

<p>Anex II Ugovora o dugoročnom zakupu ("Anex")</p> <p>između</p> <p>Države Crne Gore koju zastupa Vlada Crne Gore, Karađorđeva bb , 81000 Podgorica, Crna Gora ("Vlada" ili "Zakupodavac")</p> <p>i</p> <p>Konzorcijum sačinjen od</p> <p>Northstar d.o.o. Tivat, sa sjedištem na adresi Palih boraca 5, Tivat</p> <p>i</p> <p>EQUEST Capital Limited, Jersey Bond Street 5 St. Helier, Jersey, Channel Islands</p> <p>(Northstar d.o.o. i EQUEST Capital Limited zajednički označeni kao "Zakupac" ili "Konzorcijum") (u daljem tekstu Vlada i Konzorcijum zajedno označeni kao "Ugovorne strane", a pojedinačno kao "Ugovorna strana").</p>	<p>Annex II to the Long Term Lease Agreement ("Annex")</p> <p>between</p> <p>State of Montenegro represented by the Government of Montenegro, Karađorđeva bb, 81000 Podgorica, Montenegro ("Government" or "Lessor")</p> <p>and</p> <p>Consortium consisting of</p> <p>Northstar d.o.o. Tivat, with registered seat at Palih Boraca 5, Tivat</p> <p>and</p> <p>EQUEST Capital Limited, Jersey Bond Street 5, St. Helier, Jersey, Channel Islands</p> <p>(Northstar d.o.o. and EQUEST Capital Limited shall be jointly referred to as "Lessee" or "Consortium") (hereinafter the Government and the Consortium jointly referred to as the "Parties" and individually as a "Party").</p>
<p>Preamble</p> <p>S OBZIROM DA su 11. septembra 2009. godine strane potpisale Ugovor o dugoročnom zakupu ("Ugovor") na zemljištu koje se nalazi na katastarskim parcelama broj 1539, 1540, 1544, 1564, 1545, 1546 i 1563/2, izvod iz zemljišne knjige broj 242 i 95 u Katastarskoj opštini Rose, opština Herceg Novi, ukupne površine 522.521 m² ("Zakupljeno zemljište" ili "Lokacija") u svrhu izgradnje i upravljanja ekskluzivnim</p>	<p>Preamble</p> <p>WHEREAS on 11 September 2009 the Parties executed Long Term Lease Agreement ("Agreement") on the land located on the cadastral parcels no. 1539, 1540, 1544, 1564, 1545, 1546 and 1563/2, land registry certificates no. 242 and 95 in C.M. Rose, Municipality of Herceg Novi, having a total surface area of 522,521m² ("Leased Land" or "Site") for the purpose of having an exclusive tourist complex developed and managed by the</p>

