its affiliates and/or the Company

14.4.12 such disclosure relates to the existence and/or subject matter of this Agreement (or any other Transaction Document) and occurs when providing information or advice to any direct or indirect investors or prospective investors in funds or other investment vehicles managed and/or advised by affiliates of such Party, together with their directors, officers, advisers or agents, provided that such recipients are informed of the confidential nature of the Confidential Information and are bound by confidentiality obligations no less stringent than the confidentiality obligations under this Agreement.

14.5 Each of the Sellers and the Buyer undertakes that it shall only disclose Confidential Information to its Representatives if it is reasonably required for purposes connected with this Agreement or the other Transaction Documents and only if its Representatives are informed of the confidential nature of the Confidential Information and are bound by confidentiality obligations no less stringent than the confidentiality obligations under this Agreement.

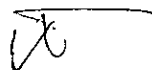
15. COSTS

15.1 Subject to clause 15.2, except as expressly provided in this Agreement (or any other Transaction Document), each Party shall pay its own costs, charges, expenses and Taxes incurred in connection with the negotiation, preparation and execution of this Agreement (and any documents referred to in it).

15.2 The Buyer shall bear all notarisational fees and all stamp duty (including in each case any related interest or penalties but excluding, for the avoidance of doubt, any capital gains tax in relation to the transfer of the Shares and Shareholder Loans, which shall be for the account of the Sellers) arising as a result of the entry into or implementation of this Agreement.

16. WAIVERS, RIGHTS AND REMEDIES

Except as expressly provided in this Agreement, no failure or delay by any Party in exercising any right or remedy relating to this Agreement or any of the Transaction Documents shall affect or operate as a waiver or variation of that right or remedy or preclude its exercise at any subsequent time. No single or partial exercise of any such right or remedy shall preclude any further exercise of it or the exercise of any other remedy.



17. VARIATIONS

No amendment of this Agreement shall be valid unless it is in writing and duly executed by or on behalf of each of the Sellers and the Buyer.

18. ENTIRE AGREEMENT

18.1 This Agreement and the Transaction Documents together set out the whole agreement between the Parties in respect of the sale and purchase of the Sale Shares and supersede any prior agreement (whether oral or written) relating to the Proposed Transaction. It is agreed that except as expressly provided in this Agreement or any other Transaction Document:

18.1.1 no Party shall have any claim or remedy in respect of any statement, representation, warranty or undertaking made by or on behalf of the other Party (or any of its Connected Persons) in relation to the Proposed Transaction which is not expressly set out in this Agreement or any other Transaction Document;

18.1.2 any terms or conditions implied by law in any jurisdiction in relation to the Proposed Transaction are excluded to the fullest extent permitted by law or, if incapable of exclusion, any right, or remedies in relation to them are irrevocably waived;

18.1.3 the only right or remedy of a party in relation to any provision of this Agreement or any other Transaction Document shall be for breach of this Agreement or the relevant Transaction Document; and

18.1.4 except for any liability in respect of a breach of this Agreement or any other Transaction Document, no party (or any of its Connected Persons) shall owe any duty of care or have any liability in tort or otherwise to the other parties (or their respective Connected Persons) in relation to the Proposed Transaction,

provided that this clause 18 shall not exclude any liability for (or remedy in respect of) fraud or fraudulent misrepresentation. Each Party agrees to the terms of this clause 18 on its own behalf and as agent for each of its Connected Persons.

19. INVALIDITY

19.1 Each of the provisions of this Agreement and the other Transaction Documents is severable. If any such provision is held to be or becomes invalid or unenforceable in any respect under the law of any jurisdiction:

19.1.1 it shall have no effect in that respect and the Parties shall use all reasonable efforts to replace it in that respect with a valid and enforceable substitute provision the effect of which is as close to its intended effect as possible;

19.1.2 the remaining provisions of this Agreement shall remain in full force in such jurisdiction; and

19.1.3 all provisions of this Agreement shall continue in full force in any other jurisdiction.

20. NOTICES

20.1 Any notice in connection with this Agreement shall be in writing in English and delivered by hand, email, or courier (using an internationally recognised courier company).

20.2 A notice shall be effective upon receipt and shall be deemed to have been received (i) at the time of delivery, if delivered by hand, or courier; or (ii) at the time of transmission if delivered by email unless a delay notice or a failure to send notice is received by the sender in which case: (x) in respect of a delay notice, the notice shall be deemed to have been received upon actual receipt by the proposed recipient; and (y) in respect of a failure to send notice, the notice shall not be deemed to have been received by the proposed recipient. Where delivery occurs outside Working Hours, notice shall be deemed to have been received at the start of Working Hours on the next following Business Day.

20.3 The addresses and email addresses of the parties for the purpose of clause 20.1 are:

Sellers

Simes

For the
attention of:
Mr. Dejan
Milić

Address: BULEVAR
SVETOG PETRA
CETINJSKOG 118/5

Email: info@simesing.me

Sistem

Email:

info@sistem-mne.com

For the
attention of:
Mr. Ljubiša
Bošković

Address: SLOBODE 78

Buyer

For the
attention of:

Address:

Email:

Daniel
Calderon

Alcazar Energy
Unit 703, Building 1, Park
Heights Square, Dubai
Hills Estate
Dubai, UAE
PO BOX 449205

dcalderon@alcazarenergy.com

With a copy
to Enrico
Casari

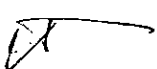
Alcazar Energy
Unit 703, Building 1, Park
Heights Square, Dubai
Hills Estate
Dubai, UAE
PO BOX 449205

ecasari@alcazarenergy.com

20.4 Each Party shall notify the other parties in writing of a change to its details in clause 20.3 from time to time, provided that such notice shall only be effective on:

20.4.1 the date specified in the notice as the date on which the change is to take place; or

20.4.2 if no date is specified or the date specified is less than five Business Days after the date on which notice is given, the date which is the fifth (5th) Business Day after notice of any change has been given.

 UP 

21. COUNTERPARTS

This Agreement may be executed in any number of counterparts, and by each Party on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument. Delivery of a counterpart of this Agreement by e-mail attachment shall be an effective mode of delivery.

22. AGREEMENT LANGUAGE

This Agreement has been agreed and prepared in the English language. In the event of any translation of this Agreement, or any part thereof, into any other language, the same shall continue to be construed and interpreted according to the English language version which shall therefore prevail in the event of any conflict or discrepancy.

23. ASSIGNMENT

23.1 Unless the Sellers and the Buyer specifically agree in writing, none of the Sellers nor the Buyer shall assign, transfer, charge or otherwise deal with all or any of its rights and/or obligations under this Agreement, nor grant, declare, create or dispose of any right or interest in it. Any purported assignment in contravention of this clause 23 shall be void.

23.2 This Agreement will be binding and enure for the benefit of the successors in title and permitted assigns of each of the Parties and references to the Parties will be construed accordingly.

24. FURTHER ASSISTANCE

24.1 Each Party must do, at its own expense, everything reasonably necessary including the provision of information, signature and deliverance of instruments and documents and taking such other actions as may be required by law or as may be necessary to implement and give effect to this Agreement.

25. THIRD PARTY RIGHTS

25.1 Except where expressly provided otherwise in this Agreement, a person who is not a Party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

26. GOVERNING LAW

This Agreement and any non-contractual obligations arising out of or in connection with this Agreement shall be governed by, and interpreted in accordance with, English law.

27. JURISDICTION

- 27.1 The Parties agree that any dispute, claim, difference, question or controversy arising out of, relating to or having any connection with this Agreement, including any dispute as to its existence, validity, interpretation, performance, breach or termination or the consequences of its nullity and any dispute relating to any non-contractual obligations arising out of or in connection with it, shall be referred to and finally resolved by arbitration administered under the Rules of Arbitration (the "Rules") of the International Chamber of Commerce, Paris, France ("ICC").
- 27.2 The Rules are incorporated by reference into this clause 27 and capitalised terms used in this clause 27 which are not otherwise defined in this Agreement have the meaning given to them in the Rules.
- 27.3 The number of arbitrators shall be three. The Buyer shall appoint one (1) arbitrator, the Seller(s) who are party to the relevant dispute, claim, difference, question or controversy shall jointly appoint one (1) arbitrator, and one (1) arbitrator who shall serve as chairman shall be nominated by the agreement of the Buyer and such Seller(s). Failing such agreement within thirty (30) days of the nomination of the party-nominated arbitrators, the third arbitrator shall be nominated by the ICC.
- 27.4 The seat or legal place of arbitration shall be London, England. This agreement to arbitrate shall be governed by English law.
- 27.5 The language used in the arbitral proceedings shall be English. All documents submitted in connection with the proceedings shall be in the English language, or, if in another language, accompanied by an English translation.

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IN WITNESS WHEREOF this Deed has been duly executed by the parties and is intended to be and is hereby delivered on the date first above written.

EXECUTED AS A DEED

for and on behalf of

DRUŠTVO ZA PROIZVODNJU, PROMET I USLUGE "SIMES INŽENJERING" D.O.O.

PODGORICA

acting by Dejan Milić, a director

In the presence of:

M.lic



Signature of witness:

Name of witness:

Address:

Occupation:



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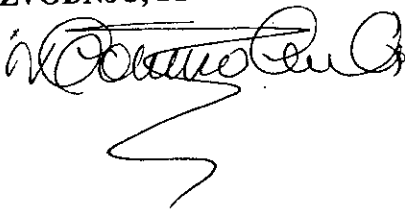
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EXECUTED AS A DEED

for and on behalf of

D.O.O. "SISTEM - MNE" ZA PROIZVODNJU, PROMET I USLUGE, EXPORT-IMPORT -
PODGORICA

acting by Ljubiša Bošković, a director



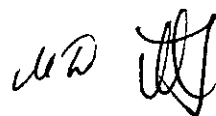
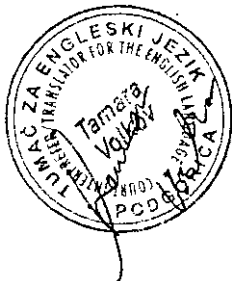
In the presence of:

Signature of witness:

Name of witness:

Address:

Occupation:



EXECUTED AS A DEED

for and on behalf of

ALCAZAR ENERGY PARTNERS II HOLDCO LIMITED

acting by Milica Irić, an attorney appointed for the purpose under a power of attorney dated 12 September 2023

In the presence of:

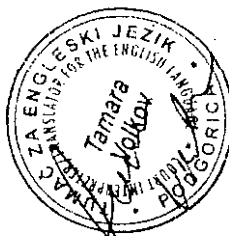
Milica Irić

Signature of witness:

Name of witness:

Address:

Occupation:



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SCHEDULE 1 - DETAILS OF THE COMPANY AND SELLERS

The Company

Name of Company	:	DRUŠTVO SA OGRANIČENOM ODGOVORNOŠĆU "VJETRO PARK BIJELA" PODGORICA
Type of Company	:	Limited Liability Company
Company Number	:	Registration number: 51067066, and TIN: 03476634
Registered Office	:	Slobode br. 78, Podgorica
Place of Incorporation	:	Podgorica
Incorporation Date	:	3 October 2022
Shareholders	:	DRUŠTVO ZA PROIZVODNJU, PROMET I USLUGE "SIMES INŽENJERING" D.O.O. PODGORICA – 50% of the shares, and D.O.O. "SISTEM - MNE" ZA PROIZVODNJU, PROMET I USLUGE, EXPORT-IMPORT - PODGORICA – 50% of the shares
Directors	:	Slaven Milić – Executive Director, and Ljubiša Bošković – Authorized Representative
Secretary	:	n/a
Financial Year	:	n/a
Authorised Share Capital	:	n/a
Issued Share Capital	:	EUR 1,00
Mortgages/Charges over Shares or Company's Assets	:	No.

Auditors

n/a

Simes

Name of Company : DRUŠTVO ZA PROIZVODNJU, PROMET I
USLUGE "SIMES INŽENJERING" D.O.O.
PODGORICA

Type of Company : Limited Liability Company

Company Number : Registration number: 50093091, and TIN: 02319977

Registered Office : Bulevar Svetog Petra Cetinjskog 118/5, Podgorica

Place of Incorporation : Podgorica

Incorporation Date : 9 August 2002

Shareholders : Slaven Milić – 100% of the share.

Directors : Dejan Milić – Executive Director, Katarina Milić –
Authorized Representative, and Slaven Milić –
Authorized Representative

Secretary : n/a

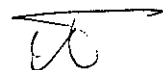
Financial Year : n/a

Authorised Share Capital : n/a

Issued Share Capital : EUR 128,825.99

Mortgages/Charges over Shares or : No.
Company's Assets

Auditors : n/a

Sistem

Name of Company	:	D.O.O. "SISTEM - MNE" ZA PROIZVODNJU, PROMET I USLUGE, EXPORT-IMPORT - PODGORICA
Type of Company	:	Limited Liability Company
Company Number	:	Registration number: 50654236, and TIN: 02919460
Registered Office	:	Slobode 78, Podgorica
Place of Incorporation	:	Podgorica
Incorporation Date	:	12 March 2013
Shareholders	:	Ljubiša Bošković - 100% of the share
Directors	:	Ljubiša Bošković - Executive Director and Authorized Representative
Secretary	:	n/a
Financial Year	:	n/a
Authorised Share Capital	:	n/a
Issued Share Capital	:	EUR 1,00
Mortgages/Charges over Shares or Company's Assets	:	No.
Auditors	:	n/a

SCHEDULE 2 - WARRANTIES

1. PART 1: FUNDAMENTAL WARRANTIES

- 1.1 The information contained in Schedule 1 is true, complete and accurate in all respects.
- 1.2 Each Seller is a duly formed, limited liability company validly existing under the laws of Montenegro.
- 1.3 Simes has the sole legal right to and is the beneficial owner of all of the Simes Sale Shares and is entitled to transfer the legal and beneficial title to the Simes Sale Shares to the Buyer free from all Encumbrances, without the consent of any other person.
- 1.4 Sistem has the sole legal right to and is the beneficial owner of all of the Sistem Sale Shares and is entitled to transfer the legal and beneficial title to the Sistem Sale Shares to the Buyer free from all Encumbrances, without the consent of any other person.
- 1.5 The Sale Shares are validly issued and fully paid up and no obligation exists for the Sellers to further contribute to the share capital and comprise one hundred (100) per cent of the issued share capital of the Company.
- 1.6 The Company has not allotted or issued any share capital other than the shares shown in Schedule 1 as being issued.
- 1.7 No agreement has been entered into which requires or may require the Company to allot or issue any share or loan capital and the Company has not allotted or issued any securities which are convertible into share or loan capital.
- 1.8 There are no agreements or arrangements in force which provide for the present or future allotment, issue, transfer, redemption or repayment of, or grant to any person the right (whether conditional or otherwise) to require the allotment, issue, transfer, redemption or repayment of, any share or loan capital of the Company (including any option or right of pre-emption or conversion).
- 1.9 The Company does not have any interest, and has not at time since incorporation had any interest, in the share capital of any body corporate.
- 1.10 There are no Encumbrances (including any restrictions on rights to receive income or voting rights) on or over the Sale Shares and Shareholder Loans and there is no agreement or

commitment (other than as set forth in this Agreement, the Call Option Agreement, the Project Development Agreement and the articles of association) to give or create any Encumbrance on or over the Sale Shares or the Shareholder Loans and, so far as the Sellers are aware, no person has made any claim to be entitled to any right over or affecting the Sale Shares or Shareholder Loans.

- 1.11 All registers and other constitutional and corporate documents required by law to be kept by the Company have been properly written up, in all material respects, and contain an accurate and complete record, in all material respects, of the matters which should be recorded in them, and the Company has not received any written application or request for rectification of its statutory registers or any written notice or allegation that any of them is incorrect. The registers of the Company are in the possession of the Company.
- 1.12 Each Seller has taken all necessary actions and has all requisite power and authority to enter into and perform its obligations under this Agreement and the other documents referred to in it.
- 1.13 This Agreement and the other documents referred to in it constitute (or shall constitute when executed) valid, legal and binding obligations of the Sellers.
- 1.14 The Sellers have the right, power and authority to execute and deliver, and to exercise their rights and perform their obligations under, this Agreement. This Agreement constitutes binding obligations of the Sellers in accordance with its terms.
- 1.15 The Sellers are entitled to sell and transfer the full legal and beneficial ownership in the Sale Shares to the Buyer on the terms set out in this Agreement.
- 1.16 The Sellers are not insolvent or unable to pay their debts within the meaning of any insolvency legislation applicable to them, or have stopped paying their debts as they fall due. No order has been made or meeting convened for the purpose of considering a resolution or, so far as the Sellers are aware, petition presented for the winding up of any Seller or for the appointment of any provisional liquidator. So far as the Sellers are aware, no petition has been presented for an administration order to be made in relation to any Seller, and no receiver (including any administrative receiver) has been appointed in respect of the whole or any part of any of the property, assets or undertakings of any Seller. So far as the Sellers are aware, no events or circumstances analogous to any of those referred to in this paragraph have occurred in any jurisdiction.
- 1.17 The Company:

- 1.17.1 is not insolvent, unable to pay its debts or subject to a payment moratorium within the meaning of the insolvency legislation applicable to the company concerned; and
- 1.17.2 has not stopped paying its debts as they fall due.
- 1.18 No step has been taken in any jurisdiction to initiate any process by or under which:
- 1.18.1 the ability of the creditors of the Company to take any action to enforce their debts is suspended, restricted or prevented; or
- 1.18.2 some or all of the creditors of the Company accept, by agreement or in pursuance of a court order, an amount less than the sums owing to them in satisfaction of those sums with a view to preventing the dissolution of the Company; or
- 1.18.3 a person is or has been appointed to manage the affairs, business and assets of the Company, on behalf of the Company's creditors; or
- 1.18.4 the holder of a charge, pledge or other Encumbrance over all or any of the Company's assets is or has been appointed to control the business and/or all or any assets of the Company.
- 1.19 No process has been instituted which could lead to the Company, being dissolved and its assets being distributed among the Company's creditors, shareholders or other contributors.
- 1.20 The Company is the sole legal and beneficial owner of the Project. All rights, title and interest in the Project vest in the Company and no other person has any rights, title or interest in the Project or the rights constituting the Project. There are no agreements, other than Public Land Consortium Agreement and long-term state owned land lease agreement (entered or to be entered by the Public Land Consortium), in force which grant to any other person the right to any legal or beneficial interest in the Project or the Company. No other person is entitled to any development fee, equity premium or other payment in respect of the Project.

2. PART 2: ORDINARY WARRANTIES

- 2.1 Since formation, the only activity of the Company has been to act as the vehicle through which the Project is held and the Company has carried on no other trade or business.
- 2.2 No consent, authorisation, licence or approval of any Governmental Authority or by the shareholders of the Sellers (other than in case of Public Land Resolution) is required to authorise the execution, delivery, validity, enforceability or the performance by the Sellers of their obligations under this Agreement or will be required as a consequence of this Agreement.

- 2.3 The execution and delivery by the Sellers of this Agreement and the documents referred to in it, and compliance with their respective terms will not breach or constitute a default:
- 2.3.1 under any agreement or instrument to which the Sellers are a party or by which the Sellers and the Company are bound; or
- 2.3.2 of any order, judgment, decree or other restriction applicable to the Sellers and the Company.
- 2.4 The Company is not involved (whether as claimant, defendant or otherwise) in any civil, criminal, tribunal, arbitration, administrative or other proceedings.
- 2.5 No civil, criminal, tribunal, arbitration, administrative or other proceedings have been threatened or are pending by or against the Company.
- 2.6 No person, for whose acts or defaults the Company may be contractually or vicariously liable, is involved (whether as claimant, defendant or otherwise) in any civil, criminal, tribunal, arbitration, administrative or other proceedings.
- 2.7 No civil, criminal, tribunal, arbitration, administrative or other proceedings against or concerning the Company have been notified to the Sellers or the Company, and there are no facts or circumstances likely to result in any such proceedings.
- 2.8 There is no outstanding or unsatisfied judgement, decree, order, award or decision of a court, tribunal, arbitrator or governmental agency against, and notified in writing to the Company and the Company is not party to any undertaking or assurance given to a court, tribunal or any other person in connection with the determination or settlement of any claim or proceedings.
- 2.9 None of the Sellers or any Connected Person has a claim of any nature against the Company, nor has it assigned to any person the benefit of any such claim.
- 2.10 The Company has at all times conducted its business in accordance with, and has acted in compliance with, all applicable laws and regulations.
- 2.11 The Company has not received written notice from any Governmental Authority that the Company is in violation of any applicable statute, regulation, order, decree or judgment of any Governmental Authority or has received written notice that the Company is under investigation by any such Governmental Authority

- 2.12 None of the Company, any of its direct and indirect shareholders, employees, directors or officers (acting in such capacity), or any person connected with them, acting on its or their behalf, or, whose acts could incur the Company's vicarious liability, has:
- 2.12.1 at any time engaged in any activity or conduct in connection with the Company or the Project which would violate any Anti-Money Laundering Laws or Anti-Bribery Laws applicable to it;
 - 2.12.2 carried out any actions or made any omissions which could result in the Company incurring criminal sanctions or civil sanctions, including but not limited to criminal or civil sanctions under the UK Bribery Act 2010 and the US Foreign Corrupt Practices Act; or
 - 2.12.3 bribed another person (within the meaning given in section 7(3) of the Bribery Act or other applicable law) intending to obtain or retain business or an advantage in the conduct of business for the Company.
- 2.13 The Company holds all licences, consents, permits and authorities necessary to carry on the business in the places and in the manner in which it is carried on at Completion. Each of the aforesaid consents is valid and subsisting, the Company is not in breach of the terms or conditions of the aforesaid consents (or any of them) and there is no reason why any of the aforesaid consents may be revoked or suspended (in whole or in part) or may not be renewed on the same terms.
- 2.14 The Sellers have disclosed all written correspondence and notices to or from the Ministry of Finance, the Ministry of Ecology, Spatial Planning and Urbanism, and any other Governmental Authority relating to the Project and the Company.
- 2.15 Save for the Shareholder Loans, the Company does not have any material liability or outstanding indebtedness owing to any person. The Company has not lent any money which has not been repaid to it and does not own the benefit of any debt (whether present or future, actual or contingent).
- 2.16 The Shareholder Loans constitute all indebtedness owing immediately prior to the Completion by the Company to any Seller or any person connected with any Seller and such Shareholder Loans has been legally and properly provided to the Company.
- 2.17 Obnovljivi Izvori Energije d.o.o. is the sole legal and beneficial owners of the benefit of the OIE Shareholder Loans, comprising an amount equal to Euro 113,000, and no person has, or has made any claim to be entitled to, any right whatsoever over or affecting the OIE Shareholder

Loans. The legal and beneficial ownership of the issued share capital of Obnovljivi Izvori Energije d.o.o. is held fifty percent (50%) by Simes and fifty percent (50%) by Sistem.

- 2.18 Simes is the sole legal and beneficial owner of the benefit of the Simes Shareholder Loan, comprising an amount equal to EUR 10.000], and no person has, or has made any claim to be entitled to, any right whatsoever over or affecting the Simes Shareholder Loan.
- 2.19 Other than the Shareholder Loans, the Company is not a party to any contract or arrangement in which any of the Sellers or any person connected with any of the Sellers is directly or indirectly interested.
- 2.20 Other than pursuant to the Shareholder Loans, the Company does not have any obligation, subsisting or contingent, to pay any amounts to any Seller or any person connected with any Seller.
- 2.21 The Company does not own any material assets.
- 2.22 Other than the land lease agreements disclosed to the Buyer, the Company is not a party to (or has been a party to) any contract, obligation or arrangement which requires future payments by, or to, the Company in excess of US\$ 5,000 (five thousand US dollars) and the Company does not have any offers, bids, tenders or proposals outstanding which by the acceptance or other act of some other person would give rise to any such contract, obligation or arrangement.
- 2.23 The land lease agreements (other than long-term state owned land lease agreement) related to the Project are duly executed, and in full force and effect and no party thereto has breached or is in material breach of any of the land lease agreements.
- 2.24 No guarantee, mortgage, charge, pledge, lien, assignment or other security agreement or arrangement has been given by or entered into by the Company over any of its assets in respect of borrowings or other obligations of the Company or any other person.
- 2.25 The Company has no employees, other than its executive director.
- 2.26 There has been no transaction pursuant to or as a result of which: (i) any of the Sale Shares or Shareholder Loans; or (ii) any asset owned, purportedly owned or otherwise held by the Company is liable to be transferred or re-transferred to another person or which gives or may give rise to a right of compensation or other payment or rescission in favour of another person under the law of any relevant jurisdiction.

2.27 No dividend or other distribution of profits or assets has been or agreed to be declared, made or paid by the Company.

ES

MD

HS

SCHEDULE 3 - COMPLETION

Part A: Sellers' Obligations

1. At Completion, each Seller shall deliver or cause to be delivered:
 - (a) to the Buyer:
 - (i) a copy of the shareholder's resolution of the Seller approving execution of each of this Agreement and performance of all transactions contemplated pursuant to this Agreement;
 - (ii) any waivers, consents or other documents, reasonably requested by the Buyer, which are required to enable the Buyer to be registered as the holder of the relevant Sale Shares, in each case in agreed form including (but not limited to) an irrevocable waiver of any pre-emption right or other restriction on the transfer of the Sale Shares conferred on any person who is not a party to this Agreement, duly signed by each holder of such right or restriction;
 - (iii) [Not used;]
 - (iv) an annex to the employment agreement of the executive director of the Company, converting his employment into a limited-term employment, in a form mutually agreed by the Parties;
 - (iv) a certificate in the agreed form, duly executed by each Seller, to the effect that there is no indebtedness outstanding from the Company to any member of any Seller's Group or any person connected with any Seller;
 - (v) confirmation of safe receipt by each Seller of the Purchase Price payable to it;
 - (vi) a statement that the Conditions have been satisfied;
 - (vii) a written confirmation, signed by the Sellers and the executive director of the Company, stating that no Material Adverse Change has occurred since the execution of this agreement;

- (viii) a power of attorney issued by the Company, in the form proposed by the Buyer, authorizing the Buyer's legal advisors to submit the application for the Sale Share registration to the Central Registry of Commercial Entities;
 - (ix) executed counterparts of the Project Development Agreement executed by each Seller;
 - (x) executed counterparts of the Call Option Agreement executed by each Seller;
 - (xi) executed and certified Sale Shares Transfer Deed executed by each Seller;
 - (xi) executed counterpart of the SLA Novation Deed in respect of the Simes Shareholder Loan executed by Simes;
 - (xii) executed counterpart of the SLA Novation Deed in respect of the OIE Shareholder Loans executed by Obnovljivi Izvori Energije d.o.o.; and
 - (xiii) executed counterparts of the Engineering Services Agreements in the form agreed between the Sellers and the Buyer executed by the affiliate engineering services companies of the Sellers and the Company.
- (b) to the Notary:
- (i) the original extract from the Central Registry of Commercial Entities, not older than three months;
 - (ii) if the Share Sale Transfer Deed is not signed by the Seller's statutory representatives (as shown in the extract from the Central Registry of Commercial Entities), a duly executed and notarized powers of attorney on behalf of each Seller for the execution of the Sale Shares Transfer Deed.

Part B: Buyer's Obligations

2 At Completion, the Buyer shall:

- (a) deliver to the Sellers a copy of the board resolution of the Buyer authorising the execution of this agreement;

- (b) deliver to the Notary a duly executed, legalised and apostilled power of attorney for the execution of the Sale Shares Transfer Deed, also including confirmation of the authority of the signatories on behalf of the Buyer to validly represent the Buyer
- (c) deliver to the Notary an original and apostilled extract from the commercial registry of the Buyer's jurisdiction, or any other competent public registry of companies as may be applicable, in any case not older than three months from the date of issuance;
- (b) deliver to the Sellers a written statement that the Conditions have been fulfilled or waived;
- (c) execute and deliver to the Sellers its counterpart of the Project Development Agreement;
- (d) execute and deliver to the Sellers its counterpart of the Call Option Agreement;
- (e) execute and certify its signature on the Sale Shares Transfer Deed;
- (f) execute and deliver to the Sellers its counterparts of the SLA Novation Deed in respect of Simes Shareholder Loan;
- (g) execute and deliver to the Sellers its counterparts of the SLA Novation Deeds in respect of the OIE Shareholder Loan.

SCHEDULE 4 - CALL OPTION AGREEMENT

Handwritten signatures and initials:
A signature, the initials "MD", and another signature.

COMPANY CALL OPTION AGREEMENT

relating to 100% shares of the company

VJETRO PARK BIJELA D.O.O.

dated _____ 2023

between

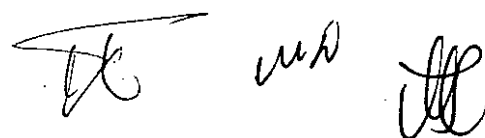
SIMES INŽENJERING

and

SISTEM MNE

and

ALCAZAR ENERGY PARTNERS II HOLDCO LIMITED



THIS COMPANY CALL OPTION AGREEMENT is dated _____ 2023

BY AND BETWEEN

1. **DRUŠTVO ZA PROIZVODNJU, PROMET I USLUGE "SIMES INŽENJERING"**
D.O.O. PODGORICA, a company incorporated in Montenegro (registered no. 50093091),
whose registered office is at Bulevar Svetog Petra Cetinjskog 118/5, Podgorica, Montenegro
("Simes");
2. **D.O.O. "SISTEM - MNE" ZA PROIZVODNJU, PROMET I USLUGE, EXPORT-IMPORT - PODGORICA**, a company incorporated in Montenegro (registered no. 50654236)
whose registered office is at Slobode 78, Podgorica, Montenegro ("Sistem"); and
3. **ALCAZAR ENERGY PARTNERS II HOLDCO LIMITED**, a company incorporated in
England (registered no. 14671727), whose registered office is at 1 Bartholomew Lane, London,
United Kingdom, EC2N 2AX ("Alcazar").

Hereinafter also collectively referred to as the "**Parties**" and each individually as a "**Party**".

BACKGROUND

- a) Simes and Sistem own the entire issued share capital of the company DRUŠTVO SA OGRANIČENOM ODGOVORNOŠĆU "VJETRO PARK BIJELA" PODGORICA, limited liability company incorporated and existing in accordance with the laws of Montenegro, with registered seat at the address Slobode br. 78, Podgorica, Montenegro, company number 51067066 (the "**Company**").
- b) The Company is engaged in the development, licensing, financing, management, operation, maintenance and ownership of the wind power generating plant with an aggregate installed capacity of approximately 118.8 MW located at Šavnik in the central region of Montenegro, all associated engineering, procurement and construction and the negotiation and implementation of all associated contracts, and all other necessary infrastructure (including transformer, overhead line and interconnection infrastructure) connected therewith and the purchase and use of all commodities necessary for the operation thereof (the "**Project**").
- c) On [insert date], the Parties entered into the Share Purchase Agreement, pursuant to which Simes and Sistem agreed to sell and Alcazar agreed to purchase one hundred (100) per cent of the issued share capital of Company (the "**SPA**").

- d) Pursuant to the provisions of the SPA, the Parties are entering into this Agreement in order to regulate their mutual rights and obligations regarding the call option in respect of the shares in the Company, which option is being granted to Sistem and Simes by Alcazar in accordance with this Agreement.

NOW THEREFORE, in consideration of the:

1. INTERPRETATION

1.1 The definitions and rules of interpretation in this clause apply in this Agreement.

1.2 Capitalised terms defined in the SPA have, unless expressly defined in this Agreement, the same meaning when used in this Agreement.

1.3 The following capitalized terms shall have the following meaning:

"**Agreement**" means this agreement, including Schedules and Annexes;

"**Alzacar's Call Option Completion Obligations**" has the meaning given in clause 6.2;

"**Alcazar Development Costs**" means all documented internal costs and external third-party costs and expenses (in each case incurred on arms-length terms) allocated, borne or incurred by Alcazar and its affiliates in connection with the development of the Project for the period up to Call Option Completion.

"**Alcazar Shares**" means all the shares in the Company legally and beneficially owned by Alcazar and/or its affiliate, upon Completion under the SPA and at the time of exercising the Call Option;

"**Call Option**" has the meaning given in clause 3.1;

"**Call Option Completion**" means, in respect of the an exercise of the Call Option, completion of the sale and purchase of the Alcazar Shares through performance of all Call Option Completion Obligations in accordance with clauses 6.2 and 6.3;

"**Call Option Completion Date**" means, in respect of the Call Option, the date on which the Call Option Completion has occurred;

"**Call Option Completion Obligations**" has the meaning given in clause 6.3;

"**Call Option Condition**" has the meaning given in clause 2.1.1;

"**Call Option Condition Notice**" has the meaning given in clause 5.2;

"**Call Option Exercising Parties**" means Simes and Sistem;

"Call Option Exercising Parties Completion Obligations" has the meaning given in clause 6.3;

"Call Option Lapse" the lapse of the Call Option in accordance with clause 7;

"Call Option Notice" has the meaning given in clause 5.3;

"Call Option Price" has the meaning given in clause 4.1;

"Call Option Transfer Deed" means the share transfer deed to be signed by Alcazar and the Call Option Exercising Parties and notarized by a notary public, for the purpose of registration of transfer of the Alcazar Shares from Alcazar to the Call Option Exercising Parties, substantially in the form given as Schedule 3;

"Company" has the meaning given in paragraph (a) of the Background section;

"Construction Permit Condition" means the issuance by applicable competent authorities of the construction permit for the Project, including for the grid connection infrastructure;

"Deferred Call Option Price" means an amount equal to twenty (20) per cent of the Paid Deferred Conditional Payments;

"ICC" has the meaning given in clause 24.1;

"Initial Call Option Price" means an amount equal to (A) the aggregate amount of Alcazar's Development Costs plus (B) the amount equal to eighty (80) per cent of the Paid Deferred Conditional Payments;

"Paid Deferred Conditional Payments" means the aggregate amount of all Deferred Conditional Payment(s) paid by Alcazar to Simes and Sistem under the SPA on or before the date of the Call Option Completion;

"Project" has the meaning given in paragraph (b) of the Background section;

"Rules" has the meaning given in clause 24.1.

1.4 References to clauses, Schedules and Annexes are to the clauses of, and Schedules and Annexes to, this Agreement and references to paragraphs are to paragraphs of the relevant Schedule or Annex.

1.5 The Schedules and Annexes form part of this Agreement and shall have effect as if set out in full in the body of this Agreement.

1.6 The Background section to this Agreement shall form an operative part of the same.

- 1.7 A reference to a Party shall include that Party's predecessors, successors and permitted assigns.
- 1.8 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.9 All headings or captions contained in this Agreement are for convenience of reference only, do not form a part of this Agreement and shall not affect in any way the meaning or interpretation of this Agreement.
- 1.10 Any reference to a provision "being mutually agreed between the Parties" shall mean agreed in writing by each relevant Party.
- 1.11 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms. Where the context permits, other and otherwise are illustrative and shall not limit the sense of the words preceding them.
- 1.12 Words in the singular include the plural and, in the plural, include the singular.
- 1.13 References to a document in agreed form is to that document in the form agreed by the Parties and initialled by them or on their behalf for identification.
- 1.14 A "holding company" of a company or corporation shall be construed as a reference to any company or corporation of which the first mentioned company or corporation is a subsidiary;
- 1.15 A "person" shall be construed as a reference to any individual, corporation, joint stock company, limited liability company, partnership, joint venture, association, trust, unincorporated organization, governmental instrumentality, or other entity;
- 1.16 A "subsidiary" of a company or corporation shall be construed as a reference to any company or corporation:
- 1.16.1 which is Controlled, directly or indirectly, by the first mentioned company or corporation; or
- 1.16.2 more than half the issued share capital of which is beneficially owned, directly or indirectly, by the first mentioned company or corporation; or
- 1.16.3 which is a subsidiary of another subsidiary of the first mentioned company or corporation.

