

APPENDIX D1

**CONFIRMATION OF
CONSTRUCTION WORKS INSURANCE**

To:

KLUPKO DOO PANČEVO,
Registry number: 08057427
Milosa Obrenovica Street no. 12,
26000 Pancevo, Republic of Serbia
(hereinafter: the "**Landlord**")

Re: Lease Agreement dated 13.11.2023 (hereinafter: the "**Agreement**") made and entered into between you and Lubar d.o.o. Beograd , registry number: 21927457(hereinafter: the "**Tenant**") for the lease of premises, Unit no. P1, in the Shopping Center "BIG Pančevo" (hereinafter: the "**Leased Premises**" and the "**Shopping Center**", respectively)

Dear Sir/Madam,

1. We hereby confirm that, beginning with _____ and until _____, pursuant to the Agreement referenced above, we have taken out an insurance policy to provide coverage against all the risks involved with construction and/or montage works, which coverage as a coinsured are covered: the Tenant, the Landlord, the Management company _____ (name of the management company to be inserted, if not specified in the LA) as they are defined under the Agreement, contractors and sub-contractors.
2. The insurance will remain in force until all the aforesaid works are completed, in addition to an extended maintenance period of 12 months and including the insurances which are set forth below:
- 2.1 Construction and/or montage works insurance in the full value of the works executed in the Leased Premises, including equipment, systems and machines that shall

PRILOG D1

**POTVRDA O OSIGURANJU
GRAĐEVINSKIH RADOVA**

Za:

KLUPKO DOO PANČEVO,
Matični broj: 08057427
Ul. Miloša Obrenovića br. 12,
26000 Pančevo, Republika Srbija
(u daljem tekstu: "**Zakupodavac**")

Predmet: Ugovor o zakupu od 13.11.2023. godine (u daljem tekstu: "**Ugovor**") zaključeni između vas i Lubar d.o.o. Beograd , matični broj: 21927457 (u daljem tekstu: "**Zakupac**") radi zakupa prostora jedinica broj P1, u okviru Tržnog Centra „BIG Pančevo“ (u daljem tekstu: "**Zakupljeni Prostor**" odnosno „Tržni Centar“ u zavisnosti od slučaja)

Poštovani gospodine/gospođo,

1. Ovim putem potvrđujemo da smo, u skladu sa gore navedenim Ugovorom, za period od _____ do _____, zaključili ugovor o osiguranju radi pokrivanja svih rizika u vezi sa građevinskim i/ili montažnim radovima, kojim su kao koosiguranici obuhvaćeni Zakupac, Zakupodavac, Društvo za Menadžment _____ (uneti ime društva za menadžment, ako nije precizirano u Ugovoru) kako su definisani u Ugovoru, izvođači i podizvođači.
2. Osiguranje će ostati na snazi do završetka gore pomenutih radova, kao i za vreme dodatnog garantnog perioda od 12 meseci i isto uključuje niže navedena osiguranja:
- 2.1 Osiguranje građevinskih i/ili montažnih radova u punoj vrednosti radova izvršenih u Zakupljenom Prostoru, uključujući opremu, sisteme i mašine koji služe



serve performing of the works, their installation/montage, performing of the Tenant's business, as well as repairs, renovations, improvements, alterations and extensions made in the Leased Premises. This Article incorporates a clause pertaining to the Insurer's waiver of subrogation against all the tenants in the Shopping Center for any damage caused by them, on condition that the construction works insurances' that the Tenants have taken out incorporate an analogous clause pertaining to the waiver of subrogation against the Tenant, provided that the aforesaid concerning the Insurer's waiver of the right of subrogation will not apply to a person who maliciously caused the damage. This Article includes an explicit extension pertaining to property in which works are executed and/or adjacent property, to a liability limit of not less than EUR 100,000.00 per event. For the avoidance of doubt, it is explicitly noted that this extension will not derogate from the insurer's liability to indemnify any one of the insured's individuals pursuant to third party liability insurance, as set forth in Article 2.2 below, for his liability in respect of damage caused to the premises in which works are executed or adjacent premises, as aforesaid.

2.2 Third party liability insurance for liability for damage which stems from the works to a liability limit of not less than EUR 100,000.00 per event, while the insurance does not include any limitation pertaining to the liability which stems from fire, explosion, panic, lifting devices, unloading and loading, defective sanitation facilities, poisoning, anything harmful in food or beverage, adjacent property, property in which works are executed, strike and shutdown. The coverage pursuant to this Article will be extended to include liability for corporal damages which are the result of using construction equipment i.e., motor vehicles in respect of which compulsory insurance is not mandatory. The name of the insured in this insurance was extended to include the Landlord and the Management Company for the acts and/or omissions of the Tenant and those who act on his behalf, and thus subject to the cross-liability clause whereby the insurance is deemed to have been taken out separately for each of the insured's

izvođenju radova, njihovoj ugradnji/montaži, odnosno obavljanju delatnosti Zakupca, popravke, renoviranja, poboljšanja, rekonstrukciju i dogradnju u Zakupljenom Prostoru. Ovaj član uključuje klauzulu koja se odnosi na odricanje osiguravača od subrogacije prema svim zakupcima u Tržnom Centru u pogledu bilo kakve štete koju su oni prouzrokovali, pod uslovom da je u njihovim polisama osiguranja građevinskih radova sadržana analogna klauzula koja se odnosi na odricanje od subrogacije osiguravača u odnosu na Zakupca, s tim da se gore navedeno u vezi sa odricanjem od subrogacije neće primenjivati na osobu koja je namerno prouzrokovala štetu. Ovaj član uključuje eksplicitno proširenje koje se odnosi na prostor u kome se izvode radovi i/ili susedne prostore, sa limitom odgovornosti koji nije manji od EUR 100.000,00 po događaju. U cilju izbegavanja sumnje, izričito se navodi da ovo proširenje ne derogira osiguranikovu odgovornost da obešteti svako od osiguranih lica u skladu sa osiguranjem od odgovornosti prema trećim licima, kao što je ugovoreno u niže navedenom članu 2.2, u pogledu njegove odgovornosti u vezi sa štetom prouzrokovanom prostorom u kome se izvode radovi ili susednom prostorom, kao što je gore navedeno.

2.2 Osiguranje od odgovornosti za štetu prema trećim licima koja proizilazi iz radova, sa limitom odgovornosti koji nije manji od EUR 100.000,00 po slučaju, dok osiguranje ne uključuje bilo kakvo ograničenje u pogledu odgovornosti od požara, eksplozije, panike, uređaja za dizanje, istovar i utovar, neispravnih zdravstvenih sredstava, trovanja, bilo kakvih štetnih supstanci u hrani ili piću, susednih prostora, prostora u kome se radovi izvode, štrajka i obustava rada. Pokrivenost osiguranjem u skladu sa ovim članom biće proširena tako da uključuje odgovornost za telesnu štetu koja nastane usled korišćenja građevinske opreme tj. motornih vozila u odnosu na koja ne postoji obavezno osiguranje. Pod osiguranikom u ovom osiguranju podrazumeva se i Zakupodavac i Društvo za Menadžment, za radnje i/ili propuštanje Zakupca i onih koji istupaju u njegove ime, pod uslovom da postoji klauzula o unakrsnoj odgovornosti, gde će se smatrati da je osiguranje zaključeno posebno za svako od osiguranih lica. U cilju

individuals. For the avoidance of doubt, it is further noted that the property of the Landlord and/or the Management Company will be regarded as third-party property for the purposes of this Article.

2.3 Employers' liability insurance for liability toward all who are employed/engaged in execution of the works against accidents, including insurance against accidents at work and occupational illnesses, corporal injuries or sickness, which may be caused to any one of them in the course of their employment/engagement and as a result thereof under the Agreement, to a liability limit of EUR 100,000.00 per event. This Article will not include any limitation pertaining to works at height or underground works, working hours, contractors, sub-contractors and their employees, as well as pertaining to the employment of youths.

3. We confirm that this insurance takes precedence over any insurance which is taken out by you and/or the Management Company, and we waive any demand or claim concerning the participation of your insurances and/or the insurances of the Management Company.

4. In addition, we confirm that this insurance will be neither reduced nor cancelled, unless you are delivered prior notice via registered mail 60 (sixty) days in advance. In addition, we confirm that the Tenant alone is responsible for the payment of insurance premiums and the excess insurance amount in respect of the aforesaid insurance.

(Insurer's stamp)

(Insurer's signature)

(Name of signatory)

(Capacity of signatory)

izbegavanja sumnje, dalje je navedeno da će imovina Zakupodavca i/ili Društva za Menadžment biti smatrana imovinom trećih lica za potrebe ovog člana.

2.3 Osiguranje poslodavca u odnosu na sva lica koja su zaposlena ili angažovana na izvođenju radova od posledica nezgode, uključujući osiguranje od povreda na radu i profesionalnih oboljenja, telesnih povreda ili bolesti koje mogu biti izazvane bilo kome od njih u vezi sa njihovim zaposlenjem/angažovanjem i kao rezultat takvog angažovanja po Ugovoru, sa limitom odgovornosti od EUR 100.000,00 po slučaju. Ovaj član neće uključiti bilo kakvo ograničenje u vezi sa radovima na visini ili u dubini, radnim vremenom, izvođačima ili podizvođačima i njihovim zaposlenima, kao i u odnosu na rad mladih.

3. Ovim potvrđujemo da ovo osiguranje ima prednost u odnosu na bilo koje osiguranje za koje ste vi ili Društvo za Menadžment zaključili ugovor o osiguranju, i odričemo se bilo kakvog zahteva ili potraživanja u vezi sa učešćem vašeg osiguranja i/ili osiguranja Društva za Menadžment.

4. Takođe, ovim potvrđujemo da ovo osiguranje neće biti suženo niti otkazano, ukoliko vam nije prethodno dostavljeno obaveštenje putem preporučene pošte 60 (šezdeset) dana unapred. Dalje, potvrđujemo da je Zakupac lično odgovoran za plaćanje premija osiguranja i iznosa koji premašuje osiguranu sumu u odnosu na gore navedeno osiguranje.

Pečat osiguravača

Potpis osiguravača

Ime potpisnika

Svojstvo potpisnika



APPENDIX D2

CONFIRMATION OF INSURANCES
FOR LEASED PREMISES

To:

KLUPKO DOO PANČEVO,
Registry number: 08057427
Milosa Obrenovica Street no. 12,
26000 Pancevo, Republic of Serbia
(hereinafter: the "Landlord")

Re: Lease Agreement dated 13.11.2023 (hereinafter: the "Agreement") made and entered into between you and Lubar d.o.o. Beograd, registry number: 21927457 (hereinafter: the "Tenant") for the lease of premises, Unit no. P1, in the Shopping Center "BIG Pančevo" (hereinafter: the "Leased Premises" and the "Shopping Center", respectively)

Dear Sir/Madam,

1. We hereby confirm that, beginning with _____ and until _____, pursuant to the Agreement referenced above, we have taken out the insurances which are set forth below:
 - 1.1 Property Insurance against fire and other hazards which covers the content of the Leased Premises, equipment which facilitates use of the Leased Premises which is owned by and/or is the Tenant's responsibility, and which is located in the Leased Premises and/or outside the Leased Premises in the Shopping Center's premises, as well as any change, enhancement, renovation, and extension to the Leased Premises which were effected and/or will be effected by the Tenant and/or by the franchisee on his behalf to operate the Leased Premises and/or by any one acting on their behalf, as well as furniture, equipment, installations, and inventories of

PRILOG D2

POTVRDA O OSIGURANJU
ZAKUPLJENOG PROSTORA

Za:

KLUPKO DOO PANČEVO,
Matični broj: 08057427
Ul. Miloša Obrenovića br. 12,
26000 Pančevo, Republika Srbija
(u daljem tekstu: "Zakupodavac")

Predmet: Ugovor o zakupu od 13.11.2023. godine (u daljem tekstu: „Ugovor“) zaključeni između vas i Lubar d.o.o. Beograd, matični broj: 21927457 (u daljem tekstu: „Zakupac“) radi zakupa prostora jedinica broj P1, u okviru Tržnog Centra „BIG Pančevo“ (u daljem tekstu: „Zakupljeni Prostor“ odnosno „Tržni Centar“ u zavisnosti od slučaja)

Poštovani gospodine/gospođo,

1. Ovim putem potvrđujemo da smo u skladu sa gore navedenim Ugovorom, za period od _____ do _____, zaključili niže navedena osiguranja:
 - 1.1 Osiguranje imovine od požara i drugih opasnosti koje pokriva sadržaj Zakupljenog Prostora, opremu koja omogućava korišćenje Zakupljenog Prostora, a koja je svojina Zakupca ili je on za nju odgovoran, i koja se nalazi u Zakupljenom Prostoru i/ili izvan Zakupljenog Prostora u prostorijama Tržnog Centra, kao i sve promene, poboljšanja, renoviranja i proširenja Zakupljenog Prostora koji su izvedeni ili će biti izvedeni od strane Zakupca i/ili od strane primaoca franšize kao lica koja će obavljati delatnost u Zakupljenom Prostoru i/ili drugog lica koje postupa u njihovo ime, kao i nameštaj, opremu, instalacije, i inventar bilo koje vrste; sve u punoj



any kind; all in the full value of the performed works i.e. full value of the subject of insurance, against loss or damage due to fire, lightning, explosion, storm, hail, vehicle impact, falling aircraft, strike, riot, civil commotion, smoke, pipe water damage, sprinkler leakage, flood and high water, snow pressure, landslide, earthquake, burglary and robbery, glass breakage (hereinafter: "**Property Insurance**").