<p>turističkim kompleksom od strane Konzorcijuma (Projekat);</p>	<p>Consortium (the Project);</p>
<p>S OBZIROM da je Ugovor stupio na snagu dana 26. avgusta 2013. godine potpisivanjem Protokola o pravosnažnost Ugovora;</p>	<p>WHEREAS the Agreement entered into force on 26 August 2013 upon the signature of the Agreement Effectiveness Protocol;</p>
<p>S OBZIROM da su 26. avgusta 2013. godine strane potpisale Aneks Ugovora o dugoročnom zakupu, kojim je ukupno zemljište koje je predmet zakupa umanjeno za 11.589 m²;</p>	<p>WHEREAS on 26 August 2013 the Parties signed an Annex to the Long-Term Lease Agreement, by which the total leased area was reduced by 11,589 m²;</p>
<p>S OBZIROM da je Konzorcijum izmirio zakupninu za period od 10 godina u iznosu od 3.934.211 eura.</p>	<p>WHEREAS the Consortium paid the lease fee for 10 years in the amount of EUR 3.934.211 Euro;</p>
<p>S OBZIROM da je u skladu sa članom 32 Konzorcijum dostavio Činidbenu garanciju u iznosu od 1.000.000€.</p>	<p>WHEREAS the Consortium submitted a Performance Bond in accordance with Article 32 for 1,000,000 Euro;</p>
<p>S OBZIROM da je Konzorcijum u skladu sa članom 2.3 Protokola o pravosnažnosti Ugovora potpisao Ugovor sa renomiranim hotelskim operatorom.</p>	<p>WHEREAS the Consortium also signed an agreement with a renowned hotel operator in accordance with Article 2.3 of the Agreement Effectiveness Protocol;</p>
<p>SADA, PREMA TOME, Strane ugovaraju kako slijedi:</p>	<p>NOW, THEREFORE, the Parties hereby agree as follows:</p>
<p>1. Definicije</p>	<p>1. Definitions</p>
<p>1.1 Sledeće definicije navedene u članu 1. Ugovora mijenjaju se, dopunjavaju i glase:</p>	<p>1.1 The following definitions given in Article 1 of the Agreement shall be amended to read:</p>
<p>(i) Član 1.1.24 "Infrastruktura do Lokacije" obuhvata: izgrađenu i priključenu infrastrukturu do Lokacije koja uključuje: novi put kroz Lušticu do Lokacije sa pratećim elementima (javna rasvjeta, trotoari i sl.), elektroenergetsku mrežu sa pratećim objektima, elektronska mreža sa pratećim objektima, objekte i uredaje za javno vodosnabdijevanje i upravljanje komunalnim otpadnim i atmosferskim vodama, sve do priključka na Lokaciju uključujući i priključak.</p>	<p>(i) Article 1.1.24 "Infrastructure to the Location" shall include: built and connected infrastructure to the Location including: a new road through Lustica to the Location with related elements (public lighting, pavements etc.), electricity network with related facility, electronic network with related facilities, facilities and devices for public water supply and household wastewater and rainwater sewage management, everything up to the connection to the Location, including the</p>

	<p>connection.</p>
(ii) Član 1.1.32 "Minimalna investiciona obaveza" označava: investicionu obavezu za Fazu I koja iznosi 80.000.000 EUR (riječima: osamdeset miliona eura) i predstavlja dio troškova koje plaća ili preuzima Konzorcijum ili bilo koja treća strana za svrhe ispunjenja obaveze u pogledu izgradnje. Preostali iznos od 130.000.000 EUR (riječima: stotrideset miliona eura) Konzorcijum ima pravo da investira, nakon izvršenja Minimalne investicione obaveze, u Fazu I i Fazu II što ukupno iznosi 210.000.000 EUR (dvjestadestemilionaeura).	(ii) Article 1.1.32 "Minimum Investment Commitment" shall mean: investment commitment for Phase I which amounts to EUR 80,000,000 (in words: eighty million euros) and represents a part of expenses to be paid or received by the Consortium or any third party for the purpose of meeting the commitment in terms of construction. The Consortium has the right to invest the remaining amount of EUR 130,000,000 (in words: 130 million euros), after the execution of the Minimum Investment Commitment, in Phase I and Phase II, which totals EUR 210,000,000 (two hundred and ten million euros).
(iii) Član 1.1.48 "Prostorno planska dokumentacija": predstavlja planska dokumenta višeg ili nižeg reda koja se tiču Lokacije i/ili planska dokumenta u skladu sa članovima 15 i 45 Zakona o planiranju prostora i izgradnji objekata koji se tiču Lokacije i koji su usaglašeni sa Zakupcem, uključujući i izmjene istih koje su takođe usaglašene sa Zakupcem.	(iii) Article 1.1.48 "Spatial planning documentation": shall mean planning documents of a higher or lower order relating to the Location and/or planning documents in accordance with Articles 15 and 45 of the Law on Spatial Planning and Construction of Facilities which relate to Location and have been agreed upon with the Lessee, including amendments thereto that have also been agreed upon with the Lessee.
(iv) Član 1.1.59 "Investicioni period" označava period realizovanja investicije, a počinje da teče 30 dana nakon potpisivanja Protokola o otpočinjanju Minimalne investicione obaveze.	(iv) Article 1.1.59 "Investment Period" shall mean the period of implementation of the investment, and shall start to run 30 days after the signing of the Minimum Investment Commitment Commencement Protocol.
1.2 Nakon člana 1.1.71 Ugovora unose se sledeće definicije u član 1. Ugovora:	1.2 After Article 1.1.71 of the Agreement, the following definitions shall be inserted in Article 1 of the Agreement:
(i) Član 1.1.72 "Urbanistička parcela": je jedinstveni dio prostora čija je površina i oblik u skladu s pravilima parcelacije određenim Prostorno planskim dokumentima koji se odnose na Lokaciju i/ili koja je definisana Elaboratom parcelacije shodno članu 49 Zakona o planiranju prostora i izgradnji objekata.	(i) Article 1.1.72 "Urban Plot": shall mean a single part of the area whose surface and form is in accordance with the subdivision rules specified by the Spatial Planning Documents related to the Location and/or defined by the Subdivision Study in accordance with Article 49 of the Law on

