

Assignment Agreement

**Related to the right and obligations from the
Agreement on Electric Power Supply [●] from [●]**

This Assignment Agreement (hereinafter: the "**Assignment Agreement**") is concluded on [●] in Tivat, Montenegro between:

1. LUŠTICA BAY ELECTRICITY COMPANY DOO TIVAT, with its seat in Tivat, Novo Naselje Radovići 85323, Tivat Municipality, registered in the Central Registry of Business Entities of Montenegro under the registration number 50857862, tax number 03223108, represented by **Sandra Šipčić**, in her capacity as Executive Director and by **Mohamed AbouArab**, in his capacity as Authorized Representative, (u daljem tekstu: "**Supplier**"); and

2. LUŠTICA DEVELOPMENT AD TIVAT, joint stock company incorporated and existing under the laws of Montenegro, registered with the Central Registry of the Commercial Entities in Podgorica under registration number 40008824, with its corporate seat and its business address at Novo Naselje, Radovići b.b, 85323 Tivat, Montenegro and represented for the purpose of this Agreement by **Raphael Krucker**, in his capacity as Executive Director and by **Mohamed AbouArab**, in his capacity as Authorized Representative (the "**Assignor**"); and

3. [●] ("Assignee").

The Supplier, Assignor and Assignee are hereinafter referred to collectively as the "**Parties**", and each individually as a "**Party**".

PREAMBLE

Whereas, the Supplier and the Assignor, on [●], concluded the Agreement on Electric Power Supply for the apartment [●] (hereinafter: "**Agreement**");

Whereas, the Assignor and the Assignee concluded a sales and purchase agreement for the apartment [●], which stipulates in Article 15 that the Assignee,

Ugovor o ustupanju

**prava i obaveza iz Ugovora o snabdevanju
električnom energijom [●] od [●]. godine**

Ovaj Ugovor o ustupanju (u daljem tekstu: "**Ugovor o ustupanju**") je zaključen dana [●]. godine, u Tivtu, u Crnoj Gori, između:

1. LUŠTICA BAY ELECTRICITY COMPANY DOO TIVAT, sa sjedištem u Tivtu, Novo Naselje Radovići 85323, Tivat, registrovano kod Centralnog Registra Privrednih subjekata u Podgorici pod registarskim brojem 50857862, NP.PIB brojem 03223108, koje zastupa **Sandra Šipčić**, u svojstvu Izvršne direktorice i **Mohamed AbouArab**, u svojstvu ovlašćenog zastupnika (u daljem tekstu: "**Snabdjevač**"); i

2. LUŠTICA DEVELOPMENT AD TIVAT, akcionarsko društvo koje je osnovano i postoji u skladu sa zakonima Crne Gore, upisano u Centralni registar privrednih subjekata u Podgorici pod registarskim brojem 40008824, sa sjedištem i službenom adresom u Novom Naselju, Radovići bb, 85323 Tivat, Crna Gora i koje za potrebe ovog Ugovora zastupaju **Raphael Krucker**, u svojstvu Izvršnog direktora i **Mohamed AbouArab**, u svojstvu Ovlašćenog zastupnika ("**Ustupilac**"); i

3. [●] ("Prijemnik");

Snabdjevač, Ustupilac i Prijemnik su u daljem tekstu zajedno "**Ugovorne strane**", a svaki pojedinačno "**Ugovorna strana**".

PREAMBULA

Budući da, su Snabdjevač i Ustupilac, dana [●]. godine, zaključili Ugovor o snabdijevanju električnom energijom za stan [●] (u daljem tekstu: "**Ugovor**");

Budući da su Ustupilac i Prijemnik zaključili ugovor o kupoprodaji za stan [●] kojim je članom 15 predviđeno da Prijemnik potpisivanjem Zapisnika o

by signing the Transfer and Acceptance Act, when assigning the Apartment for its temporary use, becomes a user of the closed electricity distribution system Luštica Bay and from that moment on enters into the obligation to pay monthly bills for consumed electricity;

Whereas, the Assignor wishes to cede and transfer to the Assignee all the Assignor's rights and obligations in accordance with the aforementioned Agreement, in order to fulfill the conditions for issuing and delivering invoices to the Assignee for the consumed electricity within the prescribed period after the end of the accounting period by the Supplier, in accordance with the Agreement;

Whereas, the Supplier agrees that the Assignor can assign the rights and obligations from the Agreement to the Assignee;

Whereas, the Assignee wishes to assume all of the Assignor's rights and obligations in accordance with the aforementioned Agreement.