- 1.2 Insurance of Consequential losses sustained by the Tenant and/or the franchisee as the party operating in the Leased Premises, due to damage to the Leased Premises' structure and/or its content and/or to the Shopping Center and the facilities thereof, due to fire, lightning, explosion, storm, hail, vehicle impact, falling aircraft, strike, riot, civil commotion, smoke, pipe water damage, sprinkler leakage, flood and high water, snow pressure, landslide, earthquake and thus in adequate insurance amounts and for an appropriate indemnification period which will not be shorter than 12 months.

The insurances aforesaid in Articles 1.1 and 1.2 include an explicit stipulation whereby the insurer disclaims any right of subrogation against the Landlord, the Management Company, and all who act on their behalf, as well as against the other Tenants in the Shopping Center, while the insurances of the other tenants in the Shopping Center incorporate an analogous clause concerning the waiver of subrogation against the Tenant and the franchisee on his behalf to operate the Leased Premises, providing that the aforesaid concerning the waiver of the right of subrogation will not apply in favor of the person who maliciously caused the damage.

- 1.3 Third party general liability insurance for the Tenant's liabilities under law for any injury or damage caused to a person and/or to the property of any person and/or legal entity, and without derogating from the generality of the above, including injury or damage to the Landlord, Management Company, their employees, other Tenants

vrednosti izvedenih radova, odnosno punoj vrednosti predmeta osiguranja, od gubitka ili štete nastalih usled požara, udara groma, eksplozije, oluje, grada, udara motornog vozila, pada letilice, štrajkova, građanskih nemira, dima, izliva vode iz instalacija, izliv vode iz sprinklera, poplave, bujice i visoke vode, pritiska snega i klizanja tla, zemljotresa, provalne krađe i razbojništva, loma stakla (u daljem tekstu: "**Osiguranje imovine**").

- 1.2 Osiguranje od prekida rada Zakupca i/ili primaoca franšize kao lica koje obavlja delatnost u Zakupljenom Prostoru, usled štete nastale na strukturi Zakupljenog Prostora i/ili sadržaju Zakupljenog Prostora i/ili na Tržnom Centru i uređajima, usled požara, udara groma, eksplozije, oluje, grada, udara motornog vozila, pada letilice, štrajkova, građanskih nemira, dima, izliva vode iz instalacija, izliv vode iz sprinklera, poplave, bujice i visoke vode, pritiska snega i klizanja tla, zemljotresa i to u odgovarajućoj sumi osiguranja i za odgovarajući period obeštećenja koji neće biti kraći od 12 meseci.

Osiguranja navedena u članovima 1.1 i 1.2 uključuju izričitu odredbu po kojoj se osiguravač odriče bilo kakvog prava subrogacije u odnosu na Zakupodavca, Društvo za Menadžment, i svih koji nastupaju u njihovo ime, kao i protiv drugih zakupaca i drugih lica u Tržnom Centru, dok osiguranje drugih zakupaca i lica u Tržnom Centru uključuje analognu klauzulu u vezi sa odricanjem od subrogacije u odnosu na Zakupca i primaoca franšize kao lica koje obavlja delatnost u Zakupljenom Prostoru, s tim da se gore navedeno odricanje od prava subrogacije neće primenjivati u korist lica koje je namerno prouzrokovalo štetu.

- 1.3 Osiguranje od opšte odgovornosti za štetu prema trećim licima zbog odgovornosti Zakupca prema zakonu za bilo koju povredu ili štetu izazvanu licu i/ili imovini fizičkog i/ili pravnog lica, i bez odstupanja od gore navedenog opšteg pravila, uključujući povredu ili štetu pričinjenu Zakupodavcu, Društvu za Menadžment, njegovim

and to the visitors of the aforesaid Shopping Center, to a liability limit of not less than EUR 100,000.00 per event. This insurance is not subordinate to any restriction pertaining to liability which stems from fire, explosion, panic, lifting devices, liability in respect of and toward contractors, sub-contractors and their employees, unloading and loading, defective sanitation devices, poisoning, anything harmful in food or beverage, strike and shutdown. The name of the insured in this insurance is extended to include the Landlord and the Management Company for the acts and/or omissions of the Tenant and those who act on his behalf, and thus subject to the cross-liability clause whereby the insurance is deemed to have been taken out separately for each of the insured's individuals.

1.4 Employers' liability insurance, for the Tenant's liability toward those employed/engaged by him, against accidents, including insurance against accidents at work and occupational illnesses, corporal injuries or sickness, which may be caused to any one of them in the course of their employment/engagement and as a result thereof under the Agreement, to a liability limit of EUR 100,000.00 per event. This insurance will not incorporate any limitation pertaining to works at height or underground works, working hours, contractors, sub-contractors and their employees, toxic agents, as well as pertaining to the employment of youth. The insurance will be extended to indemnify the Landlord and/or the Management Company should it be asserted in connection with the occurrence of any work accident that they are imputed with, any employer's liabilities toward any of the Tenant's employees.

2. We confirm that the aforesaid insurances take precedence over any insurance which is taken out by you and/or the Management Company, and we waive any demand or claim concerning the participation of your insurances and/or the insurances of the Management Company.

zaposlenima, drugim Zakupcima u Tržnom Centru i posetiocima gore navedenog Tržnog Centra, sa limitom odgovornosti ne manjim od EUR 100.000,00 po slučaju. Ovo osiguranje nije podložno bilo kakvom ograničenju vezanom za odgovornost koja proizilazi od požara, eksplozije, panike, uređaja za dizanje, odgovornost u odnosu na i prema izvođačima, podizvođačima i njihovim zaposlenima, istovara i utovara, oštećenih sanitarnih uređaja, trovanja, bilo kakvih štetnih supstanci u hrani i piću, štrajka i obustave rada. Pod osiguranikom u ovom osiguranju podrazumeva se i Zakupodavac i Društvo za Menadžment, za radnje i/ili propuštanje Zakupca i onih koji istupaju u njegove ime, pod uslovom da postoji klauzula o unakrsnoj odgovornosti, gde će se smatrati da je osiguranje zaključeno posebno za svako od osiguranih lica.

1.4 Osiguranje poslodavca za odgovornost Zakupca u odnosu na njegove zaposlene/ lica angažovana od strane Zakupca, od posledica nezgode, uključujući osiguranje od povreda na radu i profesionalnih oboljenja, telesnih povreda ili bolesti, koje mogu biti prouzrokovane bilo kome od njih u vezi sa njihovim zaposlenjem/angažovanjem i kao rezultat takvog angažovanja po Ugovoru, sa limitom odgovornosti od EUR 100.000,00 po slučaju. Ovo osiguranje nije podložno bilo kakvom ograničenju u odnosu na radove na visini i u dubini, radno vreme, izvođače i podizvođače i njihove zaposlene, otrovne materije, kao i u pogledu zapošljavanja mladih. Osiguranje će biti prošireno tako da obešteti Zakupodavca i/ili Društvo za Menadžment u pogledu bilo kakve odgovornosti poslodavca koja im se stavlja na teret, prema zaposlenima kod Zakupca u vezi sa bilo kakvom nesrećom na radu.

2. Ovim potvrđujemo da ovo osiguranje ima prednost u odnosu na osiguranje za koje ste vi ili Društvo za Menadžment zaključili ugovor o osiguranju i odričemo se bilo kakvog zahteva ili potraživanja u vezi sa učešćem vašeg osiguranja i/ili osiguranja Društva za Menadžment.



3. In addition, we confirm that the aforesaid insurances will be neither reduced nor cancelled throughout the insurance period referenced above, unless you are delivered prior notice via registered mail 60 (sixty) days in advance. In addition, we confirm that the Tenant alone is responsible for the payment of insurance premiums and excess insurance amounts in respect of the aforesaid insurances.

(Insurer's stamp)

(Insurer's signature)

(Name of signatory)

(Capacity of signatory)

3. Takođe, ovim potvrđujemo da ovo osiguranje neće biti suženo niti otkazano, ukoliko vam nije prethodno dostavljeno obaveštenje putem preporučene pošte 60 (šezdeset) dana unapred. Dalje, potvrđujemo da je Zakupac lično odgovoran za plaćanje premija osiguranja i iznosa koji premašuje osiguranu sumu u odnosu na gore navedeno osiguranje.

(Pečat osiguravača)

(Potpis osiguravača)

(Ime potpisnika)

(Svojstvo potpisnika)

APPENDIX "E"

BANK GUARANTEE

To:

KLUPKO DOO PANČEVO,

Registry number: 08057427

Milosa Obrenovica Street no. 12,

26000 Pancevo, Republic of Serbia

(hereinafter: the "Landlord")

Re: Bank Guarantee

Dear Sir/Madam,

1. We hereby guarantee to you, by way of an irrevocable and unconditional Bank Guarantee, payable upon first demand (hereinafter: the "Guarantee"), the payment of any amount up to EUR _____ (in words: EUR _____) (hereinafter: the "Guarantee Amount") which will be payable to you or which may be payable to you by Lubar d.o.o. Beograd, registry number: 21927457 (hereinafter: the "Tenant") in connection with the Lease Agreement signed between you and the Tenant dated 13.11.2023 (hereinafter: the "Agreement").
2. We hereby irrevocably and unconditionally guarantee that, upon receipt of your written notice stating the Tenant has failed to perform any or all of his obligations under the Agreement, we shall pay to you the sum demanded in such notice. This Guarantee shall be an independent obligation of _____ (*issuing bank to be inserted*) and any demand for payment made by you shall be accepted by us as conclusive evidence that such sum is due to you.
3. Any demand for payment under this Guarantee shall be made in writing to the following address _____ (*insert address where payment demand is to be made*) and may be executed by fax (in which case the date of such delivery shall be deemed to be a date when such fax was sent) or mail (in which case the date of such

PRILOG "E"

BANKARSKA GARANCIJA

Za:

KLUPKO DOO PANČEVO,

Matični broj: 08057427

Ul. Miloša Obrenovića br. 12,

26000 Pančevo, Republika Srbija

(u daljem tekstu: "Zakupodavac")

Predmet: Bankarska garancija

Poštovani gospodine/gospođo,

1. Ovim putem vam garantujemo, neopozivom i bezuslovnom bankarskom garancijom, plativom na prvi poziv (u daljem tekstu: "Garancija"), isplatu bilo kog iznosa do iznosa od _____ EUR (i slovima: _____ eura) (u daljem tekstu: "Garantovani Iznos"), koji potražujete ili možete da potražujete od Lubar d.o.o. Beograd, matični broj: 21927457 (u daljem tekstu: "Zakupac") u vezi sa Ugovorom o zakupu, zaključenim između vas i Zakupca dana 13.11.2023. godine (dalje: "Ugovor").
2. Ovim putem neopozivo i bezuslovno garantujemo da ćemo vam, nakon prijema vašeg pisanog obaveštenja u kojem je navedeno da Zakupac nije izvršio sve ili bilo koju od svojih obaveza prema Ugovoru, platiti iznos zahtevan u tom obaveštenju. Ova Garancija predstavlja nezavisnu obavezu _____ (*uneti naziv banke izdavaoca*) i bilo koji vaš zahtev za plaćanje biće prihvaćen kao dovoljan dokaz da je taj iznos dospeo za plaćanje.
3. Svi zahtevi za plaćanja po osnovu ove Garancije moraju biti upućeni u pisanom obliku na sledeću adresu _____ (*uneti adresu na koju se upućuju zahtevi za plaćanja*) i mogu biti upućeni telefaksom (u kom slučaju će se danom prijema zahteva smatrati dan na koji je predmetni telefaks poslat) ili poštom (u kom slučaju će



delivery shall be deemed to be 3 days after the date when such mail was sent).

