

## UGOVOR O ZAJMU

Zaključen između:

1. **KEYSTONE ICG LTD**, Tortola Pier Park, Building 1, Second Floor, Wickhams Cay I, Road Town, Tortola, Britanska Djevičanska Ostrva, reg. broj 1945278, koju po punomoćju zastupa Juliana Khindy, sa međunarodnim pasošem Ruske Federacije broj: 71 6074269, u daljem tekstu Zajmodavac;
2. **MONTE BISER DOO** iz Herceg Novog, ul. Nikole Ljubibratića bb, reg.broj 5-0549280/002, matični broj 02767112, koje zastupa ovlašćeni zastupnik Sergey Bakanin iz Ruske Federacije broj pasoša P RUS 51 5897313, u daljem tekstu Zajmoprimac;

### Član 1. Iznos zajma

Zajmodavac, kompanija **KEYSTONE ICG LTD** daje u zajam Zajmoprimcu kompaniji **MONTE BISER d.o.o.** iznos od 554.796,00€ (pet stotina pedeset četiri hiljade sedam stotina devedeset šest eura).

Navedeni iznos biće uplaćen Zajmoprimcu nakon što isti izvrši upis založne izjave i prava zaloge u korist Zajmodavca kod nadležne Uprave za nekretnine, i to sa računa Zajmodavca na račun Zajmoprimca prema instrukcijama koje čine sastavni dio ovog Ugovora, na način i u rokovima iz člana 3 Ugovora.

### Član 2. Razlozi zajma

Navedeni zajam daje se radi završetka građevinskih radova na objektima koje izvodi Zajmoprimac, a koji se nalaze na kat.parcelama označenim brojevima 1028/2 i 1029/5 (urbanistička parcela 4); 1027/3 i 1027/6 (urbanistička parcela 5);

## LOAN AGREEMENT

concluded between:

1. **KEYSTONE ICG LTD**, Tortola Pier Park, Building 1, Second Floor, Wickhams Cay I, Road Town, Tortola, British Virgin Islands, registration number 1945278, represented under the Power of Attorney by Juliana Khindy, with international passport of Russian federation number: 71 6074269, hereinafter referred to as: Lender;
2. **MONTE BISER DOO** from Herceg Novi, ul. Nikole Ljubibratića bb, reg. number 5-0549280/002, company number 02767112, represented by authorized representative Sergey Bakanin from Russian Federation, passport number P RUS 51 5897313, hereinafter Borrower;

### Article 1. Loan amount

The Lender, company **KEYSTONE ICG LTD** lends to the Borrower, the company **MONTE BISER d.o.o.** the amount of 554.796,00€ (five hundred fifty-four thousand seven hundred ninety-six euro).

The above amount will be paid to the Borrower after the same enters the registration of the pledge statement in favor of the Lender at competent Real estate Administration, from Lender's account to Borrower's account, as per the instructions that make an integral part of this Agreement, in the manner and within the terms referred to in Article 3 of this Agreement.

### Article 2. Reasons for the loan

The above loan is granted for the purposes of finishing the construction works on the facilities executed by the Borrower, which are located on cadastral parcels designated by numbers 1028/2 and 1029/5 (urban parcel 4);

1027/1 (urbanistička parcela 6), upisanim u LN br 208 KO SMRČJE, u naselju Jezerine, Opština Kolašin, a koji su u trenutku zaključivanja ovog Ugovora sagrađeni do sledećeg nivoa: objekti su potpuno izgrađeni, ukrovljeni, potrebno je da se izvede fasada i unutrašnji radovi, da se razvedu tehničke instalacije, izvrši uređenje terena oko objekata, kao i drugi radovi, potrebni za tehnički prijem objekata.

Objekat na urbanističkoj parceli broj 4 se gradi po osnovu građevinske dozvole Opštine Kolašin br. 05-234/up od dana 24.04.2014. godine.

Objekat na urbanističkoj parceli broj 5 se gradi po osnovu građevinske dozvole Opštine Kolašin br. 05-235/up od dana 24.04.2014. godine.

Objekat na urbanističkoj parceli broj 6 se gradi po osnovu građevinske dozvole Opštine Kolašin br. 05-236/up od dana 24.04.2014. godine.

S obzirom na to da je rok važenja predmetnih građevinskih dozvola istekao, to se potpisivanjem ovog Ugovora Zajmoprimac obavezuje da produži/obnovi naprijed navedene stare dozvole ili da pribavi nove dozvole sa uslovima koji su jednaki ili povoljniji u odnosu na uslove gradnje iz starih dozvola.