	<p><i>Spatial Planning and Construction of Facilities.</i></p>
(ii) Član 1.1.73 "Datum početka realizacije Minimalne investicione obaveze": dan kada su Strane zajednički potpisale Protokol o otvočinjanju Minimalne investicione obaveze.	<p>(ii) Article 1.1.73 "Date of commencement of implementation of the Minimum Investment Commitment": the date on which the Parties jointly signed the Minimum Investment Commitment Commencement Protocol.</p>
(iii) Član 1.1.74 "Protokol o otvočinjanju Minimalne investicione obaveze": dokument kojim Strane konstatuju da su ispunjene obaveze definisane članom 11.7 i 15.1 ovog Aneksa.	<p>(iii) Article 1.1.74 "Minimum Investment Commitment Commencement Protocol": a document stating that the Parties have fulfilled their obligations defined in Articles 11.7 and 15.1 of this Annex.</p>
(iv) Član 1.1.75 "Javna infrastruktura unutar Lokacije": predstavlja izgrađenu i priključenu infrastrukturu unutar Lokacije koja sadrži: saobraćajnice unutar naselja sa pratećim elementima (javna rasvjeta, trotoari, javne zelene površine u naselju i sl.), šetalište lungo mare, elektroenergetska mreža sa pratećim objektima, elektronska mreža sa pratećim objektima, objekti i uredaji za javno vodosnabdijevanje i upravljanje komunalnim otpadnim i atmosferskim vodama, sve do priključka na Urbanističke parcele unutar Lokacije uključujući i priključak, kao i sve ostale elemente definisane u skladu sa članom 59. i 60. Zakona o planiranju prostora i izgradnji objekata.	<p>(iv) Article 1.1.75 "Public infrastructure within the Location": shall mean built and connected Infrastructure within the Location: roads within the settlement with accompanying elements (public lighting, sidewalks, public green spaces in the settlement, etc.), lungo mare promenade, electricity network with associated facilities, electronic network with associated facilities, facilities and devices for public water supply and municipal waste and atmospheric water management, all the way to the connection to Urban Plots within the Site including the connection, as well as all other elements defined in accordance with Article 59 and 60 of the Law on Spatial Planning and Construction of Facilities.</p>
2. Minimalne obaveze u pogledu Izgradnje i Minimalne investicione obaveze	<p>2. Minimum Commitment with respect to Construction and Minimum Investment Commitment</p>
2.1 Nakon Člana 7.1.4 dodaju se novi članovi koji glase:	<p>2.1 After Article 7.1.4 new articles shall be added to read:</p>
7.1.5 Vlada se obavezuje da će u roku od 5 dana nakon ispunjenja obaveza iz člana 11.7 i 15.1 o tome pismenim putem obavijestiti Konzorcijum.	<p>7.1.5 The Government undertakes to notify the Consortium in writing within 5 days after the fulfilment of commitments under Articles 11.7 and 15.1.</p>
Strane se obavezuju da će u roku od 3 dana od prijema obavještenja iz stava 1 ovog člana potpisati Protokol o otvočinjanju	<p>The Parties undertake to sign the Minimum Investment Commitment Commencement Protocol within 3 days from the receipt of</p>