Now, therefore, the Parties have agreed as follows:

predaji i prihvatanju, prilikom ustupanja Stana na njegovo Privremeno korišćenje, postaje korisnik Zatvorenog Distributivnog sistema Luštica Bay pri čemu od tog momenta stupa u obavezu plaćanja mjesecnih računa za utrošenu električnu energiju;

Budući da Ustupilac želi da ustupi i prenese na Prijemnika sva Ustupiočeva prava i obaveze u skladu sa navedenim Ugovorom, u cilju ispunjavanja uslova za izdavanje i dostavljanje računa Prijemniku za utrošenu električnu energiju u propisanom roku od isteka obračunskog perioda od strane Snabdijevača, u skladu sa Ugovorom;

Budući da je Snabdijevač saglasan da Ustupilac izvrši ustupanje prava i obaveza iz Ugovora na Prijemnika;

Budući da Prijemnik želi da preuzme sva Ustupiočeva prava i obaveze u skladu sa navedenim Ugovorom;

INTERPRETATION

TUMAČENJE

- (a) In this Agreement, unless the context otherwise requires, words denoting the singular include the plural and vice versa.
- (b) In this Agreement, a reference to a specified Clause or Section shall be construed as a reference to that specified Clause or Section of this Agreement.
- (c) Except for the terms expressly defined herein, all terms defined in the Agreement and the concluded contract of sale for apartment [●] used in this Agreement shall have the meanings assigned to them in said agreements.

- (a) U ovom Ugovoru, osim ako kontekst drugačije ne nalaže, riječi koje označavaju jedinu uključuju i množinu i obrnuto.
- (b) U ovom Ugovoru, upućivanje na određeni član ili odjeljak tumači se kao upućivanje na taj konkretni član ili odjeljak ovog Ugovora.
- (c) Sa izuzetkom termina ovdje izričito definisanih, svi termini definisani u Ugovoru i zaključenom ugovoru o kupoprodaji za stan [●] koji se koriste u ovom Ugovoru imaju značenje koje im je dodijeljeno u navedenim ugovorima.

1.1. On the date of signing this Assignment Agreement, the Assignee accepts, and the Assignor irrevocably cedes all the rights and obligations from the Agreement which is attached as Appendix 1 to this Assignment Agreement.

1.2. The Supplier gives its consent to the transfer of Agreement to the Assignee.

Article 2 – Rights and Obligations

2.1. Hereby the Assignor assigns and the Assignee assumes all the rights and obligations of the Assignor in accordance with the mentioned Agreement.

2.2 Upon entry into force of this Assignment Agreement, the Supplier acquires the authority to issue and submit monthly invoices for consumed electricity within the prescribed period of the end of the accounting period in accordance with the Agreement on behalf of the Assignee.

2.3 The Supplier agrees and, by signing this Assignment Agreement irrevocably confirms that they will not contest the assignment and waive any claims, causes of action, and legal remedies they may have against the Assignor in connection with it.

Articles 3 - Effectiveness

3.1. This Agreement enters into force on [●]. The Parties hereby agree and acknowledge that this Assignment Agreement shall be deemed signed upon provision of original and/or scanned copy of the signed contract by e-mail by both Parties.