4. All payments under this Guarantee shall be paid in RSD counter value at the selling exchange rate of _____ bank (*the name of the Landlord's bank to be inserted*) as of the date of the respective payment under this Guarantee.
5. You will be entitled to demand of us payment of the full Guarantee Amount, or demand of us from time to time in the same manner amounts on account of the Guarantee Amount, and in such an event our Guarantee will remain in force regarding the remainder of the Guarantee Amount, providing that the total of your demand does not exceed the Guarantee Amount.
6. All sums payable under this Guarantee shall be paid to you in full, free of any present or future taxes, levies, duties, charges, fees or withholdings and without any deduction, restriction, conditions, liens, set off or counterclaim whatsoever. We agree that if we are compelled by law to make any deduction or withholding, we will gross up the payment so that the net sum received by you will be equal to the full amount you had received had no such deduction or withholding been made.
7. This Guarantee shall enter into force on the date hereof and shall be a continuing guarantee and shall remain into force until _____ (inclusively) before which date any payment demand pursuant to this our Guarantee must be filed with us. After this date - the Guarantee will be null and void.
8. The Guarantee shall not be abrogated or affected by any other guarantee, security or indemnity which the Lessor may hold in connection with the Agreement and or any amendments thereof.

se danom prijema zahteva smatrati dan koji pada 3 dana od dana kada je zahtev poslat poštom).

4. Sva plaćanja po osnovu ove Garancije vršiće se u dinarskoj protivvrednosti po prodajnom kursu _____ banke (*uneti naziv banke Zakupodavca*) na dan odnosnog plaćanja po ovoj Garanciji.
5. Ovlašćeni ste da zahtevate od nas plaćanje Garantovanog Iznosa u celini ili u delovima, u kom slučaju će naša Garancija ostati na snazi u pogledu ostatka Garantovanog Iznosa, pod uslovom da ukupan iznos plaćen po vašim zahtevima na prelazi Garantovani Iznos.
6. Svi iznosi plativi po ovoj Garanciji će vam biti plaćeni u celosti, bez obračunavanja bilo kakvih sadašnjih ili budućih poreza, dažbina, obaveza, naknada, taksi ili drugih zadržavanja, bez bilo kakvih umanjenja, ograničenja, uslova, založnih prava, prebijanja ili protivzahteva. Ukoliko smo po zakonu obavezni da izvršimo umanjenje ili zadržavanje, saglasni smo da uvećamo isplatu tako da iznos koji primete bude jednak iznosu koji biste primili da nije bilo takvih zadržavanja ili umanjenja.
7. Ova Garancija stupa na snagu na dan izdavanja i predstavlja neprekidnu garanciju koja će ostati na snazi zaključno sa _____, do kog datuma nam moraju biti upućeni svi zahtevi. Nakon ovog datuma - Garancija će biti nevažeća.
8. Ova Garancija neće biti ukinuta niti će na nju imati uticaja bilo koja druga garancija, obezbeđenje ili obeštećenje koje Zakupodavac može imati u vezi sa Ugovorom ili bilo kojim njihovim izmenama.

9. This Guarantee shall be construed and interpreted in accordance with the laws of the Republic of Serbia. Any dispute arising out of or in connection with this Guarantee shall be finally settled by the Commercial Court in Belgrade.

In _____, on _____

Respectfully,

(The Issuing Bank)

9. Ova Garancija će biti tumačena u skladu sa zakonima Republike Srbije. Svi sporovi koji proisteknu iz ili u vezi sa ovom Garancijom, rešavaće se pred Privrednim sudom u Beogradu.

U _____, dana _____

S poštovanjem,

(Banka izdavalac)



APPENDIX "F"
to the Lease Agreement

PRILOG „F“
Ugovora o zakupu

MANAGEMENT AGREEMENT

UGOVOR O PRUŽANJU MENADŽMENT USLUGA

dated
November 13 2023.

Zaključen dana
13. novembra 2023. godine.

between

između

KLUPKO DOO PANČEVO

KLUPKO DOO PANČEVO

and

i

Lubar doo Beograd

Lubar doo Beograd



MANAGEMENT AGREEMENT

This Management Agreement (hereinafter referred to as: the "Agreement") 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: [PLEASE INSERT]

(hereinafter: the "Tenant")

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

1. INTRODUCTION AND INTERPRETATION

- 1.1 This Agreement constitutes an integral part of the Lease Agreement concluded between the Parties on 13.11.2023 (hereinafter referred to as: the „Lease Agreement“).

UGOVOR O PRUŽANJU MENADŽMENT USLUGA

Ovaj Ugovor o pružanju Menadžment Usluga (u daljem tekstu: "Ugovor"), 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: [MOLIMO UNETI]

(u daljem tekstu: "Zakupac")

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

1. UVODNE ODREDBE I ZNAČENJE IZRAZA

- 1.1 Ovaj Ugovor predstavlja sastavni deo Ugovora o zakupu zaključenog između Ugovornih strana dana 13.11.2023. godine (u daljem tekstu: „Ugovor o zakupu“).

1.2 In case there is a conflict between the provisions of this Agreement and the Lease Agreement, the provisions of the Lease Agreement shall prevail.

1.3 The headings of the Sections in this Agreement were inserted for convenience of reading only and shall not be used for interpretation.

1.4 Terms and expressions that are not specifically defined in this Agreement shall bear the same meanings ascribed to them in the Lease Agreement.

2. MANAGEMENT OF THE SHOPPING CENTER

2.1 The Landlord is entitled to establish or appoint a company for the purpose of managing, operating and maintaining the Shopping Center (heretofore and hereinafter: the "**Management Company**"). As long as a company has not been appointed or established for managing the Shopping Center or as long as it's engagement in the management and maintenance of the Shopping Center has not commenced or if such engagement was terminated for any reason, the Landlord shall serve as the Management Company for the purposes of this Agreement.

2.2 The Management Company shall determine procedures regarding management and maintenance of the Shopping Center, as well as the regulations that shall apply with respect to all tenants and users of the Shopping Center and shall monitor its performance.

3. TERM OF THE AGREEMENT

3.1 Subject to the provisions of the Lease Agreement, this Agreement shall enter into force on the date of its signing by the Parties and this Management Agreement shall begin to apply on the actual date of commencement of providing the services stipulated by this Agreement by the Management Company/the Landlord but, in any case, not later than the Opening Date. This Agreement shall be in full effect throughout the entire Lease Term, including the Additional Lease Terms, if any, as defined in the Lease Agreement. In case

1.2 U slučaju nesuglasnosti između odredbi ovog Ugovora i Ugovora o zakupu, primenjivaće se odredbe Ugovora o zakupu.

1.3 Naslovi Odeljaka ovog Ugovora uneti su i služe radi lakšeg snalaženja, te se ne mogu koristiti u svrhu tumačenja Ugovora.

1.4 Termini i izrazi koji nisu posebno definisani u ovom Ugovoru imaju značenje koje im je određeno Ugovorom o zakupu.

2. UPRAVLJANJE TRŽNIM CENTROM

2.1 Zakupodavac je ovlašćen da osnuje ili imenuje privredno društvo radi upravljanja, rukovođenja i održavanja Tržnog Centra (do sada i u daljem tekstu: "**Društvo za Menadžment**"). Sve dok takvo društvo ne bude imenovano ili osnovano ili ne započne njegovo angažovanje na upravljanju i održavanju Tržnog Centra ili angažovanje takvog društva prestane iz bilo kog razloga, funkciju Društva za Menadžment za potrebe ovog Ugovora će vršiti sam Zakupodavac.

2.2 Društvo za Menadžment će utvrditi procedure vezane za upravljanje Tržnim Centrom i njegovim održavanjem kao i pravila koja će se primenjivati na sve zakupce i korisnike Tržnog Centra i nadgledaće njihovu primenu.

3. TRAJANJE UGOVORA

3.1 U skladu sa odredbama Ugovora o zakupu ovaj Ugovor će stupiti na snagu na dan njegovog potpisivanja od strane Ugovornih strana, a počće da se primenjuje na dan faktičkog otpočinjanja pružanja usluga definisanih ovim Ugovorom od strane Društva za Menadžment/Zakupodavca, a u svakom slučaju ne kasnije od Dana Otvaranja. Ovaj Ugovor će proizvoditi dejstvo tokom čitavog Perioda Zakupa, uključujući i Dodatni Period Zakupa, u slučaju da je isti ugovoren, na način kako je definisano Ugovorom o zakupu. U slučaju



of termination of the Lease Agreement due to any reason, this Agreement shall be terminated automatically at the time of termination of the Lease Agreement.

4. FUNCTIONS OF THE MANAGEMENT COMPANY

4.1 The functions of the Management Company shall include, inter alia, rendering of the following services (whether provided by the Management Company itself or by contractors, sub-contractors and/or suppliers and/or agencies on its behalf), all in the Common Areas and/or in connection with them and/or common systems and/or common installations (hereinafter referred to as: the "Services"):

4.1.1 Cleaning and maintenance of Parking Lots, access roads, gardens, green surfaces and other greenery, outdoor structures, outdoor lighting;

4.1.2 Cleaning and maintenance of other common structures and installations of a constructional or technical nature, such as bearing structures or floors, entrances, glassed roofs, metal and glass elements on outdoor facades, pedestrian communication, all toilets and sanitary premises in Common Areas, fire protection systems not housed in the Leased Units;

4.1.3 Waste disposal from the Common Areas;

4.1.4 Regular servicing, cleaning and maintenance of appliances, equipment and installation systems (air-conditioning, heating, water supply and sewerage, electrical installations, light bulbs, ventilation systems and air extraction systems, switchboard and telecommunications systems) in the Common Areas, which are installed by the Landlord;

4.1.5 Cleaning and maintenance of other Common Areas in the Shopping Center, including common systems and installations installed by the Landlord;

4.1.6 Required work and work determined by law (fire protection systems, chimneys, ventilation ducts,

prestanka važenja Ugovora o zakupu iz bilo kog razloga, ovaj Ugovor će automatski prestati da važi danom prestanka važenja Ugovora o zakupu.