<p>Minimalne investicione obaveze, u suprotnom primjeniče se odredbe iz člana 31.2.2.</p>	<p><i>the notification referred to in paragraph 1 of this Article, otherwise the provisions of Article 31.2.2 shall apply.</i></p>
<p>Vlada će uložiti maksimalne napore da u roku od 6 mjeseci od dana donošenja Odluke o davanju saglasnosti Skupštine Crne Gore na ovaj Aneks, ispuniti obaveze iz člana 11.7 i 15.1.</p>	<p><i>The Government will make maximum efforts to fulfil the obligations from Articles 11.7 and 15.1 within 6 months from the date of adoption of the Decision on the approval of the Parliament of Montenegro to this Annex1.</i></p>
<p>7.1.6 Prijava građenja</p>	<p>7.1.6 Construction application</p>
<p>U roku od 12 mjeseci od dana usvajanja Prostorno planskog dokumenta iz člana 15.1 ovog Aneksa i dobijanja saglasnosti glavnog gradskog arhitekte i/ili glavnog državnog arhitekte na idejno rešenje, Zakupac će podnijeti nadležnom Organu vlasti Prijavu građenja u skladu sa Zakonom o planiranju prostora i izgradnji objekata.</p>	<p><i>Within 12 months from the date of adoption of the Spatial Planning Document referred to in Article 15.1 of this Annex and obtaining the consent of the Chief City Architect and/ or the Chief State Architect on the preliminary design, the Lessee shall submit to the competent Government Authority a Construction Application in accordance with the Law on Spatial Planning and Construction of Facilities.</i></p>
<p>7.1.7 Konzorcijum je u obavezi da uz Prijavu iz člana 7.1.6 podnese kompletna i ispravna dokumenta u skladu sa Zakonom o planiranju prostora i izgradnji objekata i drugima Zakonima.</p>	<p>7.1.7 The Consortium is obliged to submit complete and correct documents with the Application from Article 7.1.6 in accordance with the Law on Spatial Planning and Construction of Facilities and other Laws.</p>
<p>7.1.8 Konzorcijum će obavijestiti Vladu o napretku po pitanju Prijave iz člana 7.1.6 i obezbijediće kopije prepiske sa nadležnim Organom vlasti ukoliko to Vlada bude zahtijevala.</p>	<p>7.1.8 The Consortium shall inform the Government of the progress on the Application referred to in Article 7.1.6 and shall provide copies of the correspondence with the competent Authority if the Government so requests.</p>
<p>7.1.9 Vlada će pružiti svu potrebnu pomoć Konzorcijumu u postupku podnošenja Prijave građenja iz člana 7.1.6.</p>	<p>7.1.9 The Government shall provide all necessary assistance to the Consortium in the process of submitting the Construction Application referred to in Article 7.1.6.</p>
<p>7.1.10 Ukoliko nakon uredne Prijave građenja, ne dođe do izdavanja pozitivnog zapisnika od strane urbanističko-građevinskog inspektora u skladu sa Zakonom o planiranju prostora i izgradnji</p>	<p>7.1.10 If, after a proper Construction Application, the urban planning and construction inspector does not issue a positive record in accordance with the Law</p>