1.17 An "affiliate" of a person at a given time shall mean a subsidiary or holding company of that person and any subsidiary of such holding company at that time.

1.18 A reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force as at the date of this Agreement. A reference to a statute or statutory provision shall include all subordinate legislation made as at the date of this Agreement under that statute or statutory provision.

2. **CALL OPTION CONDITION**

2.1 The Call Option may only be exercised if the following condition has been satisfied:

2.1.1 Financial Close does not occur (for any or no reason, other than for reasons attributable to an act of impediment by or on behalf of Simes and/or Sistem or their respective Connected Persons) on or before the date falling three (3) years after the earlier of the following dates:

- (a) the date of satisfaction of the Construction Permit Condition in respect of the Project; or
- (b) if the Project Company has failed to submit an application in the form prepared by the engineering services companies appointed under the Engineering Services Agreements to the applicable Governmental Authority for the issuance of the construction permit for the Project within such ninety (90) day period, the date falling ninety (90) days after the receipt by the Company of the report of the positive revision (pursuant to Article 81 of the Spatial Planning and Construction Act) of the main design for the Project (the non-occurrence of Financial Close in accordance with clause 2.1.1 following the occurrence of either of the events in clause 2.1.1(a) and 2.1.1(b) being the "Call Option Condition").

2.2 For the avoidance of any doubt, Call Option Condition shall not be satisfied and the Call Option shall not be exercisable if:

2.2.1 the events referred to in clause 2.1.1(a) and clause 2.1.1(b) do not occur for any or no reason; and/or

2.2.2 Financial Close occurs.

3. THE CALL OPTION

3.1 Subject to the satisfaction of the Call Option Condition, Alcazar hereby irrevocably grants to Simes and Sistem an option to acquire from Alcazar all the Alcazar Shares, on the terms and subject to the conditions of this Agreement (the "Call Option").

3.2 The Alcazar Shares will be sold with full title guarantee and free from all Encumbrances (save for the Encumbrances established in accordance with the SPA, if any) together with all rights attached or accruing to the Alcazar Shares at the Call Option Completion Date (including the right to receive any dividend, distribution or return of capital declared, paid or made on or after the Call Option Completion Date).

4. CALL OPTION PRICE

4.1 The aggregate price payable as consideration for the Alcazar Shares ("Call Option Price") shall be the sum of the following amounts:

4.1.1 the Initial Call Option Price; and

4.1.2 the Deferred Call Option Price.

4.2 Subject to the provisions of clause 6 (Call Option Completion), the payment of the Initial Call Option Price to Alcazar shall be made at the Call Option Completion by the Call Option Exercising Parties by way of direct electronic transfer of funds for the same day value to the Alcazar's bank account communicated in advance to the Call Option Exercising Parties.

4.3 The Deferred Call Option Price shall be paid by the Call Option Exercising Parties to Alcazar at the Financial Close of the Project.

5. EXERCISE OF THE CALL OPTION

5.1 The Call Option may only be exercised following the satisfaction of the Call Option Condition.

5.2 If the Call Option Condition has been satisfied, Simes and Sistem may within a period of six (6) months thereafter give written notice thereof to Alcazar, substantially in the form given as Schedule 1 (the "Call Option Condition Notice").

5.3 The Call Option in favour of Simes and Sistem must be exercised by both Simes and Sistem jointly serving on Alcazar a joint written notice in the form given as Schedule 2 (the "Call Option Notice") of their joint wish to exercise the Call Option at any time during the period of one (1) month from the date of the Call Option Condition Notice.

5.4 The Call Option may be exercised only in respect of all of the Alcazar Shares, whereby fifty (50) per cent of such Alcazar Shares shall be allocated to each of Simes and Sistem, respectively.

5.5 Upon service of the Call Option Notice, Alcazar shall become bound to sell the Alcazar Shares to Simes and Sistem at the Call Option Price, in accordance with the terms and conditions of this Agreement.

5.6 Alcazar shall not be obliged to complete the sale of any of the Alcazar Shares unless the purchase of all the Alcazar Shares is completed simultaneously in accordance with the Call Option.

6. CALL OPTION COMPLETION

6.1 Following the exercise of the Call Option in accordance with the terms of this Agreement, the Call Option Completion shall take place at the premises of the lawyers nominated by Simes and Sistem or at such other place as it is agreed by the Parties (whereas any notarisation of documents shall take place at the office of the public notary proposed by Simes and Sistem), at latest within ten (10) Business Days after the service of the Call Option Notice to Alcazar.

6.2 At the Call Option Completion, Alcazar shall undertake the following actions:

6.2.1 deliver the original resolution of the competent body of Alcazar by which entering into this Agreement and realization of the Call Option is duly approved under the applicable laws; and

6.2.2 if applicable, deliver any authorisation, approval, waiver or consent required under or in respect of any of the senior finance agreements concluded with the relevant lenders for purpose of financing the Project; and

6.2.3 if applicable, deliver the resignation in agreed form of the executive director of Company and acknowledging that he has no claim against the Company, whether for loss of office or otherwise;

6.2.4 if applicable, deliver a notarized agreement on mutual termination of employment of the executive director of the Company, in a form mutually agreed by the Parties;

6.2.5 deliver a power of attorney issued by the Company, in the agreed form, authorizing its legal advisors to submit the application for the registration of the transfer of the Alcazar

Shares to Simes and Sistem in line with this Agreement to the Central Registry of Commercial Entities;

- 6.2.6 deliver the original extract for Alcazar from the competent business registry, not older than three months;
- 6.2.7 if the Call Option Transfer Deed is not signed by Alcazar's statutory representatives (as shown in the extract from the competent business registry), a duly executed and notarized powers of attorney on behalf of Alcazar for the execution of the Call Option Transfer Deed; and
- 6.2.8 deliver the Books and Records, including, but not limited to, all written correspondence and notices to or from the Ministry of Finance, the Ministry of Ecology, Spatial Planning and Urbanism, and any other Governmental Authority relating to the Project and the Company, as well as all licences, permits or documents issued in relation to the Project by any of these entities until the Call Option Completion Date; and
- 6.2.9 execute and procure notarization of the Call Option Transfer Deed,

(together "Alcazar's Call Option Completion Obligations").

6.3 At the Call Option Completion, the Simes and Sistem shall:

- 6.3.1 deliver the original resolutions of the competent body of Simes and Sistem by which entering into this Agreement and realization of the Call Option is duly approved under the laws of Montenegro; and
- 6.3.2 execute the agreement on termination of the Project Development Agreement, in a form mutually agreed by the Parties; and
- 6.3.3 execute and procure notarization of the Call Option Transfer Deed; and
- 6.3.4 after due execution and notarization of the Call Option Transfer Deed by both Alcazar and Simes and Sistem, pay the Initial Call Option Price to Alcazar,

(together the "Call Option Exercising Parties Completion Obligations", and, jointly with Alcazar's Call Option Completion Obligations, the "Call Option Completion Obligations")

6.4 All Call Option Completion Obligations referred to in this clause 6 shall be considered to have occurred simultaneously as a part of a single transaction, and no action constituting Call Option Completion Obligations shall be considered to have been taken and no delivery constituting

Call Option Completion Obligations shall be considered to have been made until each of these actions and deliveries have been completed. Only thereafter shall Call Option Completion occur.

- 6.5 Immediately upon Completion, Simes and Sistem shall submit all applications as may be required for registration of the transfer of the Alcazar Shares to Simes and Sistem in line with this Agreement to the Central Registry of Commercial Entities.

7. LAPSE OF THE CALL OPTION

- 7.1 The Call Option shall cease to be exercisable and shall automatically lapse on the earlier of:

- 7.1.1 neither of the events referred to in clause 2.1.1(a) and clause 2.1.1(b) have occurred for any or no reason within three (3) years after the date of this Agreement;
- 7.1.2 Simes and Sistem failing to issue the Call Option Condition Notice before the expiry of the period specified in clause 5.1;
- 7.1.3 Simes and Sistem failing to issue the Call Option Notice before the expiry of the period specified in clause 5.3;
- 7.1.4 the occurrence of the Financial Close; or
- 7.1.5 notwithstanding that the Deferred Payment 5 (FC) Payment Condition remains unsatisfied, Alcazar in its sole and absolute discretion has elected to pay Deferred Payment 5 (FC) to Simes and Sistem, provided that in the case of disagreement on the amount of Deferred Payment 5 (FC), the Call Option shall lapse under this clause if Alcazar elects to pay the Minimum Deferred Payment 5 Amount (and any dispute as to the determination of Deferred Payment 5 (FC) shall be subject to dispute resolution under the SPA) (such lapse in accordance with clause 7 being the "Call Option Lapse").

- 7.2 For the avoidance of doubt, the Call Option shall automatically lapse, including in circumstances where Simes and Sistem have issued a Call Option Condition Notice and/or a Call Option Notice, if the events referred to in clauses 7.1.4 and 7.1.5 occur at any time before the occurrence of Call Option Completion.

8. JOINT EXERCISE

- 8.1 The rights granted to or obligations of Simes and Sistem under this Agreement are required to be exercised jointly and shall be considered exercised or performed by Simes and Sistem for

the purposes of this Agreement only if Simes and Sistem exercise or perform the rights or obligations under this Agreement, together and contemporaneously.

9. ALCAZAR'S COVENANTS PRIOR TO THE CALL OPTION LAPSE

9.1 Until the earlier of Call Option Completion and Call Option Lapse, Alcazar shall not, without the prior written consent of Simes and Sistem and, for the avoidance of doubt, subject to terms and conditions set out under that consent, provided such consent shall not be unreasonably withheld or delayed if the acquiring party that is an entity of sufficient technical and financial standing or has access to technical resources to enable it to achieve Financial Close and fund any outstanding Deferred Conditional Payments under the SPA:

9.1.1 sell, transfer or otherwise dispose of the Alcazar Shares to any third party, provided that Alcazar shall be entitled to transfer one hundred percent (100%) of the Alcazar Shares (but not less than one hundred percent (100%)) to an affiliate of Alcazar;

9.1.2 create any kind of Encumbrance in respect of any of the Alcazar Shares, provided that nothing herein shall restrict Alcazar's rights to assign or create a security interest to the lenders for the purpose of financing the Project and/or to achieve Financial Close;

9.1.3 have the Company enter into any kind of merger with or into any other entity.

10. ALCAZAR'S WARRANTIES

10.1 Alcazar warrants to each of Simes and Sistem that, as at the date of this Agreement:

10.1.1 it has full power and authority to grant the Call Option on the terms and conditions of this Agreement;

10.1.2 no further consent, authorisation, licence or approval of any governmental, administrative, judicial or regulatory body, authority or organisation or by its shareholders is required to authorise the execution, delivery, validity, enforceability or the performance of its obligations under this Agreement or the Call Option Transfer Deed will be required as a consequence of this Agreement;

10.1.3 it is the legal and beneficial owner of the Alcazar Shares, subject only to the Call Option;

10.1.4 the Alcazar Shares represent 100% of the issued share capital of the Company issued or agreed to be issued and there is no option or right outstanding in favour of any third party to subscribe for any share capital of the Company.

10.1.5 There are no Encumbrances (including any restrictions on rights to receive income or voting rights) on or over Alcazar Shares and there is no agreement or commitment (other than as set forth in the SPA, the Project Development Agreement and the articles of association) to give or create any Encumbrance on or over Alcazar Shares and no person has made any claim to be entitled to any right over or affecting Alcazar Shares;

10.2 The liability of Alcazar Energy for all claims under or in connection with this clause 10 shall not exceed an amount equal to the Call Option Price paid to Alcazar Energy.

11. TERM AND TERMINATION

11.1 This Agreement enters into force on the date of its signing and shall be valid until the date of the Call Option Lapse.

11.2 Prior to the Call Option Lapse, neither Party shall be entitled to rescind or terminate this Agreement in any circumstances whatsoever. This shall not exclude any liability for (or remedy in respect of) fraud or fraudulent misrepresentation.

11.3 The fact that the Call Option Lapse has occurred shall not affect any accrued rights or liabilities of either Party in respect of damages for non-performance of any obligation under this Agreement falling due for performance prior to the Call Option Lapse.

12. COSTS

12.1 Except as expressly provided in this Agreement, each Party shall pay its own costs, charges and expenses incurred in connection with the negotiation, preparation and execution of this Agreement (and any documents referred to in it).

13. WAIVERS, RIGHTS AND REMEDIES

13.1 Except as expressly provided in this Agreement, no failure or delay by any Party in exercising any right or remedy relating to this Agreement shall affect or operate as a waiver or variation of that right or remedy or preclude its exercise at any subsequent time. No single or partial exercise of any such right or remedy shall preclude any further exercise of it or the exercise of any other remedy.

14. VARIATIONS

14.1 No amendment of this Agreement shall be valid unless it is in writing and duly executed by or on behalf of each Party.

15. ENTIRE AGREEMENT

15.1 This Agreement and the Call Option Transfer Deed together set out the whole agreement between the Parties in respect of the Call Option and supersede any prior agreement (whether oral or written) relating to the Call Option. It is agreed that except as expressly provided in this Agreement:

15.1.1 no Party shall have any claim or remedy in respect of any statement, representation, warranty or undertaking made by or on behalf of the other Party (or any of its Connected Persons) in relation to the Call Option which is not expressly set out in this Agreement or the Call Option Transfer Deed;

15.1.2 any terms or conditions implied by law in any jurisdiction in relation to the Call Option are excluded to the fullest extent permitted by law or, if incapable of exclusion, any right, or remedies in relation to them are irrevocably waived;

15.1.3 the only right or remedy of a party in relation to any provision of this Agreement or the Call Option Transfer Deed shall be for breach of this Agreement or the Call Option Transfer Deed; and

15.1.4 except for any liability in respect of a breach of this Agreement or the Call Option Transfer Deed, no Party (or any of its Connected Persons) shall owe any duty of care or have any liability in tort or otherwise to the other Parties (or their respective Connected Persons) in relation to the Call Option,

provided that this clause 15 shall not exclude any liability for (or remedy in respect of) fraud or fraudulent misrepresentation. Each Party agrees to the terms of this clause 15 on its own behalf and as agent for each of its Connected Persons.

16. INVALIDITY

16.1 Each of the provisions of this Agreement is severable. If any such provision is held to be or becomes invalid or unenforceable in any respect under the law of any jurisdiction:

16.1.1 it shall have no effect in that respect and the Parties shall use all reasonable efforts to replace it in that respect with a valid and enforceable substitute provision the effect of which is as close to its intended effect as possible;

16.1.2 the remaining provisions of this Agreement shall remain in full force in such jurisdiction; and

16.1.3 all provisions of this Agreement shall continue in full force in any other jurisdiction.

17. NOTICES

- 17.1 Any notice in connection with this Agreement shall be in writing in English and delivered by hand, email, or courier (using an internationally recognised courier company).
- 17.2 A notice shall be effective upon receipt and shall be deemed to have been received (i) at the time of delivery, if delivered by hand, or courier; or (ii) at the time of transmission if delivered by email unless a delay notice or a failure to send notice is received by the sender in which case: (x) in respect of a delay notice, the notice shall be deemed to have been received upon actual receipt by the proposed recipient; and (y) in respect of a failure to send notice, the notice shall not be deemed to have been received by the proposed recipient. Where delivery occurs outside Working Hours, notice shall be deemed to have been received at the start of Working Hours on the next following Business Day.
- 17.3 The addresses and email addresses of the parties for the purpose of clause 17.1 are:

Sellers

Simes

For the
attention of:
Mr. Dejan
Milić

Address: BULEVAR
SVETOG PETRA
CETINJSKOG 118/5

Email: info@simesing.me

Sistem

For the
attention of:
Mr. Ljubiša
Bošković

Address: SLOBODE 78

Email: info@sistem-mne.com

Alcazar

For the
attention of:

Address:

Email:

Daniel
Calderon

Alcazar Energy
Unit 703, Building 1, Park
Heights Square, Dubai
Hills Estate
Dubai, UAE
PO BOX 449205

dcalderon@alcazarenergy.com

With a copy
to Enrico
Casari

Alcazar Energy
Unit 703, Building 1, Park
Heights Square, Dubai
Hills Estate
Dubai, UAE
PO BOX 449205

ecasari@alcazarenergy.com

17.4 Each Party shall notify the other parties in writing of a change to its details in clause 17.3 from time to time, provided that such notice shall only be effective on:

17.4.1 the date specified in the notice as the date on which the change is to take place; or

17.4.2 if no date is specified or the date specified is less than five Business Days after the date on which notice is given, the date which is the fifth (5th) Business Day after notice of any change has been given.

18. COUNTERPARTS

18.1 This Agreement may be executed in any number of counterparts, and by each Party on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument. Delivery of a counterpart of this Agreement by e-mail attachment shall be an effective mode of delivery.

19. AGREEMENT LANGUAGE

This Agreement has been agreed and prepared in the English language. In the event of any translation of this Agreement, or any part thereof, into any other language, the same shall continue to be construed and interpreted according to the English language version which shall therefore prevail in the event of any conflict or discrepancy.

20. ASSIGNMENT

- 20.1 Unless the Parties specifically agree in writing and subject to clause 20.2, none of the Parties shall assign, transfer, charge or otherwise deal with all or any of its rights and/or obligations under this Agreement, nor grant, declare, create or dispose of any right or interest in it. Any purported assignment in contravention of this clause 20 shall be void.
- 20.2 In the event that Alcazar transfers the Alcazar Shares to an affiliate of Alcazar in accordance with clause 9.1.1, the Parties agree that Alcazar shall assign and transfer all of its rights and/or obligations under this Agreement to such affiliate of Alcazar that becomes the holder of the Alcazar Shares. The Parties shall take such actions and execute such documents required to give effect to such assignment and transfer.
- 20.3 This Agreement will be binding and endure for the benefit of the successors in title and permitted assigns of each of the Parties and references to the Parties will be construed accordingly.

21. FURTHER ASSISTANCE

- 21.1 Each Party must do, at its own expense, everything reasonably necessary including the provision of information, signature and deliverance of instruments and documents and taking such other actions as may be required by law or as may be necessary to implement and give effect to this Agreement.

22. THIRD PARTY RIGHTS

- 22.1 Except where expressly provided otherwise in this Agreement, a person who is not a Party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

23. GOVERNING LAW

- 23.1 This Agreement and any non-contractual obligations arising out of or in connection with this Agreement shall be governed by, and interpreted in accordance with, English law.

24. JURISDICTION

- 24.1 The Parties agree that any dispute, claim, difference, question or controversy arising out of, relating to or having any connection with this Agreement, including any dispute as to its existence, validity, interpretation, performance, breach or termination or the consequences of

its nullity and any dispute relating to any non-contractual obligations arising out of or in connection with it, shall be referred to and finally resolved by arbitration administered under the Rules of Arbitration (the "**Rules**") of the International Chamber of Commerce, Paris, France ("**ICC**").

- 24.2 The Rules are incorporated by reference into this clause 24 and capitalised terms used in this clause 24 which are not otherwise defined in this Agreement have the meaning given to them in the Rules.
- 24.3 The number of arbitrators shall be three. Alcazar shall appoint one (1) arbitrator, Simes and Sistem shall jointly, if both are party to the relevant dispute, claim, difference, question or controversy, or individually, if only one of them is party to the relevant dispute, claim, difference, question or controversy, appoint one (1) arbitrator, and one (1) arbitrator who shall serve as chairman shall be nominated by the agreement of Alcazar and Simes and Sistem (jointly or individually, as applicable). Failing such agreement within thirty (30) days of the nomination of the party-nominated arbitrators, the third arbitrator shall be nominated by the ICC.
- 24.4 The seat or legal place of arbitration shall be London, England. This agreement to arbitrate shall be governed by English law.
- 24.5 The language used in the arbitral proceedings shall be English. All documents submitted in connection with the proceedings shall be in the English language, or, if in another language, accompanied by an English translation.

**-THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK, SIGNATURE
PAGE FOLLOWS ON THE NEXT PAGE-**

For ALCAZAR ENERGY PARTNERS II
HOLDCO LIMITED

Name:

Position:

For D.O.O. "SISTEM - MNE"
ZA PROIZVODNJU, PROMET
I USLUGE, EXPORT-IMPORT
- PODGORICA

Name:

Position:

For D.O.O. "SISTEM - MNE"
ZA PROIZVODNJU, PROMET
I USLUGE, EXPORT-IMPORT
- PODGORICA

Name:

Position:

SCHEDULE 1 - FORM OF THE CALL OPTION CONDITION NOTICE

To: [Alcazar Energy]

We, Simes and Sistem refer to:

- (a) the Company Call Option Agreement dated [•] and made between yourselves and ourselves (the "Company Call Option Agreement"); and
- (b) the Call Option granted by you to us under the Company Call Option Agreement.

In accordance with clause 5.1 of the Company Call Option Agreement, we are serving you this Call Option Condition Notice.

All capitalised terms used in this Call Option Condition Notice, unless otherwise herein expressly defined, shall have the same meaning as under the Company Call Option Agreement.

We are hereby informing you that the Call Option Condition is satisfied and that we intend to send you the Call Option Notice in accordance with the terms of the Company Call Option Agreement.

For Simes Inženjering:

Name: [•]

Position: [•]

For Sistem MNE:

Name: [•]

Position: [•]

SCHEDULE 2 - FORM OF THE CALL OPTION NOTICE

To: [Alcazar Energy]

We, Simes and Sistem refer to:

- (a) the Company Call Option Agreement dated [•] and made between yourselves and ourselves (the "Company Call Option Agreement"); and
- (b) the Call Option granted by you to us under the Company Call Option Agreement.

In accordance with clause 5.3 of the Company Call Option Agreement, we are serving you this Call Option Notice.

All capitalised terms used in this Call Option Notice, unless otherwise herein expressly defined, shall have the same meaning as under the Company Call Option Agreement.

We are hereby informing you that we are exercising the Call Option granted to us by you under the Company Call Option Agreement. The Call Option is being exercised by Simes and Sistem.

We are kindly asking you to proceed with the Call Option Completion in accordance with the Company Call Option Agreement.

For Simes Inženjering:

Name: [•]

Position: [•]

For Sistem MNE:

Name: [•]

Position: [•]

SCHEDULE 3 – FORM OF THE CALL OPTION TRANSFER DEED

SHARE TRANSFER DEED

UGOVOR O PRENOSU UDJELA

This Share Transfer Deed (the "**Deed**") has been executed in [●], on [●] 2023, by and between:

Ovaj Ugovor o prenosu udjela ("**Ugovor**") zaključen je u [●], dana [●] 2023. godine, između sljedećih ugovornih strana:

- (1) [Alcazar Energy], a company incorporated under the laws of [●], registered with the competent business registry of [●], under corporate identification number [●], with its headquarters at [●] (the "**Transferor**"),

- (1) [Alcazar Energy], privrednog društva koje je organizovano u skladu sa pravom [●], registrovanog u nadležnom privrednom registru [●], pod registarskim brojem 03040232, sa sjedištem u [●] ("**Prenosilac**");

and

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- (2) [●], a company organized under the laws of Montenegro, registered with Central Registry of Commercial Entities of Montenegro under corporate identification number [●], with its headquarters at [●] (the "**Transferee**");

- (2) [●], privrednog društva koje je organizovano u skladu sa pravom Crne Gore, registrovanog u Centralnom registru privrednih subjekata Crne Gore pod matičnim brojem [●], sa sjedištem u [●] ("**Sticalac**");

Transferor and the Transferee are collectively referred to as the "**Parties**" and individually as "**Party**".

Prenosilac i Sticalac u daljem tekstu su zajednički označeni kao: "**Ugovorne Strane**", a pojedinačno kao "**Ugovorna Strana**".

WHEREAS:

BUDUĆI DA:

- (A) DRUŠTVO SA OGRANIČENOM ODGOVORNOŠĆU "VJETRO PARK BIJELA" PODGORICA, a limited liability company organized under the laws of Montenegro, registered with Central Registry of Commercial Entities of Montenegro under corporate identification number 51067066, with its headquarters at Ulica Slobode br. 78, Podgorica, Montenegro (the "**Company**");

- (A) DRUŠTVO SA OGRANIČENOM ODGOVORNOŠĆU "VJETRO PARK BIJELA" PODGORICA, privredno društvo koje je organizovano i posluje u skladu sa pravom Crne Gore, registrovano u Centralnom registru privrednih subjekata Crne Gore pod matičnim brojem 51067066, sa sjedištem na adresi Ulica Slobode br. 78, Podgorica, Crna Gora ("**Društvo**");

(B) the share capital of the Company registered in the Central Registry of Commercial Entities of Montenegro amounts to 1 EUR in cash, which is subscribed and fully paid in;

(C) The Transferor is the owner of 100% of the share in the total share capital of the Company ("Share") amounting to 1 EUR in cash, which is subscribed and fully paid in;

(D) The Transferor and Transferee have on [●] 2023 entered into the Company Call Option Agreement (the "CCOA"), pursuant to which Transferor granted to the Transferee an option to purchase the Share at the Call Option Price (as defined in the CCOA) payable on the terms and subject to the conditions of the CCOA;

(E) The right of the Transferee to exercise the Call Option (as defined in the CCOA) granted under the CCOA has been triggered, the Transferor intends to sell and transfer to the Transferee the Share in the Company, and the Transferee intends to purchase and acquire the Transferor's Share, under the terms and conditions set forth under the CCOA.

(B) da osnovni kapital Društva koji je registrovan u Centralnom registru privrednih subjekata Crne Gore iznosi 1 EUR u novcu, koji je u potpunosti upisan i uplaćen;

(C) je Prenosilac vlasnik 100% udjela u ukupnom osnovnom kapitalu Društva ("Udio") u iznosu od 1 EUR u novcu, koji je u potpunosti upisan i uplaćen;

(D) su Prenosilac i Sticalac dana [●] 2023. zaključili Ugovor o kupovnoj opciji društva ("UKOD"), na osnovu koga je Sticalac stekao pravo na opciju da kupi Udio po Kupoprodajnoj Cijeni za Opciju (kako je ista definisana u UKOD-u) koja se plaća u skladu sa uslovima iz UKOD-a;

(E) je Sticalac stekao pravo da aktivira Kupovnu opciju (kako je definisana u UKOD-u), Prenosilac želi da proda i prenese Sticaocu svoj Udio u Društvu, a Sticalac želi da kupi i stekne od Prenosioca njegov Udio, prema uslovima i na način predviđen u UKOD-u.

Now therefore the Parties agree as follows:

Sada i stoga, Ugovorne Strane su se dogovorile kako slijedi:

1. Transfer of shares

1.1. Subject to terms and conditions of this Agreement, the Transferor hereby transfers and the Transferee accepts the transfer of the Share, free from all charges and encumbrances, together with all rights now or hereafter attached thereto.

1.2. The Transferor and the Transferee agree that the Transferee may register with the Central Registry of Commercial Entities of Montenegro as the owner of [●]% of the Share in the Company, without the further consent, presence or approval of any kind by the Transferor.

2. Purchase price

1. Prenos udjela

1.1. Pod uslovima navedenim u ovom Ugovoru, Prenosilac ovim prenosi, a Sticalac ovim prihvata prenos Udjela, oslobođenog od bilo kojih tereta ili naknada, zajedno sa svim pravima, postojećim ili budućim.

1.2. Prenosilac i Sticalac su saglasni da se Sticalac na osnovu ovog Ugovora može registrovati kod Centralnog registra privrednih subjekata Crne Gore kao vlasnik [●]% Udjela u Društvu, bez dalje saglasnosti, prisustva ili bilo kakvog odobrenja Prenosioca.

2. Cijena

2.1. For the transfer of the [●]% of the Share in the Company from the Transferor to the Transferee, the Transferee shall pay to the Transferor the Call Option Purchase Price, as defined under the CCOA.

3. Expenses

3.1. Each Party shall bear its own costs of its professional advisors (including tax consultants) in connection with the preparation and consummation of this Agreement.

3.2. The Transferor shall pay all expenses related to the execution and authentication of this Agreement.

4. Governing Law and Dispute Resolution

4.1. All disputes arising out of or in connection with this Agreement shall be finally resolved before the competent court in Montenegro.

4.2. This Agreement shall be governed by the laws of Montenegro, without reference to its conflict of laws provisions.

5. Miscellaneous

5.1. If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the governing law, the legality, validity and enforceability of other provisions of the Agreement shall not be affected or impaired in any way and the Parties shall agree in good faith alternative arrangements which preserve, to the extent possible, the agreement reached by the Parties to achieve the objectives stated herein.

5.2. This Agreement may not be altered or amended except by concluding a written annex thereto, signed by both Contracting Parties and notary certified, otherwise such eventual alterations or amendments will not be legally binding and will not produce any legal effect upon the Parties.

5.3. This Agreement has been made in Montenegrin and English language. In case of any discrepancy between two versions, the Montenegrin version shall prevail.

5.4. This Agreement is executed in 6 (six) original

2.1. Za prenos [●]% Udjela u Društvu sa Prenosioca na Sticaoca, Sticalac plaća Prenosiocu Kupoprodajnu Cijenu za Opciju određenu u UKOD-u.

3. Troškovi

3.1. Svaka Ugovorna Strana snosi troškove svojih profesionalnih savjetnika (uključujući poreske savjetnike) u vezi sa pripremom i izvršenjem ovog Ugovora.

3.2. Sve troškove u vezi sa potpisivanjem i ovjerom ovog Ugovora će snositi Prenosilac.

4. Mjerodavno pravo i rješavanje sporova

4.1. Svi sporovi koji nastanu iz ili u vezi sa ovim Ugovorom biće konačno riješeni pred nadležnim sudom Crne Gore.

4.2. Na ovaj Ugovor se primjenjuje pravo Crne Gore, bez upućivanja na njegove kolizijske norme.

5. Ostale odredbe

5.1. Ukoliko u bilo kom trenutku bilo koja odredba ovog Ugovora postane nezakonita, ništava ili neizvršiva, u bilo kom smislu, saglasno mjerodavnom pravu, to neće uticati na bilo koji način na zakonitost, punovažnost i izvršivost ostalih odredaba ovog Ugovora i Ugovorne Strane su saglasne da u dobroj vjeri postignu alternativni Ugovor kojim će u najvećoj mogućoj mjeri očuvati Ugovor Ugovornih Strana kako bi se ostvario namjeravani cilj.

5.2. Ovaj Ugovor se ne može mijenjati ili dopunjavati, osim sklapanjem pisanog aneksa uz Ugovor, potpisanog od strane obe Ugovorne Strane i ovjerenog od strane notara, u suprotnom, sve takve moguće izmjene ili dopune neće biti pravno obavezujuće i neće proizvoditi pravno dejstvo na Ugovorne Strane.

5.3. Ovaj Ugovor je sačinjen na crnogorskom i engleskom jeziku. U slučaju bilo kakvih nesaglasnosti između dvije verzije, mjerodavna je verzija na crnogorskom jeziku.

5.4. Ovaj Ugovor je zaključen u 6 (šest) originalnih

counterparts, of which two counterpart shall be kept by each Party, one counterpart shall be retained by the notary in the procedure of authentication, and one counterpart shall be used for registration purposes with Central Registry of Commercial Entities of Montenegro.

primjeraka, od kojih svaka Ugovorna strana zadržava po dva primjerka, jedan primjerak zadržava notar u postupku ovjere, dok će jedan primjerak služiti za potrebe registracije kod Centralnom registru privrednih subjekata Crne Gore.

For the Transferor / Za Prenosioca:

Name/Ime: [•]

Position/Funkcija: [•]

For the Transferee / Za Sticaoca:

Name/Ime: [•]

Position/Funkcija: [•]

SCHEDULE 5 - ENGINEERING SERVICES AGREEMENTS HEADS OF TERMS

HEADS OF TERMS ("HoTs")

The Parties agree that the contract for the services required for Vjetro Park Bijela d.o.o. ("**Project Company**") to obtain all necessary permits for the construction of Bijela WF shall include the following provisions as well as such terms and conditions contained in international similar contracts for similar projects including as required for bankability and legal effectiveness for IPPs ("**Permitting**").

