

APPENDIX A

ANNEX TO THE LEASE AGREEMENT AND MANAGEMENT AGREEMENT

TERMS OF LEASE

This Annex to the Lease Agreement and Management Agreement (hereinafter referred to as: "**Appendix A**") is entered into in Belgrade, on November 13, 2023, by and between the following Parties:

Business name: DRUŠTVO SA OGRANIČENOM ODGOVORNOŠĆU KLUPKO, PANČEVO

Registered Office: Milosa Obrenovica Street no. 12, 26000 Pancevo, Republic of Serbia

Registry Code: 08057427

Tax Identification Number: 105009455

Represented by: Lev Raphael Edward Lyon Weiss, in the capacity of General Manager and Nir Sidal, in the capacity of Other Representative

E-mail: officebg@big-cee.com

Telephone: + 381 11 7857 090

(hereinafter: the "**Landlord**")

and

Business name: Lubar d.o.o. Beograd

Registered Office: Kneza Mihaila Street no. 18, 11000 Belgrade-Stari Grad

Registry Code: 21927457

Tax Identification Number: 113797821

Represented by: Darko Paradinović, in the capacity of General Manager

E-mail: darkopara@gmail.com

Telephone: 060 6666 666

(hereinafter: the "**Tenant**")

The Landlord and the Tenant shall be hereinafter collectively referred to as the "**Parties**" and individually as the "**Party**".

PRILOG A

ANEKS UGOVORA O ZAKUPU I UGOVORA O PRUŽANJU MENADŽMENT USLUGA

USLOVI ZAKUPA

Ovaj Aneks Ugovora o zakupu i Ugovora o pružanju Menadžment Usluga (u daljem tekstu: "**Prilog A**"), zaključen je u Beogradu, dana 13.11.2023. godine, između:

Poslovno ime: DRUŠTVO SA OGRANIČENOM ODGOVORNOŠĆU KLUPKO, PANČEVO

Registrovano sedište: Ul. Miloša Obrenovića br. 12, 26000 Pančevo, Republika Srbija

Matični broj: 08057427

Poreski identifikacioni broj: 105009455

Koje zastupa: Lev Raphael Edward Lyon Weiss, u svojstvu direktora i Nir Sidal, u svojstvu ostalog zastupnika

E-mail: officebg@big-cee.com

Telefon: + 381 11 7857 090

(u daljem tekstu: "**Zakupodavac**")

i

Poslovno ime: Lubar d.o.o. Beograd

Registrovano sedište: Ul. Kneza Mihaila br. 18, 11000 Beograd-Stari Grad

Matični broj: 21927457

Poreski identifikacioni broj: 113797821

Koje zastupa: Darko Paradinović, u svojstvu direktora

E-mail: darkopara@gmail.com

Telefon: 060 6666 666

(u daljem tekstu: "**Zakupac**")

Zakupodavac i Zakupac će u daljem tekstu biti zajedno označeni kao "**Ugovorne strane**", a pojedinačno kao "**Ugovorna strana**".



1. INTRODUCTION AND INTERPRETATION

- 1.1 The statements in this Appendix A herein supplement, specify and/or amend the contents of the body of the Lease Agreement (hereinafter referred to as: the "**Lease Agreement**") and the Management Agreement (hereinafter referred to as: the "**Management Agreement**") entered into in Belgrade, on November 13, 2023 by the Parties and shall be deemed an integral and inseparable part thereof.
- 1.2 All other provisions of the Lease Agreement and the Management Agreement which are not explicitly modified by this Appendix A, shall remain in full force and be applied unchanged.
- 1.3 Unless otherwise stated explicitly in this Appendix A, each provision and/or definition and/or term and/or phrase shall be granted the meaning and/or substance as specified in the Lease Agreement and/or the Management Agreement.

2. BUILDING AND LAND

- 2.1 Object - retail park "BIG Pančevo", Milosa Obrenovica 12 ("**Shopping Center**"), consisting of retail commercial buildings, built on the cadastral lot no. 4733/1 and 4733/2, Cadastral Municipality Pancevo, closely described in the sheet no. 11835 ("**Land**").

3. LEASED PREMISES

- 3.1 The premises located in the Shopping Center, **Unit No. P1** as marked in the plans attached to the Lease Agreement as Appendix "B".