<p><i>objekata, ili ukoloko dođe do ometanja ili prekida u izvođenju radova na Lokaciji od strane nadležnog urbanističko građevinskog inspekcijskog organa, Zakupac će, u roku od 24 sata obavijestiti Vladu o istom, kako bi se srazmjerno produžili rokovi za završetak Minimalne investicione obaveze.</i></p>	<p><i>on Spatial Planning and Construction, or if there is a disruption or interruption in the execution of works at the Location by the competent Urban Construction Inspection Body, the Lessee shall, within 24 hours, inform the Government about the same, in order to extend the deadlines for the completion of the Minimum Investment Commitment proportionately.</i></p>
<p>7.1.11 Vlada će održavati redovne mjesечne sastanke sa nadležnim organima vlasti u cilju neometane i efikasne realizacije projekta.</p>	<p>7.1.11 The Government will hold regular monthly meetings with the competent authorities in order to ensure smooth and efficient implementation of the project.</p>
<p><i>U slučaju nastanka događaja iz člana 7.1.10 Vlada je dužna da bez odlaganja po prijemu obavještenja Zakupca sazove vanredan sastanak sa nadležnim inspekcijskim organima.</i></p>	<p><i>In the event of occurrence of an event referred to in Article 7.1.10, the Government shall, without delay upon receipt of the notice of the Lessee, convene an extraordinary meeting with the competent inspection body.</i></p>
<p>7.1.12 Vlada će uložiti maksimalne napore da obezbijedi da JP morsko dobro i konzorcijum zaključe ugovor o korišćenju morskog dobra u roku od 6 mjeseci od dana potpisivanja ovog Anex-a.</p>	<p>7.1.12 The Government shall provide its best efforts to ensure that JP Morsko dobro and Consortium enter into the agreement of the sea Wealth within 6 months of the signing day of this Annex.</p>
<p>2.2. Član 7.2 Ugovora mijenja se i glasi:</p>	<p>2.2. Article 7.2 of the Contract shall be amended to read as follows:</p>
<p><i>Konzorcijum se isključivo obavezuje da će u roku od 5 godina realizovati Minimalnu investicionu obavezu u skladu sa ovim Aneksom.</i></p>	<p><i>The Consortium solely undertakes to meet the Minimum Investment Commitment in accordance with this Annex within 5 years.</i></p>
<p>3. Zakupnina</p>	<p>3. Lease fee</p>
<p>3.1 Drugi stav člana 9.1.3 Ugovora mijenja se tako da glasi:</p>	<p>3.1 The second paragraph of Article 9.1.3 shall be amended to read:</p>
<p><i>Konzorcijum se obavezuje da uplati avansnu zakupninu u iznosu od 2.000.000 eura i to na sledeći način:</i></p>	<p><i>The Consortium undertakes to pay advance lease payment in the amount of EUR 2,000,000, in the following way::</i></p>
<ul style="list-style-type: none"> i. iznos od 1.000.000 eura u roku od 8 dana od potpisivanja Aneksa; ii. iznos od 1.000.000 eura u roku od 6 mjeseci od dana donošenja Odluke Skupštine Crne Gore o davanju saglasnosti na ovaj Aneks. 	<ul style="list-style-type: none"> i. the amount of EUR 1,000,000 within 8 days from the signing of the Annex; ii. the amount of EUR 1,000,000 within 6 months from the date of adoption of the Decision of the Parliament of

	<p><i>Montenegro on granting approval to this Annex.</i></p>
3.2 Dodaje se novi član 9.1.9 koji glasi:	<p>3.2 New article 9.1.9 shall be added:</p>
<p><i>U slučaju da Skupština Crne Gore, iz bilo kog razloga, ne donese Odluku o davanju saglasnosti na ovaj Aneks, Vlada se obavezuje da u roku od 8 dana izvrši povraćaj avansne zakupnine iz člana 9.1.3 stav 1 tačka (i).</i></p>	<p><i>In the event that the Montenegrin Parliament, for any reason, fails to issue a Decision on granting approval to this Annex, the Government undertakes to repay the advance lease payment referred to in Article 9.1.3, paragraph 1, item (i) within 8 days.</i></p>
<p><i>U slučaju nedonošenja Odluke iz stave 1 ovog člana primjenjivaće se raskidne klauzule iz člana 31.2.</i></p>	<p><i>In case of non-implementation of the Decision referred to in paragraph 1 of this Article, the termination clauses referred to in Article 31.2 shall apply.</i></p>
4.	4.
4.1. Član 11.1 Ugovora mijenja se i glasi:	<p>4.1. Article 11.1 shall be amended to read:</p>
<p><i>Vlada i Opština se obavezuju da najkasnije do dana predviđenog za završetak Minimalne investicione obaveze obezbijede ukupnu Infrastrukturu i priključke do Lokacije, prema Prostorno planskoj dokumentaciji i shodno iskazanim potrebama Zakupca.</i></p>	<p><i>The Government and the Municipality undertake to provide the total Infrastructure and Connections to the Location, according to the Spatial Planning Documentation and in accordance with the stated needs of the Lessee, by the date stipulated for the completion of the Minimum Investment Commitment.</i></p>
<p><i>Za svako kašnjenje u dogovorenoj dinamici izgradnje Infrastrukture do Lokacije iz člana 11.7 srazmjerno će se produžavati rokovi za završetak Minimalne investicione obaveze.</i></p>	<p><i>For any delay in the agreed dynamics of the construction of the Infrastructure to the Location referred to in Article 11.7, the deadlines for completion of the Minimum Investment Commitment will be extended proportionately.</i></p>
<p><i>Vlada i Opština će, bez naknade, učiniti dostupnim ili omogućiti da bude dostupna Konzorcijumu Infrastruktura do Lokacije i priključci do priključnih tačaka, u skladu sa Prostorno planskom dokumentacijom i koja obezbeđuje neometanu i efikasnu relizaciju Projekta.</i></p>	<p><i>The Government and the Municipality will make available, or ensure to make available, to the Consortium Infrastructure to the Location and connections to connection points, in accordance with the Spatial Planning Documentation, which ensures an unhindered and efficient implementation of the Project.</i></p>
<p><i>Vlada i Opština će obavijestiti Konzorcijum</i></p>	<p><i>The Government and the Municipality will</i></p>