Item	Requirement
Parties	The Contract will be split in 2 Contracts between the following parties: 1. Vjetro Park Bijela D.O.O. ("Employer") ; and 2. [Permonite d.o.o. and Sistem-mne d.o.o.] as the " Permitting Contractors ". Each a " Party " and together, the " Parties ".
Project	118MW wind power plant, including the WTGs, the BoP and relevant interconnection facilities and access roads, located in Montenegro, Municipality of Šavnik (the " Facility ").
Permitting Contractors' Scope	The Permitting Contractors shall be responsible for: 1) The execution of the preliminary and main design, and all other required documentation to obtain the permits and agreement for the construction of the Facility. This includes, but not limited to: • Performance of topographical/geodetic survey for the whole Facility area. • Performance of Geotechnical survey and any other surveys required to perform the preliminary and main design and as required by the Urban Technical Conditions. • Performance of the Environmental Impact Study for consent in Montenegro and preparing the request for the Environmental Protection Agency, including any amendments to the Environmental Impact Study that may be required during the approval process. • Drafting of the Ecological Elaboration, Biodiversity Study, zero status for consent in Montenegro. • Drafting of the fire protection study and the study on safety at work. • Drafting of the Conceptual Solution and revision of the Conceptual Solution including any corrections that may be required during the revision. • Performance of Cadastral list and drawings as required to get the land permits. • Request for the grid connection and preparation of the Elaborate on the exact point of connection and the method of connection to the transmission network. • Elaboration of all "Books", that is parts of the preliminary design or main design, that are required for complex engineering facilities for power generation as per the local regulations to obtain the construction permit. • Correction of any deficiencies of the preliminary design or the main designed that may be determined during the revision. • Preparation of any other technical document that may be required to obtain the construction permit, in accordance with the Law on Spatial Planning and Construction of Facilities, the Regulation on the Method of Preparation and Detailed Content of Technical Documentation for Complex Engineering Structures for the Production, Transmission, and Distribution of Electric and Thermal Energy, and other relevant regulations. 2)* The design shall meet the local regulation, the most relevant international standards of the business, good business practices as well as manufacturer's recommendations. 3) Revision of the Preliminary and Main design as required to be able to apply for all necessary consent in accordance with the law on spatial planning and construction of facilities, and other relevant regulations. 4) Preparation of all applications and obtaining all necessary consents related to preparation of in accordance with the law on spatial planning and construction of facilities, including but not limited: • Consent of the Electric Transmission System of Montenegro (CGES) • Consent of the Civil Aviation Agency to the main design • Water permit

Item	Requirement
	• Environmental approval • Other consents or approvals of the competent bodies to the extent such consent or approval is not to be official obtained by the Ministry of Ecology, Spatial Planning and Urbanism or any other authority upon the application from the Project Company to obtain the construction permit. • Construction permit. therein (the "Works"), all on a fixed price lump-sum basis. The Works shall be compliant with, among other things, all applicable laws, good utility practice and Employer Requirements.
Permitting Fees	Any fees that are or may become payable to Government institutions or local authorities or any other required body or third party to obtain the consents listed in the Scope of Work will be paid directly by the Employer. Any such fees are excluded from the Contract Price and will be paid directly by Employer to counterparty. For the avoidance of doubt, although Permitting Contractors will be responsible for obtaining the following permits, the applicable fees will be paid directly by Employer to applicable counterparty: • The fee paid to CGES to process the Elaborate on the exact connection point and method of connection to the transmission network (30.000 € without VAT). • The fee related to connection to the transmission system of electricity, which is determined based on the Methodology for determining the fee for connection to the transmission system of electricity ("Official Gazette of Montenegro", number 149/22) etc. The Permitting Contractors will notify the Employer with time in advance to not delay the permitting process but in no case later than 10 days previous to the date when the fees needs to be paid in order to avoid a delay of the Project the amount to be paid, and will provide an invoice issued by counterparty (as well as any applicable agreement) for the Employer to perform the payment to the required entity. In case the payment, as per the official channels of the related entity, needs to be done prior to receiving an invoice, the Permitting Contractors will provide enough time in advance to the Employer to be able to process the request and perform the payment as required by the official entity.
Employer Scope	The Employer should provide to the Permitting Contractors all the necessary inputs required in a timely manner in order for the Permitting Contractors to perform its Scope of Work. The Permitting Contractors will inform with enough time in advance to the Employer about the required timelines for each inputs required.
Cooperation and interface	All the designs performed by the Permitting Contractors need to be aligned and approved by the Employer. This is in order to avoid impacts on the Project requirements introduced by the documentation included in the Consents or Permits requests without possibility of the Employer to assess if the documentation to be provided could be modified or changed. Before submission of any document to any authority the Permitting Contractors should share the documents with the Employer for its previous approval. In order to coordinate the timelines, inputs required by the Permitting Contractors and swift approval process by the Employer for the Works, regular workshops will be arranged either face to face in Podgorica or remotely with MS Teams where all the required attendees will participate to ensure productive sessions and achievement of timelines. Employer commits to collaborate providing all the required information needed for the design
Language	English will be the main language in the communications between the parties. All the documentation (drawings, surveys, reports, calculations etc.) will be provided in editable version and dual language (English and Local Language). While the documentation for official submission will be in the local language, the Permitting Contractors commits to submit all the information in digital format to ease the translation as well as translate any official communication from the authorities in order to avoid mistakes in the translations.
Contract Price	Fixed lump-sum price of EUR [1,008,312] (the "Contract Price") to be split between the Contract with each Contractor Party, including payment of any and all Taxes with the only exception of VAT.

Handwritten signatures and initials:

[Signature] *NP* *[Signature]*

Item	Requirement																				
Payment terms	The Employer to pay the Permitting Contractors the Contract Price in Euros, within 15 calendar days of completion of identifiable milestones (as detailed below in section "Payment Schedule").																				
Payment Schedule	The Contract Price is to be paid as per section "Payment terms" above following the successful achievement of the following Milestones together with percentages and cumulative percentages both being by reference to the Contract Price: <table><tr><th>Item</th><th>Milestone</th><th>Percentage</th><th>Cumulative Percentage</th></tr><tr><td>1</td><td>Advance Payment</td><td>20%</td><td>20%</td></tr><tr><td>2</td><td>Satisfactory completion of Site Surveys</td><td>20%</td><td>40%</td></tr><tr><td>3</td><td>Satisfactory completion of Preliminary Design</td><td>10%</td><td>50%</td></tr><tr><td>4</td><td>Obtain of Construction permit</td><td>50%</td><td>100%</td></tr></table>	Item	Milestone	Percentage	Cumulative Percentage	1	Advance Payment	20%	20%	2	Satisfactory completion of Site Surveys	20%	40%	3	Satisfactory completion of Preliminary Design	10%	50%	4	Obtain of Construction permit	50%	100%
Item	Milestone	Percentage	Cumulative Percentage																		
1	Advance Payment	20%	20%																		
2	Satisfactory completion of Site Surveys	20%	40%																		
3	Satisfactory completion of Preliminary Design	10%	50%																		
4	Obtain of Construction permit	50%	100%																		
Timelines	The Permitting Contractors will target to achieve the following timelines (periods below are referred from the date of signature of the Permitting Contract), provided that the Employer provided the necessary inputs on time: 1) Completion of site Surveys: 2-3 months. 2) Completion of required documentation to be included in RfP for Equipment Supply and Construction works for the Wind Farm, Access Road and OHL and S/S: 3 months 3) Completion of the Preliminary Design Package: 5 months. 4) Completion of EIA Study: 1 Months after last bird and bat season survey required. 5) Completion of the Main Design Package: 8 Months. 6) Issue of Construction Permit: 18 Months.																				
Taxes	The Permitting Contractors shall be liable for all taxes, charges, royalties and duties related to the Permitting Contractors and/or the Works. The Employer is only liable for the payment of any VAT for the Contract Price.																				
Indemnities	The Permitting Contractors will indemnify the Employer with respect to:(i) breach of law; (ii) infringement or alleged infringement of any intellectual property; (iii) corrupt or prohibited acts; and (iv) other specific indemnities included in the Permitting Contract.																				
Termination	Customary termination provisions, including termination for breach, non payment and convenience.																				
Governing law	Montenegrin law																				
Disputes	ICC arbitration in Vienna.																				
Boilerplate	Customary boilerplate provisions for a contract of this nature.																				

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SCHEDULE 6 - PROJECT DEVELOPMENT AGREEMENT

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Agreed Form

SIMES INŽENJERING

AND

SISTEM MNE

AND

ALCAZAR ENERGY PARTNERS II HOLDCO LIMITED

**BIJELA WIND PROJECT - PROJECT DEVELOPMENT
AGREEMENT**

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THIS AGREEMENT is made on [•] 2023

BETWEEN:

- (1) **DRUŠTVO ZA PROIZVODNJU, PROMET I USLUGE "SIMES INŽENJERING" D.O.O. PODGORICA**, a company incorporated in Montenegro (registered no. 50093091), whose registered office is at Bulevar Svetog Petra Cetinjskog 118/5, Podgorica, Montenegro ("**Simes**"); and
- (2) **D.O.O. "SISTEM - MNE" ZA PROIZVODNJU, PROMET I USLUGE, EXPORT-IMPORT – PODGORICA**, a company incorporated in Montenegro (registered no. 50654236), whose registered office is at Slobode 78, Podgorica, Montenegro ("**Sistem**") (and together with Simes being the ("**Initial Developers**"));
- (3) **ALCAZAR ENERGY PARTNERS II HOLDCO LIMITED**, a company incorporated in England (registered no. 14671727), whose registered office is at 1 Bartholomew Lane, London, United Kingdom, EC2N 2AX ("**Alcazar Energy**");

each a "**Party**" and together the "**Parties**".

WHEREAS:

- (A) The Initial Developers are the sole beneficial, legal and registered owners of all of the share capital of DRUŠTVO SA OGRANIČENOM ODGOVORNOŠĆU "VJETRO PARK BIJELA" PODGORICA, limited liability company incorporated and existing in accordance with the company laws of Montenegro, with registered seat at the address Slobode br. 78, Podgorica, Montenegro, registration number 51067066 (the "**Project Company**").
- (B) Project Company is developing the Project (as defined below).
- (C) On 8 May 2023, the Parties signed a Preliminary Agreement whereby they agreed, *inter alia*, to negotiate certain agreements, including this Agreement, in order to regulate their respective rights and obligations relating to the acquisition and development of the Project (the "**Preliminary Agreement**").
- (D) The Parties have agreed that it is desirable for Alcazar Energy (through one or more affiliates) to acquire the entire issued share capital of the Project Company.
- (E) The Parties have entered into the Share Purchase Agreement pursuant to which the Initial Developers shall sell 100% of the shares in the Project Company to Alcazar Energy.
- (F) The Parties wish to enter into this Agreement to regulate their rights and obligations in respect of the development of the Project.

NOW THEREFORE the Parties agree as follows:

1. INTERPRETATION

1.1 In this Agreement:

"Anti-Bribery Laws" means any law, rule, regulation, or other legally binding measure of any jurisdiction that relates to bribery or corruption;

"Anti-Money Laundering Laws" means applicable laws (including common or civil law), regulations, rules and guidance having the force of law criminalizing or imposing administrative or regulatory obligations and/or liability in respect of money laundering. Money laundering means the acquisition, possession, use, conversion, transfer or concealment of the true nature of property of any description, and legal documents or instruments evidencing title to, or interest in, such property, knowing that such property is an economic advantage from criminal offences, for the purpose of:

- (a) concealing or disguising the illicit origin of the property (i.e., any criminal origin, including without limitation, corruption, drug trafficking, organised crime, terrorism, money laundering or fraud); or
- (b) assisting any person who is involved in the commission of the criminal offence as a result of which such property is generated, to evade the legal consequences of such actions;

"Business Day" means a day (other than a Saturday or Sunday) when banks in each of Dubai, Luxembourg, London and Montenegro are open for the transaction of normal business;

"Completion" means the completion of the transfer of the Sale Shares to Alcazar Energy (or a nominee wholly owned subsidiary of Alcazar Energy) in accordance with the Share Purchase Agreement;

"Confidential Information" means all information related to Project Company and the Project, the terms of this Agreement and all information concerning either of the Parties or their respective affiliates, in each case, regardless of whether it arose, became known or was generated prior to or during the term of this Agreement;

"Control" means the power of a person to secure that the affairs of another are conducted directly or indirectly in accordance with the wishes of that person whether by means of, in the case of a company, being the direct or indirect beneficial owner of more than fifty (50) percent of the issued share capital of or of the voting rights in that company, or having the right to appoint or remove a majority of the directors or otherwise control the votes at board meetings of that company by virtue of any powers conferred by law, constitutional documents, shareholders' agreement or any other document regulating the affairs of that company (including proxy voting arrangements) (and Controlled and Controlling shall have corresponding meanings);

"Defaulting Party" has the meaning given in clause 7.1;

"Deferred Payment 4 (Construction Permit)" has the meaning given to such term in the Share Purchase Agreement;

"Dispute" means any dispute, controversy, difference or claim between the Parties arising out of or any manner connected with this Agreement, whether based in contract, tort (including negligence and strict liability) or otherwise;

"Euro" means the euro, being the official currency of the European Union;

"Euribor" means the Euro Interbank Offered Rate as published on the relevant day;

"Financial Close" means the date on which all the conditions precedent to drawdown of first funds under the senior finance agreements for the Project are either satisfied or waived and first disbursement of funds under the senior finance agreements has occurred;

"Future Development Costs" means those development costs that are expected to be incurred after the date of this Agreement but prior to Financial Close in respect of the Project, as may be determined by Alcazar Energy;

"Governmental Authority" has the meaning given to such term in the Share Purchase Agreement;

"ICC Centre" means the ICC International Centre for Expertise;

"Independent Expert" has the meaning given in clause 11.2.1;

"Insolvency Event" means:

- (i) in respect of Alcazar Energy, any of the following insolvency events, other than in the case of a solvent re-organisation:
 - (a) any meeting of creditors generally of that company being held or any arrangement or composition with or for the benefit of its creditors being entered into by or in relation to the company in question;
 - (b) a supervisor, trustee, receiver, interim receiver, receiver and manager, custodian, administrator, administrative receiver (or other person with similar powers) taking possession of or being appointed over or any distress, execution, garnishment, attachment, or other process being levied or enforced (and not being discharged within twenty-one (21) days or, if later, not being discharged at the first adjourned hearing) upon the whole or any material part of the assets of that company;
 - (c) that company ceasing to carry on business or being or becoming insolvent or unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986;
 - (d) a petition being presented (and not being discharged or adjourned for later hearing within twenty-one (21) days or, if later, not being discharged at the first adjourned hearing) or a resolution being passed or an order being made for the administration or the receivership, winding-up, bankruptcy, liquidation, or dissolution of that company;
 - (e) any order or judgment is made by a tribunal of competent jurisdiction restraining the company's ability to deal with all or a substantial portion of its assets and property; or

- (f) that company suffering any similar event or act to those listed in (a) to (e) of this definition with similar effect under the law of any competent jurisdiction;
and
- (ii) in respect of any of the Initial Developers, any of the following insolvency events, other than in the case of a solvent reorganisation:
- (a) any meeting of creditors generally of that company being held or any arrangement or composition with or for the benefit of its creditors being entered into by or in relation to the company in question, under the Insolvency Act of Montenegro;
 - (b) a preliminary insolvency procedure being initiated and not being discharged within thirty-three (33) days as of its initiation;
 - (c) that company ceasing to carry on business or being or becoming insolvent or unable to pay its debts within the meaning of article 12 of the Insolvency Act of Montenegro;
 - (d) a petition being presented (and not being discharged or withdrawn, before passing a decision on reprobation or rejecting the petition;
 - (e) any order or judgment is made by a tribunal of competent jurisdiction restraining the company's ability to deal with all or a substantial portion of its assets and property;

"Non-Defaulting Party" has the meaning given in clause 7.1;

"Notice of Dissatisfaction" has the meaning given in clause 11.2.6;

"Notice of Dispute" has the meaning given in clause 11.1;

"Permitted Purposes" means the development and implementation of the Project;

"Preliminary Agreement" has the meaning given in Recital (C);

"Project" means the development, licensing, financing, management, operation, maintenance and ownership of the wind power generating plant with an aggregate installed capacity of approximately 118.8 MW located at Šavnik in the central region of Montenegro, all associated engineering, procurement and construction and the negotiation and implementation of all associated contracts, and all other necessary infrastructure (including transformer, overhead line and interconnection infrastructure) connected therewith and the purchase and use of all commodities necessary for the operation thereof;

"Project Company" has the meaning given in Recital (A).

"Sanctions Authority" means the U.S. Department of State, the U.S. Department of Commerce Bureau of Industry and Security, the U.S. Department of the Treasury Office of Foreign Assets Control, the European Union Council and/or Commission (including any present or future member state of the European Union), Her Majesty's Treasury of

the United Kingdom, the United Kingdom Department for Business, Energy and Industrial Strategy, Japan's Ministry of Finance, Japan's Ministry of Economy, Trade and Industry, and any other applicable government or regulatory body, institution or agency having similar jurisdiction;

"**Sanctions Laws**" means economic or financial sanctions together with any other law, regulation, order, directive, or guidance (with the effect of law) imposed by a Sanctions Authority that imposes trade or economic restrictive measures against countries, territories, individuals or entities;

"**Sale Shares**" has the meaning given to such term in the Share Purchase Agreement;

"**Share Purchase Agreement**" means the share purchase agreement between the Initial Developers and Alcazar Energy (or its nominee) relating to the sale of the Sale Shares executed on the date of this Agreement;

1.2 In this Agreement, a reference to:

1.2.1 a "**holding company**" of a company or corporation shall be construed as a reference to any company or corporation of which the first mentioned company or corporation is a subsidiary;

1.2.2 a "**person**" shall be construed as a reference to any individual, corporation, joint stock company, limited liability company, partnership, joint venture, association, trust, unincorporated organization, governmental instrumentality, or other entity;

1.2.3 a "**subsidiary**" of a company or corporation shall be construed as a reference to any company or corporation:

- (a) which is Controlled, directly or indirectly, by the first mentioned company or corporation; or
- (b) more than half the issued share capital of which is beneficially owned, directly or indirectly, by the first mentioned company or corporation; or
- (c) which is a subsidiary of another subsidiary of the first mentioned company or corporation.

1.2.4 an "**affiliate**" of a person at a given time shall mean a subsidiary or holding company of that person and any subsidiary of such holding company at that time;

1.2.5 a statutory provision shall be deemed to be a reference to:

- (a) that statutory provision as modified and/or re-enacted from time to time (whether before or after the date of this Agreement); and
- (b) any subordinate legislation made, or other thing done, under that statutory provision (whether before or after the date of this Agreement);

1.2.6 a clause or Annex, unless the context otherwise requires, is a reference to a clause of or Annex to this Agreement;

1.2.7 a document is a reference to that document as amended, varied or replaced from time to time;

1.2.8 the singular includes the plural and vice versa (unless the context requires otherwise); and

1.2.9 the words "including" and "include" are to be construed without limitation.

1.3 The headings in this Agreement do not affect its interpretation.

2. **EFFECTIVENESS**

This Agreement shall become effective on, and the Parties obligations under this Agreement shall be conditional on, the occurrence of Completion.

3. **EQUITY INTERESTS**

3.1 Following the occurrence of Completion, Alcazar Energy, directly or through one or more affiliates, will be the legal and beneficial owner of the entire issued share capital of the Project Company.

3.2 The Project Company owns all rights, title and interest in the Project.

4. **DEVELOPMENT OF THE PROJECT**

4.1 The Parties agree to use their respective reasonable endeavours, acting in good faith and working together, to undertake the Project as provided herein during the term of this Agreement.

4.2 Alcazar Energy shall take all decisions regarding the development and implementation of the Project in its sole discretion.

4.3 Each Initial Developer shall support the development and implementation of the Project (but without being liable for the result thereof) in respect of the following areas:

4.3.1 maintaining relations and liaison with government departments and regulatory agencies in Montenegro;

4.3.2 maintaining relations and liaison with local communities and managing social affairs;

4.3.3 identification and assisting Project Company in application for permits, licenses and other approvals in Montenegro;

4.3.4 identification and acquisition of all land rights required for the Project, including land acquisition for the overhead line;

4.3.5 such other support on Montenegro domestic affairs as may be requested by Alcazar Energy.

4.4 The Initial Developers shall not assume any obligations or liabilities in relation to the Project, including on behalf of the Project Company without the prior consent of Alcazar Energy.

4.5 The Parties recognise and agree that the Project will be developed and implemented on the basis of a non-recourse project financing structure. The development of the Project is accordingly subject to the availability of non-recourse project financing on commercial terms acceptable to Alcazar Energy.

4.6 At Completion, the Project Company and engineering companies designated by the Initial Developers will enter into framework engineering agreements for the provision of agreed engineering services on arms-length and market related terms.

5. DEVELOPMENT COSTS

5.1 Future Development Costs

5.1.1 Without prejudice to clause 5.1.2 and clause 9.2, the Future Development Costs shall be funded by Alcazar Energy.

5.1.2 The funding of Future Development Costs shall be subject to the agreement and ongoing review by Alcazar Energy depending on any adverse events that in Alcazar Energy's sole discretion may be expected to delay or prevent the anticipated achievement of Financial Close or materially impact on the project economics.

5.2 Additional Costs

Each Party shall bear its own costs in relation to its personal legal advisors and any other advisors appointed by it or its affiliates. Unless agreed otherwise, all costs not otherwise allocated in this Agreement will be borne by the Party that incurs them.

5.3 Development Fee

The Parties agree that any development fee payable in respect of the Project shall be payable to Alcazar Energy. The development fee received by Alcazar Energy shall be taken in account in determining the IRR under the Share Purchase Agreement.

6. EQUITY CONTRIBUTIONS

The Initial Developers shall have no obligations to contribute any equity to the Project Company or bear any further costs in relation to the development of the Project.

7. TERMINATION

7.1 A Party (the "**Non-Defaulting Party**") may terminate this Agreement by written notice in respect of another Party (the "**Defaulting Party**"), which notice shall take immediate effect, if:

7.1.1 the applicable Party commits a material breach of its obligations under the provisions of this Agreement and:

- (a) if the breach is capable of remedy, fails to remedy the breach within 21 days of being specifically required in writing to do so by the applicable Party; or
- (b) if the breach cannot reasonably be fully remedied within 21 days of being specifically required in writing to do so by the applicable Party, fails to take reasonable and diligent steps to commence to remedy the breach within such timeframe and thereafter fails to take reasonable and diligent steps to effect the remedy; and

7.1.2 an Insolvency Event occurs in respect of a Party.

7.2 This Agreement shall terminate as between the Defaulting Party and the other Parties upon termination of this Agreement in respect of a Defaulting Party.

7.3 This Agreement shall automatically terminate if Alcazar Energy and/or any of its affiliates cease to be a direct or indirect shareholder in the Project Company.

7.4 Termination of this Agreement shall be without prejudice to any accrued rights or obligations of the Parties up to the date of termination; and the provisions of clauses 7, 8, 9, 10, 11, 13, 14, 15, 16 and 17 shall remain in full force and effect notwithstanding termination.

8. EXCLUSIVITY AND NON-COMPETITION

8.1 The Initial Developers agree that they shall, and shall procure that their affiliates, officers and employees shall, develop the Project solely in concert with Alcazar Energy pursuant to the terms of this Agreement.

8.2 Each Initial Developer agrees that neither it nor its affiliates, officers and employees shall participate in a project or be financially interested in any corporation, partnership, association, joint venture or other entity that is participating in a project that is competing with the Project or that may prejudice the development or implementation of the Project or that may be competing for land, connection rights or other rights or resources necessary for the implementation of the Project.

8.3 Subject to clause 8.2, each Party understands that the other Party or its affiliates may be interested, directly or indirectly, in projects similar to the Project and other business, including renewable energy projects geographically proximate to the Project. Subject to clause 8.2, each Party agrees that, outside the development of the Project, the other Party and its affiliates may engage in and possess an interest in any business venture of any nature or description, independently or with others, for renewable energy projects wherever located, and that it shall not, by virtue of this Agreement, have any right in and to such other business or opportunities or to any fees or compensation with respect thereto.

8.4 The provisions of this clause 8 shall continue to apply for a period of three (3) years to the Initial Developers following termination of this Agreement pursuant to clause 7.

9. LIABILITY

9.1 None of the Parties shall be liable to any other Party or its affiliates in respect of any breach of this Agreement for punitive damages, or damages in respect of economic loss, including loss of profit, loss of anticipated profit, loss of business, loss of anticipated business opportunity and loss of contract.

9.2 The decision of Alcazar Energy to fund any development costs related to the development of the Project and to proceed with the development of the Project is subject to inter alia approval of Alcazar Energy's investment committee which may be withdrawn at any time. Notwithstanding any other provision of this Agreement, Alcazar Energy may in its absolute and sole discretion decide and without the need to provide any justification decide (i) not to incur any further development costs or make any equity contributions and/or (ii) not to proceed with the development of the Project for any or no reason (including in circumstances where the IRR target is not achieved or the risk allocation of the Project represents a risk allocation not acceptable to Alcazar Energy or non-recourse project financing is not available on commercially acceptable terms).

10. CONFIDENTIALITY

10.1 During the term of this Agreement and for a period of three (3) years after the termination of this Agreement, each Party shall not and shall procure that its affiliates shall not, without the prior written consent of the other Party (such consent not to be unreasonably withheld), disclose Confidential Information, provided that either Party and its affiliates may utilise Confidential Information itself in connection with any Permitted Purpose and/or disclose Confidential Information for use in connection with any Permitted Purpose to:

- 10.1.1 its (or the other Party's) employees, directors, shareholders, members, affiliates, members of investment committees, limited and general partners, providers of debt and equity funding and officers and those of any of its (or the other Party's) affiliates;
- 10.1.2 any professional adviser, consultant or third party contractor engaged by it or its affiliates, any limited or general partner, or the Project Company, in connection with the Project;
- 10.1.3 any bank or financial institution (or its agents and/or representatives) which it or its affiliates intends to involve in financing in connection with the debt or equity requirements of the Project;
- 10.1.4 any governmental authority or securities exchange;
- 10.1.5 any third-party contractors and prospective contractors and counterparties or prospective counterparties to Project contracts;
- 10.1.6 any professional adviser, consultant, bank, financial institution or purchaser (including their respective agents and representatives) in contemplation of or in connection with any purchase, directly or indirectly, of securities of a Party and/or of any of its affiliates or Project Company or in contemplation of or in connection with any sale of assets, merger, amalgamation, arrangement,

consolidation, business combination or other corporate reorganization involving a Party and/or of any of its affiliates and/or the Project Company;

provided further that, in each case, such disclosure shall be kept to the minimum reasonably required in the circumstances to achieve the Permitted Purpose.

10.2 The restriction in clause 10.1 shall not apply to the disclosure or use of Confidential Information by a Party and/or its affiliates:

10.2.1 which is already known to that Party or its affiliates, save where the same is known to the receiving party under an obligation of confidence to the other Party or its affiliates;

10.2.2 which is or comes into the public domain other than by a breach by that Party or its affiliates of this Agreement;

10.2.3 which becomes available to that Party or its affiliates through a third party which is under no obligation of confidentiality to the Parties or their affiliates in respect thereof;

10.2.4 where that disclosure is required by operation of law (including an order of a court of competent jurisdiction) or by any governmental authority, or where required to comply with the regulations of any stock exchange on which the shares of that party or any of its affiliates are listed, provided in each case that such disclosure shall be permitted only to the extent reasonably necessary to comply with those requirements and provided further that, where lawful and practical, the Party (or affiliate of such Party, as applicable) wishing to make such disclosure shall, prior to such disclosure, give the other Party (that is not its affiliate) as much notice as reasonably practical of the content and form of the Confidential Information required to be so disclosed, and shall undertake due consultation with such other Party and take into account the other Party's reasonable requirements as to the timing, context and manner of making such disclosure; or

10.2.5 where the disclosure is required for the resolution of any dispute as contemplated by terms of clause 11 of this Agreement.

10.3 Each Party shall use its reasonable endeavours to minimise the disclosure of Confidential Information by it and its affiliates and shall each exercise (and procure the exercise by its affiliates) in relation to the Confidential Information no lesser security measures and degree of care than those which they apply to the protection of its (and their) own proprietary or confidential information (and which measures and degree of care it hereby warrants as providing adequate protection against any unauthorised disclosure, copying or use).

10.4 Each Party shall procure that, prior to it or any of its affiliates disclosing Confidential Information to any of its or such affiliates' employees, directors, officers, agents, consultants, members of investment committees, limited and general partners or professional advisers or other person to whom disclosure is permitted under this clause 10, the person due to receive disclosure of Confidential Information is made aware of the

obligations of confidentiality in this Agreement, and that the person receiving such disclosure adheres to the terms of clause 10 as if it were itself a party to this Agreement.

- 10.5 Without prejudice to clause 10.2.4, each Party shall refrain from making, and shall procure that its affiliates refrain from making, any public announcement concerning this Agreement, any other aspect of the Project, or the discussions between the Parties without the prior written consent of the other Party (such consent not to be unreasonably withheld).

11. **DISPUTES**

11.1 **Negotiation**

11.1.1 Upon a Party considering that a Dispute has arisen, that Party shall give notice of the details of the Dispute to the other Party (a "**Notice of Dispute**").

11.1.2 Following such Notice of Dispute, the Parties shall in good faith and using all reasonable efforts in the spirit of co-operation take all steps as may be necessary or desirable to settle any Dispute amicably through negotiations, mediation and other constructive discussions.

11.1.3 If any Dispute is not resolved pursuant to this clause 11.1 within sixty (60) days from the date on which a Party receives a Notice of Dispute (or such longer period as the Parties may agree), then, subject to clause 11.2, such Dispute shall be settled exclusively and finally by arbitration in accordance with clause 11.3.

11.2 **Independent Expert**

11.2.1 Any Dispute expressly referred to the Independent Expert under this Agreement shall be referred to a single third-party expert appointed in accordance with the provisions of this clause 11.2 (the "**Independent Expert**").

11.2.2 The Parties shall agree on the appointment of an Independent Expert and shall agree with the Independent Expert the terms of his appointment.

11.2.3 If the Parties are unable to agree on an Independent Expert or the terms of his appointment within ten (10) days of either Party serving details of a suggested expert on the other, either Party shall then be entitled to request the President of the ICC Centre to appoint an Independent Expert from among the "Big Four" with international experience in valuing renewable energy projects as soon as possible and in any event within ten (10) days of such request.

11.2.4 The Independent Expert is required to prepare a written decision and give notice (including a copy) of the decision to the Parties within a maximum of thirty (30) days of the matter being referred to the Independent Expert.

11.2.5 The Parties are entitled to make submissions to the Independent Expert including oral submissions and will provide (or procure that others provide) the Independent Expert with such assistance and documents as the Independent Expert reasonably requires for the purpose of reaching a decision.

11.2.6 The decision of the Independent Expert regarding a Dispute shall be final and binding on the Parties unless a notice of dissatisfaction (a "**Notice of Dissatisfaction**") with the decision is given by a Party to the other Party involved in the Dispute, with a copy to the Independent Expert, within thirty (30) Days of such Party's receipt of the Independent Expert's decision, in which event such Dispute shall be settled pursuant to clause 11.3, provided a Party commences action pursuant to clause 11.3 within sixty (60) days from the date of the receipt by a Party of the Notice of Dissatisfaction. If such action is not commenced within such sixty (60) day period, the Independent Expert's decision shall be final and binding upon the Parties, notwithstanding the Notice of Dissatisfaction.

11.2.7 Each Party shall bear the costs and expenses of all counsels, advisers, witnesses and employees retained by it. The costs and expenses arising out of or in relation to the appointment of the Independent Expert shall be borne equally by the Parties involved in the Dispute unless otherwise determined by the Independent Expert as part of his decision.

11.3 Arbitration

11.3.1 Any Dispute that cannot be resolved by the Parties pursuant to clauses 11.1 or 11.2 (including any question regarding the existence, validity or termination of this Agreement) shall be referred to and finally resolved by arbitration under the under the Rules of Arbitration (the "**Rules**") of the International Chamber of Commerce, Paris, France (the "**ICC**") by one or more arbitrators appointed in accordance with the said Rules.

11.3.2 The Rules are incorporated by reference into this clause 11.3 and capitalised terms used in this clause 11.3 which are not otherwise defined in this Agreement have the meaning given to them in the Rules.

11.3.3 The number of arbitrators shall be three. Alcazar Energy shall appoint one (1) arbitrator, the Initial Developer(s) who are party to the relevant dispute, claim, difference, question or controversy shall jointly appoint one (1) arbitrator, and one (1) arbitrator who shall serve as chairman shall be nominated by the agreement of Alcazar Energy and such Initial Developer(s). Failing such agreement within thirty (30) days of the nomination of the party-nominated arbitrators, the third arbitrator shall be nominated by the ICC.

11.3.4 The seat or legal place of arbitration shall be London, England. This agreement to arbitrate shall be governed by English law.

11.3.5 The language used in the arbitral proceedings shall be English. All documents submitted in connection with the proceedings shall be in the English language, or, if in another language, accompanied by an English translation.

12. REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

12.1 Each of the Parties represents and warrants to the other Parties that:

- 12.1.1 it is a corporation, duly incorporated and validly existing under the laws of its jurisdiction of incorporation;
- 12.1.2 it has the power to enter into, perform and deliver, and has taken all necessary action to authorise its entry into and performance of this Agreement and the transactions contemplated by this Agreement;
- 12.1.3 in connection with the execution, delivery and performance of this Agreement, it is not required to obtain any consent, waiver or approval of, or to give any notice to, or make any registration or filing with, any governmental authority, other authority or other person which has not been obtained or made at the date of execution;
- 12.1.4 it is not a party to, bound by or subject to any indenture, mortgage, lease, agreement, instrument, constitutive document, statute, regulation, order, judgment, decree or law which would be violated, contravened or breached by, or under which any default would occur or any material claim by a third party would arise against any other Party or its affiliates as a result of the execution and delivery by it of this Agreement or the performance by it of any of the terms hereof;
- 12.1.5 this Agreement does not (or would not with the giving of notice, lapse of time or the happening of any event or condition) result in a breach or violation of, conflict with or allow any other person to exercise any rights under, any of the terms of its constitutive documents or any indenture, mortgage, lease, agreement or instrument to which it is a party or by which it is bound or pursuant to which any of its assets or property may be affected;
- 12.1.6 the obligations expressed to be assumed by it in this Agreement are legal, valid, binding and enforceable obligations of it;
- 12.1.1 the execution, delivery and performance by such Party of this Agreement shall not constitute a breach of any laws or regulations in any relevant jurisdiction or result in a breach of or constitute a default under:
- (a) any provision of the articles of association or equivalent constitutional documents of such Party;
 - (b) any order, judgment or decree of any court or governmental authority by which such Party is bound; or
 - (c) any agreement or instrument to which such Party is bound;
- 12.1.2 there is no pending or, to the best of its knowledge, threatened action, suit, investigation, arbitration or other proceeding that could materially adversely affect its ability to perform its obligations under this Agreement;
- 12.1.3 to the best of its knowledge, there are no writs, judgments, injunctions, decrees or similar orders of any governmental authority outstanding against it which could adversely affect its ability to perform its obligations under this Agreement;

- 12.1.4 it has instituted and maintains policies and procedures designed to prevent violation of Anti-Money Laundering Laws and Anti-Bribery Laws applicable to it;
- 12.1.5 it and, to its actual knowledge, its employees, directors or officers (acting in such capacity) have conducted and will conduct its respective business in connection with this Agreement and the Project contemplated herein in compliance with any Anti-Money Laundering Laws and Anti-Bribery Laws applicable to it;
- 12.1.6 it is in material compliance with applicable Sanctions Laws and has instituted and maintains policies and procedures reasonably designed to promote and achieve compliance with applicable Sanctions Laws;
- 12.1.7 it is not a person with whom dealings are restricted or prohibited under any Sanctions Laws, including as a result of it being (i) targeted by asset freeze or blocking sanctions, or (ii) directly or indirectly owned fifty per cent or more in aggregate or Controlled by one or more persons targeted by asset freeze or blocking sanctions.
- 12.2 Each Party hereby certifies that it, its affiliates and agents has or have not paid, nor offered, promised or agreed to pay, nor has caused to be paid, or offered, promised or agreed to be paid, directly or indirectly, in respect of this Agreement, the Project or the Project Company's business, any political contributions, fees, commissions or other undue pecuniary or other advantage to any private party, legal entity or public official which would constitute an offence under any Anti-Money Laundering Laws and Anti-Bribery Laws applicable to it.
- 12.3 Each of the Parties undertakes to the other that:
- 12.3.1 it and its affiliates, agents, employees, directors and officers (acting in such capacity) will conduct its respective business in connection with this Agreement and the Project contemplated herein in compliance with any Anti-Money Laundering Laws and Anti-Bribery Laws applicable to it;
- 12.3.2 it and its affiliates, agents, employees, directors and officers (acting in such capacity) will not, directly or indirectly, in connection with this Agreement, the Project and the Project Company's business, offer, pay, promise to pay, or authorize the giving of money or anything of value to any government official or representative, to any public official, or to any private party, while knowing, or having a good faith basis to believe that all or a portion of such money or thing of value will be offered, given or promised, directly or indirectly, to any private party, public official, or to any political party, for the purpose of:
- (a) influencing any act or decision of the recipient, including a decision to fail to perform her/his or its functions; or
- (b) inducing the recipient to use his/her or its influence with the government or instrumentality thereof to affect or influence any act or decision of such government or instrumentality, in order to assist any Party, or any of its affiliates or agents, or the Project Company, in obtaining or retaining any

right, permit or license, or business for or with, or directing business to any third party.