The Parties mutually state that the Leased Premises shall include a total area of 10 (ten) parking spaces, as well as that it will consist of the 5 (five) boxes for car wash, 1 (one) technical room, 1 (one) room for the sale of tokens and covered works with 2 vacuum cleaners ("**Car wash**").

Tenant is obliged, at his own expense, to equip the Car wash with an electricity connection with a total power of 66 kW, of which 60 kW is for the washing machines

1. UVODNE ODREDBE I ZNAČENJE IZRAZA

- 1.1 Odredbe ovog Priloga A dopunjuju, preciziraju i/ili menjaju sadržinu osnovnog Ugovora o zakupu (u daljem tekstu: "**Ugovor o zakupu**") i Ugovora o pružanju menadžment usluga (u daljem tekstu: "**Ugovor o pružanju menadžment usluga**") zaključenih između Ugovornih strana u Beogradu, dana 13.11.2023. godine i smatraju se njihovim sastavnim i neodvojivim delom.
- 1.2 Sve druge odredbe Ugovora o zakupu i Ugovora o pružanju menadžment usluga, koje nisu izričito izmenjene ovim Prilogom A, ostaju na snazi i primenjuju se neizmenjene.
- 1.3 Osim ukoliko je izričito drugačije utvrđeno u ovom Prilogu A, svaka odredba i/ili definicija i/ili termin i/ili izraz će imati značenje i/ili smisao koji je određen u Ugovoru o zakupu i/ili Ugovoru o pružanju menadžment usluga.

2. OBJEKAT I ZEMLJIŠTE

- 2.1 Objekat - ritejl park „BIG Pančevo“, Miloša Obrenovića 12 („**Tržni Centar**“), koji se sastoji od maloprodajnih komercijalnih objekata, izgrađen na katastarskoj parceli broj 4733/1 i 4733/2 KO Pančevo, sve upisano u listu nepokretnosti br. 11835 („**Zemljište**").

3. ZAKUPLJENI PROSTOR

- 3.1 Prostor koji se nalazi u Tržnom Centru, **jedinica br. P1** kako je označeno na planovima koji su priloženi uz Ugovor o zakupu kao Prilog „B“.

Ugovorne strane saglasno konstatuju da će se Zakupljeni Prostor obuhvatati ukupno 10 (deset) parking mesta kao i da će se sastojati od 5 (pet) boksova za pranje automobila, 1 (jedne) tehničke prostorije, 1 (jedne) prostorije za prodaju žetona i natkrivenog dela sa 2 (dva) usisivača („**Auto perionica**").

Zakupac je u obavezi da o svom trošku, opremi Auto perionicu priključkom za struju ukupne snage 66 kW, od čega 60 kW za perionice i 6 kW za usisivače (2 komada),

and 6 kW is for the vacuum cleaners (2 pieces), and also with a water connection with a width of 1 inch as well as to connect water connection to the existing Shopping Center installations at position approved by Landlord.

Tenant is also obliged to provide, at his own expense, the supply of sewage to the Leased Premises, the installation of separators under the Car wash, the installation of electric lines, water and sewage networks and their connection to the network of the Shopping Center and existing installations, installation of a meter for reading water consumption as well as to fulfill all other legal and regulatory requirements and obligations that are necessary for installing a Car wash in the Shopping Center.

The Parties further agree that the Landlord has provided the Tenant with documentation regarding the existing installations and their respective routes. The Tenant is obligated to conduct an inspection of the installations, as well as to take all necessary steps and measures in the event of technical infeasibility or impossibility during the construction of the Car wash, including the potential relocation of the installations.

The Landlord is obligated to provide the Tenant with consent and authorization to obtain the necessary permits for the construction works of the Car wash.

For the avoidance of any doubt, it is hereby specified that all the provisions of Section 15 of the Lease Agreement shall also apply to all the above-mentioned works that the Tenant shall perform in order to build and/or equip the Car wash.