Zajmoprimac je obavezan da svakog meseca daje Zajmodavcu izveštaje o utrošku iznosa zajma, koji će sadržati spisak kupljenih materijala i (ili) izvršenih radova, kao i fotografije objekata. Na zahtjev Zajmodavca, Zajmoprimac je takođe dužan da dostavi dokumentaciju, kojom se potvrđuju nastali troškovi. Zajmodavac ima pravo da pošalje svog zastupnika radi kontrole vršenja radova, a Zajmoprimac je obavezan da obezbijedi zastupniku dostup na objekte.

### Član 3.

#### Način izdavanja zajma

Iznos zajma će biti uplaćen Zajmoprimcu prema sledećoj dinamici:

- 154 796,00 € – do 15 decembra 2018 godine;
- 80 000,00 € – do 15 januara 2019 godine;

1027/3 and 1027/6 (urban parcel 5); 1027/1 (urban parcel 6), registered in real estate folio number 208 Cadastral municipality SMRČJE, in the settlement Jezerine, Municipality of Kolašin, which at the moment of this Agreement have been built up to the following level: facilities are fully built, roofed, still required facade and interior works, to distribute technical installations, landscaping around the facilities, as well as other works required for the technical acceptance of the facility.

The facility on urban parcel number 4 is built under the building permit of Municipality of Kolašin number 05-234/up of 24.04.2014.

The facility on urban parcel number 5 is built under the building permit of Municipality of Kolašin number 05-235/up of 24.04.2014.

The facility on urban parcel number 6 is built under the building permit of Municipality of Kolašin number 05-236/up of 24.04.2014.

Considering the validity period of building permits in question has expired, by signature to this Agreement the Borrower commits to extend/renew the above mentioned old permits or obtain new permits with the conditions that are equal or more favorable in relation to building conditions from old permits.

The Borrower shall every month provide the Lender with reports on spending of loan amount, which will comprise the list of purchased materials and (or) executed works, as well as facility photos. On Lender's demand, the Borrower shall submit the documentation verifying the costs incurred. The Lender shall be entitled to send its representative for the purposes of controlling the execution of works and the Borrower shall provide access to facilities to the representative.

### Article 3.

#### Method of issuing loan

The loan amount will be paid to the Borrower under the following schedule:

- 154 796,00 € – by 15 December 2018 ;
- 80 000,00 € – by 15 January 2019;

- 95 000,00 € – do 15 februara 2019 godine;
- 95 000,00 € – do 15 marta 2019 godine;
- 80 000,00 € – do 15 aprila 2019 godine;
- 50 000,00 € – do 15 maja 2019 godine.

Kako se zajam daje isključivo za svrhe, navedene u članu 2 Ugovora, sledeća rata će biti uplaćena tek kada Zajmoprimac dostavi izveštaj o utrošku prethodne rate zajma u svrhu izgradnje. Ova uslov se ne odnosi na uplatu prve rate u iznosu od 154 796, 00 €.

Troškove provizije banke prilikom izdavanja zajma snosi pošiljalac ili Zajmodavac.

#### **Član 4. Rok vraćanja zajma**

Navedeni zajam daje se na rok do 15.05.2021. godine.

Rok za vraćanje zajma može se produžiti po pismenom sporazumu Ugovornih strana.

#### **Član 5. Kamata**

Navedeni zajam daje se uz kamatnu stopu od 1% godišnje.

Kamata se obračunava od dana prijema novca na bankovni račun Zajmoprimca pa do dana vraćanja cjelokupnog iznosa zajma na račun Zajmodavca. Ukoliko se zajam vraća u delovima, kamata se obračunava na nevraćeni dio zajma.

#### **Član 6. Način vraćanja zajma**

Cjelokupni iznos zajma zajedno sa pripadajućom kamatom biće vraćen jednokratno ili u ratama uplatom na bankovni račun prema instrukcijama koje Zajmoprimac dobije od Zajmodavca, a najkasnije u roku koji je predviđen članom 3 ovog Ugovora.

Zajam može da bude vraćen i prijevremeno.

- 95 000,00 € – by 15 February 2019;
- 95 000,00 € – by 15 March 2019;
- 80 000,00 € – by 15 April 2019;
- 50 000,00 € – by 15 May 2019.

Since the loan is granted solely for the purposes indicated in Article 2 of the Agreement, the next instalment will be paid only when the Borrower submits the report on spending of the previous loan instalment for the purposes of building. This condition does not refer to the payment of the first instalment in the amount of 154, 796. 00 €.

Costs of bank charges at issuance of the loan shall be borne by the sender of Lender.

#### **Article 4. Loan repayment period**

The above loan shall be granted for the period until 15.05.2021.

Loan repayment period may be extended by written agreement of contracting parties.

#### **Article 5. Interest**

The above loan shall be granted with interest rate of 1% a year.

The interest shall be calculated from the date of money receipt to the Borrower's bank account until the date of repayment of the entire loan amount to Lender's account. If the loan is repaid in instalments, the interest shall be calculated on a part of the loan not repaid.