- 12.4 The Parties acknowledge that Alcazar Energy is required to comply with various policies and procedures designed to monitor its compliance with Anti-Money Laundering Laws and Anti-Bribery Laws. Each Initial Developer agrees that, upon request by Alcazar Energy at any time during the performance of this Agreement, each Initial Developer will make available for audit by an accounting firm designated by Alcazar Energy that is reasonably acceptable to the applicable Initial Developer, such books, records and other documentation, if any, relevant to its business activities conducted pursuant to this Agreement and/or in respect of the Project and/or related to any engagement or interaction by the Initial Developer or any person connected with such Initial Developer (including shareholders, directors and employees) with any governmental authority, provided that: (i) the accounting firm shall provide to Alcazar Energy only such information obtained from such review that relates to a possible violation of Anti-Money Laundering Laws and/or Anti-Bribery Laws; and (ii) Alcazar Energy shall pay any and all costs of any such requested audit.

13. ASSIGNMENT

- 13.1 Save as provided in clause 13.2, neither Party shall be entitled to assign, transfer or purport to assign or transfer any of its rights and obligations under this Agreement without the prior written consent of the other Party.
- 13.2 Either Party may assign its rights and obligations under this Agreement to an affiliate without the prior written consent of the other Party, provided that (i) such Party procures the re-assignment of such rights and obligations to it or another of its affiliates prior to any such assignee ceasing to be an affiliate and (ii) the applicable affiliate satisfies the other Parties' know your client (KYC) requirements.
- 13.3 In all cases, the assignor Party will provide prompt written notice to the other Party of the name of any assignee and the date of such assignment.
- 13.4 Any attempted assignment that does not comply with this clause 13 shall be null and void and not recognized by the other Party for any purpose.

14. NOTICES

- 14.1 Any notice or other communication under or in connection with this Agreement shall be made in writing and shall be delivered personally or sent by courier.
- 14.2 The address of each Party for any communication or document to be made or delivered under or in connection with this Agreement is as contained below or any substitute address that the Party may notify to the other Parties by not less than five Business Days' notice.

Address for Notices to Simes:

Address: BULEVAR SVETOG PETRA CETINJSKOG 118/5, Podgorica,
Montenegro

Marked for the attention of: Dejan Milić, with a copy to Slaven Milić

Address for Notices to Sistem:

Address: SLOBODE 78, Podgorica, MontenegroMarked for the attention of:
Ljubiša Bošković,

Address for Notices to Alcazar Energy:

Address: Alcazar Energy
Unit 703, Building 1, Park Heights Square, Dubai Hills Estate
Dubai, UAE
PO BOX 449205

Marked for the attention of: Daniel Calderon, with a copy to Enrico Casari.

- 14.3 In the absence of evidence of earlier receipt, any notice or other communications shall be deemed to have been duly given:

- 14.3.1 if delivered personally, when left at the address referred to in clause 14.2; and
14.3.2 if sent by courier when a delivery receipt is recorded by the courier company.

15. GOVERNING LAW

This Agreement and any non-contractual obligations arising from or connected with it shall be governed by, and shall be construed in accordance with, the laws of England.

16. ENTIRE AGREEMENT AND NON-RELIANCE

- 16.1 This Agreement constitutes the entire agreement between the Parties in relation to the subject matter hereof and supersedes and terminates any previous agreements between the Parties or their affiliates relating to the subject matter of this Agreement, including, for the avoidance of doubt, the Preliminary Agreement.

- 16.2 Each party acknowledges and represents that it has not relied on or been induced to enter into this Agreement by a representation, warranty or undertaking (whether contractual or otherwise) given by any other party other than as expressly set out in this Agreement.

- 16.3 No Party shall be liable to another Party (in equity, contract or tort (including negligence), under the Misrepresentation Act 1967 or in any other way) for a representation, warranty or undertaking that is not set out expressly in this Agreement.

17. GENERAL

- 17.1 This Agreement may be executed in any number of counterparts, each of which when executed and delivered is an original and all of which together evidence the same agreement.

- 17.2 No amendment or variation of this Agreement shall be valid unless it is in writing and signed by or on behalf of each of the Parties.

- 17.3 The failure to exercise or delay in exercising a right or remedy provided by this Agreement or by law does not impair or constitute a waiver of the right or remedy or an impairment of or a waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by this Agreement or by law prevents further exercise of the right or remedy or the exercise of another right or remedy.
- 17.4 Each Party's rights and remedies contained in this Agreement are cumulative and are not exclusive of any rights or remedies provided by law.
- 17.5 Nothing contained in this Agreement (and no action taken by a Party pursuant to its terms) is to be construed as creating a partnership or agency relationship between any of the Parties.
- 17.6 The invalidity, illegality or unenforceability of any provision of this Agreement does not affect the continuation in force of the remainder of this Agreement.
- 17.7 Unless stated otherwise, all obligations, undertakings and statements in this Agreement are several and not joint or joint and several.
- 17.8 Every representation, warranty, undertaking or indemnity in this Agreement which is expressed to be given to more than one Party is given to each such Party separately and each such Party shall have a separate claim and right of action in respect of every breach.
- 17.9 Except where expressly provided otherwise in this Agreement, a person who is not a Party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.
- 17.10 If a Party fails to pay a sum due from it under this Agreement on the due date of payment in accordance with the provisions of this Agreement, that Party shall pay interest on the overdue sum from the due date of payment until the date on which its obligation to pay the sum is discharged at the rate of Euribor plus two percent (2%) per annum (whether before or after judgment). Interest accrues and is payable from day to day.
- 17.11 All payments made by a Party hereunder shall be made free of right of counterclaim or set off and without deduction or withholding of any kind other than any deductions or withholding required by law.

[Execution page follows]

EXECUTED by the Parties

Signed by [•]

for and on behalf of

DRUŠTVO ZA PROIZVODNJU, PROMET I USLUGE "SIMES INŽENJERING"
D.O.O. PODGORICA

Signed by [•]

for and on behalf of

D.O.O. "SISTEM - MNE" ZA PROIZVODNJU, PROMET I USLUGE, EXPORT-IMPORT - PODGORICA

Signed by [•]

for and on behalf of

ALCAZAR ENERGY PARTNERS II HOLDCO LIMITED

SCHEDULE 7 - SALE SHARE TRANSFER DEED

SHARE TRANSFER DEED

This Share Transfer Deed (the "**Deed**") has been executed in [●], on [●] 2023, by and between:

- (1) [Simes or Sistem], a company organized under the laws of Montenegro, registered with Central Registry of Commercial Entities of Montenegro under corporate identification number [●], with its headquarters at [●] (the "**Transferor**");

and

- (2) [Alcazar Energy], a company incorporated under the laws of [●], registered with the competent business registry of [●], under corporate identification number [●], with its headquarters at [●] (the "**Transferee**");

Transferor and the Transferee are collectively referred to as the "**Parties**" and individually as "**Party**".

WHEREAS:

- (A) DRUŠTVO SA OGRANIČENOM ODGOVORNOŠĆU "VJETRO PARK BIJELA" PODGORICA, a limited liability

UGOVOR O PRENOSU UDJELA

Ovaj Ugovor o prenosu udjela ("**Ugovor**") zaključen je u [●], dana [●] 2023. godine, između sljedećih ugovornih strana:

- (1) [Simes or Sistem], privrednog društva koje je organizovano u skladu sa pravom Crne Gore, registrovanog u Centralnom registru privrednih subjekata Crne Gore pod matičnim brojem [●], sa sjedištem u [●] ("**Prenosilac**");

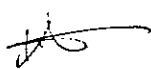
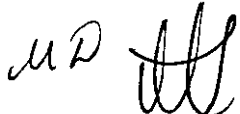
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- (2) [Alcazar Energy], privrednog društva koje je organizovano u skladu sa pravom [●], registrovanog u nadležnom privrednom registru [●], pod registarskim brojem [●], sa sjedištem u [●] ("**Sticalac**");

Prenosilac i Sticalac u daljem tekstu su zajednički označeni kao: "**Ugovorne Strane**", a pojedinačno kao "**Ugovorna Strana**".

BUDUĆI DA:

- (A) DRUŠTVO SA OGRANIČENOM ODGOVORNOŠĆU "VJETRO PARK BIJELA" PODGORICA, privredno društvo

company organized under the laws of Montenegro, registered with Central Registry of Commercial Entities of Montenegro under corporate identification number 51067066, with its headquarters at Ulica Slobode br. 78, Podgorica, Montenegro (the "Company");

- (B) the share capital of the Company registered in the Central Registry of Commercial Entities of Montenegro amounts to 1 EUR in cash, which is subscribed and fully paid in;
- (C) The Transferor is the owner of 50% of the share in the total share capital of the Company ("Share") amounting to 1 EUR in cash, which is subscribed and fully paid in;
- (D) The Transferor and Transferee have on [●] 2023 entered into the Share Purchase Agreement (the "SPA"), pursuant to which the Parties agreed on the dynamics of the Transferee's acquisition of the Share;

Now therefore the Parties agree as follows:

1. Transfer of shares

- 1.1. Subject to terms and conditions of this Agreement, the Transferor hereby transfers and the Transferee accepts the transfer of the Share, free from all charges and encumbrances, together with all rights now or hereafter attached thereto.
 - 1.2. The Transferor and the Transferee agree that the Transferee may register with the Central Registry of Commercial Entities of Montenegro as the owner of 50% of the Share in the Company, without the further consent, presence or approval of any kind by the Transferor.
- ## 2. Purchase price

- 2.1. For the transfer of the 50% of the Share in the Company from the Transferor to the Transferee, the Transferee shall pay to the Transferor the purchase price defined under the SPA.

koje je organizovano i posluje u skladu sa pravom Crne Gore, registrovano u Centralnom registru privrednih subjekata Crne Gore pod matičnim brojem 51067066, sa sjedištem na adresi Ulica Slobode br. 78, Podgorica, Crna Gora ("Društvo");

- (B) da osnovni kapital Društva koji je registrovan u Centralnom registru privrednih subjekata Crne Gore iznosi 1 EUR u novcu, koji je u potpunosti upisan i uplaćen;
- (C) je Prenosilac vlasnik 50% udjela u ukupnom osnovnom kapitalu Društva ("Udio") u iznosu od 1 EUR u novcu, koji je u potpunosti upisan i uplaćen;
- (4) su Prenosilac i Sticalac dana [●] 2023. zaključili Ugovor o kupoprodaji udela ("Ugovor o Kupoprodaji"), kojim su Ugovorne Strane dogovorile dinamiku sticanja Udjela;

Sada i stoga, Ugovorne Strane su se dogovorile kako slijedi:

1. Prenos udjela

- 1.1. Pod uslovima navedenim u ovom Ugovoru, Prenosilac ovim prenosi, a Sticalac ovim prihvata prenos Udjela, oslobođenog od bilo kojih tereta ili naknada, zajedno sa svim pravima, postojećim ili budućim.
- 1.2. Prenosilac i Sticalac su saglasni da se Sticalac na osnovu ovog Ugovora može registrovati kod Centralnog registra privrednih subjekata Crne Gore kao vlasnik 50% Udjela u Društvu, bez dalje saglasnosti, prisustva ili bilo kakvog odobrenja Prenosioca.

2. Cijena

- 2.1. Za prenos 50% Udjela u Društvu sa Prenosioca na Sticaoca, Sticalac plaća Prenosiocu kupoprodajnu cijenu definisani Ugovorom o Kupoprodaji.

3. Expenses

- 3.1. Each Party shall bear its own costs of its professional advisors (including tax consultants) in connection with the preparation and consummation of this Agreement.
- 3.2. The Transferor shall pay all expenses related to the execution and authentication of this Agreement.

4. Governing Law and Dispute Resolution

- 4.1. All disputes arising out of or in connection with this Agreement shall be finally resolved before the competent court in Montenegro.
- 4.2. This Agreement shall be governed by the laws of Montenegro, without reference to its conflict of laws provisions.

5. Miscellaneous

- 5.1. If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the governing law, the legality, validity and enforceability of other provisions of the Agreement shall not be affected or impaired in any way and the Parties shall agree in good faith alternative arrangements which preserve, to the extent possible, the agreement reached by the Parties to achieve the objectives stated herein.
- 5.2. This Agreement may not be altered or amended except by concluding a written annex thereto, signed by both Contracting Parties and notary certified, otherwise such eventual alterations or amendments will not be legally binding and will not produce any legal effect upon the Parties.
- 5.3. This Agreement has been made in Montenegrin and English language. In case of any discrepancy between two versions, the Montenegrin version shall prevail.
- 5.4. This Agreement is executed in 6 (six) original counterparts, of which two counterpart shall be kept by each Party, one counterpart shall be retained by the notary in the procedure of authentication, and one counterpart shall be used for registration purposes with Central Registry of Commercial Entities of

3. Troškovi

- 3.1. Svaka Ugovorna Strana snosi troškove svojih profesionalnih savjetnika (uključujući poreske savjetnike) u vezi sa pripremom i izvršenjem ovog Ugovora.
- 3.2. Sve troškove u vezi sa potpisivanjem i ovjerom ovog Ugovora će snositi Prenosilac.

4. Mjerodavno pravo i rješavanje sporova

- 4.1. Svi sporovi koji nastanu iz ili u vezi sa ovim Ugovorom biće konačno riješeni pred nadležnim sudom Crne Gore.
- 4.2. Na ovaj Ugovor se primjenjuje pravo Crne Gore, bez upućivanja na njegove kolizijske norme.

5. Ostale odredbe

- 5.1. Ukoliko u bilo kom trenutku bilo koja odredba ovog Ugovora postane nezakonita, ništava ili neizvršiva, u bilo kom smislu, saglasno mjerodavnom pravu, to neće uticati na bilo koji način na zakonitost, punovažnost i izvršivost ostalih odredaba ovog Ugovora i Ugovorne Strane su saglasne da u dobroj vjeri postignu alternativni Ugovor kojim će u najvećoj mogućoj mjeri očuvati Ugovor Ugovornih Strana kako bi se ostvario namjeravani cilj.
- 5.2. Ovaj Ugovor se ne može mijenjati ili dopunjavati, osim sklapanjem pisanog aneksa uz Ugovor, potpisanog od strane obe Ugovorne Strane i ovjerenog od strane notara, u suprotnom, sve takve moguće izmjene ili dopune neće biti pravno obavezujuće i neće proizvoditi pravno dejstvo na Ugovorne Strane.
- 5.3. Ovaj Ugovor je sačinjen na crnogorskom i engleskom jeziku. U slučaju bilo kakvih neslaganosti između dvije verzije, mjerodavna je verzija na crnogorskom jeziku.
- 5.4. Ovaj Ugovor je zaključen u 6 (šest) originalnih primjeraka, od kojih svaka Ugovorna strana zadržava po dva primjerka, jedan primjerak zadržava notar u postupku ovjere, dok će jedan primjerak služiti za potrebe registracije kod Centralnom registru privrednih subjekata Crne

Montenegro.

Gore.

For the Transferor / Za Prenosioca:

Name/Ime: [•]

Position/Funkcija: [•]

For the Transferee / Za Sticaoca:

Name/Ime: [•]

Position/Funkcija: [•]

SCHEDULE 8 - PRE-COMPLETION HISTORIC DEVELOPMENT COSTS AMOUNT

MD

AS

Pre-Completion Historic Development Costs Amount

	EUR
Advokatske usluge	12,400.00
Knjigovodstvene usluge	650.00
Notarske usluge ovjera dokumentacije	59.81
Troskovi poreza na zarade	466.05
Troskovi neto zarada	2,700.00
Troskovi ostalih doprirosa na zarade	124.25
Troskovi po porezu ugovoru o djelu	1,050.00
Prirrez po ugovoru o djelu	123.18
Uplata po ugovoru o djelu Martinovic - servisiranje opreme	18.48
PDV PLACEN PRILIKOM UVOZA	1,676.04
Pdv na domace dobavljače	5,490.12
Kintech - osnovna sredstva	8,105.15
Troskovi osiguranja opreme	495.00
Troskovi spediterskih usluga uvoza OS	67.20
Troskovi elaborata analize	25,000.00
Troskovi geodetskih usluga	450.00
Zagreb trans - projektantske usluge	10,000.00
Obveze po ugovorima o zakupu	15,825.00
Ugov. 010223/12524	225.00
Ugov. 010223/12525	225.00
Ugov. 010223/12526	225.00
Ugov. 010223/12527	225.00
Ugov. 010223/12528	225.00
Ugov. 010223/12529	450.00
Ugov. 010223/12530	225.00
Ugov. 010223/12531	225.00
Ugov. 010223/12532	225.00
Ugov. 010223/12533	225.00
Ugov. 010223/12534	900.00
Ugov. 010223/12535	450.00
Ugov. 010223/12536	450.00
Ugov. 010223/12537	1,125.00
Ugov. 010223/12538	225.00
Ugov. 010223/12539	225.00
Ugov. 010223/12540	675.00
Ugov. /12685	225.00
Ugov. /12686	225.00
Ugov. /12687	450.00
Ugov. /12688	1,575.00
Ugov. /12689	225.00
Ugov. /12690	225.00
Ugov. /12691	450.00
Ugov. /13002	900.00
Ugov. /13003	450.00
Ugov. /13004	225.00
Ugov. /13005	450.00
Ugov. /13006	900.00
Ugov. /13007	225.00
Ugov. /13008	225.00
Ugov. /13010	225.00
Ugov. /13011	225.00
Ugov. /13012	250.00
Ugov. /13114	250.00
Ugov. /13115	250.00
Ugov. /13116	225.00
Ugov. /13164	225.00
Ugov. /13165	675.00
Ugov. /13219	1,856.63
Troskovi poreza na zakup	264.23
Troskovi prireza na zakup	408.19
Troskovi platnog prometa	22,820.00
Troskovi ucesca na tender - zakup drzavne imovine	1,000.00
Donacija Pravoslavno Bradstvo	952.50
Digitalni plan zemljista	29.00
Troskovi sudskih taksi, ovjere dokumentacije	
a) Ukupno plćeno sa racuna Vjetro Parka Bijela	a) Total paid from Vjetro Park Bijela reimbursable to Seller or affiliates 112,030.83
	b) Unpaid Development cost to be invoiced to VP Bijela doo by Permonte 166,077.00
	1.1 Costs of the negotiation team 4,320.00
	1.4 Main design for the met mast 5,000.00
	1.5 Technical report for obtaining a permit for measuring and researching wind potential 8,000.00
	1.6 Analysis and preparation of documentation for Urban Technical Conditions (UTU) 4,000.00
	1.7 Wind potential measurement study 15,000.00
	1.8 Elaboration of conditional subdivision 544.50
	1.9 Certification of the Elaborate of conditional subdivision 952.50
	1.10 Elaboration of access roads 500.00
	2.1 Costs of negotiating team 2,760.00
	3.1 Installation of the Met Mast 125,000.00
	c) Unpaid Development cost to be invoiced to VP Bijela doo by Sistem MNE 59,400.00
	1.2 Preliminary Analysis 59,400.00
	d) Pre-Completion Historic Development Costs Amount (a+b+c) 337,507.83
	Pre-Completion Historic Development Costs payable at Completion 77,507.83
	Pre-Completion Historic Development Costs payable at Deferred Payment 2 (Connection) 260,000.00

u p



IZVOD IZ CENTRALNOG REGISTRA PRIVREDNIH SUBJEKATA UPRAVE PRIHODA I CARINA

Registarski broj 5 - 0093091-/ 021

PIB: 02319977

Datum registracije: 09.08.2002.

Datum promjene podataka: 21.01.2022.

**RUŠTVO ZA PROIZVODNJU, PROMET I USLUGE "SIMES INŽENJERING" D.O.O.
PODGORICA**

Broj važeće registracije: /021

Skraćeni naziv: SIMES INŽENJERING

Telefon: +38220228086

eMail: info@simesing.me

Web adresa: www.simes.me

Datum zaključivanja ugovora: 19.10.2000.

Datum donošenja Statuta: 08.02.2002. Datum promjene Statuta: 22.12.2021.

Adresa glavnog mjesta poslovanja: BULEVAR SVETOG PETRA CETINJSKOG 118/5 PODGORICA

Adresa za prijem službene pošte: BULEVAR SVETOG PETRA CETINJSKOG 118/5 PODGORICA

Adresa sjedišta: BULEVAR SVETOG PETRA CETINJSKOG 118/5 PODGORICA

Pretežna djelatnost: 3511 Proizvodnja električne energije

Obavljanje spoljno-trgovinskog poslovanja: DA

Oblik svojine: Privatna

Porijeklo kapitala: Domaći

Upisani kapital: 128.825,99Euro (Novčani 128.825,99Euro, nenovčani 0,00Euro)

Stari registarski broj: 1-19447-00

OSNIVAČI:

SLAVEN MILIĆ - JBMG/Broj Pasoša zaštićen zakonom

Uloga: Osnivač

Udio: 100%

Adresa: Lični podatak zaštićen zakonom

**IZVOD IZ CENTRALNOG REGISTRA PRIVREDNIH
SUBJEKATA UPRAVE PRIHODA I CARINA**

Registarski broj 5 - 0654236 / 003

FIB: 02919460

Datum registracije: 12.03.2013.

Datum promjene podataka: 31.08.2023.

**D.O.O. "SISTEM - MNE" ZA PROIZVODNJU, PROMET I USLUGE, EXPORT-IMPORT
- PODGORICA**

Broj važeće registracije: /003

Skraćeni naziv: SISTEM - MNE
Telefon: +38220215250
eMail: info@sistem-mne.com

Web adresa:

Datum zaključivanja ugovora: 11.03.2013.

Datum donošenja Statuta: 11.03.2013. Datum promjene Statuta: 10.08.2023.

Adresa glavnog mjesta poslovanja: SLOBODE 78 PODGORICA

Adresa za prijem službene pošte: SLOBODE 78 PODGORICA

Adresa sjedišta: SLOBODE 78 PODGORICA

Pretežna djelatnost: 7112 Inženjerske djelatnosti i tehničko savjetovanje

Obavljanje spoljno-trgovinskog poslovanja: DA

Oblik svojine: Privatna

Porijeklo kapitala: Domaći

Upisani kapital: 1,00Euro (Novčani 1,00Euro, nenovčani 0,00Euro)

OSNIVAČI:

LJUBIŠA BOŠKOVIĆ - JBMG/Broj Pasoša zaštićeni zakonom

Uloga: Osnivač

Udio: 100% Adresa: Lični podatak zaštićen zakonom



SAVILLE & CO

- SCRIVENER NOTARIES -

Saville Notaries LLP 11 Old Jewry London EC2R 8DU

Tel: +44 (0)20 7776 9800 www.savillenotaries.com mail@savillenotaries.com

Sophie Milburn Nicholas Thompson Robert Kerss Andrew MacNab Christopher Higgins*

Eleonora Ceolin* Kyriaki Manika* Saffiyah Mengrani*

SVIMA ONIMA KOJIMA JE OVAJ DOKUMENT NAMIJENJEN, JA, ROBERT SCOTT KERSS, NOTAR iz grada Londona, uredno priznat od strane kraljevskih vlasti i sa položenom zakletvom, OVIM POTVRĐUJEM vjerodostojnost potpisa WENDA MARGARETHA ADRIAANSE-a koji se nalazi na punomoćju koje je ovdje priloženo, te da se potpisala pomenuta Wenda Margaretha Adriaanse, čiji lični identitet i svojstvo mogu da potvrdim i čije ovlašćenje da se potpisuje kao direktor društva pod nazivom **ALCAZAR ENERGY PARTNERS II HOLDCO LIMITED** iz Londona, Engleska (u daljem tekstu: Društvo), ja, notar, takođe potvrđujem;

I DALJE POTVRĐUJEM da je Društvo nejavno akcionarsko društvo registrovano u Ujedinjenom Kraljevstvu uredno osnovano i koje postoji u skladu sa zakonima Engleske i Velsa, registrovano u pomenutom Registru privrednih društava pod brojem 14671727 i sa sjedištem na adresi 1 Bartholomew Lane, London, Engleska, EC2N 2AX.

I DA je dokument koji je tako potpisan i posvjedočen, uredno izvršen kao akt od strane Društva u skladu sa zakonima Engleske i Velsa.

U POTVRDU I KAO SVJEDOČENJE TOGA, ja pomenuti notar svojeručno se potpisujem i utiskujem svoj službeni pečat u Londonu, gore navedenog dvanaestog septembra dvije hiljade dvadeset treće.

(dat potpis)

(dat pečat)

Logo: Scrivener Notaries

Grb

Saville & Co. Scrivener Notaries je trgovački naziv Saville Notaries LLP, partnerstva sa ograničenom odgovornošću koje je registrovano u Engleskoj i Velsu pod registarskim brojem OC420687 i sjedištem na adresi 11 Old Jewry, London EC2R 8DU

Reguliše Kancelarija kenterberijskog arhiepiskopa

*Notar



APOSTIL
(Convention de La Haye du 5 Octobre, 1961)

1. Država:

Ujedinjeno Kraljevstvo Velike Britanije i Sjeverne Irske

OVU JAVNU ISPRAVU

2. Potpisuje

Robert S Kerss

3. U svojstvu

Notara

4. Nosi pečat/žig

Pomenutog Notara

Ovjereno

5. u Londonu

6. na dan 12. septembar 2023. godine

7. od strane

Glavnog sekretara Njegovog Veličanstva za vanjske, poslove država
Komonvelta i razvojne poslove

8. Br. APO-SZ1J-LU2J-AU02-8VP5

9. Pečat/Žig:

10. Potpis: (dat potpis)

B. Patel

(Pečat: Kancelarija za vanjske, poslove država Komonvelta i razvojne poslove, London)

Ovaj Apostil se ne može koristiti u Ujedinjenom Kraljevstvu i samo služi kao potvrda vjerodostojnosti potpisa, pečata ili štamblja na priloženom javnom dokumentu iz Ujedinjenog Kraljevstva. Njime se ne potvrđuje vjerodostojnost datog dokumenta. Apostili koji su stavljeni na dokumente koji su fotokopirani i ovjereni u Ujedinjenom Kraljevstvu potvrđuju samo potpis javnog službenika Ujedinjenog Kraljevstva koji je izvršio ovjeru. Njime se ne potvrđuje ni potpis na originalnom dokumentu niti sadržaj originalnog dokumenta na bilo koji način.

Ako će ovaj dokument biti korišćen u zemlji koja nije potpisnica Haške konvencije od 5. oktobra 1961. godine, trebalo bi ga podnijeti konzularnom odjeljenju predstavništva date zemlje.

Da bi provjerili vjerodostojnost ovog apostila posjetite www.verifyapostille.service.gov.uk

Napomena tumača: Prevedeni tekst je u svom izvorniku dio dokumenta pod nazivom „SPECIJALNO PUNOMOĆJE“ koje je potpisala Wenda Adriaanse u ime „Alcazar Energy Partners II HoldCo Limited“.

K

SAVILLE & CO

— SCRIVENER NOTARIES —

Saville Notaries LLP 11 Old Jewry London EC2R 8DU

Tel: +44 (0)20 7776 9800 www.savillenotaries.com mail@savillenotaries.com

Sophie Milburn Nicholas Thompson Robert Kerss Andrew MacNab Christopher Higgins*

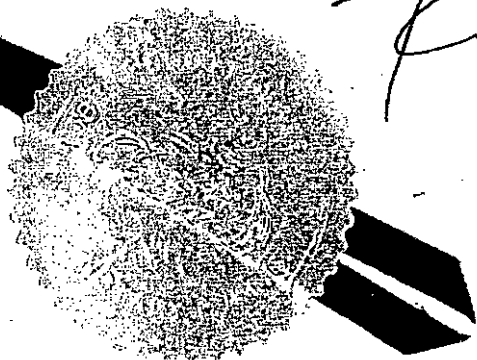
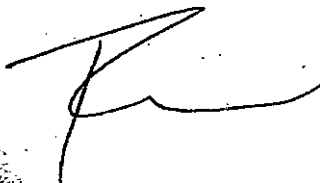
Eleonora Ceolin* Kyriaki Manika* Saffiyah Mengrani*

TO ALL TO WHOM THESE PRESENTS SHALL COME, I ROBERT SCOTT KERSS of the City of London NOTARY PUBLIC by royal authority duly admitted and sworn DO HEREBY CERTIFY the genuineness of the signature of WENDA MARGARETHA ADRIAANSE subscribed to the power of attorney hereunto annexed, such signature having been subscribed by the said Wenda Margaretha Adriaanse, whose personal identity and capacity I attest and whose authority to sign as a director of the company styled **ALCAZAR ENERGY PARTNERS II HOLDCO LIMITED** of London, England (hereinafter, the "Company"), I the notary also certify;

AND I DO ALSO CERTIFY that the Company is a UK-registered private limited company duly organised and existing under the laws of England and Wales, registered with the Registrar of Companies for England and Wales under number 14671727 and with registered office at 1 Bartholomew Lane, London, England, EC2N 2AX;

AND THAT the document being so signed and witnessed, has been duly executed as a deed by the Company in accordance with the laws of England and Wales.

IN FAITH AND TESTIMONY WHEREOF I the said notary have subscribed my name and set and affixed my seal of office at London aforesaid this twelfth day of September two thousand and twenty three.



Saville & Co. Scrivener Notaries is the trading name of Saville Notaries LLP, a limited liability partnership registered in England and Wales with registered number OC420687 and with registered office at 11 Old Jewry, London EC2R 8DU

Regulated through the Faculty Office of the Archbishop of Canterbury

*General Notary



APOSTILLE (Convention de La Haye du 5 octobre 1961)	
1. Country: Pays / Pais:	United Kingdom of Great Britain and Northern Ireland
This public document Le présent acte public / El presente documento público	
2. Has been signed by a été signé par ha sido firmado por	Robert S Kerss
3. Acting in the capacity of agissant en qualité de quien actúa en calidad de	Notary Public
4. Bears the seal / stamp of est revêtu du sceau / timbre de y está revestido del sello / timbre de	The Said Notary Public
Certified Attesté / Certificado	
5. at à / en	London
6. the le / el día	12 September 2023
7. by par / por	His Majesty's Principal Secretary of State for Foreign, Commonwealth and Development Affairs
8. Number sous no / bajo el numero	APO-SZ1J-LU2J-AU02-8VP5
9. Seal / stamp Sceau / timbre Sello / timbre	10. Signature B. Patel Signature Firma

This Apostille is not to be used in the UK and only confirms the authenticity of the signature, seal or stamp on the attached UK public document. It does not confirm the authenticity of the underlying document. Apostilles attached to documents that have been photocopied and certified in the UK confirm the signature of the UK official who conducted the certification only. It does not authenticate either the signature on the original document or the contents of the original document in any way.

If this document is to be used in a country not party to the Hague Convention of the 5th of October 1961, it should be presented to the consular section of the mission representing that country

To verify this apostille go to www.verifyapostille.service.gov.uk

SPECIJALNO PUNOMOĆJE

Alcazar Energy Partners II HoldCo Limited, društvo osnovano u Ujedinjenom Kraljevstvu (registarski broj 14671727), čije registrovano sjedište je na adresi 1 Bartholomew Lane, London. Ujedinjeno Kraljevstvo. EC2N 2AX, ("Vlastodavac"), ovim ovlašćuje:

- Luku Popovića, a [REDACTED]
[REDACTED]
[REDACTED]
- Biseru Andrijašević, [REDACTED]
[REDACTED] G
[REDACTED]
- Mariju Kseniju Popović, [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
- Milicu Irić, [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
- Daniel Calderon Acuna, [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
- Markus John von Haniel, državljanina
[REDACTED]
[REDACTED]
[REDACTED]

(svako pojedinačno "Punomoćnik")

svakog od njih pojedinačno, da u ime i za račun Vlastodavca preduzme bilo koju radnju potrebnu kako bi Vlastodavac stekao 100% udjela u kapitalu društva Vjetro park Bijela d.o.o, sa registrovanim sjedištem na Ulica slobode broj

SPECIAL POWER OF ATTORNEY

Alcazar Energy Partners II HoldCo Limited, a company incorporated in United Kingdom (registration number 14671727), whose registered office is at 1 Bartholomew Lane, London. United Kingdom. EC2N 2AX, ("Principal"), hereby authorizes:

- Luka Popović, Attorn [REDACTED]
[REDACTED]
[REDACTED]
- Biseru Andrijašević, [REDACTED]
[REDACTED]
[REDACTED]
- Marija Ksenija Popović, [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
- Milica Irić, la [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
- Daniel Calderon Acuna, citizen of
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
- Marcus John von Haniel, a citizen of
[REDACTED]
[REDACTED]
[REDACTED] 4,
[REDACTED]

(each individually the "Attorney")

each of them individually, to take any action on behalf and for the account of the Principal that is necessary for the Principal to acquire a 100% share in the capital of the company Vjetro Park Bijela d.o.o., with registered seat at Ulica slobode

78, 8100 Podgorica, sa matičnim brojem 03476634, i registarskim brojem 51067066 ("Društvo"). Punomoćnici su naročito ovlašćeni da preduzmu sledeće radnje:

number 78, 8100 Podgorica, with identification number 03476634, and registration number 51067066 ("Company"). Attorneys are especially authorized to undertake the following actions:

- (i) Da potpišu i ovjere ugovor o prodaji udjela s prodavcima "SIMES INŽENJERING" D.O.O. PODGORICA, društvom registrovanim u Crnoj Gori (matični broj 50093091), čije je sjedište na adresi Bulevar Svetog Petra Cetinjskog 118/5, Podgorica, Crna Gora, i D.O.O. "SISTEM - MNE" PODGORICA, društvom registrovanim u Crnoj Gori (matični broj 50654236), čije je sjedište na adresi Slobode 78, Podgorica, Crna Gora ("Prodavci"), i svaki drugi ugovor (uključujući ugovor o prenosu udjela) ili dokument koji može biti potreban za registraciju Vlastodavca kao jedinog člana Društva, kao i Ugovor o kupovnoj opciji.
- (ii) Da potpišu novi statut Društva.
- (iii) Da potpišu odluke o razrješenju i imenovanju izvršnog direktora Društva, i/ili ovlašćenih zastupnika Društva.
- (iv) Da podnesu registarsku prijavu Centralnom registru privrednih subjekata Crne Gore, i da zastupaju Vlastodavca u postupku registracije.
- (v) Da preduzmu bilo koju drugu radnju, pred bilo kojim organom ili licem u Crnoj Gori, kako bi se Vlastodavac registrovao kao vlasnik 100% udjela u kapitalu Društva.
- (i) To execute and notarize the share purchase agreement with the sellers "SIMES INŽENJERING" D.O.O. PODGORICA, a company incorporated in Montenegro (registered no. 50093091), whose registered office is at Bulevar Svetog Petra Cetinjskog 118/5, Podgorica, Montenegro, and D.O.O. "SISTEM - MNE" PODGORICA, a company incorporated in Montenegro (registered no. 50654236), whose registered office is at Slobode 78, Podgorica, Montenegro ("Sellers"), and any other agreement (including the share transfer deed) or document that may be required for the registration of the Principal as the sole shareholder of the Company, as well as the Call Option Agreement.
- (ii) To execute the new articles of association of the Company.
- (iii) To sign decisions regarding the dismissal and appointment of the executive director of the Company and/or authorized representatives of the Company.
- (iv) To submit a registration application to the Central Register of Business Entities of Montenegro and to represent the Principal in the registration process.
- (v) To undertake any other action before any authority or entity in Montenegro, in order to register the Principal as the owner of a 100% share in the capital of the Company.