<p><i>o napretku po pitanju izgradnje Infrastrukture do Lokacije i obezbijediće kopije sve neophodne dokumentacije ukoliko Konzorcijum to bude zahtijevao kao i održavati redovne sastanke sa Konzorcijumom na mjesecnom nivou.</i></p>	<p><i>notify the Consortium of progress on the construction of Infrastructure to the Location and provide copies of all necessary documentation if the Consortium requests it as well as hold regular meetings with the Consortium at the monthly level.</i></p>
<p>4.2 Nakon člana 11.1 dodaju se novi članovi koji glase:</p>	<p>4.2 After Article 11.1 new articles shall be added to read:</p>
<p><i>11.1.1. Vlada se obavezuje da će uložiti maksimalne napore da Opština izvrši svoje obaveze iz člana 11.1 ovog Aneksa.</i></p>	<p><i>11.1.1. The Government undertakes to make maximum efforts to ensure that the Municipality will fulfil its obligations under Article 11.1 of this Annex.</i></p>
<p><i>U suprotnom, Vlada će preuzeti izvršenje predmetnih obaveza Opštine bez daljeg odlaganja.</i></p>	<p><i>Otherwise, the Government will take over the execution of the relevant obligations of the Municipality without further delay.</i></p>
<p><i>11.1.2 U slučaju kašnjenja dužeg od 180 dana u odnosu na rok definisan članom 11.7 Vlada se obavezuje da obešteći Konzorcijum za sve eventualne gubitke ili obaveze prema trećim stranama, uključujući i izvođače radova.</i></p>	<p><i>11.1.2 In case of a delay longer than 180 days in relation to the deadline defined in Article 11.7, the Government undertakes to indemnify the Consortium for any losses or liabilities to third parties, including contractors.</i></p>
<p><i>11.1.3 Nakon isteka Minimalne investicione obaveze, Konzorcijum će prenijeti na Opštini i Opština će posjedovati svu Javnu infrastrukturu i priključke unutar Lokacije u skladu sa Zakonom.</i></p>	<p><i>11.1.3 After the expiration of the Minimum Investment Commitment, the Consortium will transfer to the Municipality and the Municipality will own all Public Infrastructure and connections within the Location in accordance with the Law.</i></p>
<p><i>Ukupan iznos investicija za Javnu infrastrukturu i priključke unutar Lokacije koje je izgradio Zakupac prebiće se, po isteku Minimalne investicione obaveze sa iznosom bilo koje naknade za komunalno opremanje.</i></p>	<p><i>The total amount of investments for Public Infrastructure and connections within the Location built by the Lessee will be offset, upon the expiration of the Minimum Investment Commitment, against the amount of any utility fee.</i></p>
<p><i>Obračun naknade za komunalno opremanje vršiće se u skladu sa Zakonom i to za svaku Prijavu građenja pojedinačno. Vlada se obavezuje da omogući da se Projektnoj kompaniji do isteka Minimalne investicione obaveze uredno izdaje predračun od strane Opštine na ime naknada obračunatih u skladu sa prethodnim stavom.</i></p>	<p><i>Calculation of the utility fee will be made in accordance with the Law and for each Construction Application individually. The Government undertakes to enable the Project Company to be duly issued, until the expiration of the Minimum Investment Commitment, a pro forma invoice by the Municipality on account of the fees calculated in accordance with the</i></p>

