

KLUPKO d.o.o.

broj 252/2023

DATUM 13.11.2023.
Pančevo, Miloša Obrenovića 12

LEASE AGREEMENT

dated
13 November 2023.

between

KLUPKO DOO PANČEVO

and

Lubar d.o.o. Beograd

UGOVOR O ZAKUPU

Zaključen dana
13.11.2023. godine.

između

KLUPKO DOO PANČEVO

i

Lubar d.o.o. Beograd



LEASE AGREEMENT

This Lease 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 Obrenovića Street no. 12, 26000 Pančevo, 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 Sadaš, in the capacity of Other Representative
E-mail: officebg@big-see.com
Telephone: + 381 11 7857 090
(hereinafter: the "Landlord")

and

Business name: Lubar d.o.o. Beograd
Registered Office: Kneza Mihaila Street no. 18, 11000 Belgrade-Stari Grad
Registry Code: 21927457
Tax Identification Number: 113797821
Represented by: Darko Paradinović, in the capacity of General Manager
E-mail: darkopara@gmail.com
Telephone: 060 6666 666
(hereinafter: the "Tenant")

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

WHEREAS the Landlord is the sole owner of the object - retail park "BIG Pančevo", Milosa Obrenovića 12, consisting of retail commercial buildings, built on the cadastral lot no. 4733/1 and 4733/2, Cadastral Municipality Pančevo, closely described in the sheet no. 11835 ("Shopping Center", as defined hereafter) which includes, inter alia, the Leased Premises (as defined hereafter) and the sole holder of the property right on city construction land occupying the cadastral lot no.

UGOVOR O ZAKUPU

Ovaj Ugovor o Zakupu (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. Milosa 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 Sidaš, u svojstvu ostalog zastupnika
E-mail: officebg@big-see.com
Telefon: + 381 11 7857 090
(u daljem tekstu: „Zakupodavac“)

Poslovno ime: Lubar d.o.o. Beograd
Registrovano sedište: Ul. Kneza Mihaila br. 18, 11000 Beograd-Stari Grad
Matični broj: 21927457
Poreski identifikacioni broj: 113797821
Koje zastupa: Darko Paradinović, u svojstvu direktora
E-mail: darkopara@gmail.com
Telefon: 060 6666 666
(u daljem tekstu: "Zakupac")

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

BUDUĆI da je Zakupodavac isključivi vlasnik objekta - ritelj parka "BIG Pančevo", Milosa Obrenovića 12, koji se sastoji od maloprodajnih komercijalnih objekata, izgrađenog na katastarskoj parceli broj 4733/1 i 4733/2 KO Pančevo, bliže opisanih u listu nepokretnosti br. 11835 („Tržni Centar“, kako je definisan u daljem tekstu) koji uključuje i Zakupljeni Prostor (kako je definisan u daljem tekstu), kao i isključivi nosilac prava svojine

4733/1 and 473 3/2, registered in Real Estate Cadastre sheet no. 11835, Cadastral Municipality Pančevo ("Land", as defined hereafter);

WHEREAS the Tenant wishes to lease from the Landlord and the Landlord wishes to lease to the Tenant the Leased Premises as defined hereafter, so that the Tenant can conduct a commercial business for a defined purpose in the Leased Premises, for a period and under the terms stipulated in this Agreement hereafter and provided the Tenant shall, in addition to this Agreement, sign the Management Agreement (Appendix "F") and Appendix "A" to this Agreement, as defined hereafter;

AND WHEREAS the Parties wish to regulate their mutual relationships in respect of the lease of the Leased Premises by this Agreement;

NOW, THEREFORE, the Parties have agreed as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 The preamble to this Agreement constitutes an integral part thereof.

1.2 The following appendixes to this Agreement form an integral part thereof:

Appendix "A" – Terms of Lease;

Appendix "B" – Plans;

Appendix "C" – Technical Specifications;

Appendix "D" – Form of the Insurance Confirmations;

Appendix "E" – Bank Guarantee form;

Appendix "F" – Management Agreement;

Appendix "G" – Hand-Over Protocol.