In addition, the Parties hereby specify that the Tenant is obliged to obtain at his own expense all necessary documentation, permits, licenses and consents required for the construction and assembly of the Car wash within the Shopping Center in order to perform business activities in terms of the Purpose of the Lease. The Tenant will bear all the costs related to the modification or creation of a new urban development plan, the preparation of conceptual design plans, construction plan, project for the execution of works, project of the completed state, and to submit all requests and

priključkom za vodu širine 1 cola, kao i da poveže isti na postojeće instalacije Tržnog centra i poziciju koju odobri Zakupodavac.

Zakupac je takođe obavezan da o svom trošku obezbedi dovod kanalizacije do Zakupljenog prostora, ugradnju separatora ispod Auto perionice, ugradnju elektrovodova, vodovodne i kanalizacione mreže i njihovo pripajanje na mrežu Tržnog centra i postojeće instalacije, ugradnju brojila za očitavanje potrošnja vode kao i da ispuni sve ostale zakonske i regulatorne obaveze koje su neophodne za instaliranje Auto perionice u sklopu Tržnog centra.

Ugovorne strane dalje saglasno konstatuju da je Zakupodavac dostavio Zakupcu situacije sa instalacijama i trasu kuda su iste sprovedene. Zakupac je u obavezi da izvrši snimanje instalacija, kao i da preduzme sve potrebne korake i mere u slučaju tehničke neizvodljivosti ili nemogućnosti prilikom izgradnje Auto perionice, uključujući eventualno izmeštanje instalacija.

Zakupodavac je obavezan da obezbedi Zakupcu saglasnost i punomoćje za pribavljanje dozvola potrebnih za izvođenje radova izgradnje Auto perionice.

Radi izbegavanja bilo kakve sumnje, ovim se precizira da će se sve odredbe Odeljka 15 Ugovora o Zakupu odnositi i na sve gore navedene radove koje Zakupac bude vršio u cilju izgradnje i/ili opremanja Auto perionice.

Dodatno, Ugovorne strane ovim putem preciziraju da je Zakupac u obavezi da o svom trošku pribavi svu neophodnu dokumentaciju, dozvole, licence i saglasnosti potrebne za izgradnju i montažu Auto perionice u sklopu Tržnog Centra radi obavljanja poslovne delatnosti u smislu Namene Zakupa. Zakupac će snositi sve troškove izmene odnosno izrade novog urbanističkog projekta, izrade projekta idejnog rešenja, projekta za izvođenje radova, projekta izvedenog stanja, podnošenja svih zahteva i dokumentacije na CEOP,



documentation to CEOP, to obtain location conditions, building and use permits and to pay all fees for the aforementioned procedures.

For the avoidance of doubt, it is hereby specified that all provisions of the Lease Agreement pertaining to, inter alia, obligations and responsibilities of the Tenant regarding maintenance, obtaining of necessary licenses, permits and consents, opening hours and the vacating and taking over of the Leased Premises upon expiry of the Lease Term shall be equally applied to all parts of the Leased Premises.

In the event that the Tenant fails for any reason to obtain all the necessary documentation, permits, licenses and consents required for the construction and assembly of the Car wash, the Tenant expressly waives any claims and/or objections and/or demands against the Landlord regarding the Handover of the Leased Premises.

pribavljanja lokacijskih uslova, građevinske i upotrebne dozvole i svih taksi za navedene postupke.

Radi izbegavanja sumnje, ovim se precizira da će se sve odredbe Ugovora o zakupu koje se, između ostalog, odnose na obaveze i odgovornost Zakupca u pogledu održavanja, pribavljanja posebnih dozvola, licenci i saglasnosti, radnog vremena i napuštanja, odnosno vraćanja Zakupljenog Prostora po isteku Perioda Zakupa primenjivati na isti način na sve delove Zakupljenog Prostora.

Zakupac se, u slučaju da iz bilo kog razloga ne uspe da pribavi svu neophodnu dokumentaciju, dozvole, licence i saglasnosti potrebne za izgradnju i montažu Auto perionice, izričito odriče bilo kakvog potraživanja i/ili prigovora i/ili zahteva prema Zakupodavcu u pogledu Predaje Zakupljenog Prostora.

4. AREA OF THE LEASED PREMISES

4.1 Approximately:

- **865,00 sq. m**, with a tolerance of +/- 10%, as determined by the provisions of Section 3 of the Lease Agreement.