#### **Article 6. Method of loan repayment**

The entire loan amount together with affiliated interest will be repaid in single payment or in instalments by payment to the bank account as per the instructions received by the Borrower from the Lender, no later than within the period stipulated by Article 3 of this Agreement.

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Troškove bankovne provizije prilikom povraćaja novca snosi pošiljalac ili Zajmoprimac.

#### Član 7. Založna izjava

Zajmoprimac se obavezuje da će nakon zaključenja ovog Ugovora dati založnu izjavu kod nadležnog notara i opteretiti navedene nepokretnosti iz Člana 2. ovog Ugovora, sa ekstenzivnim dejstvom na objektima koji trebaju biti izgrađeni na istim, u svojstvu obezbjeđenja povraćaja iznosa zajma i kamate na isti u utvrđenim rokovima i svih drugih prava koja proističu iz založne izjave za Zajmoprimca.

Nakon podnošenja založne izjave i upisa prava založne u korist Zajmodavca na nekretnine iz člana 7 ovog Ugovora Zajmodavac će transferisati novac Zajmoprimcu.

#### Član 8. Odgovornost strana

U slučaju da sredstva dobijena po ovom Ugovoru o zajmu Zajmoprimac koristi nenamjSKI, odnosno u suprotnosti sa članom 2. ovog Ugovora, ili ne vrati iznos zajma sa pripadajućom kamatom u roku i na način utvrđen članovima 3. i 4. ovog Ugovora, Zajmodavac ima pravo da pokrene postupak prodaje založenih nepokretnosti, u skladu sa važećim crnogorskim zakonima.

U slučaju da Zajmoprimac prekrši rok vraćanja zajma i (ili) kamate na isti, Zajmodavac ima pravo da traži plaćanje zatezne kamate u iznosu od 0,03% od nevraćenog iznosa zajma i (ili) kamate na isti, za svako dan kašnjenja.

#### Član 9. Raskid ugovora

U slučaju da založno pravo u korist

The loan may be repaid early.  
Costs of the bank charges at money repayment shall be borne by the sender or Borrower.

#### Article 7. Pledge statement

The Borrower shall, after the conclusion of this Agreement, give the pledge statement before a competent Notary and encumber the above real estate referred to in Article 2 of this Agreement, with extensive effect to facilities that have to be built on the same, in the capacity of securing the loan amount repayment as well as the interest on the same within the stipulated terms and all other rights emanating from the Borrower's pledge statement.

After submitting the pledge statement and registering the pledge rights in favor of the Lender on real estate referred to in Article 7 of this Agreement, the Lender shall transfer money to the Borrower.

#### Article 8. Liability of parties

In case the Borrower uses funds received under this Agreement in a nondedicated manner, i.e. contrary to Article 2 of the Agreement, or fails to repay the loan amount with affiliated interest within the period and in the manner laid down by Articles 3 and 4 of this Agreement, the Lender shall be entitled to initiate the procedure of sale of pledged real estate, in accordance with applicable Montenegrin legislation.

In case the Borrower breaches the loan repayment period and (or) interest on the same, the Lender shall be entitled to ask for the payment of default interest in the amount of 0,03% of unreturned loan amount and (or) interest on the same, for each day of delay.

#### Article 9. Termination of the Agreement

In case the lien in Lender's favor is not

Zajmodavca ne bude upisano kod nadležne Uprave za nekretnine PJ Kolašin u zakonskom roku ili upis bude odbijen, Ugovor se smatra raskinutim.

#### Član 10. Izmjene i dopune

Ovaj Ugovor može biti izmijenjen, modifikovan ili dopunjen samo u pismenoj formi sa potpisima opunomoćenih predstavnika Ugovornih strana ovjerenim kod nadležnog notara.

#### Član 11. Obavještenja

Svako obavještenje, koje je potrebno dostaviti bilo kojoj od Strana ovog Ugovora, može da bude poslato na bilo koji razuman način, pod uslovom da bude sastavljeno u pismenoj formi i potpisano od strane ovlašćenog lica Ugovorne strane.

Obavještenje treba da bude sastavljeno u pismenoj formi i poslato unaprijed preporučenom poštom, kurirskom službom, faksom ili elektronskom poštom na sledeće adrese:

- za Zajmodavca:  
**KEYSTONE ICG LTD**  
Tortola Pier Park, Building 1, Second Floor, Wickhams Cay I, Road Town, Tortola, Britanska Djevičanska Ostrva,  
e-mail: [kev@keystone-global.co](mailto:kev@keystone-global.co)  
telefon: +79025150150
- Заемщику:  
**MONTE BISER DOO**  
Herceg Novi, ul. Nikole Ljubibratića bb  
e-mail: [s9804@yandex.ru](mailto:s9804@yandex.ru)  
telefon: +3826927121

Strane su obavezne da obavještavaju jedna drugu o svakoj promjeni adrese najmanje 7 dana prije nastanka promjene adrese ili drugih podataka od značaja za korespondenciju između Ugovornika.

registered before the competent Real estate Administration Regional unit Kolašin within the statutory period, or the registration is rejected, the Agreement shall be deemed terminated.