1.3 Unless there is something in the subject or context inconsistent therewith:

1.3.1 Headings are inserted for convenience only and do not affect the interpretation of this Agreement;

gradskog građevinskog zemljišta na katastarskoj parceli broj 4733/1 i 4733/2, upisanih u list nepokretnosti br. 11835, katastarska opština Pančevo ("Zemljište", kako je definisano u daljem tekstu);

BUDUĆI da Zakupac želi da zakupi od Zakupodavca i Zakupodavac želi da da u zakup Zakupcu Zakupljeni Prostor kako je definisan u daljem tekstu, u cilju obavljanja određene privredne delatnosti Zakupca u Zakupljenom Prostoru, u trajanju i pod uslovima utvrđenim u ovom Ugovoru, a pod uslovom da Zakupac, pored ovog Ugovora, potpiše i Ugovor o Pružanju Menadžment Usluga (Prilog "F") i Prilog "A" uz ovaj Ugovor, kako su isti definisani u daljem tekstu;

I BUDUĆI da Ugovorne strane žele da ovim Ugovorom regulišu svoje međusobne odnose u vezi sa zakupom Zakupljenog Prostora;

STOGA, polazeći od gore navedenog, Ugovorne strane saglasno ugovaraju sledeće:

1. DEFINICIE I TUMAČENJE

1.1 Preambula ovog Ugovora čini njegov sastavni deo

1.2 Sledeći prilozi ovog Ugovora čine njegov sastavni deo:

Prilog "A" – Uslovi zakupa,

Prilog "B" – Planovi;

Prilog "C" – Tehničke specifikacije;

Prilog "D" – Forma potvrda o osiguranju;

Prilog "E" – Forma bankarske garancije;

Prilog "F" – Ugovor o Pružanju Menadžment Usluga,

Prilog "G" – Zapisnik o Primopredaji.

1.3 Osim ukoliko nešto iz sadržaja ili konteksta ne upućuje na suprotno:

1.3.1 Naslovi služe samo radi lakšeg snalaženja i ne utiču na tumačenje ovog Ugovora;



1.3.2	Words denoting the singular include the plural and vice versa, and references to persons include references to both natural and legal entities;	1.3.2	Reči koje obeležavaju jedninu uključuju i množinu i obrnuto, a pozivanje na lica obuhvata pozivanje na fizička i pravna lica;
1.3.3	A reference to a person includes any individual, company, partnership, entrepreneur, association, organization or other legal entity and any governmental authority or agency;	1.3.3	Pozivanje na lica obuhvata svakog pojedinca, privredno društvo, partnerstvo, preduzetnika, udruženje, organizaciju ili drugo pravno lice i bilo koji državni organ ili agenciju;
1.3.4	Any reference to an act or other legislation (whether specifically named or not) shall include any amendment or re enactment of such statute or other legislation for the time being in force and all instruments, orders, notices, regulations, directions, by-laws, permissions and plans for the time being made, issued or given under or deriving validity from such act or other legislation;	1.3.4	Svako pozivanje na zakon ili drugi propis (bez obzira da li je imenovan ili ne) uključuje sve izmene ili ponovno usvajanje takvog zakona ili drugog propisa za period njihovog važenja, kao i sve instrumente, naredbe, obaveštenja, pravilnike, smernice, podzakonske akte, odobrenja i planove za vreme na koje su sačinjeni, izdati ili doneti u skladu sa ili proizlaze iz primene takvog zakona ili drugog propisa;
1.3.5	A reference to Section, Article or Appendix is a reference to Section, Article or Appendix of or to this Agreement;	1.3.5	Pozivanje na Odeljak, Član ili Prilog jeste pozivanje na Odeljak, Član ili Prilog ovog Ugovora;
1.3.6	A reference to an agreement or document is a reference to that agreement or document as it may be amended, varied, supplemented, novated or assigned from time to time, but disregarding any amendment, variation, supplement, novation or assignment made in breach of that agreement or document;	1.3.6	Pozivanje na neki ugovor ili dokument jeste pozivanje na taj ugovor ili dokument sa svim njegovim izmenama, promenama, dopunama, novacijama ili ustupanjima, ali isključujući bilo koje izmene, promene, dopune, novacije ili ustupanja koje predstavljaju kršenje tog ugovora ili dokumenta;
1.3.7	A reference to a party of any document includes that party's successors and permitted assignees;	1.3.7	Pozivanje na ugovornu stranu bilo kog dokumenta uključuje pravne sukcesore te ugovorene strane kao i druge dozvoljene sledbenike;
1.3.8	An obligation not to do an act shall include an obligation not to permit or suffer such act, and an obligation to do an act shall, where appropriate, include an obligation to procure it;	1.3.8	Obaveza nečinjenja uključuje obavezu da se ne dozvoli i ne trpi takva radnja, dok obaveza činjenja, tamo gde je podesno, uključuje obavezu obezbeđivanja;
1.3.9	Wherever in this Agreement reference is made to the fact that a Party shall "procure" that a certain action is taken or a certain result is accomplished, such reference shall be construed as an unconditional obligation on the part of the procuring Party that the respective action is actually taken, or the respective result is actually accomplished;	1.3.9	Kad god se u ovom Ugovoru upućuje na činjenicu da Ugovorna strana treba da "obezbedi" da određena radnja bude preduzeta ili da se postigne određeni rezultat takvo navođenje će se smatrati bezuslovnom obavezom Ugovorne strane koja je dužna da obezbedi da odnosna radnja zaista bude preduzeta ili rezultat zaista postignut;