4. POVRŠINA ZAKUPLJENOG PROSTORA

4.1 Okvirno:

- **865 m2** uz dopušteno odstupanje od +/- 10%, kako je utvrđeno u odredbama Odeljka 3 Ugovora o zakupu.

5. PURPOSE OF LEASE

- 5.1 As per the provisions of Section 5 of the Lease Agreement, performance of business activity – **Car wash**, under the business (brand) name **“CENTAR PERIONICA”**.

5. NAMENA ZAKUPA

U smislu odredbi Odeljka 5. Ugovora o zakupu, obavljanje poslovne delatnosti **Auto perionice**, pod poslovnim (brend) imenom **„CENTAR PERIONICA”**.

6. LEASE TERM

- 6.1 As per the provisions of Article 4.1 of the Lease Agreement – **5 (five) years** (Initial Lease Term) + **5 (five) years** (Additional Lease Term).

6. PERIOD ZAKUPA

- 6.1 U smislu odredbi člana 4.1 Ugovora o zakupu - **5 (pet) godina** (Inicijalni Period Zakupa) + **5 (pet) godina** (Dodatni Period Zakupa).

7. ESTIMATED DELIVERY DATE

7.1 As per the provisions of Section 14 of the Lease Agreement – on the date of signing the Lease Agreement.

However, the Tenant shall not perform the Fit-Out Works before fulfilling conditions prescribed in Section 14 of the Lease Agreement.

8. ESTIMATED OPENING DATE

8.1 As per the provisions of Section 17 and Section 18 of the Lease Agreement - **not later than 9 (nine) months** from the estimated Delivery Date.

8.3 Furthermore, notwithstanding the potential postponing of the Delivery Date, the Landlord shall be entitled to postpone the estimated Opening Date in accordance with the provisions of the Lease Agreement, of which the Landlord shall inform the Tenant timely in writing.

9. RENT AS A PERCENTAGE OF THE TURNOVER

9.1 As per the provisions of Article 6.1 of the Lease Agreement – **10%** of the net monthly Turnover in the Leased Premises + VAT.

9.2 Terms of Payment: calculated and paid **monthly** in arrears.

10. MINIMUM RENT

10.1 As per provisions of Article 6.2 of the Lease Agreement:

Initial Lease Term: monthly **2,000.00 EUR** + VAT.

Additional Lease Term: monthly **2,300.00 EUR** + VAT.

The above stated monthly amount of the Minimum Rent (increased for MUICP Index) for the respective

7. PLANIRANI DAN PREDAJE

7.1 U smislu odredbi Odeljka 14. Ugovora o zakupu – na dan potpisivanja Ugovora o zakupu.

Međutim, Zakupac ne sme da započne sa Radovima na Opremanju pre nego što budu ispunjeni svi uslovi definisani Odeljkom 14 Ugovora o zakupu.

8. PLANIRANI DAN OTVARANJA

8.1 U smislu odredbi Odeljka 17. i Odeljka 18. Ugovora o zakupu - **ne kasnije od 9 (devet) meseci** od planiranog Dana Predaje prostora.

8.3 Takođe, nezavisno od potencijalnog odlaganja Dana Predaje, Zakupodavac će biti ovlašćen da odloži planirani Dan Otvaranja u skladu sa odredbama Ugovora o zakupu, o čemu će Zakupodavac blagovremeno pisanim putem obavestiti Zakupca.

9. ZAKUPNINA KAO PROCENAT OD PROMETA

9.1 U smislu odredbi člana 6.1 Ugovora o zakupu – **10%** od neto mesečnog Prometa u Zakupljenom Prostoru + PDV.

9.2 Rokovi plaćanja: obračunava se i plaća **mesečno** unazad.

10. MINIMALNA ZAKUPNINA

10.1 U smislu odredbi člana 6.2 Ugovora o zakupu:

Inicijalni Period Zakupa: mesečno **2.000,00 EUR** + PDV.

Dodatni Period Zakupa: mesečno **2.300,00 EUR** + PDV.