Punomoćnici mogu ovlašćenja iz ovog punomoćja u cjelini ili djelimično prenijeti na treća lica.

The Attorneys may delegate the authorizations they have under this power of attorney to third persons, in full or in part.

Ovo punomoćje važi do njegovog opoziva.

This power of attorney shall be valid upon its revocation.

Na ovo punomoćje se primjenjuje pravo Crne Gore.

This power of attorney is governed by Montenegrin law.

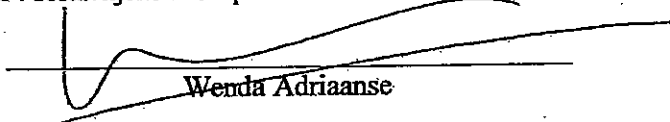
Ovo punomoćje je izdato na crnogorskom i engleskom jeziku. U slučaju nesaglasnosti između crnogorske i engleske verzije ovog punomoćja, crnogorska verzija će preovladavati.

This power of attorney is issued in Montenegrin and English. In case of any discrepancies between the Montenegrin and English versions of this power of attorney, the Montenegrin version shall prevail.

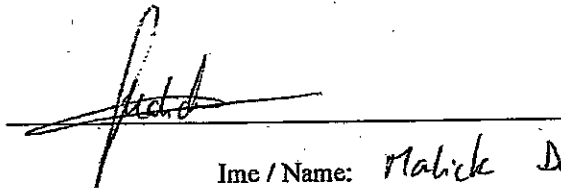
U/In United Kingdom, dana/on United Kingdom

Za Vlastodavca/ For the Principal

Potpisano i dostavljeno kao isprava / Executed and delivered as a deed


Wenda Adrianse

U pristustvu svjedoka / In the presence of the witness:



Ime / Name: Malik Dumbiq

Adresa / Address: 1 Bartholomew Lane
London, EC2N 2AY



Crna Gora

Ministarstvo pravde

Broj: UPI-05-109/22-324-1

25. maja 2022. godine

Na osnovu člana 14, u vezi sa članom 12 Zakona o tumačima („Službeni list CG“, broj 52/16), rješavajući po zahtjevu za ponovno postavljenje za tumača za engleski jezik Volkov Tamare, ministar pravde donosi

RJEŠENJE O POSTAVLJENJU TUMAČA

Tamara Volkov iz Podgorice, postavlja se za tumača za engleski jezik, na vrijeme od pet godina.

Obrazloženje

Ministarstvo pravde, ljudskih i manjinskih prava je 20.01.2022. godine na svojoj internet stranici i u dnevnom listu „Pobjeda“ objavilo javni poziv za ponovno postavljanje tumača postavljenih rješenjem ministra pravde 2017. godine, u skladu sa zakonom. U navedenom pozivu naznačeno je da se zahtjev za ponovno postavljenje za tumača za određeni jezik, sa priloženim dokazima o ispunjavanju uslova za ponovno postavljenje za tumača podnosi Ministarstvu pravde, ljudskih i manjinskih prava najkasnije 30 dana prije isteka roka na koji je tumač postavljen.

Tamara Volkov tumač za engleski jezik, postavljena Rješenjem ministra pravde br. 03-745-1679/17-1 od 24. maja 2017. godine, na vrijeme od 5 godina, podnijela je zahtjev za ponovno postavljenje za tumača za engleski jezik sa dokazima o ispunjavanju uslova za ponovno postavljenje za tumača, u zakonskom roku.

Članom 14 stav 1 Zakona o tumačima („Službeni list CG“, broj 52/16) propisano je da tumač nakon isteka vremena na koje je postavljen za tumača može biti ponovo postavljen na vrijeme od pet godina. Stavom 2 istog člana propisano je da zahtjev za ponovno postavljenje tumač podnosi najkasnije 30 dana prije isteka roka na koji je postavljen, dok je stavom 3 propisano da tumač mora dostaviti uvjerenje o zdravstvenoj i poslovnoj sposobnosti, uvjerenje nadležnog suda da se protiv njega ne vodi krivični postupak za krivično djelo za koje se gonjenje preduzima po službenoj dužnosti i popis izvršenih prevoda.

Na osnovu sprovedenog postupka utvrđeno je da Tamara Volkov ispunjava uslove za ponovno postavljenje za tumača, u skladu sa članom 14 Zakona o tumačima.

Sa izloženog odlučeno je kao u dispozitivu ovog rješenja.

Pravna pouka: Protiv ovog rješenja nije dozvoljena žalba, a može se pokrenuti upravni spor pred Upravnim sudom Crne Gore u roku od 20 dana od dana dostavljanja rješenja.



MINISTAR
Marko Kovač

POTVRDA O OVJERI POTPISA I RUKOPISA

NOTAR RADMILA KLIKOVAC, sa službenim sjedištem u Podgorici, ul.13.jula br.13

(navesti naziv i sjedište suda/organa lokalne uprave/ime i prezime i sjedište notara koji vrši ovjeru potpisa ili rukopisa)

potvrđuje da su:

Bošković Ljubiša, r [REDACTED]

Milić Dejan, ro [REDACTED]

Irić Milica, ro [REDACTED]

(ime i prezime, datum rođenja i adresa 19/boravišta lica čiji se potpis ili rukopis ovjerava)

Svojeručno potpisao ovu ispravu

(svojeručno potpisao ovu ispravu/na ispravu stavio otisak prsta/ priznao potpis za svoj)

(svojeručno napisao rukopis/ranije rukopis svojeručno napisao/slijepo ili slabovidno lice svojeručno na ispravi napisalo rukopis).

Istovjetno [REDACTED]

lične k [REDACTED]

06.06.20 [REDACTED]

lične k [REDACTED]

09.07.20 [REDACTED]

lične k [REDACTED]

27.05.20 [REDACTED]

(broj i datum [REDACTED])

ili izjavom svjedoka [REDACTED]

(ime i prezime, zanimanje, adresa i mjesto prebivališta odnosno boravšta, ulica i broj)

čiji identitet utvrđen na osnovu [REDACTED]

(broj i datum izdavanja lične karte, putne isprave ili drugog dokumenta sa fotografijom)

Ime i prezime lica čiji se potpis ovjerava ispisao je svjedok [REDACTED]

(broj i datum izdavanja lične karte, putne isprave ili drugog dokumenta sa fotografijom)

Imenovanom je isprava pročitana i prvedena od strane **Sudskog tumača za engleski jezik**

Volkov Tamare, r [REDACTED]

[REDACTED]

[REDACTED]

(pročitana/pročitana pomoću tumača/prevedena sadržina)

Identitet tumača je utvrđen na osnovu: [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] g od

strane notara Robert S Kerss, u Londonu, Ujedinjeno kraljevstvo Velike Britanije i

Sjeverne Irske, apostilirano od strane Glavnog sekretara Njegovog Visočanstva za

[REDACTED]

[REDACTED] ne Grdinić

ivane, sudskog tumača za engleski jezik, u Podgorici, dana 14.09.2023.godine, Izvoda iz

CRPS-a za „Sistem-MNE“ doo Podgorica, PIB: 02919460 i Izvoda iz CRPS-a za „SIMES

INŽENJERING“ doo Podgorica, PIB: 02319977

(akt kojim je dato ovlaštenje za zastupanje)

Broj: OV 10547/2023

Ovjera izvršena dana 14.09.2023.godine u 13:00 časova, u [REDACTED]

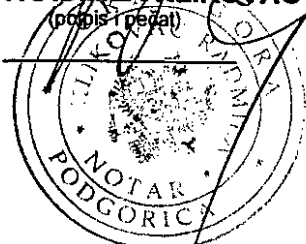
(mjesto ovjere potpisa kada se ovjera vrši van službenih prostorija)

Taksa odnosno naknada za izvršenu ovjeru i angažovanje sudskog tumača naplaćena je u

iznosu od 32,50 eura, troškovi u iznosu od 1,00 eura i PDV u iznosu od 21% što sve ukupno

iznosi 40,53 eura.

**OVJERU IZVRŠIO
NOTAR RADMILA KLIKOVAC**



POTVRDA O OVJERI PREPISA

NOTAR RADMILA KLIKOVAC, sa službenim sjedištem u Podgorici, ul.13.jula br.13.

(navesti naziv i sjedište suda/organa lokalne uprave/ime i prezime i sjedište notara koji vrši ovjeru prepisa)

na zahtjev: **Vučković Anđele**, [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

08.12.2022.godine sa rokom važenja do 10 (deset) godina

(oznaka, broj i datum izdavanja dokumenta na osnovu kojeg je utvrđen njegov identitet)

potvrđuje da je prepis javne ili druge isprave sačinjen

kompjuterskim štampačem

(način na koji je sačinjen prepis)

podudaran sa njenim izvornikom/ovjerenim prepisom koji je

pisan rukopisom (grafitnom olovkom, hemijskom olovkom, perom i dr.), sačinjen pisačom mašinom, elektronskim sredstvom ili drugim mehaničkim sredstvom (raču(nar, fotokopir aparat, skener i dr.)

koji ima 118 (stotinu osamnaest) stranica i nalazi se _____ / _____.

(navesti gdje se nalazi izvornik isprave)

Javna ili druga isprava je _____ / _____.

(pocijepana, oštećena ili sumnjiva po svom spoljašnjem izgledu)

Podaci u javnoj ili drugoj ispravi ili ovjerenom prepisu

su _____ / _____.

(ispravljeni, preinačeni, brisani, precrtani, umetnuti ili dodati)

Taksa odnosno naknada za izvršenu ovjeru naplaćena je u iznosu od 146,25 eura za ovjeru prepisa, troškovi za uvezivanje u iznosu od 1,00 eura i PDV u iznosu od 21% što sve ukupno iznosi 178,17 eura.

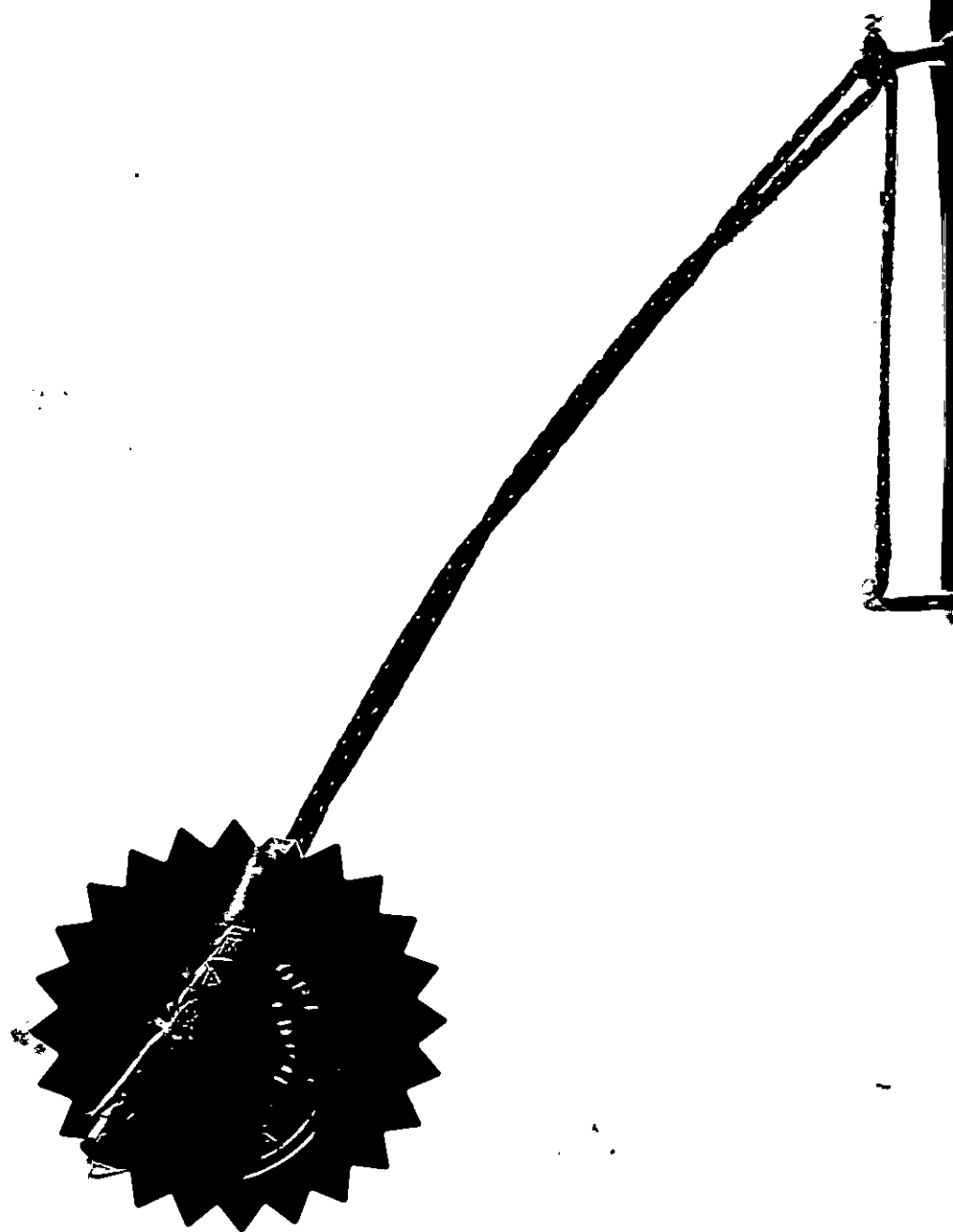
Broj: OV 13330/2022

Dana 01.11.2023.godine

**OVJERU IZVRŠIO
NOTAR RADMILA KLIKOVAC**



[Faint, illegible handwritten text]



SHARE TRANSFER DEED

This Share Transfer Deed (the "**Deed**") has been executed in Podgorica, on 28 September 2023, by and between:

- (1) **D.O.O. "SISTEM - MNE" ZA PROIZVODNJU, PROMET I USLUGE, EXPORT-IMPORT - PODGORICA**, a company incorporated in Montenegro, registered with Central Registry of Commercial Entities of Montenegro under corporate identification number 50654236, with its headquarters at Slobode 78, Podgorica, Montenegro (the "**Transferor**");

and

- (2) **ALCAZAR ENERGY PARTNERS II HOLDCO LIMITED**, a company incorporated under the laws of England, registered with the competent business registry of England under corporate identification number 14671727, with its headquarters at 1 Bartholomew Lane, London, United Kingdom, EC2N 2AX (the "**Transferee**"),

Transferor and the Transferee are collectively referred to as the "**Parties**" and individually as "**Party**".

WHEREAS:

UGOVOR O PRENOSU UDJELA

Ovaj Ugovor o prenosu udjela ("**Ugovor**") zaključen je u Podgorici, dana 28. septembra 2023. godine, između sljedećih ugovornih strana:

- (1) **D.O.O. "SISTEM - MNE" ZA PROIZVODNJU, PROMET I USLUGE, EXPORT-IMPORT - PODGORICA**, privrednog društva koje je organizovano u skladu sa pravom Crne Gore, registrovanog u Centralnom registru privrednih subjekata Crne Gore pod matičnim brojem 50654236, sa sjedištem u ul. Slobode 78, Podgorica, Crna Gora ("**Prenosilac**");

i

- (2) **ALCAZAR ENERGY PARTNERS II HOLDCO LIMITED**, privrednog društva koje je organizovano u skladu sa pravom Engleske, registrovanog u nadležnom privrednom registru Engleske, pod registarskim brojem 14671727, sa sjedištem u 1 Bartholomew Lane, London, Ujedinjeno Kraljevstvo, EC2N 2AX ("**Sticalac**");

Prenosilac i Sticalac u daljem tekstu su zajednički označeni kao: "**Ugovorne Strane**", a pojedinačno kao "**Ugovorna Strana**".

BUDUĆI DA:

(A) DRUŠTVO SA OGRANIČENOM ODGOVORNOŠĆU "VJETRO PARK BIJELA" PODGORICA, a limited liability company organized under the laws of Montenegro, registered with Central Registry of Commercial Entities of Montenegro under corporate identification number 51067066, with its headquarters at Ulica Slobode br. 78, Podgorica, Montenegro (the "**Company**");

(B) the share capital of the Company registered in the Central Registry of Commercial Entities of Montenegro amounts to 1 EUR in cash, which is subscribed and fully paid in;

(C) The Transferor is the owner of 50% of the share in the total share capital of the Company ("**Share**") amounting to 0.50 EUR (fifty euro cents) in cash, which is subscribed and fully paid in;

(D) The Transferor and Transferee have on 14 September 2023 entered into the Share Purchase Agreement (the "**SPA**"), pursuant to which the Parties agreed on the dynamics of the Transferee's acquisition of the Share;

(A) DRUŠTVO SA OGRANIČENOM ODGOVORNOŠĆU "VJETRO PARK BIJELA" PODGORICA, privredno društvo koje je organizovano i posluje u skladu sa pravom Crne Gore, registrovano u Centralnom registru privrednih subjekata Crne Gore pod matičnim brojem 51067066, sa sjedištem na adresi Ulica Slobode br. 78, Podgorica, Crna Gora ("**Društvo**");

(B) da osnovni kapital Društva koji je registrovan u Centralnom registru privrednih subjekata Crne Gore iznosi 1 EUR u novcu, koji je u potpunosti upisan i uplaćen;

(C) je Prenosilac vlasnik 50% udjela u ukupnom osnovnom kapitalu Društva ("**Udio**") u iznosu od 0,50 EUR (pedeset euro centi) u novcu, koji je u potpunosti upisan i uplaćen;

(4) su Prenosilac i Sticalac dana 14. septembra 2023. godine zaključili Ugovor o kupoprodaji udela ("**Ugovor o Kupoprodaji**"), kojim su Ugovorne Strane dogovorile dinamiku sticanja Udjela;

Now therefore the Parties agree as follows:

Sada i stoga, Ugovorne Strane su se dogovorile kako slijedi:

1. Transfer of shares

1.1. Subject to terms and conditions of this Agreement, the Transferor hereby transfers and the Transferee accepts the transfer of the Share, free from all charges and encumbrances, together with all rights now or hereafter attached thereto.

1.2. The Transferor and the Transferee agree that the Transferee may register with the Central Registry of Commercial Entities of Montenegro as the owner of the Share in the Company, without the further consent, presence or approval of any kind by the Transferor.

2. Purchase price

1. Prenos udjela

1.1. Pod uslovima navedenim u ovom Ugovoru, Prenosilac ovim prenosi, a Sticalac ovim prihvata prenos Udjela, oslobođenog od bilo kojih tereta ili naknada, zajedno sa svim pravima, postojećim ili budućim.

1.2. Prenosilac i Sticalac su saglasni da se Sticalac na osnovu ovog Ugovora može registrovati kod Centralnog registra privrednih subjekata Crne Gore kao vlasnik Udjela u Društvu, bez dalje saglasnosti, prisustva ili bilo kakvog odobrenja Prenosioca.

2. Cijena

2.1. For the transfer of the Share in the Company from the Transferor to the Transferee, the Transferee shall pay to the Transferor the purchase price defined under the SPA.

3. Expenses

3.1. Each Party shall bear its own costs of its professional advisors (including tax consultants) in connection with the preparation and consummation of this Agreement.

3.2. The Transferee shall pay all expenses related to the execution and authentication of this Agreement.

4. Governing Law and Dispute Resolution

4.1. All disputes arising out of or in connection with this Agreement shall be finally resolved before the competent court in Montenegro.

4.2. This Agreement shall be governed by the laws of Montenegro, without reference to its conflict of laws provisions.

5. Miscellaneous

5.1. If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the governing law, the legality, validity and enforceability of other provisions of the Agreement shall not be affected or impaired in any way and the Parties shall agree in good faith alternative arrangements which preserve, to the extent possible, the agreement reached by the Parties to achieve the objectives stated herein.

5.2. This Agreement may not be altered or amended except by concluding a written annex thereto, signed by both Contracting Parties and notary certified, otherwise such eventual alterations or amendments will not be legally binding and will not produce any legal effect upon the Parties.

5.3. This Agreement has been made in Montenegrin and English language. In case of any discrepancy between two versions, the Montenegrin version shall prevail.

2.1. Za prenos Udjela u Društvu sa Prenosioca na Sticaoca, Sticalac plaća Prenosiocu kupoprodajnu cijenu definisanu Ugovorom o Kupoprodaji.

3. Troškovi

3.1. Svaka Ugovorna Strana snosi troškove svojih profesionalnih savjetnika (uključujući poreske savjetnike) u vezi sa pripremom i izvršenjem ovog Ugovora.

3.2. Sve troškove u vezi sa potpisivanjem i ovjerom ovog Ugovora će snositi Sticalac.

4. Mjerodavno pravo i rješavanje sporova

4.1. Svi sporovi koji nastanu iz ili u vezi sa ovim Ugovorom biće konačno riješeni pred nadležnim sudom Crne Gore.

4.2. Na ovaj Ugovor se primjenjuje pravo Crne Gore, bez upućivanja na njegove kolizijske norme.

5. Ostale odredbe

5.1. Ukoliko u bilo kom trenutku bilo koja odredba ovog Ugovora postane nezakonita, ništava ili neizvršiva, u bilo kom smislu, saglasno mjerodavnom pravu, to neće uticati na bilo koji način na zakonitost, punovažnost i izvršivost ostalih odredaba ovog Ugovora i Ugovorne Strane su saglasne da u dobroj vjeri postignu alternativni Ugovor kojim će u najvećoj mogućoj mjeri očuvati Ugovor Ugovornih Strana kako bi se ostvario namjeravani cilj.

5.2. Ovaj Ugovor se ne može mijenjati ili dopunjavati, osim sklapanjem pisanog aneksa uz Ugovor, potpisanog od strane obe Ugovorne Strane i ovjerenog od strane notara, u suprotnom, sve takve moguće izmjene ili dopune neće biti pravno obavezujuće i neće proizvoditi pravno dejstvo na Ugovorne Strane.

5.3. Ovaj Ugovor je sačinjen na crnogorskom i engleskom jeziku. U slučaju bilo kakvih nesaglasnosti između dvije verzije, mjerodavna je verzija na crnogorskom jeziku.

5.4. Ovaj Ugovor je zaključen u 6 (šest) originalnih primjeraka, od kojih svaka Ugovorna strana zadržava po dva primjerka, jedan primjerak zadržava notar u postupku ovjere, dok će jedan primjerak služiti za potrebe registracije kod Centralnom registru privrednih subjekata Crne Gore.

Adrian R. B.

Position/Funkcija: Director / Direktor



Milica Ivić

Position/Funkcija: po Punomoćju, based on PoA



Dokument o registraciji

Izmjene: Statut i Osnivač

Registarski broj 5 - 0654236 / 003

PIB: 02919460

Datum registracije: 12.03.2013.

Datum promjene podataka: 31.08.2023.

D.O.O. "SISTEM - MNE" ZA PROIZVODNJU, PROMET I USLUGE, EXPORT-IMPORT - PODGORICA

Broj važeće registracije: /003

Skraćeni naziv: SISTEM - MNE
Telefon: +38220215250
eMail: info@sistem-mne.com
Web adresa:
Datum zaključivanja ugovora: 11.03.2013.
Datum donošenja Statuta: 11.03.2013. Datum promjene Statuta: 10.08.2023.
Adresa glavnog mjesta poslovanja: SLOBODE 78 PODGORICA
Adresa za prijem službene pošte: SLOBODE 78 PODGORICA
Adresa sjedišta: SLOBODE 78 PODGORICA
Pretežna djelatnost: 7112 Inženjerske djelatnosti i tehničko savjetovanje
Obavljanje spoljno-trgovinskog poslovanja: DA
Oblik svojine: Privatna
Porijeklo kapitala: Domaći
Upisani kapital: 1,00Euro (Novčani 1,00Euro, nenovčani 0,00Euro)

OSNIVAČI:

LJUBIŠA BOŠKOVIĆ - JBMG/Broj Pasoša zaštićen zakonom

Uloga: Osnivač

Udio: 100% Adresa: Lični podatak zaštićen zakonom

LICA U DRUŠTVU:

LJUBIŠA BOŠKOVIĆ - JMBG/Broj Pasoša zaštićen zakonom

Adresa: Lični podatak zaštićen zakonom

Uloga: Izvršni direktor

Ovlašćenja u prometu: Neograničeno ()

Ovlašćen da djeluje: POJEDINAČNO ()

LJUBIŠA BOŠKOVIĆ - JMBG/Broj Pasoša zaštićen zakonom

Adresa: Lični podatak zaštićen zakonom

Uloga: Ovlašćeni zastupnik

Ovlašćenja u prometu: Neograničeno ()

Ovlašćen da djeluje: POJEDINAČNO ()



Dokument o registraciji

Registarski broj 5 - 0654236 / 002

PIB: 02919460

Datum registracije: 12.03.2013.

Datum promjene podataka: 12.11.2021.

D.O.O. "SISTEM - MNE" ZA PROIZVODNJU, PROMET I USLUGE, EXPORT-IMPORT - PODGORICA

Broj važeće registracije: /003

Skraćeni naziv: SISTEM - MNE
Telefon: +38220215250
eMail: info@sistem-mne.com
Web adresa:
Datum zaključivanja ugovora: 11.03.2013.
Datum donošenja Statuta: 11.03.2013. Datum promjene Statuta: 09.11.2021.
Adresa glavnog mjesta poslovanja: SLOBODE 78 PODGORICA
Adresa za prijem službene pošte: SLOBODE 78 PODGORICA
Adresa sjedišta: SLOBODE 78 PODGORICA
Pretežna djelatnost: 7112 Inženjerske djelatnosti i tehničko savjetovanje
Obavljanje spoljno-trgovinskog poslovanja: DA
Oblik svojine: Privatna
Porijeklo kapitala: Domaći
Upisani kapital: 1,00Euro (Novčani 1,00Euro, nenovčani 0,00Euro)

OSNIVAČI:

JASNA RADOVIĆ - JBMG/Broj Pasoša zaštićeni zakonom

Uloga: Osnivač

Udio: 100%

Adresa: Lični podatak zaštićen zakonom

LICA U DRUŠTVU:

LJUBIŠA BOŠKOVIĆ - JMBG/Broj Pasoša zaštićen zakonom

Adresa: Lični podatak zaštićen zakonom

Uloga: Izvršni direktor

Ovlašćenja u prometu: Neograničeno ()

Ovlašćen da djeluje: POJEDINAČNO ()

LJUBIŠA BOŠKOVIĆ - JMBG/Broj Pasoša zaštićen zakonom

Adresa: Lični podatak zaštićen zakonom

Uloga: Ovlašćeni zastupnik

Ovlašćenja u prometu: Neograničeno ()

Ovlašćen da djeluje: POJEDINAČNO ()

SAVILLE & CO

— SCRIVENER NOTARIES —

Saville Notaries LLP 11 Old Jewry London EC2R 8DU

Tel: +44 (0)20 7776 9800 www.savillenotaries.com mail@savillenotaries.com

Sophie Milburn Nicholas Thompson Robert Kerss Andrew MacNab Christopher Higgins*

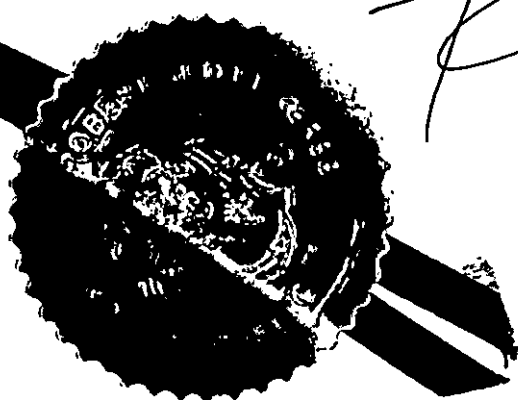
Eleonora Ceolin* Kyriaki Manika* Saffiyah Mengrani*

TO ALL TO WHOM THESE PRESENTS SHALL COME, I ROBERT SCOTT KERSS of the City of London NOTARY PUBLIC by royal authority duly admitted and sworn DO HEREBY CERTIFY the genuineness of the signature of WENDA MARGARETHA ADRIAANSE subscribed to the power of attorney hereunto annexed, such signature having been subscribed by the said Wenda Margaretha Adriaanse, whose personal identity and capacity I attest and whose authority to sign as a director of the company styled **ALCAZAR ENERGY PARTNERS II HOLDCO LIMITED** of London, England (hereinafter, the "Company"), I the notary also certify;

AND I DO ALSO CERTIFY that the Company is a UK-registered private limited company duly organised and existing under the laws of England and Wales, registered with the Registrar of Companies for England and Wales under number 14671727 and with registered office at 1 Bartholomew Lane, London, England, EC2N 2AX;

AND THAT the document being so signed and witnessed, has been duly executed as a deed by the Company in accordance with the laws of England and Wales.

IN FAITH AND TESTIMONY WHEREOF I the said notary have subscribed my name and set and affixed my seal of office at London aforesaid this twelfth day of September two thousand and twenty three.

Saville & Co. Scrivener Notaries is the trading name of Saville Notaries LLP, a limited liability partnership registered in England and Wales with registered number OC420687 and with registered office at 11 Old Jewry, London EC2R 8DU

Regulated through the Faculty Office of the Archbishop of Canterbury

*General Notary



APOSTILLE

(Convention de La Haye du 5 octobre 1961)

1. **Country:** United Kingdom of Great Britain and Northern Ireland
Pays / Pais:

This public document

Le présent acte public / El presente documento público

2. **Has been signed by**
a été signé par Robert S Keress
ha sido firmado por

3. **Acting in the capacity of**
agissant en qualité de Notary Public
quien actúa en calidad de

4. **Bears the seal / stamp of**
est revêtu du sceau / timbre de The Said Notary Public
y está revestido del sello / timbre de

Certified

Attesté / Certificado

5. **at** London
à / en
6. **the** 12 September 2023
le / el día

7. **by** His Majesty's Principal Secretary of State for
par / por Foreign, Commonwealth and Development Affairs

8. **Number** APO-SZ1J-LU2J-AU02-8VP5
sous no / bajo el numero

9. **Seal / stamp**
Sceau / timbre
Sello / timbre



10. **Signature** B. Patel
Signature
Firma

This Apostille is not to be used in the UK and only confirms the authenticity of the signature, seal or stamp on the attached UK public document. It does not confirm the authenticity of the underlying document. Apostilles attached to documents that have been photocopied and certified in the UK confirm the signature of the UK official who conducted the certification only. It does not authenticate either the signature on the original document or the contents of the original document in any way.

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SPECIJALNO PUNOMOĆJE

Alcazar Energy Partners II HoldCo Limited, društvo osnovano u Ujedinjenom Kraljevstvu (registarski broj 14671727), čije registrovano sjedište je na adresi 1 Bartholomew Lane, London. Ujedinjeno Kraljevstvo. EC2N 2AX., ("Vlastodavac"), ovim ovlašćuje:

- Luku Popovića, a [REDACTED]
[REDACTED]
[REDACTED]
- Biseru Andrijašević, a [REDACTED]
[REDACTED]
[REDACTED]
- Mariju Kseniju Popović, [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
- Milicu Irić, advokat [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
- Daniel Calderon Acuna, [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
- Markus John von Haniel, [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

(svako pojedinačno "Punomoćnik")

SPECIAL POWER OF ATTORNEY

Alcazar Energy Partners II HoldCo Limited, a company incorporated in United Kingdom (registration number 14671727), whose registered office is at 1 Bartholomew Lane, London. United Kingdom. EC2N 2AX., ("Principal"), hereby authorizes:

- Luka Popović, [REDACTED]
[REDACTED]
[REDACTED]
- Biseru Andrijašević, [REDACTED]
[REDACTED]
[REDACTED]
- Marija Ksenija Popović, le [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
- Milica Irić, [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
- Daniel Calderon Acuna, citizen of [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
- Marcus John von Haniel, a [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

(each individually the "Attorney")

svakog od njih pojedinačno, da u ime i za račun Vlastodavca preduzme bilo koju radnju potrebnu kako bi Vlastodavac stekao 100% udjela u kapitalu društva Vjetrol park Bijela d.o.o, sa registrovanim sjedištem na Ulica slobode broj

each of them individually, to take any action on behalf and for the account of the Principal that is necessary for the Principal to acquire a 100% share in the capital of the company Vjetrol Park Bijela d.o.o., with registered seat at Ulica slobode

78, 8100 Podgorica, sa matičnim brojem 03476634, i registarskim brojem 51067066 ("Društvo"). Punomoćnici su naročito ovlašćeni da preduzmu sledeće radnje:

number 78, 8100 Podgorica, with identification number 03476634, and registration number 51067066 ("Company"). Attorneys are especially authorized to undertake the following actions:

(i) Da potpišu i ovjere ugovor o prodaji udjela s prodavcima "SIMES INŽENJERING" D.O.O. PODGORICA, društvom registrovanim u Crnoj Gori (matični broj 50093091), čije je sjedište na adresi Bulevar Svetog Petra Cetinjskog 118/5, Podgorica, Crna Gora, i D.O.O. "SISTEM - MNE" PODGORICA, društvom registrovanim u Crnoj Gori (matični broj 50654236), čije je sjedište na adresi Slobode 78, Podgorica, Crna Gora ("Prodavci"), i svaki drugi ugovor (uključujući ugovor o prenosu udjela) ili dokument koji može biti potreban za registraciju Vlastodavca kao jedinog člana Društva, kao i Ugovor o kupovnoj opciji.

(i) To execute and notarize the share purchase agreement with the sellers "SIMES INŽENJERING" D.O.O. PODGORICA, a company incorporated in Montenegro (registered no. 50093091), whose registered office is at Bulevar Svetog Petra Cetinjskog 118/5, Podgorica, Montenegro, and D.O.O. "SISTEM - MNE" PODGORICA, a company incorporated in Montenegro (registered no. 50654236), whose registered office is at Slobode 78, Podgorica, Montenegro ("Sellers"), and any other agreement (including the share transfer deed) or document that may be required for the registration of the Principal as the sole shareholder of the Company, as well as the Call Option Agreement.

(ii) Da potpišu novi statut Društva.

(ii) To execute the new articles of association of the Company.

(iii) Da potpišu odluke o razrješenju i imenovanju izvršnog direktora Društva, i/ili ovlašćenih zastupnika Društva.

(iii) To sign decisions regarding the dismissal and appointment of the executive director of the Company and/or authorized representatives of the Company.

(iv) Da podnesu registarsku prijavu Centralnom registru privrednih subjekata Crne Gore, i da zastupaju Vlastodavca u postupku registracije.

(iv) To submit a registration application to the Central Register of Business Entities of Montenegro and to represent the Principal in the registration process.

(v) Da preduzmu bilo koju drugu radnju, pred bilo kojim organom ili licem u Crnoj Gori, kako bi se Vlastodavac registrovao kao vlasnik 100% udjela u kapitalu Društva.

(v) To undertake any other action before any authority or entity in Montenegro, in order to register the Principal as the owner of a 100% share in the capital of the Company.

Punomoćnici mogu ovlašćenja iz ovog punomoćja u cjelini ili djelimično prenijeti na treća lica.

The Attorneys may delegate the authorizations they have under this power of attorney to third persons, in full or in part.

Ovo punomoćje važi do njegovog opoziva.

This power of attorney shall be valid upon its revocation.

Na ovo punomoćje se primjenjuje pravo Crne Gore.

This power of attorney is governed by Montenegrin law.