Article 4 - Representations and Guarantees

4.1 The Parties have entered into this Assignment Agreement in the capacity of independent contracting Parties.

4.2 Each Party covenants that it has and will continue to have throughout the term of this

1.1. Danom zaključenja ovog Ugovora o ustupanju, Prijemnik prihvata, a Ustupilac neopozivo ustupa sva prava i obaveze iz Ugovora koji je priložen kao Dodatak 1 uz ovaj Ugovor o ustupanju.

1.2. Snabdjevac daje svoju saglasnost na ustupanje navedenog Ugovora Prijemniku.

Član 2 – Prava i obaveze

2.1. Ustupilac ustupa a Prijemnik ovim preuzima sva prava i obaveze Ustupioca u skladu sa navedenim Ugovorom.

2.2 Stupanjem na snagu ovog Ugovora o ustupanju Snabdjevac stiče ovlašćenje za izdavanje i dostavljanje mjesecnih računa za utrošenu električnu energiju u propisanom roku od isteka obračunskog perioda u skladu sa Ugovorom na ime Prijemnika.

2.2 Snabdjevac je saglasan i potpisivanjem ovog Ugovora o ustupanju neopozivo potvrđuje da neće osporavati izvršeno ustupanje i odriče se bilo kakvog zahtjeva, uzročnih prava i pravnih ljekaza koje može imati protiv Ustupioca u vezi sa istim.

Član 3 - Stupanje na snagu

3.1. Ovaj Ugovor o ustupanju stupa na snagu dana [●] godine. Strane su saglasne i potvrđuju da će se ovaj Ugovor o ustupanju smatrati potpisanim nakon što Strane dostave originalni i/ili skenirani primjerak potписанog ugovora putem elektronske pošte.

Član 4 - Zastupanje i garancije

4.1 Ugovorne strane pristupaju ovom Ugovoru o ustupanju u svojstvu nezavisnih ugovornih Strana.

4.2 Svaka Ugovorna strana se obavezuje da ima i da će tokom trajanja ovog Ugovora o ustupanju imati

Assignment Agreement the full right to enter into this Assignment Agreement and to perform its obligations hereunder.

puna prava na zaključenje ovog Ugovora o ustupanju i ispunjavanje svojih obaveza u skladu sa njim.

Article 5 - Completeness of Agreement and Amendments

Član 5 - Potpunost Ugovora i njegove izmjene

5.1 The Assignment Agreement hereof shall be binding for Parties. Except as expressly set out herein, no amendment, modification or variation to this Assignment Agreement shall be binding upon the Parties unless agreed by the Parties in writing.

5.1 Ovaj Ugovor o ustupanju je obavezujući za Strane. Osim ako je izričito predviđeno ovim Ugovorom o ustupanju, nikakve izmjene i dopune, modifikacije ili varijacije ovog Ugovora o ustupanju neće biti obavezujuće za Strane, osim ako se ne postigne dogovor između Strana u pisanim oblicima.

Article 6 - Applicable Law and Jurisdiction

Član 6 - Primjenjivi zakoni i nadležnost

6.1 This Assignment Agreement shall be governed by and construed in accordance with the laws of Montenegro.

6.1 Ovaj Ugovor o ustupanju će biti regulisan i tumačen u skladu sa zakonima Crne Gore.

6.2 In the event of potential differences in opinions or disputes arisen from this Assignment Agreement related to the interpretation or implementation of its provisions, Parties will try to solve the dispute by agreement. If they fail, Parties disputes fall within the jurisdiction by the competent court in Montenegro.

6.2 Eventualne nesporazume u razumijevanju koji mogu da se pojave u vezi sa interpretacijom i implementacijom odredbi ovog Ugovora o ustupanju, Strane će pokušati da riješe sporazumno. Ukoliko u tome ne uspiju, sporove će rješavati nadležni sud u Crnoj Gori.

Article 7 – Miscellaneous

Član 7 – Razno

7.1 The Parties have individually agreed and jointly drafted this Assignment Agreement.

7.1 Strane su se pojedinačno saglasile i zajednički sastavile ovaj Ugovor o ustupanju.

7.2. This Agreement is made in the English and Montenegrin language. In case of discrepancies between the two language versions, the Montenegrin version shall prevail.