	<p>preceding paragraph.</p>
4.3 Nakon člana 11.6 dodaje se novi član 11.7 koji glasi:	<p>4.3 After Article 11.6, new Article 11.7 shall be added to read:</p> <p><i>The Government and the Municipality undertake to start building and connecting the Infrastructure to the Location within 6 months from the advance lease payment of the fee referred to in Article 9.1.3 (i), which will include and imply at least the following:</i></p> <ul style="list-style-type: none"> • <i>Launching the expropriation procedure in order to build Infrastructure to the Location;</i> • <i>Call for tenders for the selection of contractor for construction of Infrastructure to the Location;</i> • <i>Signing of the Protocol with a time schedule and financial plan for the implementation of the construction of Infrastructure that will provide an unhindered and efficient implementation of the Project.</i>
5.	5.
5.1 Nakon člana 14.4 dodaje se novi član 14.4 (a) koji glasi:	<p>5.1 After Article 14.4, new article 14.4 (a) shall be added to read:</p> <p><i>The Government and the Municipality will ensure that construction of industrial and/or infrastructure installations that can cause emissions of gases, odors, noise, pollution or generation of waste, and that may jeopardize the attractiveness of the Location such as gas pipelines or similar facilities, will not be allowed during the period of lease within a minimum of 3 km from the external cadastral boundaries of the Location.</i></p>
U slučaju izuzetaka od prethodnog stava, Vlada i Opština su u obavezi da traže saglasnost Konzorcijuma.	<p><i>In the event of exceptions to the preceding paragraph, the Government and the Municipality shall be required to seek the consent of the Consortium.</i></p>
6.	6.
6.1. Član 15 Ugovora se mijenja se u	6.1. Article 15 shall be fully changed to