4. NADLEŽNOSTI DRUŠTVA ZA MENADŽMENT

4.1 Nadležnosti Društva za Menadžment će, između ostalog, obuhvatiti pružanje sledećih usluga (bilo od strane Društva za Menadžment direktno, bilo preko ugovarača, podugovarača, pružalaca usluga i/ili dobavljača robe i usluga i/ili njihovih predstavništava), sve u Zajedničkim Površinama i/ili u vezi sa njima i/ili zajedničkim sistemima i/ili zajedničkim instalacijama (u daljem tekstu: „Usluge“):

4.1.1 Čišćenje i održavanje Parking Prostora, pristupnih puteva, bašti, zelenih površina i drugog zelenila, spoljnih objekta, spoljnog osvetljenja;

4.1.2 Čišćenje i održavanje ostalih zajedničkih delova i instalacija građevinske ili tehničke prirode, kao što su noseće konstrukcije ili podovi, ulazi, zastakljeni krovovi, metalni i stakleni elementi na spoljnim fasadama, staze za pešake, svi toaleti i sanitarne prostorije u okviru Zajedničkih Površina, sistemi za gašenje požara koji nisu smešteni u Zakupljenim Jedinicama;

4.1.3 Uklanjanje smeća iz Zajedničkih Površina;

4.1.4 Redovno servisiranje, čišćenje i održavanje aparata, opreme i sistema instalacija (klimatizacija, grejanje, vodovod i kanalizacija, električne instalacije, sijalice, sistemi za ventilaciju i odvod vazduha, centrala i telekomunikacioni sistemi) u Zajedničkim Površinama koji su instalirani od strane Zakupodavca;

4.1.5 Čišćenje i održavanje drugih Zajedničkih Površina u Tržnom Centru, uključujući i zajedničke sisteme i instalacije instalirane od strane Zakupodavca;

4.1.6 Obavezni radovi i radovi utvrđeni zakonom (protivpožarni sistemi, dimnjaci, ventilacioni kanali,

disinfection, pest control, panic light for evacuation of premises, safety valves, diesel generator set);

dezinfekcija, dezinskcija i deratizacija, svetlo za evakuaciju objekta, sigurnosni ventili, dizel agregat);

4.1.7 Supervising and managing of the Shopping Center, including the securing of necessary staff and in particular the management staff including the manager of the Shopping Center, operational managers, engineers, technicians, secretaries, etc.

4.1.7 Nadgledanje i upravljanje Tržnim Centrom, uključujući i obezbeđivanje neophodnog osoblja i posebno menadžment osoblja, uključujući i menadžera Tržnog Centra, operativne menadžere, inženjere, tehničare, sekretarice, itd.

4.1.8 The telephone switchboard, sound and loudspeaker system;

4.1.8 Telefonska centrala, ozvučenje, razglas;

4.1.9 Guarding, security, access control, video surveillance, technical maintenance of security systems installed in the Shopping Center;

4.1.9 Čuvanje, obezbeđenje, kontrola pristupa, video nadzor, tehničko održavanje sistema obezbeđenja instaliranih u Tržnom Centru;

4.1.10 Writing, updating and publishing regulations, procedures and regular instructions on any matter under the discretion of the Management Company, that shall apply to and be binding for all tenants and users in the Shopping Center, making any changes, additions or amendments to the same and supervising compliance with the same. In this framework, the Management Company shall, from time to time, at its sole discretion, determine the practices, procedures and instructions for ensuring the day to day orderly and proper management and operation of the Shopping Center. Such practices, procedures and instructions, to the extent that they may be amended and/or changed and/or updated from time to time, shall be binding for the Tenant as an integral part of his obligations in this Agreement and the Lease Agreement, and the Tenant undertakes (in person and through its agents) to observe them fully and on time. The Management Company shall have the authority to enforce compliance with these practices, procedures and instructions by the Tenant pursuant to the provisions of the Lease Agreement and this Agreement;

4.1.10 Pisanje, ažuriranje i objavljivanje pravila, procedura i redovnih uputstava u vezi bilo kog pitanja o kome odlučuje Društvo za Menadžment, a koja će se primenjivati i biti obavezujuća za sve zakupce i korisnike u Tržnom Centru, kao i sve njihove izmene i dopune i nadgledanje njihove primene. Društvo za Menadžment će s vremena na vreme, prema sopstvenoj diskrecionoj oceni, utvrđivati praksu, procedure i uputstva potrebna za svakodnevno uredno i pravilno upravljanje i funkcionisanje Tržnog Centra. Pomenuta praksa, procedure ili uputstva, sa svim izmenama i usklađivanjima biće obavezujuća za Zakupca i smatraće se sastavnim delom njegovih obaveza po ovom Ugovoru i Ugovoru o zakupu, te se Zakupac obavezuje da savesno i u potpunosti postupa u skladu sa njima (lično ili preko svojih zastupnika). Društvo za Menadžment će imati ovlašćenja da obezbedi postupanje u skladu sa ovom praksom, procedurama i uputstvima od strane Zakupca, u skladu sa odredbama Ugovora o zakupu i ovog Ugovora;

4.1.11 Organizing all parties, ceremonies, events in the Shopping Center, including for the purpose of attracting public attention to the Shopping Center and encouraging and promoting sales and business in the Shopping Center;

4.1.11 Organizovanje svih zabava, ceremonija, događaja u Tržnom Centru, uključujući događaje koji za cilj imaju promociju Tržnog Centra u javnosti i podsticanje i promociju prodaje i poslovanja koje se obavlja u okviru njega;



4.1.12 Anything else specified in this Agreement and/or the Lease Agreement and/or as the Landlord and the Management Company deems proper at their discretion.

5. AUTHORITIES OF THE MANAGEMENT COMPANY

5.1 In addition to all the other provisions of the Lease Agreement, the Management Company has the right and is authorized to act as follows:

5.1.1 The Management Company assumes responsibility for management and provision of the Services in the Shopping Center as specified in this Agreement and the Tenant agrees to this and entrusts the management and exclusive provision of the Services to the Management Company. The Tenant waives any right to manage the Shopping Center and/or provide any of the Services as defined above, itself and/or by means of others acting for it and/or together with others.

5.1.2 The Management Company shall be entitled, from time to time, at its own discretion, to determine, update and change the scope, type and/or nature of the Services provided to the Shopping Center, as well as the period of their provision.

5.1.3 The management and provision of the Services will be done by the Management Company itself and/or through other parties, in whole or in part, all at its sole discretion. Without derogating from the foregoing, it is hereby agreed that the Management Company shall be entitled to enter into agreements with suppliers and/or sub-contractors and/or any other party, regarding the provision of any Service, including but not limited to maintenance services for common systems, installations and areas of the Shopping Center, under the terms stipulated by it.

5.1.4 In order to enable the Management Company to exercise the authorities awarded to it in the terms hereof, the Management Company shall be entitled, and the Tenant undertakes to permit the Management Company to enter the Leased Premises and to execute

4.1.12 Bilo šta drugo naznačeno u ovom Ugovoru i/ili Ugovoru o zakupu i/ili ono što Zakupodavac i Društvo za Menadžment smatraju adekvatnim prema sopstvenoj diskrecionoj proceni.

5. OVLAŠĆENJA DRUŠTVA ZA MENADŽMENT

5.1 Pored svih ostalih odredbi Ugovora o zakupu, Društvo za Menadžment ima pravo i ovlašćeno je da postupa u skladu sa sledećim odredbama:

5.1.1 Društvo za Menadžment prihvata odgovornost za upravljanje i za pružanje Usluga u Tržnom Centru na način kako je to definisano ovim Ugovorom, što Zakupac prihvata, te predaje upravljanje i pružanje Usluga isključivo Društvu za Menadžment. Zakupac se odriče svakog prava da upravlja Tržnim Centrom i/ili pruži bilo koju od Usluga, na način kako je prethodno definisano, samostalno i/ili putem drugih koji rade za njega i/ili zajedno sa drugima.

5.1.2 Društvo za Menadžment biće ovlašćeno da povremeno i po svojoj ličnoj proceni, utvrdi, ažurira i promeni obim, vrstu i/ili prirodu Usluga koje pruža u okviru Tržnog Centra, kao i vreme njihovog vršenja.

5.1.3 Upravljanje i pružanje Usluga biće vršeno direktno od strane Društva za Menadžment i/ili preko trećih lica, u celini ili delimično, sve u skladu sa njegovom procenom. Ne odstupajući od gore navedenog, Društvo za Menadžment će biti ovlašćeno da zaključuje ugovore sa dobavljačima i/ili podizvođačima i/ili bilo kojim trećim licima, u vezi sa pružanjem bilo koje Usluge, uključujući ali se ne ograničavajući na usluge održavanje zajedničkih sistema, instalacija i površina u Tržnom Centru, pod uslovima definisanim tim ugovorima.

5.1.4 Kako bi Društvo za Menadžment moglo da vrši ovlašćenja u skladu sa uslovima ovde ugovorenim, isto će biti ovlašćeno, a sa čime se Zakupac saglašava, da uđe u Zakupljeni Prostor i da izvrši bilo koje radove koji mogu biti potrebni prema mišljenju Društva za Menadžment,

any work which may be required in the opinion of the Management Company in order to facilitate provision of the Services and implementation of the authorities awarded to it hereby. In all cases where the Management Company shall carry out such activities, it shall endeavor to coordinate with the Tenant regarding the time and date of such activities and the ingress of its representatives to the Leased Premises and shall endeavor to ensure that the disturbances caused to the Tenant shall be kept to the minimum possible in these circumstances.

6. ADVERTISING AND ENTERTAINMENT ACTIVITIES

- 6.1. The Management Company shall be entitled to initiate activities to publicize the Shopping Center and the businesses conducted in it, whether within the Shopping Center itself, including permanent or temporary signs, newsletters, brochures, direct mailing, Internet sites and so on, or outside the Shopping Center area in any electronic or other media, including and without derogating from the generality of the foregoing, advertising on various communications media including local or national television, radio, local or national press, the Internet, all at the sole and absolute discretion of the Management Company.
- 6.2. The Management Company shall, at its sole discretion, organize and conduct various activities and events inside and outside the Shopping Center to attract public attention to the Shopping Center, promote sales and encourage customers to visit and shop in the Shopping Center.
- 6.3. The content of the marketing activities performed by the Management Company shall be defined by the Management Company at its sole discretion. The Tenant shall not have any claim with regard to the content or volume of these marketing activities and shall not be exempted to perform the necessary marketing activities with regard to his Leased Premises.
- 6.4. The Tenant declares that he knows that the arrangement of sales promotion activities as stated in

kako bi se omogućilo pružanje Usluga i realizacija ovlašćenja koja su mu dodeljena ovim Ugovorom. Društvo za Menadžment će pri vršenju takvih aktivnosti nastojati da se sa Zakupcem dogovori u pogledu vremena i datuma takvih aktivnosti i ulaska njegovih predstavnika u Zakupljeni Prostor i nastojaće da obezbedi da uznemiravanje Zakupca bude svedeno na najmanju moguću meru u datim okolnostima.

6. REKLAMNE I ZABAVNE AKTIVNOSTI

- 6.1. Društvo za Menadžment će biti ovlašćeno da inicira aktivnosti u cilju reklamiranja Tržnog Centra i poslovanja koje se u njemu obavlja, i to bilo u okviru samog Tržnog Centra, putem trajnih ili povremenih oznaka, biltena, brošura, direktnog obraćanja, internet sajtova i slično, bilo van Tržnog Centra, putem elektronskih ili drugih medija, uključujući ali se ne ograničavajući na reklamiranje putem različitih sredstava javnog informisanja, uključujući lokalnu i nacionalnu televiziju, radio, lokalnu i nacionalnu štampu, internet, sve prema isključivoj i diskrecionoj odluci Društva za Menadžment.
- 6.2. Društvo za Menadžment će, prema svojoj sopstvenoj proceni, organizovati i sprovoditi različite aktivnosti i događaje u okviru i van Tržnog Centra u cilju njegovog reklamiranja, promocije prodaje i podsticanja potrošača da posete Tržni Centar i kupuju u njemu.
- 6.3. Sadržaj propagandnih aktivnosti biće definisan samostalno od strane Društva za Menadžment prema njegovoj isključivoj proceni. Zakupac neće imati nikakva prava u vezi sa sadržajem niti obimom ovih marketinških aktivnosti, s tim da neće biti oslobođen od vršenja neophodnih reklamnih aktivnosti u vezi sa svojim Zakupljenim Prostorom.
- 6.4. Zakupac izričito izjavljuje da je svestan činjenice da će aktivnosti u cilju reklamiranja prodaje na način kako je



this Section will inter alia also serve the interests of the Landlord, the Management Company and the other tenants in the Shopping Center. Therefore, the Tenant undertakes and confirms that he shall not raise any objection and/or claim and/or demand against the Management Company and/or Landlord on account of such activities, and they shall not be deemed in any fashion whatsoever, whether directly and/or indirectly, as a breach of any exclusivity granted to the Tenant, even if such exclusivity has been granted to him.