7.2. Ovaj Ugovor o ustupanju je sačinjen na engleskom i crnogorskom jeziku. U slučaju neslaganja između ove dvije verzije, crnogorska verzija će prevladati.

7.3 All the data and information that the Parties exchange for the purpose of the implementation of this Agreement, as well as the other data and parameters that refer to the success of the performance of this Agreement, represent the trade secret of the Parties and shall remain confidential.

7.3 Svi podaci i informacije koje Strane razmjenjuju u cilju realizacije ovog Ugovora, kao i drugi podaci i parametri koji se tiču načina i uspješnosti izvršavanja ovog Ugovora, predstavljaju poslovnu tajnu Strana i ostić će povjerljive.

7.4 Any notice, communication, or document to be given to a Party pursuant to this Agreement shall be sent by personal delivery, mail or courier, electronic mail, facsimile transmission or other similar means of communication, and shall be deemed to have been duly made and delivered on the date recorded in the acknowledgement of receipt. Notwithstanding the above, the Parties agree and hereby confirm that the delivery be considered duly executed without acknowledgement of receipt (i) on the date of receipt of written confirmation from the postal or courier service that the delivery could not be executed for any reason (including but not limited to the case when a Party refused to receive a document that has been sent); or (ii) on the first day after the expiry of three (days) upon re-sending of notices or documents via email, fax or other similar means of communication.

The contact details relevant for deliveries are:

a) for the Supplier: **LUŠTICA BAY ELECTRICITY COMPANY DOO TIVAT**

Address: Novo Naselje Radovići 85323, Tivat

Email: info@lbec.co.me

b) for the Assignor: **Luštica Development AD Tivat**

Address: Novo Naselje, Radovići b.b., 85323 Tivat, Montenegro

Email: collections@lesticadevelopment.com

c) for the Assignee: [●]

Address: [●]

Email: [●]

7.4 Sva obavještenja, komunikacije ili dokumenti, koji se upućuju drugoj Ugovornoj strani u skladu sa ovim Ugovorom, šalju se putem lične dostave, poštom ili kurirskom službom, elektronskom poštom, faksom ili drugim sličnim sredstvima komunikacije i smatraće se da su uredno izvršena i dostavljena na dan prijema koji je evidentiran u povratnici o prijemu. Bez obzira na gore navedeno, Ugovorne Strane su saglasne i ovim potvrđuju da će se dostava smatrati uredno izvršenom i bez prijema povratnice (i) na dan prijema pismene potvrde poštanske ili kurirske službe da se dostava nije mogla izvršiti iz bilo kog razloga (uključujući ali ne ograničavajući se na slučaj kada Ugovorna strana odbija da primi upućeni dokument); ili (ii) prve naredne dana nakon isteka tri (dana) nakon ponovnog upućivanja obavještenja ili dokumenti elektronskom poštom, faksom ili drugim sličnim sredstvima komunikacije.

Kontakt detalji relevantni za dostavu su:

a) za Dobavljača: **LUŠTICA BAY ELECTRICITY COMPANY DOO TIVAT**

Adresa: Novo Naselje Radovići 85323, Tivat

Email: info@lbec.co.me

b) za Ustupioca: **Luštica Development AD Tivat**

Adresa: Novo Naselje, Radovići b.b., 85323 Tivat, Crna Gora

Email: collections@lesticadevelopment.com

c) za Prijemnika: [●]

Adresa: [●]

Email: [●]

Signatures/Potpisi

For the Supplier / Za Dobavljača

Sandra Šipčić, Executive Director / Izvršna direktorica

Mohamed AbouArab, Authorized Representative /
Ovlašćeni zastupnik

For the Assignor / Za Ustupioca

Raphael Krucker, Executive Director / Izvršni direktor

Mohamed AbouArab, Authorized Representative /
Ovlašćeni zastupnik

For the Assignee / Za Prijemnika

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Appendix 1 / Dodatak 1
Agreement / Ugovor