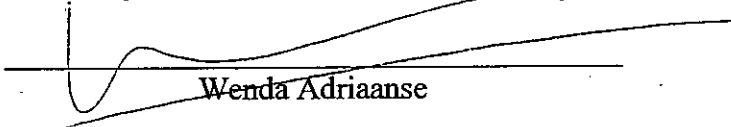
Ovo punomoćje je izdato na crnogorskom i engleskom jeziku. U slučaju nesaglasnosti između crnogorske i engleske verzije ovog punomoćja, crnogorska verzija će preovladavati.

This power of attorney is issued in Montenegrin and English. In case of any discrepancies between the Montenegrin and English versions of this power of attorney, the Montenegrin version shall prevail.

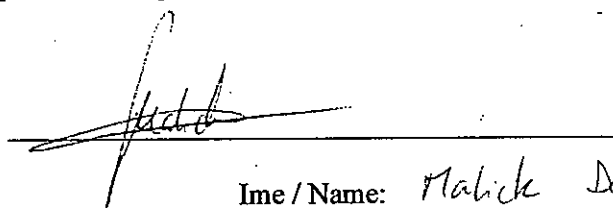
U/In United Kingdom, dana/on United Kingdom

Za Vlastodavca/ For the Principal

Potpisano i dostavljeno kao isprava / Executed and delivered as a deed

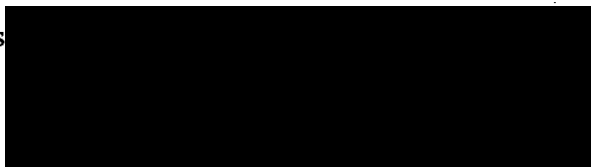

Wenda Adriaanse

U pristustvu svjedoka / In the presence of the witness:



Ime / Name: *Nabide Dumbia*

Adresa / Address





SAVILLE & CO

- SCRIVENER NOTARIES -

Saville Notaries LLP 11 Old Jewry London EC2R 8DU

Tel: +44 (0)20 7776 9800 www.savillenotaries.com mail@savillenotaries.com

Sophie Milburn Nicholas Thompson Robert Kerss Andrew MacNab Christopher Higgins*

Eleonora Ceolin* Kyriaki Manika* Saffiyah Mengrani*

SVIMA ONIMA KOJIMA JE OVAJ DOKUMENT NAMIJENJEN, JA, ROBERT SCOTT KERSS, NOTAR iz grada Londona, uredno priznat od strane kraljevskih vlasti i sa položenom zakletvom, OVIM POTVRĐUJEM vjerodostojnost potpisa WENDA MARGARETHA ADRIAANSE-a koji se nalazi na **punomoćju** koje je ovdje priloženo, te da se potpisala pomenuta Wenda Margaretha Adriaanse, čiji lični identitet i svojstvo mogu da potvrdim i čije ovlašćenje da se potpisuje kao direktor društva pod nazivom **ALCAZAR ENERGY PARTNERS II HOLDCO LIMITED** iz Londona, Engleska (u daljem tekstu: Društvo), ja, notar, takođe potvrđujem;

I DALJE POTVRĐUJEM da je Društvo nejavno akcionarsko društvo registrovano u Ujedinjenom Kraljevstvu uredno osnovano i koje postoji u skladu sa zakonima Engleske i Velsa, registrovano u pomenutom Registru privrednih društava pod brojem 14671727 i sa sjedištem na adresi 1 Bartholomew Lane, London, Engleska, EC2N 2AX.

I DA je dokument koji je tako potpisan i posvjedočen, uredno izvršen kao akt od strane Društva u skladu sa zakonima Engleske i Velsa.

U POTVRDU I KAO SVJEDOČENJE TOGA, ja pomenuti notar svojeručno se potpisujem i utiskujem svoj službeni pečat u Londonu, gore navedenog dvanaestog septembra dvije hiljade dvadeset treće.

(dat potpis)

(dat pečat)

Logo: Scrivener Notaries

Grb

Saville & Co. Scrivener Notaries je trgovački naziv Saville Notaries LLP, partnerstva sa ograničenom odgovornošću koje je registrovano u Engleskoj i Velsu pod registarskim brojem OC420687 i

sjedištem na adresi 11 Old Jewry, London EC2R 8DU

Reguliše Kancelarija kenterberijskog arhiepiskopa

*Notar

K



APOSTIL
(Convention de La Haye du 5 Octobre, 1961)

1. Država:

Ujedinjeno Kraljevstvo Velike Britanije i Sjeverne Irske

OVU JAVNU ISPRAVU

2. Potpisuje

Robert S Kerss

3. U svojstvu

Notara

4. Nosi pečat/žig

Pomenutog Notara

Ovjereeno

5. u Londonu

6. na dan 12. septembar 2023. godine

7. od strane

Glavnog sekretara Njegovog Veličanstva za vanjske, poslove država
Komonvelta i razvojne poslove

8. Br. APO-SZ1J-LU2J-AU02-8VP5

9. Pečat/Žig:

10. Potpis: (dat potpis)

B. Patel

(Pečat: Kancelarija za vanjske, poslove država Komonvelta i razvojne poslove, London)

Ovaj Apostil se ne može koristiti u Ujedinjenom Kraljevstvu i samo služi kao potvrda vjerodostojnosti potpisa, pečata ili štamblja na priloženom javnom dokumentu iz Ujedinjenog Kraljevstva. Njime se ne potvrđuje vjerodostojnost datog dokumenta. Apostili koji su stavljeni na dokumente koji su fotokopirani i ovjereni u Ujedinjenom Kraljevstvu potvrđuju samo potpis javnog službenika Ujedinjenog Kraljevstva koji je izvršio ovjeru. Njime se ne potvrđuje ni potpis na originalnom dokumentu niti sadržaj originalnog dokumenta na bilo koji način.

Ako će ovaj dokument biti korišćen u zemlji koja nije potpisnica Haške konvencije od 5. oktobra 1961. godine, trebalo bi ga podnijeti konzularnom odjeljenju predstavništva date zemlje.

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Napomena tumača: Prevedeni tekst je u svom izvorniku dio dokumenta pod nazivom „SPECIJALNO PUNOMOĆJE“ koje je potpisala Wenda Adriaanse u ime „Alcazar Energy Partners II HoldCo Limited“.

K

TUMAČ/INTERPRETER/TRANSLATOR
IVANA GRDINIC

za engleski jezik, postavljena je na osnovu odluke ministarstva pravde broj: UPI-03 / 14-09-2023, podnešena vrijeme od pet godina, te da je ova prevodnja potvrda originalna.

for English, appointed in Montenegro on the decision of the Ministry of Justice number: UPI-03 / 14-09-2023, for the period of five years, it certifies that this is an original translation of the original document.

Prevodna potvrda / Translation fee €

14-09-2023

podnosi, dana/in Podgorica, on

Pečat/Seal

Potpis/Signature



Ivana Grdinic



Crna Gora
Ministarstvo pravde

Broj: UPI-05-109/22-582-1

25. maja 2022. godine

Na osnovu člana 14, u vezi sa članom 12 Zakona o tumačima („Službeni list CG“, broj 52/16), rješavajući po zahtjevu za ponovno postavljenje za tumača za engleski jezik Ponoš Ane, ministar pravde donosi

RJEŠENJE O POSTAVLJENJU TUMAČA

Ana Ponoš iz Podgorice, postavlja se za tumača za engleski jezik, na vrijeme od pet godina.

Obrazloženje

Ministarstvo pravde, ljudskih i manjinskih prava je 20.01.2022. godine na svojoj internet stranici i u dnevnom listu „Pobjeda“ objavilo javni poziv za ponovno postavljanje tumača postavljenih rješenjem ministra pravde 2017. godine, u skladu sa zakonom. U navedenom pozivu naznačeno je da se zahtjev za ponovno postavljenje za tumača za određeni jezik, sa priloženim dokazima o ispunjavanju uslova za ponovno postavljenje za tumača podnosi Ministarstvu pravde, ljudskih i manjinskih prava najkasnije 30 dana prije isteka roka na koji je tumač postavljen.

Ana Ponoš tumač za engleski jezik, postavljena Rješenjem ministra pravde br. 03-745-1655-17-1 od 24. maja 2017. godine, na vrijeme od 5 godina, podnijela je zahtjev za ponovno postavljenje za tumača za engleski jezik sa dokazima o ispunjavanju uslova za ponovno postavljenje za tumača, u zakonskom roku.

Članom 14 stav 1 Zakona o tumačima („Službeni list CG“, broj 52/16) propisano je da tumač nakon isteka vremena na koje je postavljen za tumača može biti ponovo postavljen na vrijeme od pet godina. Stavom 2 istog člana propisano je da zahtjev za ponovno postavljenje tumač podnosi najkasnije 30 dana prije isteka roka na koji je postavljen, dok je stavom 3 propisano da tumač mora dostaviti uvjerenje o zdravstvenoj i poslovnoj sposobnosti, uvjerenje nadležnog suda da se protiv njega ne vodi krivični postupak za krivično djelo za koje se gonjenje preduzima po službenoj dužnosti i popis izvršenih prevoda.

Na osnovu sprovedenog postupka utvrđeno je da Ana Ponoš ispunjava uslove za ponovno postavljenje za tumača, u skladu sa članom 14 Zakona o tumačima.

Sa izloženog odlučeno je kao u dispozitivu ovog rješenja.

Pravna pouka: Protiv ovog rješenja nije dozvoljena žalba, na može se pokrenuti upravni spor pred Upravnim sudom Crne Gore u roku od 20 dana od dana dostavljanja rješenja.



**MINISTAR
Marko Kovač**

[Handwritten signature]

POTVRDA O OVJERI POTPISA I RUKOPISA

NOTAR RADMILA KLIKOVAC, sa službenim sjedištem u Podgorici, ul.13.jula br.13

(navesti naziv i sjedište suda/organa lokalne uprave/ime i prezime i sjedište notara koji vrši ovjeru potpisa ili rukopisa)

potvrđuje da su:

Bošković Ljubiša, ro

Irić Milica, rođena da

(ime i prezime, datum rođenja)

svojeručno potpisali o

(svojeručno potpisao ovu ispravu/na ispravu stavio otisak prsta/ priznao potpis za svoj)

(svojeručno napisao rukopis/ranije rukopis svojeručno napisao/slijepo ili slabovidno lice svojeručno na ispravi napisalo rukopis).

Istovjetnost in

lične karte

06.06.2018. g

lične karte b

godine, sa r

(broj i datum izdava

Ime i prezime

(ime i prezime, zanimanje, adresa i mjesto prebivališta odnosno boravišta, ulica i broj)

čiji identitet utvrđen na osnovu

(broj i datum izdavanja lične karte, putne isprave ili drug

og dokumenta sa fotografijom)

Imenovanom je isprava pročitana i prvedena od strane Sudskog tumača za engleski jezik

Ponoš Ane, postavljena za sudskog tumača za engleski jezik Rješenjem Ministarstva pravde Crne Gore broj: 05-109/22-582-1 od 25. maja 2022. godine

(pročitana/pročitana pomoću tumača/prevedena sadržina)

Identitet tumača je utvrđen na osnovu lične

Crne Gore PJ Podgorica, dana 08.01.2019

(broj i datum izdavanja lične karte, putne isprave ili drugog do

Imenovani je ovlašćen za zastupanje na osnovu izvoda sa sajta CRPS-a za „SISTEM

MNE“ DOO Podgorica, PIB: 02919460 i Punomoćja ovjerenog od strane Notara

Robertu Scott Kerss, u Londonu, apostiliranog od strane Glavnog sekretara Njegovog

Veličanstva za vanjske, poslove država Komonvelta i razvojne poslove, Broj APO-

SZ1J-AU02-8VP5, od dana 12.09.2023.godine, a koje je prevedeno od strane sudskog

tumača za engleski jezik Grdinić Ivane u Podgorici, dana 14.09.2023.godine

Broj: OV 11336/2023

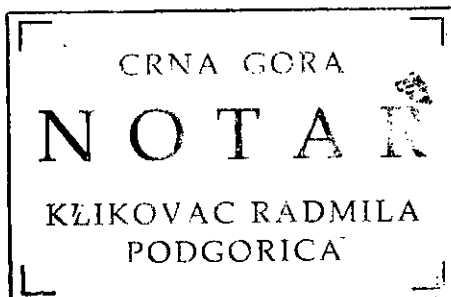
Ovjera dana 28.09.2023.godine u 08,35 časova, u

(mjesto ovjere potpisa kada se ovjera vrši van službenih prostorija)

Taksa odnosno naknada za izvršenu ovjeru naplaćena je u iznosu od 30,00 eura za ovjeru

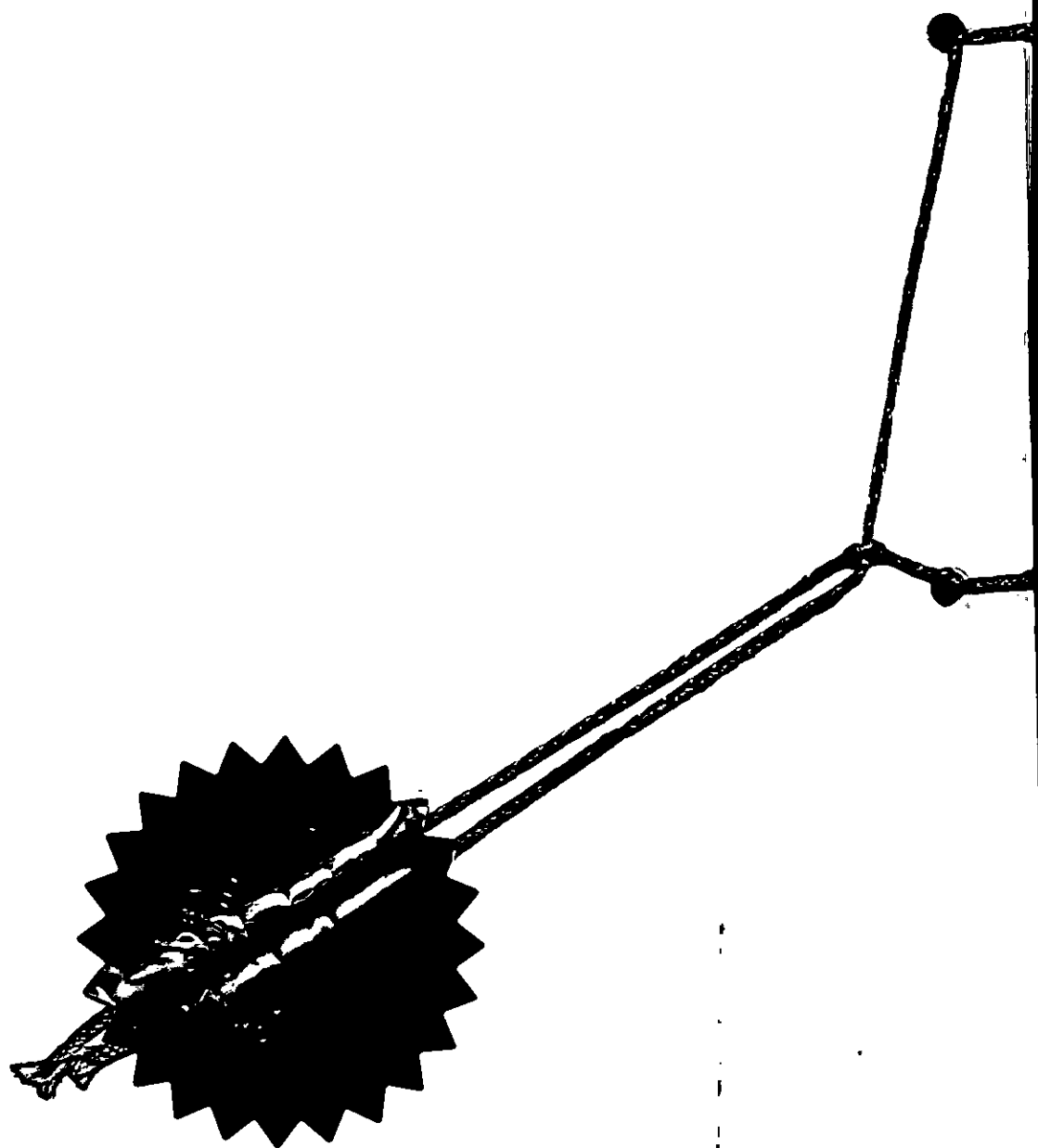
potpisa i troškovi u iznosu od 1,00 eura i PDV u iznosu od 21% što sve ukupno iznosi 37,51

eura



**OVJERU IZVRŠIO
NOTAR RADMILA KLIKOVAC**





SAVILLE & CO

— SCRIVENER NOTARIES —

Saville Notaries LLP 11 Old Jewry London EC2R 8DU

Tel: +44 (0)20 7776 9800 www.savillenotaries.com mail@savillenotaries.com

Sophie Milburn Nicholas Thompson Robert Kerss Andrew MacNab Christopher Higgins*

Eleonora Ceolin* Kyriaki Manika* Saffiyah Mengrani*

TO ALL TO WHOM THESE PRESENTS SHALL COME, I ROBERT SCOTT KERSS of the City of London NOTARY PUBLIC by royal authority duly admitted and sworn DO HEREBY CERTIFY the genuineness of the signature of WENDA MARGARETHA ADRIAANSE subscribed to the **power of attorney** hereunto annexed, such signature having been subscribed by the said Wenda Margaretha Adriaanse, whose personal identity and capacity I attest and whose authority to sign as a director of the company styled **ALCAZAR ENERGY PARTNERS II HOLDCO LIMITED** of London, England (hereinafter, the "Company"), I the notary also certify;

AND I DO ALSO CERTIFY that the Company is a UK-registered private limited company duly organised and existing under the laws of England and Wales, registered with the Registrar of Companies for England and Wales under number 14671727 and with registered office at 1 Bartholomew Lane, London, England, EC2N 2AX;

AND THAT the document being so signed and witnessed, has been duly executed as a deed by the Company in accordance with the laws of England and Wales.

IN FAITH AND TESTIMONY WHEREOF I the said notary have subscribed my name and set and affixed my seal of office at London aforesaid this twelfth day of September two thousand and twenty three.



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Regulated through the Faculty Office of the Archbishop of Canterbury

*General Notary



APOSTILLE

(Convention de La Haye du 5 octobre 1961)

1. **Country:** United Kingdom of Great Britain and Northern Ireland
Pays / Pais:

This public document

Le présent acte public / El presente documento público

2. **Has been signed by**
a été signé par Robert S Kerss
ha sido firmado por

3. **Acting in the capacity of**
agissant en qualité de Notary Public
quien actúa en calidad de

4. **Bears the seal / stamp of**
est revêtu du sceau / timbre de The Said Notary Public
y está revestido del sello / timbre de

Certified

Attesté / Certificado

5. **at**
à / en London

6. **the**
le / el día 12 September 2023

7. **by**
par / por His Majesty's Principal Secretary of State for
Foreign, Commonwealth and Development Affairs

8. **Number**
sous no / bajo el numero APO-SZ1J-LU2J-AU02-8VP5

9. **Seal / stamp**
Sceau / timbre
Sello / timbre



10. **Signature** B. Patel
Signature
Firma

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SPECIJALNO PUNOMOĆJE

Alcazar Energy Partners II HoldCo Limited, društvo osnovano u Ujedinjenom Kraljevstvu (registarski broj 14671727), čije registrovano sjedište je na adresi 1 Bartholomew Lane, London. Ujedinjeno Kraljevstvo. EC2N 2AX., ("Vlastodavac"), ovim ovlašćuje:

- Luku Popovića, ad [REDACTED]
[REDACTED]
[REDACTED]
- Biseru Andrijašević, adv [REDACTED]
[REDACTED]
[REDACTED]
- Mariju Kseniju Popović, [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
- Milicu Irić, adv [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
- Daniel Calderon Acuna, dr [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
- Markus John von Haniel, d [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

(svako pojedinačno "Punomoćnik")

SPECIAL POWER OF ATTORNEY

Alcazar Energy Partners II HoldCo Limited, a company incorporated in United Kingdom (registration number 14671727), whose registered office is at 1 Bartholomew Lane, London. United Kingdom. EC2N 2AX., ("Principal"), hereby authorizes:

- Luka Popović, A [REDACTED]
[REDACTED]
[REDACTED]
- Biseru Andrijašević, [REDACTED]
[REDACTED]
[REDACTED]
- Marija Ksenija Popović, l [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
- Milica Irić, law [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
- Daniel Calderon Acuna, cit [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
- Marcus John von Haniel, a cit [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

(each individually the "Attorney")

svakog od njih pojedinačno, da u ime i za račun Vlastodavca preduzme bilo koju radnju potrebnu kako bi Vlastodavac stekao 100% udjela u kapitalu društva Vjetropark Bijela d.o.o., sa registrovanim sjedištem na Ulica slobode broj 1, Vjetropark Bijela d.o.o., with registered seat at Ulica slobode broj 1, Vjetropark Bijela d.o.o., to take any action on behalf and for the account of the Principal that is necessary for the Principal to acquire a 100% share in the capital of the company Vjetropark Bijela d.o.o., with registered seat at Ulica slobode broj 1, Vjetropark Bijela d.o.o.,

78, 8100 Podgorica, sa matičnim brojem 03476634, i registarskim brojem 51067066 ("Društvo"). Punomoćnici su naročito ovlašćeni da preduzmu sledeće radnje:

number 78, 8100 Podgorica, with identification number 03476634, and registration number 51067066 ("Company"). Attorneys are especially authorized to undertake the following actions:

- | | |
|---|---|
| <p>(i) Da potpišu i ovjere ugovor o prodaji udjela s prodavcima "SIMES INŽENJERING" D.O.O. PODGORICA, društvom registrovanim u Crnoj Gori (matični broj 50093091), čije je sjedište na adresi Bulevar Svetog Petra Cetinjskog 118/5, Podgorica, Crna Gora, i D.O.O. "SISTEM - MNE" PODGORICA, društvom registrovanim u Crnoj Gori (matični broj 50654236), čije je sjedište na adresi Slobode 78, Podgorica, Crna Gora ("Prodavci"), i svaki drugi ugovor (uključujući ugovor o prenosu udjela) ili dokument koji može biti potreban za registraciju Vlastodavca kao jedinog člana Društva, kao i Ugovor o kupovnoj opciji.</p> | <p>(i) To execute and notarize the share purchase agreement with the sellers "SIMES INŽENJERING" D.O.O. PODGORICA, a company incorporated in Montenegro (registered no. 50093091), whose registered office is at Bulevar Svetog Petra Cetinjskog 118/5, Podgorica, Montenegro, and D.O.O. "SISTEM - MNE" PODGORICA, a company incorporated in Montenegro (registered no. 50654236), whose registered office is at Slobode 78, Podgorica, Montenegro ("Sellers"), and any other agreement (including the share transfer deed) or document that may be required for the registration of the Principal as the sole shareholder of the Company, as well as the Call Option Agreement.</p> |
| <p>(ii) Da potpišu novi statut Društva.</p> | <p>(ii) To execute the new articles of association of the Company.</p> |
| <p>(iii) Da potpišu odluke o razrješenju i imenovanju izvršnog direktora Društva, i/ili ovlašćenih zastupnika Društva.</p> | <p>(iii) To sign decisions regarding the dismissal and appointment of the executive director of the Company and/or authorized representatives of the Company.</p> |
| <p>(iv) Da podnesu registarsku prijavu Centralnom registru privrednih subjekata Crne Gore, i da zastupaju Vlastodavca u postupku registracije.</p> | <p>(iv) To submit a registration application to the Central Register of Business Entities of Montenegro and to represent the Principal in the registration process.</p> |
| <p>(v) Da preduzmu bilo koju drugu radnju, pred bilo kojim organom ili licem u Crnoj Gori, kako bi se Vlastodavac registrovao kao vlasnik 100% udjela u kapitalu Društva.</p> | <p>(v) To undertake any other action before any authority or entity in Montenegro, in order to register the Principal as the owner of a 100% share in the capital of the Company.</p> |

Punomoćnici mogu ovlašćenja iz ovog punomoćja u cjelini ili djelimično prenijeti na treća lica.

The Attorneys may delegate the authorizations they have under this power of attorney to third persons, in full or in part.

Ovo punomoćje važi do njegovog opoziva.

This power of attorney shall be valid upon its revocation.

Na ovo punomoćje se primjenjuje pravo Crne Gore.

This power of attorney is governed by Montenegrin law.

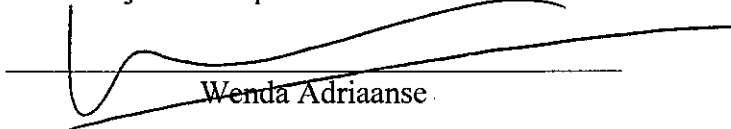
Ovo punomoćje je izdato na crnogorskom i engleskom jeziku. U slučaju nesaglasnosti između crnogorske i engleske verzije ovog punomoćja, crnogorska verzija će preovladavati.

This power of attorney is issued in Montenegrin and English. In case of any discrepancies between the Montenegrin and English versions of this power of attorney, the Montenegrin version shall prevail.

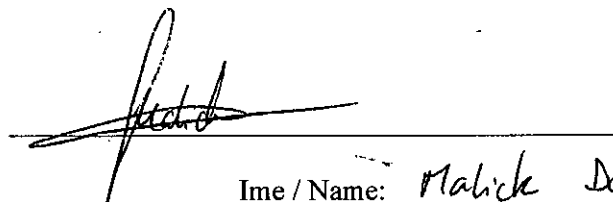
U/In United Kingdom, dana/on United Kingdom

Za Vlastodavca/ For the Principal

Potpisano i dostavljeno kao isprava / Executed and delivered as a deed

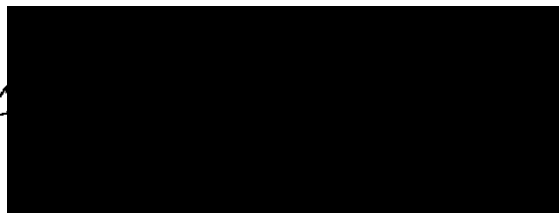

Wenda Adriaanse

U pristustvu svjedoka / In the presence of the witness:



Ime / Name: Malick Dombia

Adresa / Address:





SAVILLE & CO
- SCRIVENER NOTARIES -

Saville Notaries LLP 11 Old Jewry London EC2R 8DU

Tel: +44 (0)20 7776 9800 www.savillenotaries.com mail@savillenotaries.com
Sophie Milburn Nicholas Thompson Robert Kerss Andrew MacNab Christopher Higgins*

Eleonora Ceolin* Kyriaki Manika* Saffiyah Mengrani*

SVIMA ONIMA KOJIMA JE OVAJ DOKUMENT NAMIJENJEN, JA, ROBERT SCOTT KERSS, NOTAR iz grada Londona, uredno priznat od strane kraljevskih vlasti i sa položenom zakletvom, OVIM POTVRĐUJEM vjerodostojnost potpisa WENDA MARGARETHA ADRIAANSE-a koji se nalazi na **punomoćju** koje je ovdje priloženo, te da se potpisala pomenuta Wenda Margaretha Adriaanse, čiji lični identitet i svojstvo mogu da potvrdim i čije ovlašćenje da se potpisuje kao direktor društva pod nazivom **ALCAZAR ENERGY PARTNERS II HOLDCO LIMITED** iz Londona, Engleska (u daljem tekstu: Društvo), ja, notar, takođe potvrđujem;

I DALJE POTVRĐUJEM da je Društvo nejavno akcionarsko društvo registrovano u Ujedinjenom Kraljevstvu uredno osnovano i koje postoji u skladu sa zakonima Engleske i Velsa, registrovano u pomenutom Registru privrednih društava pod brojem 14671727 i sa sjedištem na adresi 1 Bartholomew Lane, London, Engleska, EC2N 2AX.

I DA je dokument koji je tako potpisan i posvjedočen, uredno izvršen kao akt od strane Društva u skladu sa zakonima Engleske i Velsa.

U POTVRDU I KAO SVJEDOČENJE TOGA, ja pomenuti notar svojeručno se potpisujem i utiskujem svoj službeni pečat u Londonu, gore navedenog dvanaestog septembra dvije hiljade dvadeset treće.

(dat potpis)
(dat pečat)

Logo: Scrivener Notaries

Grb

Saville & Co. Scrivener Notaries je trgovački naziv Saville Notaries LLP, partnerstva sa ograničenom odgovornošću koje je registrovano u Engleskoj i Velsu pod registarskim brojem OC420687 i sjedištem na adresi 11 Old Jewry, London EC2R 8DU
Reguliše Kancelarija kenterberijskog arhiepiskopa

*Notar

K



APOSTIL
(Convention de La Haye du 5 Octobre, 1961)

Država:

Ujedinjeno Kraljevstvo Velike Britanije i Sjeverne Irske

OVU JAVNU ISPRAVU

2. Potpisuje

Robert S Kerss

3. U svojstvu

Notara

4. Nosi pečat/žig

Pomenutog Notara

Ovjereno

5. u Londonu

6. na dan 12. septembar 2023. godine

7. od strane

Glavnog sekretara Njegovog Veličanstva za vanjske, poslove država
Komonvelta i razvojne poslove

8. Br. APO-SZ1J-LU2J-AU02-8VP5

9. Pečat/Žig:

10. Potpis: (dat potpis)

B. Patel

(Pečat: Kancelarija za vanjske, poslove država Komonvelta i razvojne poslove, London)

Ovaj Apostil se ne može koristiti u Ujedinjenom Kraljevstvu i samo služi kao potvrda vjerodostojnosti potpisa, pečata ili štambilja na priloženom javnom dokumentu iz Ujedinjenog Kraljevstva. Njime se ne potvrđuje vjerodostojnost datog dokumenta. Apostili koji su stavljeni na dokumente koji su fotokopirani i ovjereni u Ujedinjenom Kraljevstvu potvrđuju samo potpis javnog službenika Ujedinjenog Kraljevstva koji je izvršio ovjeru. Njime se ne potvrđuje ni potpis na originalnom dokumentu niti sadržaj originalnog dokumenta na bilo koji način.
Ako će ovaj dokument biti korišćen u zemlji koja nije potpisnica Haške konvencije od 5. oktobra 1961. godine, trebalo bi ga podnijeti konzularnom odjeljenju predstavništva date zemlje.

Da bi provjerili vjerodostojnost ovog apostila posjetite www.verifyapostille.service.gov.uk

Napomena tumača: Prevedeni tekst je u svom izvorniku dio dokumenta pod nazivom „SPECIJALNO PUNOMOĆJE“ koje je potpisala Wenda Adriaanse u ime „Alcazar Energy Partners II HoldCo Limited“.

K

TUMAČ/INTERPRETER/TRANSLATOR
IVANA GRDINIĆ

za engleski jezik, postavljena u Crnoj Gori rješenjem ministra pravde broj: UPI-05-109/22-705-1 od 4. jula 2022. godine, na vrijeme od pet godina, potvrđuje da je ovaj prevod vjeran originalu.

for English, appointed in Montenegro by the decision of the Minister of Justice number: UPI-05-109/22-705-1 of 4th of July 2022, for the period of five years, certifies that this is the true translation of the original document.

Troškovi prevoda iznose / Translation fee _____ €.

Podgorica, dana/in Podgorica, on **14-09-2023**

Pečat/Seal

Potpis/Signature



Ivana Grdinić

U skladu sa Zakonom o privrednim društvima ("Sl. list CG", br. 065/20 i 146/2021) ("Zakon"), **Alcazar Enegr**, društvo osnovano u Engleskoj, sa registracionim brojem 14671727 ("Osnivač"), u svojstvu osnivača društva sa ograničenom odgovornošću "VJETRO PARK BIJELA" DOO PODGORICA ("Društvo"), donosi sljedeću:

**ODLUKU
O
RAZJEŠENJU OVLAŠĆENOG
ZASTUPNIKA
("Odluka")**

1. **Ljubiša Bošković**, d [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
2. Ova Odluka će biti podnijeta Centralnom registru privrednih subjekata ("CRPS") radi registracije.
3. Ova Odluka je sačinjena u dva istovjetna dvojezična primerka, jedan za Društvo i jedan za CRPS. U slučaju nesaglasnosti, mjerodavna je verzija na crnogorskom jeziku.
4. Ova Odluka stupa na snagu i primjenjuje se od dana registracije u CRPS-u.

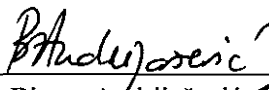
In accordance with the Companies Act (*Zakon o privrednim društvima*, "Official Gazette of Montenegro", nos. 065/20 and 146/2021), ("Companies Act"), **Alcazar Energy**, company incorporated in England, with registered number 14671727 ("Founder"), in capacity of founder of the limited liability company "VJETRO PARK BIJELA" DOO PODGORICA ("Company"), adopts the following:

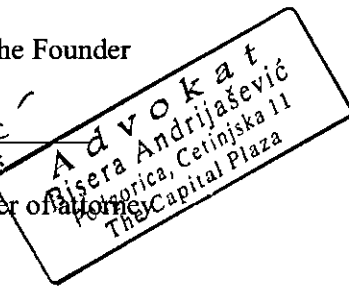
**RESOLUTION
ON
DISMISSAL OF THE AUTHORIZED
REPRESENTATIVE
("Resolution")**

1. **Ljubiša Bošković**, natio [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
2. This Resolution shall be submitted to the Central Registry of Commercial Entities ("CRCE") for the purpose of registration.
3. This Resolution is made in two identical bilingual copies, one for the Company and one for the CRCE. In case of discrepancies, the Montenegrin version is to prevail.
4. This Resolution comes into force and is applicable as of the day of its registration with the CRCE.

U Podgorici/In Podgorica, dana/on 12.10.2023.

Za Osnivača/On behalf of the Founder


Bisera Andrijašević
po punomoćju/by virtue of power of attorney
Attorney at Law



SHARE TRANSFER DEED

This Share Transfer Deed (the "**Deed**") has been executed in Podgorica, on 28 September 2023, by and between:

- (1) **DRUŠTVO ZA PROIZVODNJU, PROMET I USLUGE "SIMES INŽENJERING" D.O.O. PODGORICA**, a company incorporated in Montenegro, registered with Central Registry of Commercial Entities of Montenegro under corporate identification number 50093091, with its headquarters at Bulevar Svetog Petra Cetinjskog 118/5, Podgorica, Montenegro (the "**Transferor**");

and

- (2) **ALCAZAR ENERGY PARTNERS II HOLDCO LIMITED**, a company incorporated under the laws of England, registered with the competent business registry of England under corporate identification number 14671727, with its headquarters at 1 Bartholomew Lane, London, United Kingdom, EC2N 2AX (the "**Transferee**"),

Transferor and the Transferee are collectively referred to as the "**Parties**" and individually as "**Party**".