7. ENGAGEMENT OF EMPLOYEES AND CONTRACTORS

- 7.1 The Management Company shall, at its absolute discretion, employ and/or engage technical, professional, administrative and other staff for the purpose of providing the Services, and may also manage and provide some or all of the Services by means of contractors, sub-contractors, providers of products and services, or in any other manner it may decide at its absolute discretion, including but not limited to full or part time employment, engagement by special contract etc., under the terms it deems proper, of any individuals that the Management Company deems suitable for such engagement, all in order to execute the activities and Services that the Management Company has undertaken to execute in this Agreement.

8. TENANT'S UNDERTAKINGS

- 8.1 The Tenant hereby declares and undertakes as follows:
- 8.1.1 To have an agreement solely with the Management Company for all matters concerning management and provision of the Services and to receive each and all of the Services solely through the Management Company as herein provided. The Tenant shall not be entitled to receive any of the Services or a similar service or any part thereof except through the Management Company. The Tenant shall not be entitled to refuse the Services or any part thereof, or to cease receiving any of the Services and/or to postpone and/or delay and/or suspend receipt of any of the Services;

definirano ovim Odeljkom, između ostalog služiti i interesima Zakupodavca, Društva za Menadžment i ostalih zakupaca u Tržnom Centru. Stoga, Zakupac prihvata i potvrđuje da neće imati bilo kakvih prigovora i/ili zahteva i/ili potraživanja prema Društvu za Menadžment i/ili Zakupodavcu u vezi takvih aktivnosti, te da one neće biti na bilo koji način, bilo direktno i/ili indirektno, smatrane kao kršenje bilo kakvog prava ekskluziviteta Zakupca, u slučaju kada mu je takvo pravo ekskluziviteta dato.

7. ZAPOSŁJAVANJE I ZAKŁUČIVANJE UGOVORA O DELU SA TREĆIM LICIMA

- 7.1 Društvo za Menadžment će, prema sopstvenoj diskrecionoj oceni, zapošļavati i/ili angažovati tehničko, stručno, administrativno i drugo osoblje u cilju pružanja Usluga, uz mogućnost da sve ili deo ovih Usluga poveri i trećim licima, ugovaračima, podugovaračima, dobavljačima robe i usluga ili da ih angažuje na bilo koji drugi način, po sopstvenoj odluci, uključujući ali se ne ograničavajući na zapošļavanje lica sa punim ili nepunim radnim vremenom, angažovanje lica po osnovu posebnih ugovora i slično i to pod uslovima koje Društvo za Menadžment smatra odgovarajućim, a sve u cilju da se izvrše sve radnje i Usluge koje je Društvo za Menadžment obavezno da izvrši po ovom Ugovoru.

8. OBAVEZE ZAKUPCA

- 8.1 Zakupac izjavļjuje i obavezuje se na sledeće:
- 8.1.1 Da će za sva pitanja vezana za menadžment i pružanje Usluga imati ugovor samo sa Društvom za Menadžment, kao i da će primati pružanje svih Usluga isključivo preko Društva za Menadžment na način kako je ovim Ugovorom predviđeno. Zakupac nije ovlašćen da primi pružanje bilo koje Usluge niti bilo koje slične usluge, u celini ili delimično, na bilo koji drugi način osim preko Društva za Menadžment. Zakupac nije ovlašćen da odbije pružanje Usluga, niti bilo kog njihovog dela, niti da prestane da ih prima i/ili da odloži i/ili obustavi prijem bilo koje od Usluga;

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| <p>8.1.2 To pay the Management Fees and any other payments as required in full and on time, as specified in Section 9 below;</p> | <p>8.1.2 Da će u celosti i blagovremeno plaćati Naknadu za Menadžment i sve druge novčane obaveze, kako je definisano u Odeljku 9. ovog Ugovora;</p> |
| <p>8.1.3 To comply with all the Management Company's directions in connection with provision of the Services and use of the Shopping Center facilities, whether such facilities are owned by and/or in the possession of and/or the responsibility of the Management Company or owned by and/or in the possession of and/or the responsibility of the Landlord or owned by and/or in the possession of and/or the responsibility of the Tenant, whether such systems are located in the Common Areas or within the Leased Premises, and he also undertakes to maintain such facilities in good working order throughout the entire Lease Term;</p> | <p>8.1.3 Da će postupati u skladu sa svim uputstvima Društva za Menadžment u vezi sa pružanjem Usluga i upotrebom sadržaja Tržnog Centra, bilo da su ti sadržaji u vlasništvu i/ili državini Društva za Menadžment i/ili je ono za njih odgovorno ili su u vlasništvu i/ili državini Zakupodavca i/ili je on za njih odgovoran ili su u vlasništvu i/ili državini Zakupca i/ili je on za njih odgovoran, bez obzira na to da li se ti sistemi nalaze u okviru Zajedničkih Površina ili u Zakupljenom Prostoru, kao i da će održavati te sadržaje u dobrom stanju tokom celog Perioda Zakupa;</p> |
| <p>8.1.4 That the Tenant and/or any person or body acting on his behalf shall cooperate with the Management Company and shall assist it in any case where such help and cooperation are required in order to facilitate proper and orderly management of the Shopping Center and provision of all the Services;</p> | <p>8.1.4 Da će Zakupac i/ili drugo lice ili organ koje postupa u njegovo ime sarađivati sa Društvom za Menadžment i pružati mu pomoć u svakoj situaciji kada ta pomoć bude bila neophodna kako bi se omogućilo odgovarajuće i uredno upravljanje Tržnim Centrom i pružanje svih Usluga;</p> |
| <p>8.1.5 To notify the Management Company promptly of any event which shall require action by the Management Company;</p> | <p>8.1.5 Da će bez odlaganja obavestiti Društvo za Menadžment o svakom događaju koji zahteva preduzimanje adekvatnih mera od strane Društva za Menadžment;</p> |
| <p>8.1.6 To enable the Management Company and/or those persons or bodies acting on its behalf to enter upon the Leased Premises for the purpose of performing duties in connection with the operation and rendering of the Services, whether such works are to be performed for the benefit of the Tenant or for the benefit of any other tenant in the Shopping Center or for the purpose of conducting repairs in any other part of the Shopping Center and to execute any work which, in the sole opinion of the Management Company, is required in order to enable it to fulfill its undertakings under this Agreement. In all events where such works are carried out, the Management Company shall endeavor that the disturbances caused to the Tenant shall be kept to a minimum;</p> | <p>8.1.6 Da će omogućiti Društvu za Menadžment i/ili licima ili organima koja deluju u njegovo ime da uđu u Zakupljeni Prostor radi izvršavanja njihovih dužnosti u vezi sa pružanjem Usluga, bez obzira na to da li se ti radovi izvode u korist Zakupca ili bilo kog drugog zakupca u Tržnom Centru ili za potrebe obavljanja popravki u bilo kom drugom delu Tržnog Centra kao i da će mu omogućiti da obavi bilo koje radove koji su po mišljenju Društva za Menadžment neophodni kako bi isto bilo u mogućnosti da ispuni obaveze preuzete ovim Ugovorom. U svim navedenim slučajevima, Društvo za Menadžment će nastojati da obezbedi da uznemiravanje Zakupca bude svedeno na najmanju moguću meru;</p> |



- 8.1.7 To comply with the provisions of the Lease Agreement pertaining inter alia to the commercial activities to be conducted in the Leased Premises and/or the Shopping Center and the hours during which such activities must be carried out; the nature of the use to be made of the Leased Premises; compliance with regulations, procedures and instructions given by the Management Company; refraining from causing disturbances or affixing signposts other than in the manner specifically permitted by the Landlord in written form; compliance with regulations pertaining to transit of goods to and from the Leased Premises; refraining from placing goods outside the boundaries of the Leased Premises; proper conduct of business operations in the Leased Premises; compliance with regulations pertaining to the advertising of the Shopping Center, etc.;
- 8.1.8 The Tenant himself shall, at his responsibility and expense, take care of regular and orderly removal of waste from the Leased Premises to a legally permitted place of disposal or other place of disposal determined by the Management Company. The Tenant shall collect any waste resulting from operation of his business, including empty packages, in the place designated for this purpose within the Leased Premises until its removal as aforesaid. The Tenant shall absolutely avoid placing any waste and/or packaging and/or any other item in the Common Areas. The Management Company may determine instructions, at its discretion, in connection with the removal of waste from the Shopping Center. In this connection, and without affecting the generality of the foregoing, the Management Company may direct the Tenant to, at his expense, in the Leased Premises or in adjacent areas, as the Management Company directs, install any type of garbage compactor, including for wet refuse, packaging and so forth and/or the Management Company may make an arrangement with a company and/or a body regarding removal of waste and/or require the tenants to reach an indirect arrangement with that company or body jointly or severally in order to arrange removal of waste from the Leased Premises. The Management Company may determine the location and size of waste
- 8.1.7 Da će se pridržavati odredaba Ugovora o zakupu koje se, između ostalog, odnose na privredne aktivnosti koje se odvijaju u Zakupljenom Prostoru i/ili Tržnom Centru i vreme obavljanja tih aktivnosti; način korišćenja Zakupljenog Prostora; usklađenost sa pravilima, procedurama i uputstvima datim od strane Društva za Menadžment; uzdržavanje od bilo kakvog uznemiravanja ili postavljanja oznaka osim na način koji je izričito i u pisanoj formi odobren od strane Zakupodavca; postupanje u skladu sa pravilima koja uređuju prenos robe do i od Zakupljenog Prostora; uzdržavanje od smeštanja robe van Zakupljenog Prostora; uredno i propisno obavljanje poslovnih aktivnosti u Zakupljenom Prostoru; postupanje u skladu sa pravilima koja se odnose na reklamiranje Tržnog Centra itd.;
- 8.1.8 Zakupac je dužan da se, o svom trošku i na sopstvenu odgovornost, stara o redovnom i urednom uklanjanju otpada iz Zakupljenog Prostora i dopremanju istog do propisanog mesta za odlaganje otpada ili do drugog mesta koje je Društvo za Menadžment odredilo za odlaganje otpada. Zakupac je dužan da prikupi sav otpad koji je nastao kao posledica obavljanja njegove delatnosti, uključujući i praznu ambalažu, te da ga smesti na mesto namenjeno za ovu svrhu u sklopu Zakupljenog Prostora, gde će biti smešten do njegovog daljeg otpremanja na gore pomenuti način. Zakupac se izričito obavezuje da ne smešta otpad i/ili ambalažu i/ili druge predmete na Zajedničke Površine. Društvo za Menadžment može, po svom nahođenju, da daje uputstva u vezi sa uklanjanjem otpada iz Tržnog Centra. U vezi prethodnim i ne isključujući napred pomenuta opšta pravila, Društvo za Menadžment može da uputi Zakupca da, o sopstvenom trošku, u Zakupljenom Prostoru ili susednim površinama, u skladu sa uputstvima Društva za Menadžment, ugradi bilo koji tip kontejnera za otpad, uključujući i kontejnere namenjene za smeštaj mokrog otpada, ambalaže i slično i/ili Društvo za Menadžment može da ugovori sa privrednim društvom i/ili organom nadležnim za odnošenje otpada da ono uklanja otpad i/ili da zahteva od zakupaca da postignu sporazume sa trećim licem, zajednički ili

containers and/or compactors to be placed in the Shopping Center. In any event, the Management Company shall not pay any fee, levy or charge in connection with removal of waste from the Leased Premises and from the Shopping Center and such payments shall apply to the Tenants separately and in addition to the Management Fees. Different tenants may be obliged to pay different amounts considering the volume of waste generated by the operation of their business, its type and so forth.

- 8.1.9 The Tenant undertakes that he shall refrain from executing any act which is in the exclusive authority and control of the Management Company pursuant to the provisions of this Agreement and/or the Lease Agreement, nor shall he agree or permit such action thereof by any person or body other than the Management Company, unless the Management Company specifically agrees thereto in advance and in writing or in the event that immediate action is required in order to prevent harm or damage being caused to the Leased Premises and/or the Shopping Center, provided that the Management Company is unable to implement such immediate action.