1.3.10	Whenever the words "include", "includes" or "including" are used in this Agreement, they are deemed to be followed by the words "without limitation" or "but not limited".	1.3.10	Uvek kada se reči "uključuju", "uključuje" ili "uključujući" konste u ovom Ugovoru, smatra se da su praćene rečima "bez ograničenja" ili "ne ograničavajući se".
1.4	In addition to the terms defined elsewhere in this Agreement, unless otherwise required or indicated by the context, the following terms shall have the meanings ascribed to them hereunder, namely:	1.4	Pored termina definisanih na drugim mestima u ovom Ugovoru i osim ukoliko bi drugačije značenje zahtevao kontekst ili bi to iz njega proizlazilo, sledeći termini će imati niže navedena značenja:
1.4.1	"Agreement" – This Agreement and all of its Appendixes;	1.4.1	"Ugovor" – Ovaj Ugovor i svi Prilozi uz njega;
1.4.2	"Landlord" - As defined in the preamble of this Agreement and in Appendix "A";	1.4.2	"Zakupodavac" – Kako je definisano u preambuli ovog Ugovora i u Prilogu "A";
1.4.3	"Tenant" - The company or entrepreneur or other legal entity specified in the preamble of this Agreement and in Appendix "A", provided that if there shall be more than one, then, even if nothing is said in the Agreement, they shall be obliged towards the Landlord jointly and severally;	1.4.3	"Zakupac" – Privredno društvo ili preduzetnik ili drugo pravno lice određeno u preambuli ovog Ugovora i u Prilogu "A", s tim da ukoliko ih je više od jednog, onda će, čak i da ništa nije navedeno u Ugovoru, njihova obaveza prema Zakupodavcu biti solidarna;
1.4.4	"Land" - the cadastral lots no. 4733/1 and 4733/2, registered in Real Estate Cadaster sheet no. 11835, Cadastral Municipality Pančevo, Republic of Serbia, as defined in the preamble of this Agreement and in Appendix "A".	1.4.4	"Zemljište" – katastarske parcele broj 4733/1 i 4733/2, upisanih u list nepokretnosti br. 11835, katastarska opština Pančevo, Republika Srbija, kako je to definisano u preambuli ovog Ugovora i u Prilogu "A";
1.4.5	"Shopping Center" - A Retail park "BIG Pančevo" that is constructed on the Land, and which includes all of the areas included in the Retail park, according to the Landlord's discretion, including areas intended for lease and/or delivery of possession and/or for granting the right to use, common areas, all other internal and external areas of different kinds as well as any change, reduction or increase that shall apply in these areas. In order to eliminate any doubt, the Landlord shall be entitled to remove different areas from the Retail park and to manage them separately;	1.4.5	"Tržni Centar" - ritejl park "BIG Pančevo" koji je izgrađen na Zemljištu i koji obuhvata sve površine uključene u ritejl park, prema Zakupodavčevoj diskrecionoj odluci, uključujući površine namenjene za davanje u zakup i/ili predaju u državinu i/ili za davanje na korišćenje, zajedničke površine, i sve druge unutrašnje i spoljne površine kao i svaku promenu, smanjenje ili povećanje navedenih površina. Radi otklanjanja svake sumnje, Zakupodavac će imati pravo da izdvoji različite površine iz ritejl parka i da njima upravlja odvojeno;