WHEREAS:

UGOVOR O PRENOSU UDJELA

Ovaj Ugovor o prenosu udjela ("**Ugovor**") zaključen je u Podgorici, dana 28. septembra 2023. godine, između sljedećih ugovornih strana:

- (1) **DRUŠTVO ZA PROIZVODNJU, PROMET I USLUGE "SIMES INŽENJERING" D.O.O. PODGORICA**, privrednog društva koje je organizovano u skladu sa pravom Crne Gore, registrovanog u Centralnom registru privrednih subjekata Crne Gore pod matičnim brojem 50093091, sa sjedištem u Bulevaru Svetog Petra Cetinjskog 118/5, Podgorica, Crna Gora ("**Prenosilac**");

i

- (2) **ALCAZAR ENERGY PARTNERS II HOLDCO LIMITED**, privrednog društva koje je organizovano u skladu sa pravom Engleske, registrovanog u nadležnom privrednom registru Engleske, pod registarskim brojem 14671727, sa sjedištem u 1 Bartholomew Lane, London, Ujedinjeno Kraljevstvo, EC2N 2AX ("**Sticalac**");

Prenosilac i Sticalac u daljem tekstu su zajednički označeni kao: "**Ugovorne Strane**", a pojedinačno kao "**Ugovorna Strana**".

BUĐUĆI DA:

- (A) DRUŠTVO SA OGRANIČENOM ODGOVORNOŠĆU "VJETRO PARK BIJELA" PODGORICA, a limited liability company organized under the laws of Montenegro, registered with Central Registry of Commercial Entities of Montenegro under corporate identification number 51067066, with its headquarters at Ulica Slobode br. 78, Podgorica, Montenegro (the "Company");
- (B) the share capital of the Company registered in the Central Registry of Commercial Entities of Montenegro amounts to 1 EUR in cash, which is subscribed and fully paid in;
- (C) The Transferor is the owner of 50% of the share in the total share capital of the Company ("Share") amounting to 0.50 EUR (50 euro cents) in cash, which is subscribed and fully paid in;
- (D) The Transferor and Transferee have on 14 September 2023 entered into the Share Purchase Agreement (the "SPA"), pursuant to which the Parties agreed on the dynamics of the Transferee's acquisition of the Share;

- (A) DRUŠTVO SA OGRANIČENOM ODGOVORNOŠĆU "VJETRO PARK BIJELA" PODGORICA, privredno društvo koje je organizovano i posluje u skladu sa pravom Crne Gore, registrovano u Centralnom registru privrednih subjekata Crne Gore pod matičnim brojem 51067066, sa sjedištem na adresi Ulica Slobode br. 78, Podgorica, Crna Gora ("Društvo");
- (B) da osnovni kapital Društva koji je registrovan u Centralnom registru privrednih subjekata Crne Gore iznosi 1 EUR u novcu, koji je u potpunosti upisan i uplaćen;
- (C) je Prenosilac vlasnik 50% udjela u ukupnom osnovnom kapitalu Društva ("Udio") u iznosu od 0,50 EUR (pedeset euro centi) u novcu, koji je u potpunosti upisan i uplaćen;
- (4) su Prenosilac i Sticalac dana 14. septembra 2023. godine zaključili Ugovor o kupoprodaji udela ("Ugovor o Kupoprodaji"), kojim su Ugovorne Strane dogovorile dinamiku sticanja Udjela;

Now therefore the Parties agree as follows:

Sada i stoga, Ugovorne Strane su se dogovorile kako slijedi:

1. Transfer of shares

- 1.1. Subject to terms and conditions of this Agreement, the Transferor hereby transfers and the Transferee accepts the transfer of the Share, free from all charges and encumbrances, together with all rights now or hereafter attached thereto.
- 1.2. The Transferor and the Transferee agree that the Transferee may register with the Central Registry of Commercial Entities of Montenegro as the owner of the Share in the Company, without the further consent, presence or approval of any kind by the Transferor.

2. Purchase price

1. Prenos udjela

- 1.1. Pod uslovima navedenim u ovom Ugovoru, Prenosilac ovim prenosi, a Sticalac ovim prihvata prenos Udjela, oslobođenog od bilo kojih tereta ili naknada, zajedno sa svim pravima, postojećim ili budućim.
- 1.2. Prenosilac i Sticalac su saglasni da se Sticalac na osnovu ovog Ugovora može registrovati kod Centralnog registra privrednih subjekata Crne Gore kao vlasnik Udjela u Društvu, bez dalje saglasnosti, prisustva ili bilo kakvog odobrenja Prenosioca.

2. Cijena

2.1. For the transfer of the Share in the Company from the Transferor to the Transferee, the Transferee shall pay to the Transferor the purchase price defined under the SPA.

3. Expenses

3.1. Each Party shall bear its own costs of its professional advisors (including tax consultants) in connection with the preparation and consummation of this Agreement.

3.2. The Transferee shall pay all expenses related to the execution and authentication of this Agreement.

4. Governing Law and Dispute Resolution

4.1. All disputes arising out of or in connection with this Agreement shall be finally resolved before the competent court in Montenegro.

4.2. This Agreement shall be governed by the laws of Montenegro, without reference to its conflict of laws provisions.

5. Miscellaneous

5.1. If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the governing law, the legality, validity and enforceability of other provisions of the Agreement shall not be affected or impaired in any way and the Parties shall agree in good faith alternative arrangements which preserve, to the extent possible, the agreement reached by the Parties to achieve the objectives stated herein.

5.2. This Agreement may not be altered or amended except by concluding a written annex thereto, signed by both Contracting Parties and notary certified, otherwise such eventual alterations or amendments will not be legally binding and will not produce any legal effect upon the Parties.

5.3. This Agreement has been made in Montenegrin and English language. In case of any discrepancy between two versions, the Montenegrin version shall prevail.

2.1. Za prenos Udjela u Društvu sa Prenosioca na Sticaoca, Sticalac plaća Prenosiocu kupoprodajnu cijenu definisanu Ugovorom o Kupoprodaji.

3. Troškovi

3.1. Svaka Ugovorna Strana snosi troškove svojih profesionalnih savjetnika (uključujući poreske savjetnike) u vezi sa pripremom i izvršenjem ovog Ugovora.

3.2. Sve troškove u vezi sa potpisivanjem i ovjerom ovog Ugovora će snositi Sticalac.

4. Mjerodavno pravo i rješavanje sporova

4.1. Svi sporovi koji nastanu iz ili u vezi sa ovim Ugovorom biće konačno riješeni pred nadležnim sudom Crne Gore.

4.2. Na ovaj Ugovor se primjenjuje pravo Crne Gore, bez upućivanja na njegove kolizione norme.

5. Ostale odredbe

5.1. Ukoliko u bilo kom trenutku bilo koja odredba ovog Ugovora postane nezakonita, ništava ili neizvršiva, u bilo kom smislu, saglasno mjerodavnom pravu, to neće uticati na bilo koji način na zakonitost, punovažnost i izvršivost ostalih odredaba ovog Ugovora i Ugovorne Strane su saglasne da u dobroj vjeri postignu alternativni Ugovor kojim će u najvećoj mogućoj mjeri očuvati Ugovor Ugovornih Strana kako bi se ostvario namjeravani cilj.

5.2. Ovaj Ugovor se ne može mijenjati ili dopunjavati, osim sklapanjem pisanog aneksa uz Ugovor, potpisanog od strane obe Ugovorne Strane i ovjerenog od strane notara, u suprotnom, sve takve moguće izmjene ili dopune neće biti pravno obavezujuće i neće proizvoditi pravno dejstvo na Ugovorne Strane.

5.3. Ovaj Ugovor je sačinjen na crnogorskom i engleskom jeziku. U slučaju bilo kakvih nesaglasnosti između dvije verzije, mjerodavna je verzija na crnogorskom jeziku.



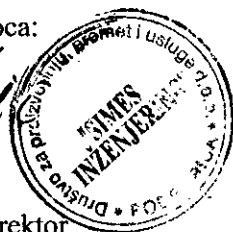
5.4. This Agreement is executed in 6 (six) original counterparts, of which two counterpart shall be kept by each Party, one counterpart shall be retained by the notary in the procedure of authentication, and one counterpart shall be used for registration purposes with Central Registry of Commercial Entities of Montenegro.

5.4. Ovaj Ugovor je zaključen u 6 (šest) originalnih primjeraka, od kojih svaka Ugovorna strana zadržava po dva primjerka, jedan primjerak zadržava notar u postupku ovjere, dok će jedan primjerak služiti za potrebe registracije kod Centralnom registru privrednih subjekata Crne Gore.

For the Transferor / Za Prenosioca:


Name/Ime: Slaven Milić

Position/Funkcija: Director / Direktor



For the Transferee / Za Sticaoca:


Name/Ime: Milica Irić

Position/Funkcija: po Punomoćju/based on PoA



Dokument o registraciji

Izmjene: Statut

Registarski broj 5 - 0093091 / 021

PIB: 02319977

Datum registracije: 09.08.2002.

Datum promjene podataka: 21.01.2022.

DRUŠTVO ZA PROIZVODNJU, PROMET I USLUGE "SIMES INŽENJERING" D.O.O. PODGORICA

Broj važeće registracije: /021

Skraćeni naziv: SIMES INŽENJERING
Telefon: +38220228086
eMail: info@simesing.me
Web adresa: www.simes.me
Datum zaključivanja ugovora: 19.10.2000.
Datum donošenja Statuta: 08.02.2002. Datum promjene Statuta: 22.12.2021.
Adresa glavnog mjesta poslovanja: BULEVAR SVETOG PETRA CETINJSKOG 118/5 PODGORICA
Adresa za prijem službene pošte: BULEVAR SVETOG PETRA CETINJSKOG 118/5 PODGORICA
Adresa sjedišta: BULEVAR SVETOG PETRA CETINJSKOG 118/5 PODGORICA
Pretežna djelatnost: 3511 Proizvodnja električne energije
Obavljanje spoljno-trgovinskog poslovanja: DA
Oblik svojine: Privatna
Porijeklo kapitala: Domaći
Upisani kapital: 128.825,99Euro (Novčani 128.825,99Euro, nenovčani 0,00Euro)
Stari registarski broj: 1-19447-00

OSNIVAČI:

SLAVEN MILIĆ - JBMG/Broj Pasoša zaštićeni zakonom

Uloga: Osnivač

Udio: 100%

Adresa: Lični podatak zaštićen zakonom

LICA U DRUŠTVU:

KATARINA MILIĆ - JMBG/Broj Pasoša zaštićen zakonom

Adresa: Lični podatak zaštićen zakonom

Uloga: Ovlašćeni zastupnik

Ovlašćenja u prometu: ()

Ovlašćen da djeluje: POJEDINAČNO ()

DEJAN MILIĆ - JMBG/Broj Pasoša zaštićen zakonom

Adresa: Lični podatak zaštićen zakonom

Uloga: Izvršni direktor

Ovlašćenja u prometu: Neograničeno ()

Ovlašćen da djeluje: POJEDINAČNO ()

SLAVEN MILIĆ - JMBG/Broj Pasoša zaštićen zakonom

Adresa: Lični podatak zaštićen zakonom

Uloga: Ovlašćeni zastupnik

Ovlašćenja u prometu: ()

Ovlašćen da djeluje: POJEDINAČNO ()



Dokument o registraciji

Registarski broj 5 - 0093091 / 020

PIB: 02319977

Datum registracije: 09.08.2002.

Datum promjene podataka: 16.03.2021.

DRUŠTVO ZA PROIZVODNJU, PROMET I USLUGE "SIMES INŽENJERING" D.O.O. PODGORICA

Broj važeće registracije: /021

Skraćeni naziv: SIMES INŽENJERING
Telefon: +38220228086
eMail: info@simesing.me
Web adresa: www.simes.me
Datum zaključivanja ugovora: 19.10.2000.
Datum donošenja Statuta: 08.02.2002. Datum promjene Statuta: 01.03.2021.
Adresa glavnog mjesta poslovanja: BULEVAR SVETOG PETRA CETINJSKOG 118/5 PODGORICA
Adresa za prijem službene pošte: BULEVAR SVETOG PETRA CETINJSKOG 118/5 PODGORICA
Adresa sjedišta: BULEVAR SVETOG PETRA CETINJSKOG 118/5 PODGORICA
Pretežna djelatnost: 3511 Proizvodnja električne energije
Obavljanje spoljno-trgovinskog poslovanja: DA
Oblik svojine: Privatna
Porijeklo kapitala: Domaći
Upisani kapital: 128.825,99Euro (Novčani 128.825,99Euro, nenovčani 0,00Euro)
Stari registarski broj: 1-19447-00

OSNIVAČI:

SLAVEN MILIĆ - JBMG/Broj Pasoša zaštićeni zakonom

Uloga: Osnivač

Udio: 100% Adresa: Lični podatak zaštićen zakonom

LICA U DRUŠTVU:

KATARINA MILIĆ - JMBG/Broj Pasoša zaštićen zakonom

Adresa: Lični podatak zaštićen zakonom

Uloga: Ovlašćeni zastupnik

Ovlašćenja u prometu: ()

Ovlašćen da djeluje: POJEDINAČNO ()

DEJAN MILIĆ - JMBG/Broj Pasoša zaštićen zakonom

Adresa: Lični podatak zaštićen zakonom

Uloga: Izvršni direktor

Ovlašćenja u prometu: Neograničeno ()

Ovlašćen da djeluje: POJEDINAČNO ()

SLAVEN MILIĆ - JMBG/Broj Pasoša zaštićen zakonom

Adresa: Lični podatak zaštićen zakonom

Uloga: Ovlašćeni zastupnik

Ovlašćenja u prometu: ()

Ovlašćen da djeluje: POJEDINAČNO ()

SAVILLE & CO

— SCRIVENER NOTARIES —

Saville Notaries LLP 11 Old Jewry London EC2R 8DU

Tel: +44 (0)20 7776 9800 www.savillenotaries.com mail@savillenotaries.com

Sophie Milburn Nicholas Thompson Robert Kerss Andrew MacNab Christopher Higgins*

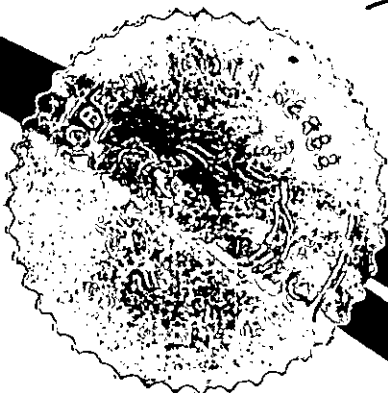
Eleonora Ceolin* Kyriaki Mariika* Saffiyah Mengrani*

TO ALL TO WHOM THESE PRESENTS SHALL COME, I ROBERT SCOTT KERSS of the City of London NOTARY PUBLIC by royal authority duly admitted and sworn DO HEREBY CERTIFY the genuineness of the signature of WENDA MARGARETHA ADRIAANSE subscribed to the power of attorney hereunto annexed, such signature having been subscribed by the said Wenda Margaretha Adriaanse, whose personal identity and capacity I attest and whose authority to sign as a director of the company styled **ALCAZAR ENERGY PARTNERS II HOLDCO LIMITED** of London, England (hereinafter, the "Company"), I the notary also certify;

AND I DO ALSO CERTIFY that the Company is a UK-registered private limited company duly organised and existing under the laws of England and Wales, registered with the Registrar of Companies for England and Wales under number 14671727 and with registered office at 1 Bartholomew Lane, London, England, EC2N 2AX;

AND THAT the document being so signed and witnessed, has been duly executed as a deed by the Company in accordance with the laws of England and Wales.

IN FAITH AND TESTIMONY WHEREOF I the said notary have subscribed my name and set and affixed my seal of office at London aforesaid this twelfth day of September two thousand and twenty three.



APOSTILLE

(Convention de La Haye du 5 octobre 1961)

1. **Country:** United Kingdom of Great Britain and Northern Ireland
Pays / Pais:

This public document

Le présent acte public / El presente documento público

2. **Has been signed by**
a été signé par Robert S Kerss
ha sido firmado por

3. **Acting in the capacity of**
agissant en qualité de Notary Public
quien actúa en calidad de

4. **Bears the seal / stamp of**
est revêtu du sceau / timbre de The Said Notary Public
y está revestido del sello / timbre de

Certified

Attesté / Certificado

5. **at** London
à / en

6. **the** 12 September 2023
le / el día

7. **by** His Majesty's Principal Secretary of State for
par / por Foreign, Commonwealth and Development Affairs

8. **Number** APO-SZ1J-LU2J-AU02-8VP5
sous no / bajo el numero

9. **Seal / stamp**
Sceau / timbre
Sello / timbre



10. **Signature** B. Patel
Signature
Firma

This Apostille is not to be used in the UK and only confirms the authenticity of the signature, seal or stamp on the attached UK public document. It does not confirm the authenticity of the underlying document. Apostilles attached to documents that have been photocopied and certified in the UK confirm the signature of the UK official who conducted the certification only. It does not authenticate either the signature on the original document or the contents of the original document in any way.

If this document is to be used in a country not party to the Hague Convention of the 5th of October 1961, it should be presented to the consular section of the mission representing that country

To verify this apostille go to www.verifyapostille.service.gov.uk

SPECIJALNO PUNOMOĆJE

Alcazar Energy Partners II HoldCo Limited, društvo osnovano u Ujedinjenom Kraljevstvu (registarski broj 14671727), čije registrovano sjedište je na adresi 1 Bartholomew Lane, London. Ujedinjeno Kraljevstvo. EC2N 2AX., ("Vlastodavac"), ovim ovlašćuje:

- Luku Popovića, [REDACTED]
[REDACTED]
[REDACTED]
- Biseru Andrijašević, [REDACTED]
[REDACTED]
[REDACTED]
- Mariju Kseniju Popović, a [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
- Milicu Irić, advokatski [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
- Daniel Calderon Acuna, dr [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
- Markus John von Haniel, d [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

(svako pojedinačno "Punomoćnik")

svakog od njih pojedinačno, da u ime i za račun Vlastodavca preduzme bilo koju radnju potrebnu kako bi Vlastodavac stekao 100% udjela u kapitalu društva Vjetro park Bijela d.o.o, sa registrovanim sjedištem na Ulica slobode broj

SPECIAL POWER OF ATTORNEY

Alcazar Energy Partners II HoldCo Limited, a company incorporated in United Kingdom (registration number 14671727), whose registered office is at 1 Bartholomew Lane, London. United Kingdom. EC2N 2AX., ("Principal"), hereby authorizes:

- Luka Popović, At [REDACTED]
[REDACTED]
[REDACTED]
- Biseru Andrijašević, At [REDACTED]
[REDACTED]
[REDACTED]
- Marija Ksenija Popović, le [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
- Milica Irić, law [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
- Daniel Calderon Acuna, [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
- Marcus John von Haniel, a [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

(each individually the "Attorney")

each of them individually, to take any action on behalf and for the account of the Principal that is necessary for the Principal to acquire a 100% share in the capital of the company Vjetro Park Bijela d.o.o., with registered seat at Ulica slobode

78, 8100 Podgorica, sa matičnim brojem 03476634, i registarskim brojem 51067066 ("Društvo"). Punomoćnici su naročito ovlašćeni da preduzmu sledeće radnje:

number 78, 8100 Podgorica, with identification number 03476634, and registration number 51067066 ("Company"). Attorneys are especially authorized to undertake the following actions:

(i) Da potpišu i ovjere ugovor o prodaji udjela s prodavcima "SIMES INŽENJERING" D.O.O. PODGORICA, društvom registrovanim u Crnoj Gori (matični broj 50093091), čije je sjedište na adresi Bulevar Svetog Petra Cetinskog 118/5, Podgorica, Crna Gora, i D.O.O. "SISTEM - MNE" PODGORICA, društvom registrovanim u Crnoj Gori (matični broj 50654236), čije je sjedište na adresi Slobode 78, Podgorica, Crna Gora ("Prodavci"), i svaki drugi ugovor (uključujući ugovor o prenosu udjela) ili dokument koji može biti potreban za registraciju Vlastodavca kao jedinog člana Društva, kao i Ugovor o kupovnoj opciji.

(i) To execute and notarize the share purchase agreement with the sellers "SIMES INŽENJERING" D.O.O. PODGORICA, a company incorporated in Montenegro (registered no. 50093091), whose registered office is at Bulevar Svetog Petra Cetinskog 118/5, Podgorica, Montenegro, and D.O.O. "SISTEM - MNE" PODGORICA, a company incorporated in Montenegro (registered no. 50654236), whose registered office is at Slobode 78, Podgorica, Montenegro ("Sellers"), and any other agreement (including the share transfer deed) or document that may be required for the registration of the Principal as the sole shareholder of the Company, as well as the Call Option Agreement.

(ii) Da potpišu novi statut Društva.

(ii) To execute the new articles of association of the Company.

(iii) Da potpišu odluke o razrješenju i imenovanju izvršnog direktora Društva, i/ili ovlašćenih zastupnika Društva.

(iii) To sign decisions regarding the dismissal and appointment of the executive director of the Company and/or authorized representatives of the Company.

(iv) Da podnesu registarsku prijavu Centralnom registru privrednih subjekata Crne Gore, i da zastupaju Vlastodavca u postupku registracije.

(iv) To submit a registration application to the Central Register of Business Entities of Montenegro and to represent the Principal in the registration process.

(v) Da preduzmu bilo koju drugu radnju, pred bilo kojim organom ili licem u Crnoj Gori, kako bi se Vlastodavac registrovao kao vlasnik 100% udjela u kapitalu Društva.

(v) To undertake any other action before any authority or entity in Montenegro, in order to register the Principal as the owner of a 100% share in the capital of the Company.

Punomoćnici mogu ovlašćenja iz ovog punomoćja u cjelini ili djelimično prenijeti na treća lica.

The Attorneys may delegate the authorizations they have under this power of attorney to third persons, in full or in part.

Ovo punomoćje važi do njegovog opoziva.

This power of attorney shall be valid upon its revocation.

Na ovo punomoćje se primjenjuje pravo Crne Gore.

This power of attorney is governed by Montenegrin law.

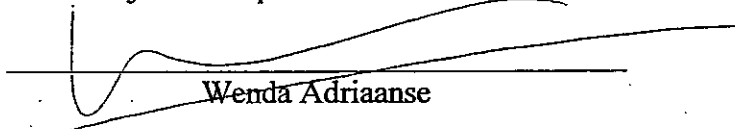
Ovo punomoćje je izdato na crnogorskom i engleskom jeziku. U slučaju nesaglasnosti između crnogorske i engleske verzije ovog punomoćja, crnogorska verzija će preovladavati.

This power of attorney is issued in Montenegrin and English. In case of any discrepancies between the Montenegrin and English versions of this power of attorney, the Montenegrin version shall prevail.

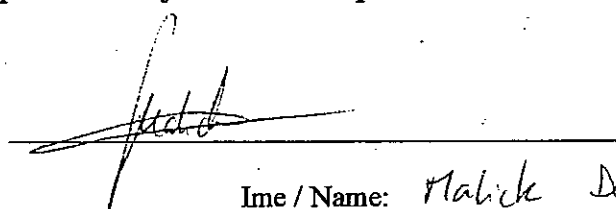
U/In United Kingdom, dana/on United Kingdom

Za Vlastodavca/ For the Principal

Potpisano i dostavljeno kao isprava / Executed and delivered as a deed


Wenda Adriaanse

U pristustvu svjedoka / In the presence of the witness:



Ime / Name: Malick Doumbia

Adresa / Address: 1 Bartholomew Lane
London, EC2N 2AY



SAVILLE & CO

- SCRIVENER NOTARIES -

Saville Notaries LLP 11 Old Jewry London EC2R 8DU

Tel: +44 (0)20 7776 9800 www.savillenotaries.com mail@savillenotaries.com

Sophie Milburn Nicholas Thompson Robert Kerss Andrew MacNab Christopher Higgins*

Eleonora Ceolin* Kyriaki Manika* Saffiyah Mengrani*

SVIMA ONIMA KOJIMA JE OVAJ DOKUMENT NAMIJENJEN, JA, ROBERT SCOTT KERSS, NOTAR iz grada Londona, uredno priznat od strane kraljevskih vlasti i sa položenom zakletvom, OVIM POTVRĐUJEM vjerodostojnost potpisa WENDA MARGARETHA ADRIAANSE-a koji se nalazi na punomoćju koje je ovdje priloženo, te da se potpisala pomenuta Wenda Margaretha Adriaanse, čiji lični identitet i svojstvo mogu da potvrdim i čije ovlaštenje da se potpisuje kao direktor društva pod nazivom **ALCAZAR ENERGY PARTNERS II HOLDCO LIMITED** iz Londona, Engleska (u daljem tekstu: Društvo), ja, notar, takođe potvrđujem;

I DALJE POTVRĐUJEM da je Društvo nejavno akcionarsko društvo registrovano u Ujedinjenom Kraljevstvu uredno osnovano i koje postoji u skladu sa zakonima Engleske i Velsa, registrovano u pomenutom Registru privrednih društava pod brojem 14671727 i sa sjedištem na adresi 1 Bartholomew Lane, London, Engleska, EC2N 2AX.

I DA je dokument koji je tako potpisan i posvjedočen, uredno izvršen kao akt od strane Društva u skladu sa zakonima Engleske i Velsa.

U POTVRDU I KAO SVJEDOČENJE TOGA, ja pomenuti notar svojeručno se potpisujem i utiskujem svoj službeni pečat u Londonu, gore navedenog dvanaestog septembra dvije hiljade dvadeset treće.

(dat potpis)

(dat pečat)

Logo: Scrivener Notaries

Grb

Saville & Co. Scrivener Notaries je trgovački naziv Saville Notaries LLP, partnerstva sa ograničenom odgovornošću koje je registrovano u Engleskoj i Velsu pod registarskim brojem OC420687 i

sjedištem na adresi 11 Old Jewry, London EC2R 8DU

Reguliše Kancelarija kenterberijskog arhiepiskopa

*Notar



APOSTIL
(Convention de La Haye du 5 Octobre, 1961)

Država:

Ujedinjeno Kraljevstvo Velike Britanije i Sjeverne Irske

OVU JAVNU ISPRAVU

2. Potpisuje

Robert S Kerss

3. U svojstvu

Notara

4. Nosi pečat/žig

Pomenutog Notara

Ovjereno

5. u Londonu

6. na dan 12. septembar 2023. godine

7. od strane

Glavnog sekretara Njegovog Veličanstva za vanjske, poslove država
Komonvelta i razvojne poslove

8. Br. APO-SZ1J-LU2J-AU02-8VP5

9. Pečat/Žig:

10. Potpis: (dat potpis)

B. Patel

(Pečat: Kancelarija za vanjske, poslove država Komonvelta i razvojne poslove, London)

Ovaj Apostil se ne može koristiti u Ujedinjenom Kraljevstvu i samo služi kao potvrda vjerodostojnosti potpisa, pečata ili štambilja na priloženom javnom dokumentu iz Ujedinjenog Kraljevstva. Njime se ne potvrđuje vjerodostojnost datog dokumenta. Apostili koji su stavljeni na dokumente koji su fotokopirani i ovjereni u Ujedinjenom Kraljevstvu potvrđuju samo potpis javnog službenika Ujedinjenog Kraljevstva koji je izvršio ovjeru. Njime se ne potvrđuje ni potpis na originalnom dokumentu niti sadržaj originalnog dokumenta na bilo koji način.
Ako će ovaj dokument biti korišćen u zemlji koja nije potpisnica Haške konvencije od 5. oktobra 1961. godine, trebalo bi ga podnijeti konzularnom odjeljenju predstavništva date zemlje.

Da bi provjerili vjerodostojnost ovog apostila posjetite www.verifyapostille.service.gov.uk

Napomena tumača: Prevedeni tekst je u svom izvorniku dio dokumenta pod nazivom „SPECIJALNO PUNOMOĆJE“ koje je potpisala Wenda Adriaanse u ime „Alcazar Energy Partners II HoldCo Limited“.

K

IVANA GREMLJČ

for English, as contained in Montenegro on the decision of the Ministry of Justice number: UFI 0001/00-705-1-4 of July 2012 for the period of 1991-2011, certifies the faithfulness of this translation of the original document.

14-69-2023

ayonci, Janalin Pedgorica, on

Pečat/Seal

Polpis/Signature





Crna Gora
Ministarstvo pravde

Broj: UPI-05-109/22-582-1

25. maja 2022. godine

Na osnovu člana 14, u vezi sa članom 12 Zakona o tumačima („Službeni list CG“, broj 52/16), rješavajući po zahtjevu za ponovno postavljenje za tumača za engleski jezik Ponoš Ane, ministar pravde donosi

RJEŠENJE O POSTAVLJENJU TUMAČA

Ana Ponoš iz Podgorice, postavlja se za tumača za engleski jezik, na vrijeme od pet godina.

Obrazloženje

Ministarstvo pravde, ljudskih i manjinskih prava je 20.01.2022. godine na svojoj internet stranici i u dnevnom listu „Pobjeda“ objavilo javni poziv za ponovno postavljanje tumača postavljenih rješenjem ministra pravde 2017. godine, u skladu sa zakonom. U navedenom pozivu naznačeno je da se zahtjev za ponovno postavljenje za tumača za određeni jezik, sa priloženim dokazima o ispunjavanju uslova za ponovno postavljenje za tumača podnosi Ministarstvu pravde, ljudskih i manjinskih prava najkasnije 30 dana prije isteka roka na koji je tumač postavljen.

Ana Ponoš tumač za engleski jezik, postavljena Rješenjem ministra pravde br. 03-745-1655-17-1 od 24. maja 2017. godine, na vrijeme od 5 godina, podnijela je zahtjev za ponovno postavljenje za tumača za engleski jezik sa dokazima o ispunjavanju uslova za ponovno postavljenje za tumača, u zakonskom roku.

Članom 14 stav 1 Zakona o tumačima („Službeni list CG“, broj 52/16) propisano je da tumač nakon isteka vremena na koje je postavljen za tumača može biti ponovo postavljen na vrijeme od pet godina. Stavom 2 istog člana propisano je da zahtjev za ponovno postavljenje tumač podnosi najkasnije 30 dana prije isteka roka na koji je postavljen, dok je stavom 3 propisano da tumač mora dostaviti uvjerenje o zdravstvenoj i poslovnoj sposobnosti, uvjerenje nadležnog suda da se protiv njega ne vodi krivični postupak za krivično djelo za koje se gonjenje preduzima po službenoj dužnosti i popis izvršenih prevoda.

Na osnovu sprovedenog postupka utvrđeno je da Ana Ponoš ispunjava uslove za ponovno postavljenje za tumača, u skladu sa članom 14 Zakona o tumačima.

Sa izloženog odlučeno je kao u dispozitivu ovog rješenja.

Pravna pouka: Protiv ovog rješenja nije dozvoljena žalba, a može se pokrenuti upravni spor pred Upravnim sudom Crne Gore u roku od 20 dana od dana dostavljanja rješenja.



MINISTAR
Marko Kovač

[Handwritten signature]

POTVRDA O OVJERI POTPISA I RUKOPISA

NOTAR RADMILA KLIKOVAC, sa službenim sjedištem u Podgorici, ul.13.jula br.13

(navesti naziv i sjedište suda/organa lokalne uprave/ime i prezime i sjedište notara koji vrši ovjeru potpisa ili rukopisa)

potvrđuje da su:

Milić Slaven, ro[REDACTED] tem [REDACTED]

Irić Milica, rođena [REDACTED]

(rukopis ovjerava)

svojeručno potpisali ovu ispravu

(svojeručno potpisao ovu ispravu/na ispravu stavio otisak prsta/ priznao potpis za svoj)

(svojeručno napisao rukopis/ranije rukopis svojeručno napisao/slijepo ili slabovido lice svojeručno na ispravi napisalo rukopis).

Istovjetnost imenovanog utvrđena je na osnovu

lične karte br [REDACTED] na

18.06.2018. godine, sa rokom važenja 10 (deset) [REDACTED]

[REDACTED] rođena [REDACTED] 0.

godine, sa rokom važenja 10 (deset) godina

(broj i datum izdavanja lične karte, putne isprave ili drugog dokumenta sa fotografijom)

Ime i prezime lica čiji se potpis ovjerava ispisao je svjedok /

(ime i prezime, zanimanje, adresa i mjesto prebivališta odnosno boravišta, ulica i broj)

čiji identitet utvrđen na osnovu /

(broj i datum izdavanja lične karte, putne isprave ili drugog dokumenta sa fotografijom)

Imenovanom je isprava pročitana i prvedena od strane Sudskog tumača za engleski jezik

Ponoš Ane, r [REDACTED]

Identitet tumača je utvrđen na osnovu ličn [REDACTED]

Imenovani je ovlašćen za zastupanje na osnovu Izvoda sa sajta CRPS-a za „Simes Inženjering“ DOO Podgorica, PIB: 02319977 i Punomoćja ovjerenog od strane Notara Roberta Scott Kerss, u Londonu, apostiliranog od strane Glavnog sekretara Njegovog Veličanstva za vanjske, poslove država Komonvelta i razvojne poslove, Broj APO-SZ1J-AU02-8VP5, od dana 12.09.2023.godine, a koje je prevedeno od strane sudskog tumača za engleski jezik Grdinić Ivane u Podgorici, dana 14.09.2023.godine

Broj: OV 11335/2023

Ovjera dana 28.09.2023.godine u 08,35 časova, u /

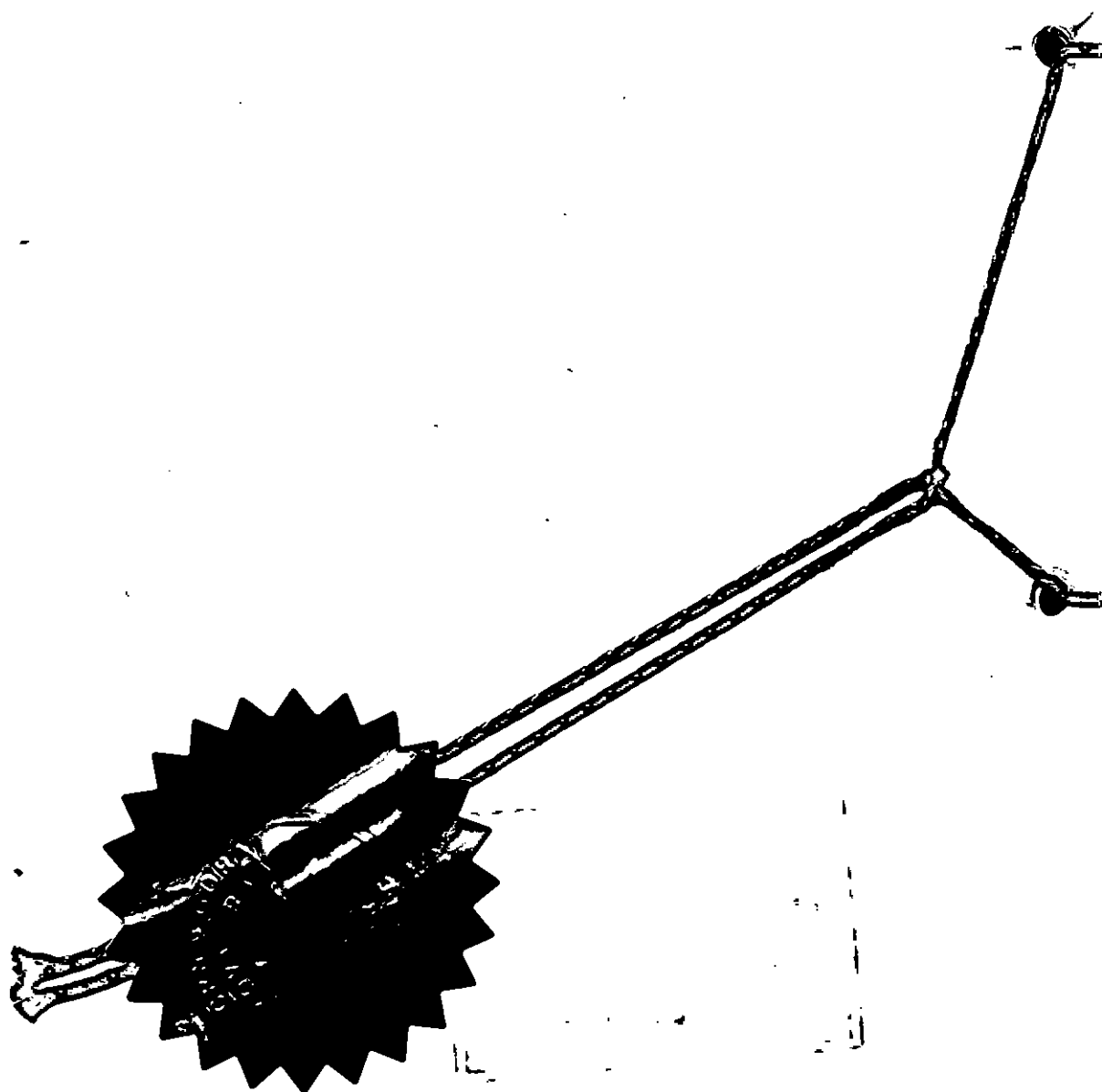
(mjesto ovjere potpisa kada se ovjera vrši van službenih prostorija)

Taksa odnosno naknada za izvršenu ovjeru naplaćena je u iznosu od 30,00 eura za ovjeru potpisa i troškovi u iznosu od 1,00 eura i PDV u iznosu od 21% što sve ukupno iznosi 37,51 eura



**OVJERU IZVRŠIO
NOTAR RADMILA KLIKOVAC**





U skladu sa Zakonom o privrednim društvima ("Sl. list CG", br. 065/20 i 146/2021) ("**Zakon**"), **Alcazar Energy Partners II Holdco Limited**, društvo osnovano u Engleskoj, sa adresom sjedišta 1 Bartholomew Lane, London; United Kindom, EC2N 2AX, sa registracionim brojem 14671727 ("**Osnivač**"), donosi sljedeći:

In accordance with the Companies Act (*Zakon o privrednim društvima*, "Official Gazette of Montenegro", nos. 065/20 and 146/2021), ("**Companies Act**"), **Alcazar Energy Partners II Holdco Limited**, a company incorporated in England, with registered seat at 1 Bartholomew Lane, London; United Kindom, EC2N 2AX, with registered number 14671727 (the "**Founder**"), enacts the following:

**STATUT DRUŠTVA SA OGRANIČENOM
ODGOVORNOŠĆU "VJETRO PARK
BIJELA" DOO PODGORICA ("Društvo")**

**ARTICLES OF ASSOCIATION OF LIMITED
LIABILITY COMPANY
"VJETRO PARK BIJELA" DOO
PODGORICA
(the "Company")**

1. NAZIV I SJEDIŠTE DRUŠTVA

**1. BUSINESS NAME AND SEAT OF THE
COMPANY**

Naziv Društva je: "**VJETRO PARK BIJELA"
DOO PODGORICA.**

Business name of the Company is: "**VJETRO
PARK BIJELA" DOO PODGORICA.**

Skraćeni naziv Društva je: "**VJETRO PARK
BIJELA" DOO.**

Abbreviated name of the Company is: "**VJETRO
PARK BIJELA" DOO.**

Sjedište Društva, i adresa na koju se šalju zvanični dopisi, je: Ulica Slobode br 78, 81000 Podgorica, Crna Gora.