9. MANAGEMENT FEES

- 9.1 The Tenant undertakes to pay to the Landlord or the Management Company (upon the Landlord's instructions), together with the other tenants in the Shopping Center, the Management Fees in the amount specified in Appendix "A" to the Lease Agreement, increased by value added tax required by Applicable Law, as participation in the fees and costs related to the Services as defined in Section 4 of this Agreement, as well as the following costs:
- 9.1.1 Costs of power supply of the Common Areas and the common installations;
- 9.1.2 Costs of water supply and sewerage in the Common Areas. This especially includes water supply in common

pojedinačno, sa ciljem da organizuju uklanjanje otpada iz Zakupljenog Prostora. Društvo za Menadžment može da odredi mesto gde će biti smešteni kontejneri za otpad u Tržnom Centru kao i njihovu veličinu. U svakom slučaju, Društvo za Menadžment neće plaćati nikakvu naknadu ili kaznu u vezi sa otklanjanjem otpada iz Zakupljenog Prostora, a ova plaćanja će snositi zakupci odvojeno i kao dodatak Naknadi za Menadžment Usluge. Različitim zakupci mogu plaćati različite novčane iznose u zavisnosti od količine otpada koju stvaraju pri obavljanju svojih poslovnih delatnosti, u zavisnosti od vrste otpada i drugih relevantnih okolnosti.

- 8.1.9 Zakupac se obavezuje da će se uzdržati od izvršenja bilo koje radnje koja je u isključivoj nadležnosti i pod isključivom kontrolom Društva za Menadžment na osnovu odredaba ovog Ugovora i/ili Ugovora o zakupu i da neće dozvoliti niti se složiti da takvu radnju preduzima bilo koje drugo lice izuzev Društva za Menadžment, osim ukoliko se Društvo za Menadžment sa time izričito unapred složi u pisanoj formi ili u slučaju da je neophodno hitno postupanje kako bi se sprečio nastanak štete u Zakupljenom Prostoru i/ili Tržnom Centru pod uslovom da Društvo za Menadžment nije bilo u mogućnosti da preduzme takvu hitnu radnju.

9. NAKNADA ZA MENADŽMENT USLUGE

- 9.1 Zakupac se obavezuje da Zakupodavcu ili Društvu za Menadžment (prema instrukcijama Zakupodavca), zajedno sa ostalim zakupcima u Tržnom Centru, plati Naknadu za Menadžment Usluge u iznosu određenom u Prilogu „A“ Ugovora o zakupu, uvećanu za porez na dodatu vrednost u skladu sa Relevantnim Propisima, na ime učešća u naknadama i troškovima u vezi sa Uslugama definisanim u Odeljku 4. ovog Ugovora, kao i sledećim troškovima:
- 9.1.1 Troškovima snabdevanja električnom energijom Zajedničkih Površina i zajedničkih instalacija;
- 9.1.2 Troškovima snabdevanja vodom i troškovima kanalizacije u okviru Zajedničkih Površina. To uključuje



premises and facilities, as well as those used by consumers (i.e. toilets and sanitary junctions, central air-conditioning systems, sprinkler systems);

naročito potrošnju vode u prostorijama i postrojenjima koja se zajednički koriste, kao i onim koje koriste potrošači (npr. toaleti i sanitarni čvorovi, centralni sistem klimatizacije, sistem sprinklera);

9.1.3	Costs of HVAC (heating, ventilation and air conditioning) of the Common Areas;	9.1.3	Troškove KGH (klimatizacije, grejanja i hlađenja) Zajedničkih Površina;
9.1.4	Costs of expendable materials in the Common Areas (hygienic consumable materials, light bulbs, filters, etc.)	9.1.4	Troškovima potrošnog materijala u okviru Zajedničkih Površina (higijenski potrošni materijal, sijalice, filteri i dr.)
9.1.5	Costs of sinking fund;	9.1.5	Troškovima fonda za amortizaciju;
9.1.6	Premiums and costs of the Shopping Center Insurances as specified in the Lease Agreement;	9.1.6	Premijama i troškovima osiguranja Tržnog Centra, kako je utvrđeno u Ugovoru o zakupu;
9.1.7	Taxes and compensations of any kind, assessed by the relevant tax department, other public authority, public company, institution, etc. including all other obligatory payments according to Applicable Laws, as well as other potential taxes and compensations in connection with Common Areas and all other taxes and compensations regarding the Land and/or the Shopping Center and which are not a direct obligation of the Tenant according to the provisions of this Agreement;	9.1.7	Porezima i naknadama bilo koje vrste, utvrđenim od strane nadležnog poreskog organa, drugog državnog organa, javnog preduzeća, institucije, itd. uključujući i sva druga obavezna plaćanja u skladu sa Relevantnim Propisima, kao i ostalim mogućim porezima i naknadama u vezi sa Zajedničkim Površinama, kao i svim drugim porezima i naknadama u vezi sa Zemljištem i/ili Tržnim Centrom, a koji ne predstavljaju direktnu obavezu Zakupca u skladu sa odredbama ovog Ugovora;
9.1.8	Property management fee – for the Services specified in Article 4.1.7 of this Agreement;	9.1.8	Naknadi za upravljanje objektom – za Usluge navedene u članu 4.1.7 ovog Ugovora;
9.2	The Tenant hereby declares that he is aware that the amount of the Management Fees may be updated each calendar year during the Lease Term in order to reflect actual costs at that time, as well as that the Tenant shall be obliged to pay any shortfall calculated on the basis of the yearly specification of the payments received by the Landlord/Management Company and the actual costs paid during the previous year, all in accordance with the Lease Agreement. The amount of the Management Fees shall be automatically increased each year during the Lease Term by the MUICP, as specified in the Lease Agreement. The Tenant hereby declares and confirms that he neither has nor shall have any demands, complaints or claims in this connection against the	9.2	Zakupac izjavljuje da je svestan da iznos Naknade za Menadžment Usluge može da bude uvećan svake kalendarske godine tokom Perioda Zakupa kako bi bili obuhvaćeni stvarni troškovi u tom trenutku, kao i da je svestan da će biti dužan da plati svaki manjak koji bude obračunat na osnovu godišnje specifikacije uplata koje je Zakupodavac/Društvo za Menadžment primilo u odnosu na stvarne troškove plaćene tokom prethodne godine, a sve u skladu sa Ugovorom o zakupu. Iznos Naknada za Menadžment Usluge biće automatski uvećavana svake godine tokom trajanja zakupa za vrednost MUICP indeksa, kako je određeno u Ugovoru o zakupu. Zakupac izjavljuje i potvrđuje da nema niti će imati zahteve, primedbe ili potraživanja prema

Landlord and/or against the Management Company and that he shall have no demands for a reduction of the Management Fees.

9.3 The Management Fees shall be calculated on the basis of the Area of the Leased Premises in accordance with the provisions of the Lease Agreement and Appendix "A" to the Lease Agreement.

9.4 The Tenant hereby declares and confirms that it knows that the "anchor shops" in the Shopping Center may pay the Management Fees at a predetermined fixed amount or at the amount determined according to any criterion agreed with them at the absolute and sole discretion of the Landlord and he hereby gives his consent to this. The Tenant declares and confirms that he neither has nor shall have any demands, complaints or claims in this connection against the Landlord and the Management Company and that he shall have no demand for a reduction of the amount of the Management Fees that he is obliged to pay.

9.5 If, at the discretion of the Landlord/Management Company, it is possible to separate the costs based on consumption of a specific service, the Landlord/Management Company may, at its discretion, charge each tenant separately in accordance with its consumption of that service.

9.6 If for any reason whatsoever the Landlord and/or Management Company decide to finance, themselves and at their expense, fully or in part, a particular activity or expense in a particular year and/or in a particular month without charging the tenants or any of them for such expense, the Landlord or the Management Company, as applicable, may charge the tenants, including the Tenant (in the manner in which the Tenant and/or the tenants are charged the Management Fees pursuant to this Agreement and the Lease Agreement) for these charges in subsequent months or years, all at its discretion.

Zakupodavcu i/ili Društvu za Menadžment u vezi sa gore navedenim i da neće isticati bilo kakve zahteve u vezi sa smanjenjem iznosa Naknade za Menadžment Usluge.

9.3 Naknada za Menadžment Usluge obračunava se prema Površini Zakupljenog Prostora utvrđenoj u skladu sa odredbama Ugovora o zakupu i Priloga „A“ Ugovora o zakupu.

9.4 Zakupac izjavljuje i potvrđuje da je upoznat sa tim da „vodeći maloprodajni objekti“ u Tržnom Centru mogu da plaćaju Naknadu za Menadžment Usluge u unapred utvrđenom fiksnom iznosu ili u iznosu utvrđenom u skladu sa bilo kojim kriterijumom koji je sa njima ugovoren, prema isključivoj diskrecionoj odluci Zakupodavca i ovim putem daje svoj pristanak na ovu okolnost. Zakupac dalje izjavljuje i potvrđuje da nema niti će imati bilo kakve zahteve, primedbe ili potraživanja u vezi sa gore navedenim prema Zakupodavcu i Društvu za Menadžment, te da neće isticati zahteve za umanjnjem iznosa Naknade za Menadžment Usluge koji je on dužan da plaća.

9.5 Ako je po oceni Zakupodavca/Društva za Menadžment moguće razdvojiti troškove za pružanje konkretne usluge, isti može po sopstvenom nahođenju naplatiti naknadu za upotrebu ove pojedinačne usluge svakom zakupcu odvojeno u skladu sa njegovom potrošnjom navedene usluge.

9.6 Ako iz bilo kog razloga Zakupodavac ili Društvo za Menadžment odluče da lično i o sopstvenom trošku finansiraju, delimično ili u celini, određenu aktivnost ili trošak u određenoj godini i/ili mesecu bez naplaćivanja tog troška od bilo kog zakupca, Društvo za Menadžment ili Zakupodavac mogu da naplate od zakupaca, uključujući Zakupca (na način na kojima se Zakupcu i/ili zakupcima utvrđuje Naknada za Menadžment Usluge na osnovu ovog Ugovora i Ugovora o zakupu) ove troškove u narednim mesecima ili godinama, a sve u skladu sa sopstvenom odlukom.



- 9.7 The Tenant hereby undertakes to pay the Management Fees during the entire Lease Term, as determined in the Lease Agreement and Appendix "A" to the Lease Agreement, whether he is renting the Leased Premises himself, or whether he has permitted the use of the Leased Premises to another Person with the Landlord's consent, or whether there is nobody actually operating in the Leased Premises, or whether he has actually made use of the Leased Premises and/or Services or not (and for any reason whatsoever).
- 9.8 It is clarified that depositing a bank draft and/or any note with the Landlord or the Management Company and/or giving authorization and/or standing orders shall in no way be deemed a payment except after actual settlement of such payments.
- 9.9 If the Tenant is late with any aforesaid payment, he shall bear the Delay Interests and all costs connected therewith, as specified in the Lease Agreement from the first day of such lateness until the actual date of payment, without derogating from any other relief and/or remedy and/or rights granted to the Landlord and/or the Management Company by this Agreement and/or by the Lease Agreement and/or by any Applicable Law.
- 10. SERVICES TO OTHER TENANTS**
- 10.1 Without derogating from the generality of the foregoing, the Management Company may render any of the Services listed in this Agreement and/or special and/or other and/or additional services to any tenant of any Leased Unit in the Shopping Center, on the terms and for the payment agreed by it with such tenant separately.
- 10.2 It is hereby explicitly agreed that the Management Company is entitled to make agreements with any other third parties for the provision of similar or identical services to the Services it provides pursuant to the provisions of this Agreement, also with respect to other shopping centers and/or offices and/or residential buildings apart from the Shopping Center and without
- 9.7 Zakupac se obavezuje da će plaćati Naknadu za Menadžment Usluge tokom celokupnog Perioda Zakupa, kako je određeno Ugovorom o zakupu i Prilogom „A“ Ugovora o zakupu, bilo da sam iznajmljuje Zakupljeni Prostor ili je dozvolio drugom licu da koristi Zakupljeni Prostor uz pristanak Zakupodavca ili u situaciji da niko ne koristi Zakupljeni prostor i bez obzira na to da li zapravo koristi Zakupljeni Prostor i/ili Usluge ili ne (iz bilo kog razloga).
- 9.8 Izričito se potvrđuje da se predaja bankarskog čeka ili naloga Zakupodavcu ili Društvu za Menadžment i/ili davanje ovlašćenja i/ili trajnih naloga neće smatrati isplatom sve dok ne dođe do faktičkog prenosa novca na račun Zakupodavca, odnosno Društva za Menadžment.
- 9.9 Ako Zakupac kasni sa isplatom bilo koje od navedenih naknada, isti će snositi troškove Zatezne Kamate i sve troškove u vezi sa tim, kako je određeno Ugovorom o zakupu, počev od prvog dana kašnjenja do dana isplate, ne isključujući time pravo na drugi pravni lek i/ili pravno sredstvo ili drugo pravo garantovano Zakupodavcu i/ili Društvu za Menadžment prema ovom Ugovoru i/ili Ugovoru o zakupu i/ili Relevantnim Propisima.
- 10. USLUGE DRUGIM ZAKUPCIMA**
- 10.1 Ne isključujući gore navedeno, Društvo za Menadžment može da pruži bilo koju od Usluga navedenih u ovom Ugovoru i/ili posebnu i/ili drugu i/ili dodatnu uslugu bilo kom zakupcu u Tržnom Centru, pod uslovima i uz naknadu koju ugovori sa tim zakupcem.
- 10.2 Izričito se ugovara da je Društvo za Menadžment ovlašćeno da sklapa ugovore sa trećim licima za pružanje usluga koje su identične ili slične Uslugama koje pruža na osnovu ovog Ugovora, kao i sa drugim tržišnim centrima i/ili kancelarijama i/ili stambenim zgradama, nezavisno od Tržnog Centra i bez ograničenja - pod uslovom da to

limitation – provided that this does not affect its compliance with all its obligations as stated in this Agreement.