Gore navedeni mesečni iznos Minimalne Zakupnine (uvećan za MUICP indeks) za odnosni Dodatni Period



Additional Lease Term shall be applied only in case such indexed amount is higher from the indexed monthly amount of the Minimum Rent that was invoiced to the Tenant for the last month of the Initial Lease Term, i.e., the previous Additional Lease Term (in the full amount, without taking into account possible temporary Rent reductions). Otherwise, the indexed monthly amount of the Minimum Rent invoiced to the Tenant for the last month of the Initial Lease Term, i.e. the previous Additional Lease Term (in the full amount, without taking into account possible temporary Rent reductions) shall be applied to the respective Additional Lease Term.

The provisions of the previous Paragraph shall be applied accordingly in case that this Appendix A provides for a change in the amount of the Minimum Rent during the Initial or any Additional Lease Term, in which case the monthly amount of the Minimum Rent determined in Appendix A for the respective year(s) of the Lease Term (increased for MUICP Index) shall be applied only in case such indexed amount is higher from the indexed monthly amount of the Minimum Rent that was invoiced to the Tenant for the last month of the previous year of the Lease Term (in the full amount, without taking into account possible temporary Rent reductions). Otherwise, the indexed monthly amount of the Minimum Rent invoiced to the Tenant for the last month of the previous year of the Lease Term (in the full amount, without taking into account possible temporary Rent reductions) shall be applied to the respective year(s) of the Lease Term.

10.2 Terms of Payment: **monthly** in advance, provided that the Minimum Rent for the first **month** shall be paid on the Opening Date.

10.3 The Minimum Rent amount shall be adjusted annually throughout the entire Lease Term by the value of MUICP in accordance with Section 9 of the Lease Agreement.

11. MANAGEMENT FEES

11.1 As per the provisions of Article 7.1 of the Lease Agreement – monthly **0.50 EUR/ sq. m + VAT**.

Zakupna biće primenjen samo u slučaju da je taj indeksiran iznos viši od indeksiranog mesečnog iznosa Minimalne Zakupnine koji je fakturisan Zakupcu za poslednji mesec Inicijalnog Perioda Zakupa, odnosno prethodnog Dodatnog Perioda Zakupa (u punom iznosu, bez uzimanja u obzir eventualnih privremenih umanjeja Zakupnine). U suprotnom, za odnosni Dodatni Period Zakupa će se primenjivati indeksirani mesečni iznos Minimalne Zakupnine fakturisan Zakupcu za poslednji mesec Inicijalnog Perioda Zakupa, odnosno prethodnog Dodatnog Perioda Zakupa (u punom iznosu, bez uzimanja u obzir eventualnih privremenih umanjeja Zakupnine).

Odredbe prethodnog stava se shodno primenjuju i u slučaju da je ovim Prilogom A predviđena promena iznosa Minimalne Zakupnine tokom trajanja Inicijalnog ili bilo Dodatnog Perioda Zakupa, u kom slučaju će se mesečni iznos Minimalne Zakupnine utvrđen u Prilogu A za odnosnu/e godinu/e Perioda Zakupa (uvećan za MUICP indeks) primenjivati samo ukoliko je taj indeksiran iznos viši od indeksiranog mesečnog iznosa Minimalne Zakupnine koji je fakturisan Zakupcu za poslednji mesec prethodne godine Perioda Zakupa (u punom iznosu, bez uzimanja u obzir eventualnih privremenih umanjeja Zakupnine). U suprotnom, za odnosnu/e godinu/e Perioda Zakupa će se primenjivati indeksirani mesečni iznos Minimalne Zakupnine fakturisan Zakupcu za poslednji mesec prethodne godine Perioda Zakupa (u punom iznosu, bez uzimanja u obzir eventualnih privremenih umanjeja Zakupnine).

10.2 Rokovi plaćanja: **mesečno** unapred, s tim što će Minimalna Zakupnina za prvi **mesec** biti plaćena na Dan Otvaranja.

10.3 Iznos Minimalne Zakupnine tokom celog Perioda Zakupa biće usklađivan na godišnjem nivou vrednošću MUICP, kako je određeno odredbama Odeljka 9. Ugovora o zakupu.