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| <p>1.4.6 "Leased Premises" - As defined in Appendix "A" of this Agreement and outlined and marked in the plans attached to this Agreement as Appendix "B";</p> <p>1.4.7 "Area of the Leased Premises" - As defined in Appendix "A" of this Agreement, subject to the provisions of Section 3 hereafter and according to its terms;</p> <p>1.4.8 "Tenants in the Shopping Center" - Including any tenant or anyone with a right to use or possess or any other right over the Leased Areas;</p> <p>1.4.9 "Leased Areas" or "Leased Units"- All of the areas and units in the Shopping Center which are actually leased and/or delivered into possession and/or for which the right to use was granted, as well as areas and units in the Shopping Center intended for lease and/or granting the right to use and/or for delivering possession;</p> <p>1.4.10 "Common Areas" All areas of the Shopping Center, except for the Leased Areas, as specified above, (including any future new buildings, structures, extensions, changes and modifications), including, without limitation, roofs, entrances, corridors, underground areas, passageways, exits, service premises, transportation routes, toilets, stairs, lifts and escalators, loading and unloading platforms, technical areas such as electricity rooms, air conditioning and system rooms, generator rooms, water and gas supply rooms, roads, access ways, public passageways, squares, green areas, all parking areas (open air and covered) and all other internal and external areas which are designated by the Landlord for public use and areas used and/or operated by the Management Company and/or anyone on its behalf, such as storerooms, offices of the Management Company etc.</p> | <p>1.4.6 "Zakupljeni Prostor" – Kako je definisan u Prilogu "A" ovog Ugovora i obeležen i označen u planovima priloženim uz ovaj Ugovor kao Prilog "B";</p> <p>1.4.7 "Površina Zakupljenog Prostora" – Kako je definisana u Prilogu „A“ ovog Ugovora, uz primenu odredbi Odeljka 3 ovog Ugovora i u skladu sa uslovima u njemu određenim;</p> <p>1.4.8 "Zakupci u Tržnom Centru" – Uključuje sve zakupce kao i svako drugo lice sa pravom korišćenja ili državnine ili sa bilo kojim drugim pravom na Zakupljenim Površinama;</p> <p>1.4.9 "Zakupljene Površine" ili „Zakupljene Prostorne Jedinice“– Sve površine i prostorne jedinice u Tržnom Centru koje su zakupljene i/ili predate u državinu i/ili date na korišćenje, kao i površine i jedinice u Tržnom Centru namenjene za davanje u zakup i/ili davanje na korišćenje i/ili za predaju u državinu;</p> <p>1.4.10 "Zajedničke Površine" – Sve površine u okviru Tržnog Centra, osim gore definisanih Zakupljenih Površina (uključujući i sve eventualne buduće nove zgrade, objekte, proširenja, promene i izmene), uključujući ali se ne ograničavajući na krovove, ulaze, hodnike, podzemne površine, prolaze, izlaze, pomoćne prostorije, transportni put, toalete, stepenice, liftove i pokretne stepenice, platforme za ulovar i istovar, tehničke prostorije kao što su prostorije za električne instalacije i opremu, klima uređaje i sisteme, prostoriju za generator, dovode vode i gasa, puteve, prilazne puteve, javne prolaze, trgove, bašte, sve parkinge (otkrivene ili natkrivene) i sve druge unutrašnje i spoljašnje površine koje je Zakupodavac odredio za javnu upotrebu i površine koje koristi i/ili kojima upravlja Društvo za Menadžment i/ili bilo koje drugo lice u njegovo ime, kao što su ostave, kancelarije Društva za Menadžment itd.</p> |
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It is hereby clarified that the Landlord shall be entitled to remove areas from the Common Areas and part of the Shopping Center that is not leased and attach it to a unit or particular units and to deliver part of the Common Areas for exclusive commercial use by any person, whether for a specific remuneration or not, all according to Landlord's sole and absolute discretion.