<p>cjelosti i glasi:</p> <p>Prostorno planska dokumentacija</p> <p>15.1 Vlada će uložiti maksimalne napore da se usvoji Prostorno planska dokumentacija koja će omogućiti Zakupcu da može ispuniti investicionu obavezu iz člana 1.1.32.</p> <p>7.</p> <p>7.1 Član 18.2.1 Ugovora mijenja se i dopunjava tako da glasi:</p> <p>Kontrola investicije će se vršiti dva puta i to: nakon isteka roka od 12 (dvanaest) mjeseci od datuma početka realizacije Minimalne investicione obaveze; i Nakon isteka roka od 5 godina od datuma početka realizacije Minimalne investicione obaveze, nakon što Konzorcijum obavijesti Vladu da je ispunio Minimalnu investicionu obavezu.</p> <p>8. Pravo raskida</p> <p>8.1 Član 31.1.4 mijenja se i glasi:</p> <p>Konzorcijum ne izvrši Minimalnu investicionu obavezu u roku i naknadno ostavljenom roku kako je definisano ovim Aneksom i Ugovorom.</p> <p>8.2 Nakon člana 31.1.6 dodaje se novi član koji glasi:</p> <p>31.1.7 Isključivo u slučaju raskida Ugovora o zakupu u skladu sa članom 31.1.6, Vlada ima pravo da zadrži sve do tada uplaćene iznose na ime avansne zakupnine.</p> <p>8.3 Nakon člana 31.2.2 dodaje se novi član koji glasi:</p>	<p>read:</p> <p>Spatial planning documentation</p> <p>15.1 The Government will make maximum effort to adopt the Spatial Planning Documentation that will enable the Lessee to fulfil the investment commitment referred to in Article 1.1.32.</p> <p>7.</p> <p>7.1 Article 18.2.1 shall be amended to read:</p> <p>The investment control will be carried out twice, as follows: after the expiration of 12 (twelve) months from the date of commencement of the implementation of the Minimum Investment Commitment; and After the expiration of 5 years from the date of commencement of implementation of the Minimum Investment Commitment after the Consortium has informed the Government that it has fulfilled the Minimum Investment Commitment.</p> <p>8. Right to termination</p> <p>8.1 Article 31.1.4 shall be amended to read:</p> <p>The Consortium does not execute the Minimum Investment Commitment within the deadline and subsequently allowed deadline as defined by this Annex and the Agreement.</p> <p>8.2 After Article 31.1.6 new article shall be inserted:</p> <p>31.1.7 In case of termination of the Lease Agreement in accordance with Article 31.1.6, the Government shall have the right to retain all the amounts of advance lease payment paid up to then.</p> <p>8.3 After Article 31.2.2 new article shall be inserted:</p>
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<p>31.2.2 Usvojena Prostorno planska dokumentacija iz člana 15.1 ne omogućava ispunjenje investicione obaveze iz člana 1.1.32, realizaciju Projekta i izgradnju ekskluzivnog turističkog naselja, u kom slučaju Zakupac neće potpisati Protokol o otpočinjanju Minimalne investicione obaveze iz člana 7.1.5, a Vlada se obavezuje da u roku od 15 dana Konzorcijumu izvrši povraćaj sredstava uplaćenih po osnovu avansne zakupnine iz člana 9.1.3.</p>	<p>31.2.2 The adopted Spatial Planning Documentation referred to in Article 15.1 does not enable the fulfillment of the investment commitment referred to in Article 1.1.32, the implementation of the Project and the construction of an exclusive tourist settlement according to the agreed concept of the Parties, in which case the Lessee shall not sign the Minimum Investment Commitment Commencement Protocol referred to in Article 7.1.5, and the Government is obligated to make a refund of funds paid as advance lease payment referred to in Article 9.1.3, within 15 days to the Consortium.</p>
<p>9. Činidbena garancija</p>	<p>9. Performance bond</p>
<p>9.1 Član 32 se mijenja u cijelosti tako da glasi:</p>	<p>9.1 Article 32 shall be fully amended to read:</p>
<p><i>32.1 Strane su saglasne da se izvrši promjena sredstava obezbjeđenja na način što će se iznos Činidbene garancije zamijeniti ekvivalentnim iznosom avansne zakupnine.</i></p>	<p><i>32.1 The Parties agree to make a change in the security in such a way that the amount of the Performance Bond is replaced by the equivalent amount of the advance lease payment.</i></p>
<p><i>Konzorcijum se obavezuje da će tokom trajanja Minimalne investicione obaveze biti u preplati po osnovu zakupnnine, tako da iznos avansne zakupnine ne može iznositi manje od 1.000.000 eura.</i></p>	<p><i>The Consortium undertakes to keep the lease fee overpaid during the Minimum Investment Commitment, so that advance lease payment cannot be less than 1,000,000 Euros.</i></p>
<p><i>Vlada je saglasna da se nakon isteka Minimalnog investicionog perioda, zakupnina plaćena unaprijed, u iznosu od 1.000.000 eura, uraćuna u naredna plaćanja po osnovu zakupa.</i></p>	<p><i>The Government agrees that after the expiration of the Minimum Investment Period, the lease fee that has been paid in advance, in the amount of EUR 1,000,000, shall be counted towards the next lease payments.</i></p>
<p>10. Ostale odredbe</p>	<p>10. Miscellaneous</p>
<p>10.1. Sve ostale odredbe Ugovora ostaju nepromijenjene i na snazi u cijelosti.</p>	<p>10.1. All other provisions of the Agreement shall remain unchanged and fully effective.</p>
<p>10.2 Ovaj Aneks stupa na snagu danom potpisivanja.</p>	

KAO POTVRDA PRETHODNOG Aneks je potписан од Уговорних страна (или њихових овлашћених представника) на дан који је назначен долje.

—. — 2017. године у Подгорици

10.2 This Annex enters into force upon its signature by the Parties.

IN WITNESS WHEREOF this Annex has been signed by the Parties (or their duly authorised representatives) on the date stated hereunder.

— 2017 in Podgorica