11. PLEDGE AND TRANSFER OF RIGHTS AND OBLIGATIONS

11.1 The Tenant is aware that the Shopping Center (including buildings and the Land) and/or any part thereof including the Leased Premises and/or the Building License and/or the company shares and/or any other property and/or right of the Landlord, as well as the Landlord's existing and future receivables payable by the Tenant under the Lease Agreement and/or this Agreement and the Landlord's future financial assets on the accounts under the Lease Agreement and/or this Agreement, are or may be mortgaged or pledged to a bank and/or other financial institution and/or any other party as a security for the purpose of financing the Shopping Center. The Tenant hereby explicitly and irrevocably approves and gives his consent to the existence, establishment and registration of any such mortgage or pledge and undertakes, if required, to sign and verify before the competent authority, upon the first written notice of the Landlord and without delay, an appropriate mortgage/pledge statement to facilitate mortgage/pledge registration and realization in accordance with the Law on Mortgage and Law on Pledge on Movable Assets in the Pledge Register of the Republic of Serbia and other Applicable Laws.

11.2 By signing this Agreement, the Tenant irrevocably and unconditionally accepts in advance that the Landlord may assign and/or transfer and/or pledge, partially or in full, its rights and/or obligations under this Agreement, all or in part, to the Management Company or any third party, in which case this Agreement shall be considered as assigned and/or transferred and/or pledged upon the Tenant receiving written notification of such assignment and/or transfer and/or pledge.

11.3 By signing this Agreement, the Tenant irrevocably and unconditionally accepts that the Management Company may assign and/or transfer and/or pledge, partially or in full, its rights and/or obligations under this Agreement,

ne utiče na poštovanje svih njegovih obaveza preuzetih ovim Ugovorom.

11. ZALOGA I PRENOS PRAVA I OBAVEZA

11.1 Zakupac je svestan da Tržni Centar (uključujući zgrade i Zemljište) i/ili bilo koji njegov deo uključujući i Zakupljeni Prostor, i/ili Građevinsku Dozvolu i/ili udele u društvu i/ili bilo koju drugu imovinu i/ili pravo Zakupodavca, kao i postojeća i buduća potraživanja Zakupodavca prema Zakupcu po osnovu Ugovora o zakupu i/ili ovog Ugovora i Zakupodavčeva buduća novčana sredstva na računima po osnovu Ugovora o zakupu i/ili ovog Ugovora jesu ili mogu biti predmet hipoteke, odnosno založnog prava u korist banke i/ili druge finansijske ustanove i/ili trećeg lica kao obezbeđenje za potrebe finansiranja Tržnog Centra. Zakupac ovim izričito i neopozivo izjavljuje da je saglasan sa postojanjem, ustanovljenjem i uknjižbom bilo kakve hipoteke, odnosno založnog prava i obavezuje se da će u slučaju potrebe, bez odlaganja i na prvi poziv Zakupodavca, potpisati i overiti pred nadležnim organom odgovarajuću izjavu neophodnu za uspostavljanje, uknjižbu i realizaciju hipoteke, odnosno zaloge, u skladu sa Zakonom o hipoteci i Zakonom o založnom pravu na pokretnim stvarima upisanim u registar Republike Srbije i drugim Relevantnim Propisima.

11.2 Potpisivanjem ovog Ugovora, Zakupac neopozivo i bezuslovno unapred prihvata da Zakupodavac može da ustupi i/ili prenese i/ili da u zalogu svoja prava i obaveze iz ovog Ugovora u potpunosti ili delimično, Društvu za Menadžment ili bilo kom trećem licu, u kom slučaju će se smatrati da je ovaj Ugovor ustupljen i/ili prenet i/ili založen nakon što je Zakupac dobio pismeno obaveštenje o predmetnom ustupanju i/ili prenosu i/ili zalozi.

11.3 Potpisivanjem ovog Ugovora, Zakupac neopozivo i bezuslovno prihvata da Društvo za Menadžment može da ustupi i/ili prenese i/ili da u zalogu, u celini ili delimično, svoja prava i/ili obaveze iz ovog Ugovora, u



all or in part, to a third party or other management company or the Landlord, in which case this Agreement shall be considered as assigned and/or transferred and/or pledged upon the Tenant receiving written notification of such assignment and/or transfer and/or pledge.

11.4 The Tenant undertakes to comply with all his undertakings as stated in this Agreement with respect to anyone that replaces the Management Company without reservation, and the Tenant also undertakes to cooperate with the Management Company and/or with whoever replaces it and to sign any authorization and/or any other document that it may be required to sign by the Management Company in order to enable such transfer in full, including and without derogating from the generality of the foregoing, a new management agreement.

11.5 To remove any doubt, it is clarified that the transfer of rights and/or obligations as stated in this clause shall not in any way be deemed a breach of the Agreement by the Management Company or the Landlord.

12. OFFSETTING, WITHHOLDING

12.1 The Tenant shall not be entitled to set off any amount that may be due to him by the Landlord/Management Company against the Management Fees or any other payment that he owes according to this Agreement.

12.2 The Tenant shall not be entitled to cease and/or delay and/or withhold any payment of the Rent or any other payment that he owes to the Landlord pursuant to the Lease Agreement by reason of any demand or claim against the Management Company pertaining to providing of the Services, nor shall he be entitled to make payment of the Rent or any other payment that he owes to the Landlord pursuant to the Lease Agreement conditional upon providing of the Services by the Management Company.

potpunosti ili delimično, trećem licu ili drugom društvu za menadžment ili Zakupodavcu, u kom slučaju će se smatrati da je ovaj Ugovor ustupljen i/ili prenet i/ili založen nakon što je Zakupac dobio pismeno obaveštenje o predmetnom ustupanju i/ili prenosu i/ili zalozi.

11.4 Zakupac se obavezuje da će se pridržavati svih svojih obaveza preuzetih ovim Ugovorom, nezavisno od toga da li će neko zameniti Društvo za Menadžment i pri tome se obavezuje da sarađuje sa Društvom za Menadžment i/ili sa bilo kim ko bude došao na njegovo mesto, kao i da će potpisati svako ovlašćenje i/ili bilo koji drugi dokument koji od njega bude tražilo Društvo za Menadžment kako bi bio omogućen potpun prenos Ugovora, uključujući ali se ne ograničavajući i na zaključenje novog ugovora o pružanju menadžment usluga.

11.5 Radi otklanjanja svake sumnje, konstatuje se da se prenos prava i/ili obaveza na način kako je to navedeno u ovoj odredbi neće ni pod kojim uslovima smatrati povredom odredaba Ugovora od strane Društva za Menadžment ili Zakupodavca.

12. PREBIJANJE POTRAŽIVANJA, ZADRŽAVANJE ISPLATE

12.1 Zakupac nije ovlašćen da izvrši prebijanje bilo kog svog potraživanja prema Zakupodavcu/Društvu za Menadžment sa obavezom plaćanja Naknade za Menadžment Usluge ili bilo kog drugog iznosa koji duguje po ovom Ugovoru.

12.2 Zakupac nije ovlašćen da obustavi i/ili odloži i/ili zadrži bilo koji iznos Zakupnine ili bilo koje druge naknade koju duguje Zakupodavcu na osnovu Ugovora o zakupu iz razloga što ima neki zahtev ili potraživanje prema Društvu za Menadžment u vezi sa pružanjem Usluga, niti će biti ovlašćen da uslovi isplatu Zakupnine ili druge naknade koju duguje Zakupodavcu na osnovu Ugovora o zakupu prethodnim izvršenjem Usluga od strane Društva za Menadžment.

12.3 The Tenant shall not be entitled to cease and/or delay and/or withhold any payment of the Management Fees in terms of this Agreement by reason of any demand or claim which he may have against the Landlord pertaining to the lease and/or the Leased Premises and/or arising out of the lease, nor shall he be entitled to make payment of the Management Fees conditional upon the Landlord's fulfillment of his undertakings and obligations from the Lease Agreement.

13. BREACH OF THE AGREEMENT BY THE TENANT

13.1 In any case where the Tenant breaches any of the provisions of this Agreement or the Lease Agreement, the Management Company shall be entitled to, wholly or in part, cease providing of the Services to the Tenant, without affecting the Management Company's or Landlord's right to any relief and/or remedy and/or right granted to it by this Agreement and/or the Lease Agreement and/or any Applicable Law.

13.2 It is clarified that any action by the Management Company as stated in this Section shall not exempt the Tenant from its obligations for full and timely payment of the Rent and/or the Management Fees and/or any other payment applying to him according to this Agreement and the Lease Agreement.

13.3 The Tenant's refusal or unwillingness to accept any of the Services and/or his wish to cease provision of any such Service shall not release the Tenant from its obligation to fully participate in all the expenses and all its other obligations as stated in this Agreement.

13.4 It is hereby explicitly agreed that a breach of any of the provisions of this Agreement shall be deemed a fundamental breach of the Agreement. It is further agreed that any fundamental breach of this Agreement by the Tenant shall be deemed a fundamental breach of the Lease Agreement, for all intents and purposes. In this case, the Landlord/Management Company shall have all the rights and/or reliefs and/or remedies available to

12.3 Zakupac nije ovlašćen da obustavi i/ili odloži i/ili zadrži isplatu Naknade za Menadžment Usluge u skladu sa ovim Ugovorom iz razloga što ima zahtev ili potraživanje prema Zakupodavcu u vezi sa zakupom i/ili Zakupljenim Prostorom i/ili koje potiče iz zakupa niti je ovlašćen da uslovi plaćanje Naknade za Menadžment Usluge prethodnim ispunjenjem obaveza Zakupodavca iz Ugovora o zakupu.

13. KRŠENJE UGOVORA OD STRANE ZAKUPCA

13.1 U slučaju kršenja bilo koje odredbe ovog Ugovora ili Ugovora o zakupu od strane Zakupca, Društvo za Menadžment će biti ovlašćeno da u celosti ili delimično obustavi pružanje Usluga Zakupcu, ne isključujući time bilo koje drugo pravo i/ili pravno sredstvo i/ili pravni lek koji Društvo za Menadžment i/ili Zakupodavac imaju prema ovom Ugovoru i/ili Ugovoru o zakupu i/ili Relevantnim Propisima.

13.2 Ovim se pojašnjava da bilo koja radnja Društva za Menadžment, kako je navedeno u ovom Odeljku, neće osloboditi Zakupca obaveze potpunog i blagovremenog plaćanja Zakupnine, Naknade za Menadžment Usluge kao i bilo kog drugog plaćanja koje se na njega primenjuje u skladu sa ovim Ugovorom i Ugovorom o zakupu.