Ovim putem se pojašnjava da će Zakupodavac imati pravo da izuzme površine iz Zajedničkih Površina i dela Tržnog Centra koji nije dat u zakup i da ih spoji sa određenom prostornom jedinicom ili jedinicama, kao i da preda deo Zajedničkih Površina na isključivu komercijalnu upotrebu bilo kom licu, bilo za naknadu ili

The Common Areas shall also include all installations and/or apparatuses and/or equipment that are installed in the Shopping Center and which are intended to serve the Shopping Center and/or all of the possessors and/or the tenants and/or part of them and/or the customers in the Shopping Center, including installations and/or apparatuses and/or equipment connected with the generator systems, gas, electricity, lighting, sewage and sanitation systems, drainage, elevators, bomb shelters, canals, water wells, garbage devices and public services that are not owned and/or within the responsibility of any tenant and/or any other possessor.

These details do not constitute an obligation that everything specified above shall exist in the Shopping Center.

1.4.11 "Parking Lot" or "Parking Lots" - All the areas intended for parking a vehicle in the Shopping Center area;

1.4.12 "Management Company" - A company, established or appointed by the Landlord according to its sole discretion that will manage, operate and maintain the Shopping Center in accordance with provisions of this Agreement and the Management Agreement. As long as a company was not appointed or established for managing the Shopping Center or as long as it did not start to engage in the management and maintenance of the Shopping Center or if such engagement was terminated for any reason, the Landlord shall serve as the Management Company for the purposes of this Agreement.

1.4.13 "Rent" - Unless otherwise explicitly mentioned, meaning the Minimum Rent and the Rent as a Percentage of the Turnover, all as defined in Section 6 of this Agreement;

bez naknade, sve prema isključivoj i diskrecionoj odluci Zakupodavca.

Zajedničke Površine će također uključivati sve instalacije, aparaturu i/ili opremu koja će biti instalirana u Tržnom Centru i koja je namenjena da služi Tržnom Centru i/ili svim držaocima i/ili zakupcima i/ili delu njih i/ili korisnicima u Tržnom Centru, uključujući instalacije i/ili aparaturu i/ili opremu povezanu sa sistemima generatora, gasa, električne energije, osvetljenja, kanalizacije i sanitarnih sistema, odvoda, kao i sa liftovima, skloništima u slučaju bombardovanja, kanalima, bunarima, uređajima za otpad i javnim uslugama koje nisu vlasništvo i/ili za koje nije odgovoran zajedan zakupac ili bilo koji drugi držalac.

Navedeni detalji ne stvaraju obavezu da će sve napred definisano zaista i postojati u Tržnom Centru.