The seat of the Company, and the address for receipt of formal notices, is: Ulica Slobode no. 78, 81000 Podgorica, Montenegro.

Društvo je pravno lice koje ovo svojstvo stiče danom registracije u Centralnom registru privrednih subjekata ("**CRPS**").

The Company is a legal person that acquires this status on the day of registration in the Central Registry of the Commercial Entities ("**CRCE**").

Društvo je osnovano kao društvo sa ograničenom odgovornošću.

The Company is established as a limited liability company.

2. PEČAT DRUŠTVA

2. THE STAMP OF THE COMPANY

Društvo ima sopstveni pečat koji je okruglog oblika sa ugraviranim nazivom Društva kao i nazivom mjesta sjedišta Društva.

The Company has its own stamp which is of round shape and with the Company's name and name of the place of the Company's seat engraved.

Upotreba pečata nije obavezna za Društvo.

Use of the stamp is not mandatory for the Company.

3. OSNIVAČ DRUŠTVA

Osnivač Društva je **Alcazar Energy Partners II Holdco Limited**, društvo osnovano u Engleskoj, sa adresom sjedišta 1 Bartholomew Lane, London; United Kindom, EC2N 2AX, sa registracionim brojem 14671727.

4. DJELATNOSTI DRUŠTVA

Osnovna djelatnost Društva je:

35.11 Proizvodnja električne energije

Ostale djelatnosti Društva su:

33.20 Montaža industrijskih mašina i opreme;
35.14 Trgovina električnom energijom;
43.21 Postavljanje električnih instalacija.
41.10 Razrada građevinskih projekata
41.20 Izgradnja stambenih i nestambenih zgrada
46.14 Posredovanje u prodaji mašina, industrijske opreme, brodova i aviona;
46.69 Trgovina na veliko ostalim mašinama i opremom;
46.90 Trgovina na veliko ostalim mašinama i opremom;
68.10 Kupovina i prodaja vlastitih nekretnina;
68.20 Iznajmljivanje vlastitih ili iznajmljenih nekretnina i upravljanje njima;
70.10 Upravljanje privrednim subjektom;
71.12 Inženjerske djelatnosti i tehničko savjetovanje
71.20 Tehničko ispitivanje i analize
74.10 Specijalizovane dizajnerske djelatnosti

Društvo može obavljati i druge djelatnosti u manjem ili privremenom obimu, bez registracije takvih djelatnosti, ako su takve aktivnosti neophodne za normalno obavljanje registrovane djelatnosti Društva i ako su takve aktivnosti u vezi sa registrovanom djelatnošću.

Društvo se može baviti spoljnotrgovinskim poslovanjem.

3. FOUNDER OF THE COMPANY

The Founder of the Company is **Alcazar Energy Partners II Holdco Limited**, a company incorporated in England, with registered seat at 1 Bartholomew Lane, London; United Kindom, EC2N 2AX, with registracion number 14671727.

4. COMPANY'S ACTIVITIES

The principal business activity of the Company is:

35.11 Proizvodnja električne energije

Other business activities of the Company are:

33.20 Installation of industrial machinery and equipment;
35.14 Electricity trading;
43.21 Electrical installation.
41.10 Development of building projects
41.20 Construction of residential and non-residential buildings
46.14 Agents involved in the sale of machinery, industrial equipment, ships and aircraft;
46.69 Wholesale of other machinery and equipment;
46.90 Non-specialized wholesale trade;
68.10 Buying and selling of own real estate;
68.20 Renting or operating of own or leased real estate;
70.10 Management of business entities;
71.12 Engineering activities and related technical consultancy
71.20 Technical testing and analysis
74.10 Specialised design activities

The Company may carry out any other legally permitted activities in temporary or smaller volume, without registration of those activities, if such activities are required for regular performance of the Company's registered activity and related to the registered activity.

The Company may perform cross-border transactions.

5. OSNOVNI KAPITAL DRUŠTVA

Osnovni kapital Društva je u potpunosti novčani i uplaćen od strane Osnivača u ukupnom iznosu od 1,00 EUR.

Osnivač je jedini vlasnik Društva (jednočlano društvo) i ima 100% udjela u Društvu.

6. TROŠKOVI OSNIVANJA

Troškove osnivanja Društva snosi Osnivač.

7. ODNOS IZMEĐU OSNIVAČA I DRUŠTVA

U pravnom prometu sa trećim licima, Društvo može istupati u svoje ime i za svoj račun, u svoje ime i za tuđ račun i u tuđe ime i za tuđ račun.

Za svoje obaveze Društvo odgovara cjelokupnom svojom imovinom.

Osnivač Društva može slobodno da raspolaze svojim udjelom u Društvu, u cjelini ili dijelom, u skladu sa Zakonom.

8. ORGANI DRUŠTVA

Organi Društva su:

- Osnivač; i
- Izvršni direktor.

9. NADLEŽNOST OSNIVAČA

Osnivač Društva ima ovlašćenja određena Zakonom i ovim Statutom.

Osnivač ima sljedeće nadležnosti:

- Donosi Statut i odlučuje o njegovim izmjenama;

5. SHARE CAPITAL OF THE COMPANY

The share capital of the Company is completely pecuniary and paid by the Founder in the total amount of EUR 1.00.

The Founder is a sole owner of the Company (single-shareholder company) with 100% of stake in the Company.

6. INCORPORATION COSTS

Incorporation costs shall be borne by the Founder.

7. RELATIONS BETWEEN THE FOUNDER AND THE COMPANY

In legal transactions with third parties, the Company may act on its own behalf and for its own account, on its own behalf and for the other's account, and on the other's behalf end for the other's account.

The Company is liable for its obligations with all of its assets.

The Founder may freely dispose of his share in the Company, partially or entirely, in accordance with the Companies Act.

8. BODIES OF THE COMPANY

The corporate bodies of the Company are:

- Founder; and
- the Executive Director.

9. COMPETENCES OF THE FOUNDER

The Founder of the Company shall have authorizations in accordance with the Companies Act and this Articles of Association.

The Founder has the following competences:

- Adopting and amending the Company's Articles of Association;

- | | |
|--|---|
| • Imenuje i razrješava Izvršnog direktora i ovlaštene zastupnike Društva; | • Appointing and removing the Executive Director and authorized representatives of the Company; |
| • Odlučuje o naknadi za rad Izvršnog direktora; | • Deciding on remuneration for the Executive Director; |
| • Usvaja godišnje finansijske izjave i izvještaje o poslovnoj djelatnosti Društva; | • Adopting annual financial statements and report on business activities of the Company; |
| • Odlučuje o raspolaganju imovinom Društva (kupovina, prodaja, davanje u zakup, preuzimanje i sl.) čija vrijednost prelazi 20% računovodstvene vrijednosti Društva (imovina velike vrijednosti); | • Deciding on disposal of Company's assets (sale, purchase, lease, acquisition etc.), amount of which exceeds 20% of the accounting value of the Company (material assets); |
| • Odlučuje o raspodjeli dobiti; | • Deciding on distribution of profits; |
| • Odlučuje o smanjenju i povećanju kapitala Društva; | • Deciding on any capital increase and capital decrease of the Company; |
| • Odlučuje o dobrovoljnoj likvidaciji i restrukturiranju Društva; | • Deciding on voluntary liquidation and restructuring; |
| • Odobrava procjenu nenovčanih uloga; | • Approving evaluation of in-kind contributions; |
| • Odlučuje o promjeni naziva, sjedišta i privredne djelatnosti Društva; | • Deciding on change of the Company's name, seat, business activity; |
| • Donosi opšte akte Društva, osim onih koji su nadležnosti Izvršnog direktora; | • Adopting general enactments of the Company, except for the enactments within the powers of the Executive Director; |
| • Odlučuju o drugim pitanjima u skladu sa Zakonom; | • Deciding on other matters, in accordance with the Companies Act. |

10. IZVRŠNI DIREKTOR

10. EXECUTIVE DIRECTOR

Izvršni direktor rukovodi tekućim poslovanjem Društva u skladu sa instrukcijama Osnivača, i zastupa Društvo u granicama svojih ovlašćenja.

Executive Director manages day-to-day business of the Company in accordance with instructions of the Founder and represents the Company within limits of his/her powers.

Izvršnog direktora imenuje i razrješava Osnivač bez navođenja razloga.

The Executive Director is appointed and dismissed by the Founder at his discretion.

Osnivač sa Izvršnim direktorom zaključuje poseban ugovor kojim se utvrđuju njegova prava, obaveze i odgovornosti.

The Founder and the Executive Director will execute a special contract determining his/her rights, obligations and responsibilities.

Izvršni direktor zastupa Društvo kolektivno za ovlašćenim zastupnikom.

The Executive Director represents the Company jointly with the authorized representative.

Za sve transakcije vrijednosti preko 25.000 EUR, Izvršni direktor i ovlašćeni zastupnik moraju pribaviti odobrenje od Alcazar Energy Management Services L.L.C-FZ, kao jednog od krajnjih vlasnika Osnivača.

For all transactions with a value exceeding EUR 25,000, the Executive Director and authorized representative must obtain approval from Alcazar Energy Management Services L.L.C-FZ, as one of the ultimate owners of the Founder.

11. NADLEŽNOST DIREKTORA

IZVRŠNOG

Izvršni direktor, u skladu sa odredbama i ograničenjima iz Zakona i ovog Statuta, obavlja poslove vezane za tekuće poslovanje Društva, uključujući ali se ne ograničavajući na sljedeće:

- organizuje tekuće poslovanje Društva;
- zastupa Društvo u granicama svojih ovlašćenja;
- zaključuje ugovore u okviru svoje nadležnosti;
- otvara račune Društva;
- odlučuje o zapošljavanju i prestanku radnog odnosa u Društvu;
- donosi akt o sistematizaciji poslova Društva;

11. POWERS OF THE EXECUTIVE DIRECTOR

The Executive Director, subject to the provisions and limitations of the Companies Act and these Articles of Association, performs day-to-day business activities of the Company, including but not limited to the following:

- organizes day-to-day business activities of the Company;
- represents the Company within limits of its powers;
- executes contracts within its powers;
- opens bank-accounts of the Company;
- decides on recruitment and termination of employment in the Company;
- adopts rules on systematization of jobs of the Company;

- | | |
|--|--|
| <ul style="list-style-type: none"> • izdaje naloge i uputstava koji su obavezni za sve zaposlene u Društvu; i • obavlja i druge poslove propisane Zakonom. | <ul style="list-style-type: none"> • issues orders and instructions that are mandatory for all employees in the Company; and • carries out other tasks specified by the Companies Act. |
|--|--|

Izvršni direktor može određene poslove iz svoje nadležnosti prenijeti na druga lica u Društvu.

Executive Director may assign some of its tasks to other persons in the Company.

12. NADLEŽNOST OVLAŠĆENOG ZASTUPNIKA

12. COMPETENCES OF THE AUTHORIZED REPRESENTATIVE

Osnivač može imenovati jednog ili više ovlašćenih zastupnika Društva.

The Founder can appoint one or more authorized representatives of the Company.

Ovlašćeni zastupnik zastupa Društvo kolektivno za Izvršnim direktorom.

The authorized representative represents the Company jointly with the Executive Director.

Ovlašćeni zastupnik je ograničen u skladu sa članom 10 stav 5 ovog Statuta.

The authorized representative is limited in accordance with Article 10 paragraph 5 of these Articles of Association.

13. PRENOS UDJELA

13. TRANSFER OF STAKE

Osnivač može raspolagati svojim udjelom, ili djelovima udjela, u Društvu bez ikakvih ograničenja, u skladu sa Zakonom.

The Founder may dispose or transfer his share, or part of his share in the Company, without any limitations, in accordance with the Companies Act.

14. POVEĆANJE I SMANJENJE OSNOVNOG KAPITALA

14. CAPITAL INCREASE AND REDUCTION OF SHARE CAPITAL

Odluku o povećanju osnovnog kapitala Društva donosi Osnivač, u skladu sa Zakonom.

The resolution on increase of the Company's share capital is within the competence of the Founder, in accordance with the Companies Act.

Društvo može vršiti povećanje kapitala novim ulozima Osnivača, pretvaranjem neraspoređene dobiti i rezervi u kapital Društva, ulozima trećih lica, konverzijom duga u kapital Društva, i na druge načine propisane Zakonom

The Company may increase its share capital by new contributions of the Founder, conversion of undistributed profit and reserves to the share capital of the Company, by contribution of third parties, by debt-to-equity swap, and in any other manner prescribed by the Companies Act.

Društvo može smanjiti kapital na osnovu odluke Osnivača, u skladu sa Zakonom.

The Company may reduce its share capital on the basis of a resolution of the Founder, in accordance with the Company Act.

Sve promjene osnivačkog kapitala Društva biće navedene i u Statutu Društva i registrovane na odgovarajući način pred nadležnim organima.

Any change of the Company's share capital shall trigger amendments to the Company's Articles of Association and shall be registered with the relevant authorities.

15. USLOVI I NAČIN RASPOREĐIVANJA DOBITI

15. CONDITIONS FOR AND MANNER OF PROFIT DISTRIBUTION

Društvo može, na osnovu odluke Osnivača, vršiti plaćanja po osnovu raspodjele dobiti u bilo koje vrijeme, u skladu sa Zakonom.

Pursuant to a decision of the Founder, the Company may make distributions of profit to its Founder at any time, in accordance with the Companies Act.

16. IZMJENE STATUTA

16. AMENDMENTS TO THE ARTICLES OF ASSOCIATION

Odluku o izmjenama Statuta donosi Osnivača, u skladu sa Zakonom.

Any amendment to the Articles of Association is to be adopted by the Founder, in accordance with the Companies Act.

Sve izmjene Statuta izvršiće se pisanim putem i registrovaće se kod CRPS-a.

Amendments shall be executed in writing and will be duly registered with the CRCE.

Pored Statuta, Društvo može imati i druge opšte akte koje donosi Osnivač ili Izvršni direktor, u skladu sa svojim ovlaštenjima.

In addition to the Articles of Association, the Company may have other general enactments adopted by the Founder or the Executive Director, pursuant to their respective authorizations.

Opšti akti moraju biti u saglasnosti sa Odlukom o osnivanju Društva, Statutom Društva, i važećim zakonima.

General enactments shall be in compliance with the Agreement on Association, Articles of Association, and governing laws.

Pojedinačni akti koje donose organi Društva moraju biti u skladu sa opštim aktima Društva.

Individual enactments passed by the Company's bodies shall be in compliance with general enactments of the Company.

17. ZAVRŠNE ODREDBE

17. FINAL PROVISIONS

Društvo se osniva na neodređeno vrijeme.

The Company is incorporated for indefinite period of time.

Ovaj Statut stupa na snagu danom registracije kod CRPS-a, kada prestaje da važi raniji statut Društva.

This Articles of Association shall come into force on the date of registration with the CRCE, at which point the earlier articles of association of the Company ceases to be valid.

Na ostala pitanja koja nisu regulisana ovom Statutom, Odlukom o osnivanju ili opštim

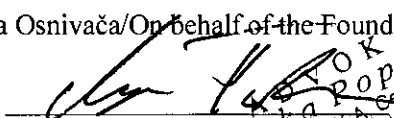
Other legal issues which are not specifically prescribed by this Articles of Association, the

aktima Društva primjenjivaće se važeći propisi
Crne Gore.

Memorandum of Association, or general
enactments of the Company, shall be regulated in
accordance with the applicable laws of
Montenegro.

U Podgorici/In Podgorica, dana 12. oktobra 2023./on 12 October 2023

Za Osnivača/On behalf of the Founder

 **POPOVIĆ**
Luka Popović
BEOGRICA, Cetinjska 11
The Capital Plaza

po punomoćju/by virtue of power of attorney
Attorney at Law

U skladu sa Zakonom o privrednim društvima ("Sl. list CG", br. 065/20 i 146/2021) ("**Zakon**"), **Alcazar Energy Partners II Holdco Limited**, društvo osnovano u Engleskoj, sa adresom sjedišta 1 Bartholomew Lane, London, United Kindom, EC2N 2AX, sa registracionim brojem 14671727 ("**Osnivač**"), u svojstvu osnivača društva sa ograničenom odgovornošću "**VJETRO PARK BIJELA**" **DOO PODGORICA** ("**Društvo**"), donosi sljedeću:

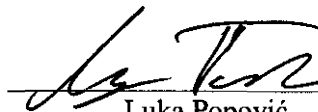
dana 12. oktobra 2023. donosi sledeću:

**ODLUKU
O
PROMJENI DIREKTORA DRUŠTVA**

- 1 Slaven Milić, [REDACTED] se [REDACTED]
- 2 Za novog direktora Društva imenuje se: **Enrico Casari**, [REDACTED]
[REDACTED]
[REDACTED]
- 3 Ova Odluka će biti podneta Registru privrednih subjekata radi registracije promene podataka o direktoru ima Društva.
- 4 U slučaju nesaglasnosti, merodavna je verzija na srpskom jeziku.
- 5 Ova Odluka stupa na snagu i primenjuje se danom donošenja.

U Podgorici, 12. oktobra 2023. godina

Za Osnivača/On behalf of the Founder


Luka Popović
po punomoćju/by virtue of power of attorney
Attorney at Law

In accordance with the Companies Act (*Zakon o privrednim društvima*, "Official Gazette of Montenegro", nos. 065/20 and 146/2021), ("**Companies Act**"), **Alcazar Energy Partners II Holdco Limited**, a company incorporated in England, with registered seat at 1 Bartholomew Lane, London, United Kindom, EC2N 2AX, with registered number 14671727 ("**Founder**"), in capacity of founder of the limited liability company "**VJETRO PARK BIJELA**" **DOO PODGORICA** ("**Company**"), adopts the following:

rendered on 12 October 2023 the following:

**RESOLUTION
ON
THE CHANGE OF THE COMPANY'
DIRECTOR**

- 1 Slaven Milić, p [REDACTED]
[REDACTED]
[REDACTED]
- 2 The following person is appointed as new director of the Company: **Enrico Casari**, državljanin Italije, [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
Company.
- 3 This Resolution shall be submitted to the Commercial Registry for the purpose of registering the change of data relating to the Company's director.
- 4 In case of discrepancies, the Serbian version is to prevail.
- 5 This Resolution comes into force and is applicable as of the day of its adoption.

In Podgorica, 12 Oktobra 2023

U skladu sa Zakonom o privrednim društvima ("Sl. list CG", br. 065/20 i 146/2021) ("**Zakon**"), **Alcazar Energy Partners II Holdco Limited**, društvo osnovano u Engleskoj, sa adresom sjedišta 1 Bartholomew Lane, London; United Kindom, EC2N 2AX, sa registracionim brojem 14671727 ("**Osnivač**"), u svojstvu osnivača društva sa ograničenom odgovornošću "**VJETRO PARK BIJELA**" **DOO PODGORICA** ("**Društvo**"), donosi sljedeću:

**ODLUKU
O
IMENOVANJU OVLAŠĆENOG
ZASTUPNIKA
("Odluka")**

1. **Miguel Antonio Higuera Diaz**, d[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
2. Ova Odluka će biti podnijeta Centralnom registru privrednih subjekata ("**CRPS**") radi registracije.
3. Ova Odluka je sačinjena u dva istovjetna dvojezična primerka, jedan za Društvo i jedan za CRPS. U slučaju nesaglasnosti, mjerodavna je verzija na crnogorskom jeziku.
4. Ova Odluka stupa na snagu i primjenjuje se od dana registracije u CRPS-u.

In accordance with the Companies Act (*Zakon o privrednim društvima*, "Official Gazette of Montenegro", nos. 065/20 and 146/2021), ("**Companies Act**"), **Alcazar Energy Partners II Holdco Limited**, a company incorporated in England, with registered seat at 1 Bartholomew Lane, London; United Kindom, EC2N 2AX, with registered number 14671727 ("**Founder**"), in capacity of founder of the limited liability company "**VJETRO PARK BIJELA**" **DOO PODGORICA** ("**Company**"), adopts the following:

**RESOLUTION
ON
APPOINTMENT OF THE COMPANY'S
AUTHORIZED REPRESENTATIVE
("Resolution")**

1. **Miguel Antonio Higuera Diaz**, citi[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
2. This Resolution shall be submitted to the Central Registry of Commercial Entities ("**CRCE**") for the purpose of registration.
3. This Resolution is made in two identical bilingual copies, one for the Company and one for the CRCE. In case of discrepancies, the Montenegrin version is to prevail.
4. This Resolution comes into force and is applicable as of the day of its registration with the CRCE.

U Podgorici/In Podgorica, dana 12. oktobra 2023./on 12 October 2023

Za Osnivača/On behalf of the Founder


Luka Popović
ADVOKAT
PODGORICA, Cetinjska 11
The Capital Plaza
po punomoćju/by virtue of power of attorney

Attorney at Law

SAGLASNOST SA IMENOVANJEM

CONSENT TO APPOINTMENT

Ja, Enrico Cesari, državljanin Italije, sa brojem I, Enrico Cesari, citizen of Italije, with

zastupnika društva "VJETRO PARK the company "VJETRO PARK BIJELA" BIJELA" DOO. DOO.

U/In Podgorica, dana/on 27.09.2023.



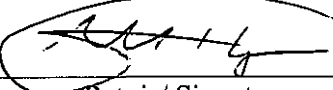
Potpis/ Signature

SAGLASNOST SA IMENOVANJEM

CONSENT TO APPOINTMENT

Ja, **Miguel Higuera**, [REDACTED] sa I, **Miguel Higuera**, citizen of Spain, with
[REDACTED] putem pass [REDACTED]
izjavljujem da prihvatom da budem imenovan be appointed as an authorized representative of
za ovlašćenog zastupnika društva "VJETRO the company "VJETRO PARK BIJELA"
PARK BIJELA" DOO. DOO.

U/In Podgorica, dana/on 27.09.2023.



Potpis/ Signature

PUNOMOĆJE

POWER OF ATTORNEY

U skladu sa Zakonom o privrednim društvima ("Sl. List CG" br. 65/20, 146/21), "VJETRO PARK BIJELA" D.O.O, društvo s ograničenom odgovornošću osnovano u Crnoj Gori, sa registrovanim sjedištem na adresi Ulica slobode br. 78, Podgorica, registrovano pred Centralnim registrom privrednih subjekata Crne Gore pod registarskim brojem 51067066 i poreskim identifikacionim brojem 03476634 („Društvo“), ovim ovlašćuje sljedeća lica:

Pursuant to the Companies Act ("Official Gazette of Montenegro" no. 65/20, 146/21), "VJETRO PARK BIJELA" D.O.O., a limited liability company incorporated in Montenegro, with its registered seat at Ulica slobode no. 78, Podgorica, registered with the Montenegrin Central Registry of Commercial Entities under registration number 51067066 and tax identification number 03476634 (the "Company"), hereby authorizes the following persons:

- **Luku Popovića,** [REDACTED]
[REDACTED]
[REDACTED]

- **Luka Popović, b** [REDACTED]
[REDACTED]
[REDACTED]

- **Biseru Andrijašević,** [REDACTED]
[REDACTED]
[REDACTED]

- **Bisera Andrijašević,** [REDACTED]
[REDACTED]
[REDACTED]

- **Mariju Kseniju Popović,** r [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

- **Marija Ksenija Popović, b** [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

- **Milicu Irić,** [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

- **Milica Irić, b** [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

svakog od njih pojedinačno i ponaosob, da zastupaju Društvo u postupku:

each of them individually, to represent the Company in the procedure of:

- Registracije promjene osnivača Društva kod CRPS-a;
- Registracije promjene ovlašćenja izvršnog direktora Društva, brisanje ovlašćenih zastupnika, kao i imenovanja novih ovlašćenih zastupnika Društva kod CRPS-a; i
- Registracije izmjena Statuta Društva kod CRPS-a.

- Registration of change of the shareholders of the Company with the CRCE;
- Registration of change of authorization of the executive director of the Company, deletion of the authorized representatives as well as appointment of new authorized representatives of the Company with the CRCE; and
- Registration of amendments to the Articles of Association of the Company with the CRCE.

Pomenuta lica su naročito ovlašćena, ne umanjujući opštost ovog Punomoćja:

Afore mentioned persons are particularly authorized, which does not limit the authorizations from this Power of Attorney:

- da zastupaju Društvo pred CRPS-om u postupku registracije promjene osnivača Društva, promjene ovlašćenja izvršnog direktora Društva, brisanja ovlašćenih zastupnika i imenovanja novih ovlašćenih zastupnika Društva i izmjena Statuta Društva;
- da potpišu i podnesu sve registracione prijave koje je potrebno podnijeti u navedenim postupcima i da izvrše prijem odluka koje CRPS i sve druge relevantne institucije mogu donijeti u vezi sa gore navedenim postupcima;
- da potpišu i podnesu bilo koji dokument i preduzmu bilo koju radnju koje su potrebne u vezi sa gore navedenim postupcima.
- to represent the Company before the CRCE in the procedure of change of Company shareholder, change of authorization of the executive director of the Company, deletion of the authorized representatives as well as appointment of the authorized representatives of the Company and amendments of the Articles of Association;
- to execute and submit all application forms that have to be submitted in aforesaid procedure, and to receive each and every decision that the CRCE and all other relevant institutions may issue with regard to these procedures;
- to execute and submit any document and to undertake any action required with regard to these procedures.

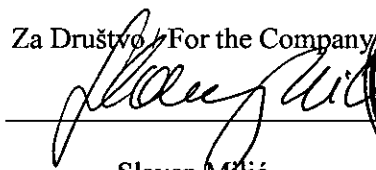
Ovo Punomoćje će proizvoditi pravna dejstva od dana potpisivanja.

This Power of Attorney shall become effective on the date of signing.

Na dan/On: 28 Septembar 2023. godine / 28 September 2023

U Podgorici / In Podgorica

Za Društvo / For the Company


Slaven Milić,
Izvršni direktor / Executive director





Dokument o registraciji

Registarski broj 5 - 1067066 / 001
PIB: 03476634

Datum registracije: 03.10.2022.

DRUŠTVO SA OGRANIČENOM ODGOVORNOŠĆU "VJETRO PARK BIJELA" PODGORICA

Broj važeće registracije: /001

Skraćeni naziv: VJETRO PARK BIJELA DOO
Telefon: +38269080708
eMail: oie.podgorica@gmail.com
Web adresa:
Datum zaključivanja ugovora: 26.09.2022.
Datum donošenja Statuta: 26.09.2022.
Adresa glavnog mjesta poslovanja: ULICA SLOBODE BR. 78 PODGORICA
Adresa za prijem službene pošte: ULICA SLOBODE BR. 78 PODGORICA
Adresa sjedišta: ULICA SLOBODE BR. 78 PODGORICA
Pretežna djelatnost: 3511 Proizvodnja električne energije
Obavljanje spoljno-trgovinskog poslovanja: DA
Oblik svojine: Privatna
Porijeklo kapitala: Domaći
Upisani kapital: 1,00Euro (Novčani 1,00Euro, nenovčani 0,00Euro)

OSNIVAČI:

**D.O.O. "SISTEM - MNE" ZA PROIZVODNJU, PROMET I USLUGE, EXPORT-IMPORT -
PODGORICA 02919460**

Uloga: Osnivač

Udio: 50% Adresa: SLOBODE 78 PODGORICA

DRUŠTVO ZA PROIZVODNJU, PROMET I USLUGE "SIMES INŽENJERING" D.O.O. PODGORICA
02319977

Uloga: Osnivač

Udio: 50%

Adresa: BULEVAR SVETOG PETRA CETINJSKOG 118/5 PODGORICA

LICA U DRUŠTVU:

LJUBIŠA BOŠKOVIĆ - JMBG/Broj Pasoša zaštićen zakonom

Adresa: Lični podatak zaštićen zakonom

Uloga: Ovlašćeni zastupnik

Ovlašćenja u prometu: Ograničeno (Ovlašćeni zastupnik zastupa društvo i raspolaže

Ovlašćen da djeluje: imovinom i računom društva pojedinačno do iznosa od 10,000€ (slovima: deset hiljada eura). Izvršni direktor zastupa društvo i raspolaže imovinom i računom društva ograničeno i kolektivno na način da su za punovažnost poslova i/ili transakcija koje prelaze iznos od 10,000€ (slovima: deset hiljada eura), obavezni potpisi Ovlašćenog zastupnika i Izvršnog direktora.)

KOLEKTIVNO (Sa članovima organa upravljanja,)

SLAVEN MILIĆ - JMBG/Broj Pasoša zaštićen zakonom

Adresa: Lični podatak zaštićen zakonom

Uloga: Izvršni direktor

Ovlašćenja u prometu: Ograničeno (Izvršni direktor zastupa društvo i raspolaže imovinom i

Ovlašćen da djeluje: računom društva pojedinačno do iznosa od 10,000€ (slovima: deset hiljada eura). Izvršni direktor zastupa društvo i raspolaže imovinom i računom društva ograničeno i kolektivno na način da su za punovažnost poslova i/ili transakcija koje prelaze iznos od 10,000€ (slovima: deset hiljada eura), obavezni potpisi Izvršnog direktora i Ovlašćenog zastupnika.)

KOLEKTIVNO (Sa članovima organa upravljanja,)

POTVRDA O OVJERI POTPISA I RUKOPISA

NOTAR RADMILA KLIKOVAC, sa službenim sjedištem u Podgorici, ul.13.jula br.13

(navesti naziv i sjedište suda/organa lokalne uprave/ime i prezime i sjedište notara koji vrši ovjeru potpisa ili rukopisa)

potvrđuje da je:

Slaven Milić, r

(ime i prezime, datum rođenja i adresa prebivališta/boravišta lica čiji se potpis ili rukopis ovjerava)

svojeručno potpisao ovu ispravu

(svojeručno potpisao ovu ispravu/na ispravu stavio otisak prsta/ priznao potpis za svoj)

(svojeručno napisao rukopis/ranije rukopis svojeručno napisao/slijepo ili slabovidno lice svojeručno na ispravi napisalo rukopis).

Istovjetnost imenovanog utvrđena je na osnovu

(broj i datum izdavanja lične karte, putne isprave ili drugog dokumenta sa fotografijom)

Ime i prezime lica čiji se potpis ovjerava ispisao je svjedok

(ime i prezime, zanimanje, adresa i mjesto prebivališta odnosno boravšta, ulica i broj)

čiji identitet utvrđen na osnovu

(broj i datum izdavanja lične karte, putne isprave ili drugog dokumenta sa fotografijom)

Imenovanom je isprava pročitana i pravedena od strane

(pročitana/pročitana pomoću tumača/prevedena sadržina)

Identitet tumača je utvrđen na osnovu

(broj i datum izdavanja lične karte, putne isprave ili drugog dokumenta sa fotografijom)

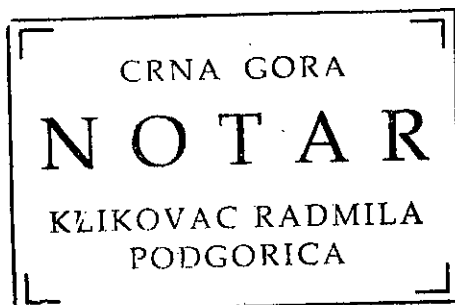
Imenovani je ovlašćen za zastupanje na osnovu Izvoda sa sajta CRPS-a za „Vjetro Park Bijela“ DOO Podgorica, PIB: 03476634

Broj: OV 11331/2023

Ovjera dana 28.09.2023.godine u 08,12 časova, u

(mjesto ovjere potpisa kada se ovjera vrši van službenih prostorija)

Taksa odnosno naknada za izvršenu ovjeru naplaćena je u iznosu od 7,50 eura za ovjeru potpisa i troškovi u iznosu od 1,00 eura i PDV u iznosu od 21% što sve ukupno iznosi 10,28 eura



**OVJERU IZVRŠIO
NOTAR RADMILA KLIKOVAC**