13.3 Zakupac neće biti oslobođen dužnosti da u potpunosti učestvuje u svim troškovima i drugim obavezama iz ovog Ugovora i u slučaju da Zakupac odbija ili ne želi da prihvati bilo koju Uslugu ili želi da se obustavi sa pružanjem takve Usluge.

13.4 Ugovorne strane izričito ugovaraju da će se kršenje bilo koje odredbe ovog Ugovora od strane Zakupca smatrati grubim kršenjem ovog Ugovora. Ugovorne strane dalje saglasno ugovaraju da će se grubo kršenje ovog Ugovora smatrati i kao grubo kršenje Ugovora o zakupu od strane Zakupca. U tom slučaju, Zakupodavac/Društvo za Menadžment će imati na raspolaganju sva prava i/ili pravna sredstva i/ili pravne lekove u skladu sa ovim



them under this Agreement and/or the Lease Agreement and/or any Applicable Law.

Ugovorom i/ili Ugovorom o zakupu i/ili Relevantnim Propisima.

14. MISCELLANEOUS

14. PRELAZNE I ZAVRŠNE ODREDBE

14.1 No amendment and/or waiver and/or deviation from the provisions of this Agreement shall be valid unless they were made in writing and were legally signed by the authorized signatories of the Parties to this Agreement.

14.1 Nijedna promena i/ili odricanje i/ili odstupanje od odredbi ovog Ugovora neće proizvoditi dejstvo ukoliko nije izvršena u pisanoj formi i propisno potpisana od strane ovlašćenih lica Ugovornih strana.

14.2 An agreement by a Party to deviate from the terms of the Agreement in a particular case shall not constitute a precedent for any other case. If a Party did not use a right given to it according to this Agreement in a particular case, this shall not be regarded as a waiver of that same right in the same case and/or another similar case or a case which is not similar, and no waiver shall be inferred from this of any right of the same Party. A waiver that was done in one matter shall not constitute a precedent in another matter.

14.2 Saglasnost Ugovorne strane da odstupi od odredbi Ugovora u konkretnom slučaju neće predstavljati presedan za bilo koji drugi slučaj. Ukoliko Ugovorna strana nije koristila pravo koje ima prema ovom Ugovoru u konkretnom slučaju, ovo se neće smatrati odricanjem od istog prava u istom slučaju i/ili drugom sličnom slučaju ili slučaju koji nije sličan i nikakvo odricanje se neće pretpostavljati iz ovog u odnosu na bilo koje drugo pravo te Ugovorne strane. Odricanje učinjeno u jednoj stvari neće predstavljati presedan u drugoj stvari.

14.3 Each of the Parties hereto shall perform such further actions and execute such further documents as may be necessary to carry out and give full effect to the provisions of this Agreement and the intentions of the Parties as reflected thereby.

14.3 Svaka Ugovorna strana će preduzeti dalje radnje i zaključiti, sastaviti ili nabaviti druge dokumente koji mogu biti neophodni da bi se u punom smislu sprovele odredbe ovog Ugovora i namere Ugovornih strana koje su njima izražene.

14.4 If any provision of this Agreement is held to be invalid, unlawful or unenforceable, it shall be modified to the minimum extent necessary to make it valid, lawful and enforceable, or, if such modification is not possible, such a provision shall be stricken from this Agreement while the remaining provisions of the Agreement shall stay effective and in full force.

14.4 U slučaju da bilo koja odredba ovog Ugovora bude oglašena ništavom, nezakonitom ili neizvršivom takva odredba će biti promenjena na način da se sa što manje izmena omogući njena punovažnost i sprovodljivost. Ukoliko promena nije moguća, takva odredba se neće primenjivati, dok će ostale odredbe Ugovora ostati na snazi.

14.5 Subject to the mandatory reporting obligations applicable to any Party and/or its affiliates to the extent as may be required under any applicable law, regulation, judicial decision or determination of any governmental entity in any jurisdiction to which they are subject or have submitted, the Parties have agreed that all data, information, opinions and proposals related to this Agreement will be treated as confidential. Each Party is obliged not to disclose information considered

14.5 Ugovorne strane se obavezuju da svi podaci, informacije, stavovi, predlozi u vezi ovog Ugovora predstavljaju poslovnu tajnu, s tim da se obaveza poverljivosti neće primenjivati u slučajevima obaveze davanja informacija na osnovu imperativnih zakonskih normi, podzakonskih akata, sudske ili administrativne odluke koja se odnosi na Ugovornu stranu i/ili sa njom povezana lica. U tom smislu, svaka Ugovorna strana se obavezuje da bez prethodne pisane saglasnosti druge Ugovorne strane

confidential in the sense of this Agreement to third parties or the public without prior written consent of the other Party.

14.6 Unless otherwise defined in this Agreement or agreed in written by the Parties, all correspondence between them shall be carried out in accordance with the relevant provisions of the Lease Agreement.

14.7 Each Party shall bear its own respective costs and expenses incurred in connection with the preparation and execution of this Agreement, including legal fees and other advisory fees.

14.8 This Agreement shall be governed by, interpreted according to and enforced in accordance with, the laws of the Republic of Serbia. Any disputes arising from or connected to this Agreement shall be resolved amicably by the Parties, in accordance with good practices and business ethics. If a dispute cannot be amicably resolved, the dispute shall be referred to and finally resolved by the competent court in Kragujevac.

14.9 This Agreement has been drawn up in the English and Serbian language (the English language shall be the governing and binding language), in 4 (four) counterparts of each version and the Parties have received 2 (two) counterparts of each version.

The Landlord:

By: 
Lev Raphael Edward Lyon Weiss, General Manager

By: 
Nir Sidal, Other Representative

The Tenant:

By: 
Darko Paradinović, General Manager



neće saopštavati trećim licima ili javnosti ono što se smatra poslovnom tajnom u smislu ovog Ugovora.

14.6 Osim ukoliko nije drugačije definisano ovim Ugovorom ili ukoliko se Ugovorne strane pisanim putem drugačije ne dogovore, celokupna korespondencija među njima vršiće se u skladu sa relevantnim odredbama Ugovora o zakupu.

14.7 Svaka Ugovorna strana snosi svoje troškove u vezi sa pripremom i izvršenjem ovog Ugovora, uključujući naknade za pravne usluge i za druge konsultantske usluge.

14.8 Ovaj Ugovor će se primenjivati, tumačiti i izvršavati u skladu sa zakonima Republike Srbije. Ugovorne strane će nastojati da sve sporove ili nesuglasice koji nastanu iz ili u vezi ovog Ugovora rešavaju mirnim putem, u skladu sa dobrim poslovnim običajima i poslovnom etikom. Ukoliko to nije moguće, sporovi će se rešavati pred nadležnim sudom u Kragujevcu.

14.9 Ovaj Ugovor je sačinjen i potpisan na engleskom i srpskom jeziku (engleska verzija je obavezujuća) u 4 (četiri) primerka svake verzije, od kojih svaka Ugovorna strana zadržava po 2 (dva) primerka svake verzije.


Za Zakupodavca:


Lev Raphael Edward Lyon Weiss, direktor

Nir Sidal, ostali zastupnik



Za Zakupca:


Darko Paradinović, direktor



APPENDIX "G"

HAND-OVER PROTOCOL **for the Leased Premises within Shopping Center** **"BIG Pančevo"**

1. In accordance with provisions of the Lease Agreement, concluded between the Parties on 13.11.2023 (hereinafter: the "**Agreement**"), the undersigned authorized representatives of the Landlord and the Tenant hereby confirm that on 13.11.2023, delivery of the Leased Premises to the Tenant has been executed by the Landlord, located in:
 - Shopping Center "BIG Pančevo", Unit No. P1
2. Subject to the objections stated herein below, the Parties mutually confirm that as of the date hereof:
 - a) the Leased Premises have no defects,
 - b) no outstanding works shall be carried out by the Landlord in the Leased Premises,
 - c) the Leased Premises are in full compliance with the Technical Specification,
 - d) the Leased Premises are suitable for the intended purpose as specified in the Agreement,
 - e) the Landlord has approved all plans and projects of the Tenant required for performing Fit-Out Works in the Leased Premises, and
 - f) the Tenant provided the Landlord with all documentation which might be required by the Competent Authority for the planned Fit-Out Works in the Leased Premises.
3. The Tenant is obliged to timely fulfill all future due monetary obligations towards the Landlord that shall be invoiced by the Landlord, on the basis of usage of the Leased Premises during the period.

PRILOG „G“

ZAPISNIK O PRIMOPREDAJI **Zakupljenog Prostora u okviru Tržnog Centra** **"BIG Pančevo"**

1. U skladu sa odredbama Ugovora o zakupu, zaključenog između Zakupodavca i Zakupca dana 13.11.2023. godine (u daljem tekstu: „**Ugovor**“), dolepotpisani ovlašćeni predstavnici Zakupodavca i Zakupca ovim potvrđuju da je dana 13.11.2023. godine izvršena fizička predaja Zakupljenog Prostora Zakupcu od strane Zakupodavca, koji se nalazi u:
 - Tržnom Centru "BIG Pančevo"- jedinica br. P1.
2. Uzimajući u obzir doleavedene primedbe, Ugovorne strane zajednički potvrđuju da na današnji dan:
 - a) Zakupljeni Prostor nema nedostataka,
 - b) nema nedovršenih radova koje bi Zakupodavac trebalo izvesti u Zakupljenom Prostoru,
 - c) Zakupljeni Prostor je u potpunosti u skladu sa Tehničkom Specifikacijom,
 - d) Zakupljeni Prostor je podoban za nameravanu svrhu korišćenja, definisanu u Ugovoru,
 - e) Zakupodavac je odobrio sve planove i projekte Zakupca potrebne za izvođenje Radova na Opremanju Zakupljenog Prostora, i
 - f) Zakupac je dostavio Zakupodavcu svu dokumentaciju koja bi mogla biti zahtevana od strane Nadležnog Organa za planirane Radove na Opremanju Zakupljenog Prostora.
3. Zakupac se obavezuje da će blagovremeno prema Zakupodavcu izmiriti sve dospele novčane obaveze koje će biti fakturisane od strane Zakupodavca, za period korišćenja Zakupljenog Prostora.



4. The undersigned confirm that the Tenant, in accordance with the Agreement, has provided the Landlord with the following securities:

1. Bank Guarantee/deposit equal to the aggregate amount of the Minimum Rent and the Management Fees for 3 (three) months of the Lease Term, increased by VAT;

5. Objections:

6. Capitalized terms used in this Hand-Over Protocol shall have the same meaning as in the Agreement.

7. This Hand-Over Protocol has been drawn up in two counterparts in the Leased Premises, on November 13 2023 in the presence of the authorized representatives of the Landlord and the Tenant, who, by laying their signatures hereunder, confirm its trueness and accurateness.

For the Landlord:

Vukosava Stefanov, Shopping Center Manager

Ilija Gajić, Deputy Shopping Center Manager

For the Tenant:

Darko Paradinović, General Manager

4. Dolepotpisani potvrđuju da je Zakupac, u skladu sa Ugovorom, predao Zakupodavcu sledeća sredstva obezbeđenja:

1. Bankarska Garancija/depozit jednaka ukupnom iznosu Minimalne Zakupnine i Naknade za Menadžment Usluge za 3 (tri) meseca Perioda Zakupa, uvećano za PDV;

5. Primedbe:

6. Izrazi označeni velikim slovom korišćeni u ovom Zapisniku o Primopredaji imaju ista značenja kao i u Ugovoru.

7. Ovaj Zapisnik o Primopredaji sačinjen je u dva primerka u Zakupljenom Prostoru dana 13.11.2023. godine, u prisustvu ovlašćenih predstavnika Zakupodavca i Zakupca, koji svojim potpisom potvrđuju njegovu tačnost i istinitost.

Za Zakupodavca:

Vukosava Stefanov, Menadžer tržnog centra

Ilija Gajić, Zamenik menadžera tržnog centra

Za Zakupca:

Darko Paradinović, direktor