11. NAKNADA ZA MENADŽMENT USLUGE

11.1 U smislu odredbi člana 7.1 Ugovora o zakupu - **mesečno 0,50 EUR/m² + PDV**.

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| <p>11.2 Terms of Payment: monthly in advance, provided that the Management Fees for the first month shall be paid on the Opening Date.</p> <p>11.3 The Management Fees amount shall be adjusted annually throughout the entire Lease Term in accordance with Section 7 of the Lease Agreement and by the value of MUICP in accordance with Section 9 of the Lease Agreement.</p> <p>12. MARKETING FEES</p> <p>12.1 NOT APPLICABLE.</p> <p>13. PARTICIPATION IN THE FEES AND COSTS FROM THE DELIVERY DATE UNTIL THE OPENING DATE</p> <p>13.1 Costs of utilities (electricity and water) used by the Tenant during the Fit-Out Works in the leased Premises from the Delivery Date until the Opening Date - according to consumption measured by installed meters inside the Leased Premises.</p> <p>14. LANDLORD'S PARTICIPATION IN THE COSTS OF THE FIT-OUT WORKS</p> <p>14.1 NOT APPLICABLE.</p> <p>15. TENANT'S SHAREHOLDING STRUCTURE</p> <p>15.1 As per the provisions of Article 29.10, the following persons shall be the only shareholders of the Tenant during the entire Lease Term:</p> <p style="margin-left: 40px;">1. Darko Paradinović, personal ID number: 1203981710047.</p> <p>16. SECURITIES</p> <p>16.1 As per the provisions of Section 32 of the Lease Agreement:</p> <p style="margin-left: 40px;">- Bank Guarantee/deposit equal to the aggregate amount of the Minimum Rent</p> | <p>11.2 Rokovi plaćanja: mesečno unapred, s tim što će Naknada za Menadžment Usluge za prvi mesec biti plaćena na Dan Otvaranja.</p> <p>11.3 Iznos Naknade za Menadžment Usluge tokom celog Perioda Zakupa biće usklađivan na godišnjem nivou u skladu sa odredbama Odeljka 7. Ugovora o zakupu i vrednošću MUICP indeksa, kako je određeno odredbama Odeljka 9. Ugovora o zakupu.</p> <p>12. NAKNADA ZA MARKETING</p> <p>12.1 NIJE PRIMENJIVO.</p> <p>13. UČEŠĆE U TROŠKOVIMA I NAKNADAMA OD DANA PREDAJE DO DANA OTVARANJA</p> <p>13.1 Troškovi komunalnih usluga (električne energije i vode) iskorišćenih od strane Zakupca tokom izvođenja Radova na Opremanju Zakupljenog Prostora od Dana Predaje do Dana Otvaranja - prema potrošnji u skladu sa brojlilima koja su instalirana u Zakupljenom Prostoru.</p> <p>14. UČEŠĆE ZAKUPODAVCA U TROŠKOVIMA RADOVA NA OPREMANJU</p> <p>14.1 NIJE PRIMENJIVO.</p> <p>15. VLASNIČKA STRUKTURA ZAKUPCA</p> <p>15.1 U smislu člana 29.10 Ugovora o zakupu, sledeća lica će biti jedini vlasnici Zakupca tokom celog Perioda Zakupa:</p> <p style="margin-left: 40px;">1. Darko Paradinović JMBG: 1203981710047.</p> <p>16. OBEZBEĐENJA</p> <p>16.1 U smislu odredbi Odeljka 32. Ugovora o zakupu:</p> <p style="margin-left: 40px;">- Bankarska Garancija/depozit jednak ukupnom iznosu Minimalne Zakupnine i</p> |
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and the Management Fees for 3 (three) months of the Lease Term, increased by VAT;

Naknade za Menadžment Usluge za 3 (tri) meseca Perioda Zakupa, uvećano za PDV;

IN WITNESS WHEREOF, the Parties have signed this Appendix A as of the date first written above.

The Landlord:

By: _____

Lev Raphael Edward Lyon Weiss, General Manager

By: _____

Nir Sidal, Other Representative



UPOZNATE SA GORE NAVEDENIM, Ugovorne strane potpisuju ovaj Prilog A gore navedenog dana.

Za Zakupodavca:

By: _____

Lev Raphael Edward Lyon Weiss, direktor

Nir Sidal, ostali zastupnik



The Tenant:

By: _____

Darko Paradinović, General Manager



Za Zakupca:

By: _____

Darko Paradinović, direktor