#### Article 10. Amendments

This Agreement may be amended, modified or supplemented only in writing and signed by authorized representatives of contracting parties certified before a competent Notary.

#### Article 11. Notifications

Any notification required to be delivered to any of the parties hereto may be sent in any reasonable manner, provided it is composed in writing and signed by the authorized person of the Contracting party.

Notification should be compiled in writing and sent in advance by registered mail, by courier service, by fax or electronically to the following addresses:

- For Lender:  
**KEYSTONE ICG LTD**  
Tortola Pier Park, Building 1, Second Floor, Wickhams Cay I, Road Town, Tortola, British Virgin Islands,  
e-mail: [kev@keystone-global.co](mailto:kev@keystone-global.co)  
Telephone: +79025150150
- For Borrower:  
**MONTE BISER DOO**  
Herceg Novi, ul. Nikole Ljubibratića bb  
e-mail: [s9804@yandex.ru](mailto:s9804@yandex.ru)  
Telephone: +3826927121

Parties shall notify each other of any change of the address at least 7 days before the actual change of address or other data of relevance for correspondence between the

**Član 12.**  
**Rješavanje sporova/Nadležnost suda**

U slučaju eventualnog spora koji može nastati zaključenjem ovog ugovora, ugovorne strane su saglasne da isti rješavaju mirnim putem.

Ukoliko ne budu mogle postići sporazum oko nastalog spora, stranke ugovaraju nadležnost Privrednog suda u Podgorici.

**Član 13.**  
**Troškovi**

Svi troškovi koji nastanu zaključenjem ovog Ugovora snosi Zajmoprimac (sačinjavanje, ovjera, takse i sl.).

**Član 14.**

Ovaj ugovor sačinjen je u 6 (šest) istovjetih primjerka, jedan za potrebe ovjere kod Notara, jedan za potrebe upisa po osnovu založne izjave u katastar nepokretnost, po jedan za potrebe banaka Zajmodavca i Zajmoprimca i po jedan za ugovorne strane.

Ovaj Ugovor je sačinjen na crnogorskom i engleskom jeziku.

U slučaju sudskog spora ugovorne strane su saglasne da će Ugovor na crnogorskom jeziku biti vjerodostojan za potrebe postupka.

Na sve ostale odnose između ugovornih strana, koji nisu regulisani ovim Ugovorom, primjenjivaće se važeći zakoni Crne Gore.

U znak prihvatanja i razumijevanja svih odredbi ovog Ugovora isti ga svojevolumno potpisuju.

U Herceg-Novom, dana 05.decembra 2018.godine

Contracting parties.

**Article 12.**  
**Dispute resolution/Competence of the court**

In case of a possible dispute that may arise by entry into this Agreement, the Contracting parties agree to resolve the same amicably.

If they are not able to reach the agreement about the dispute, the parties shall agree on competence of the Commercial court in Podgorica.

**Article 13.**  
**Costs**

All costs incurred by entry into this Agreement shall be borne by the Borrower (preparation, certification, fees, etc).

**Article 14.**

This Agreement has been made in 6 (six) identical copies, one for the certification purposes before the Notary, one for the needs of registration under the pledge statement into the cadastre of real estate, one for the needs of both Lender's and Borrower's banks and one for each contracting party.

This Agreement has been made in Montenegrin and English language.

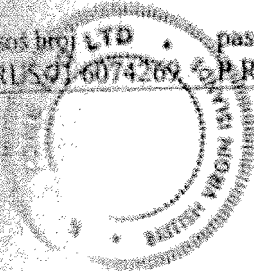
In case of a court dispute, the contracting parties agree that Agreement in Montenegrin language will be authentic for the purposes of procedure.

Applicable laws of Montenegro shall apply to all other relations between the contracting parties that have not been governed by this Agreement.

As a sign of acceptance and understanding of all provisions of this Agreement the same set their hands onto it.

In Herceg Novi, on 5 of December 2018.

Zajmodavac:	Zajmoprimac:	Lender:	Borrower:
<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	
KEYSTONE ICG LTD	MONTE BISER DOO	KEYSTONE ICG LTD	MONTE BISER DOO
Juliana Khindy, Ruska Federacija	Sergey Bakanin Ruska Federacija	Juliana Khindy Russian Federation	Sergey Bakanin Russian Federation
pasos broj LTD P RUS 01 6074269	pasos broj P RUS 51 5897313	Passport number P RUS 71 6074269	passport number P RUS 51 5897313



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