1.4.11 "Parking Prostor" ili "Parking Prostori" – Sve površine namenjene za parkiranje vozila u okviru površine Tržnog Centra;

1.4.12 "Društvo za Menadžment" - Privredno društvo, osnovano ili postavljeno od strane Zakupodavca prema njegovoj diskrecionoj odluci, koje će upravljati, rukovoditi i održavati Tržni Centar, u skladu sa odredbama ovog Ugovora i Ugovora o Pružanju Menadžment Usluga. Sve dok takvo društvo ne bude postavljeno 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 će vršiti sam Zakupodavac;

1.4.13 "Zakupnina" – Osim ako je izričito drugačije određeno, označava Minimalnu Zakupninu i Zakupninu kao Procenat od Prometa, kako je definisano u Odeljku 6 ovog Ugovora;



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| <p>1.4.14 "Rent as a Percentage of the Turnover" - As defined in Section 6 hereafter and in Appendix "A" of this Agreement;</p> <p>1.4.15 "Minimum Rent" - As defined in Section 6 hereafter and in Appendix "A" of this Agreement;</p> <p>1.4.16 "Turnover in the Leased Premises" - The total consideration, the receivables and income of any type and kind, received by the Tenant and/or anyone on its behalf and/or for it and/or in addition to it and/or in its place in connection with its business in the Leased Premises and/or derived from all of its sales in the Leased Premises and from any activity whatsoever in the Leased Premises, including the receivables derived from providing services and/or goods of any kind or type given by the Tenant, whether these services or goods are given in the area of the Leased Premises or whether they are delivered and/or given by way of referring a customer to receive the services and/or the goods at another location and/or from another location, including the total consideration, the receivables and the income of any kind or type which shall be received by any person of authority, franchiser or sub-tenant who shall operate a business in the Leased Premises and from any activity of those persons and/or on behalf of them and/or for them</p> | <p>1.4.14 "Zakupnina kao Procenat od Prometa" – Kako je definisano u Odeljku 6 i u Prilogu "A" ovog Ugovora;</p> <p>1.4.15 "Minimalna Zakupnina" - Kako je definisano u Odeljku 6 i u Prilogu "A" ovog Ugovora;</p> <p>1.4.16 "Promet u Zakupljenom Prostoru" – Ukupne naknade, potraživanja i prihodi bilo koje vrste, koje primi Zakupac i/ili bilo ko u njegovo ime i/ili za njegov račun i/ili pored njega i/ili umesto njega u vezi sa njegovim poslovanjem u Zakupljenom Prostoru i/ili koji potiču od prodaje i bilo koje druge aktivnosti u Zakupljenom Prostoru, uključujući potraživanja koja potiču iz pružanja usluga odnosno prodaje robe bilo koje vrste od strane Zakupca, bilo da su ove usluge pružene ili roba predana unutar Zakupljenog Prostora ili da su dostavljeni i/ili dati upućivanjem potrošača da primi usluge i/ili robu na drugoj lokaciji i/ili iz druge lokacije, uključujući ukupne naknade, potraživanja i prihode bilo koje vrste koji će biti primljeni od strane bilo kog ovlašćenog lica, primaoca franšize ili podzakupca koji posluje u Zakupljenom Prostoru i iz bilo koje aktivnosti ovih lica ili u njihovo ime i/ili za njihov račun.</p> |
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Without derogating from the generality of the aforesaid, the Turnover in the Leased Premises shall include also:

1. Any consideration, receivables and income of any kind and type from advertising, including receivables from advertising signs, advertising films and different advertisements that shall be presented, screened or hung in the Leased Premises;
2. Any consideration, receivables and income of any kind and type from sales by credit, gift checks, credit points of credit companies, by membership, membership card, sale machines, machines operated by coins etc.,

Ne isključujući gore navedeno, Promet u Zakupljenom Prostoru će takođe uključivati:

1. Sve naknade, potraživanja i prihode bilo koje vrste od reklamiranja, uključujući potraživanja od reklamnih znakova, reklamnih filmova i drugih reklama koje će biti predstavljene, prikazane ili okačene u Zakupljenom Prostoru;
2. Sve naknade, potraživanja i prihode bilo koje vrste od prodaje na rate, poklon čekova, kreditnih poena kompanija koje omogućavaju odloženo plaćanje, na osnovu članstva, članske karte, mašina za prodaju, mašina koje funkcionišu ubacivanjem novčića itd.;

3. Sales whose consideration was received by credit card or by check whose date of payment are deferred, shall be registered by the Tenant as part of the turnover on the date of sale (in other words on the date which the check was delivered or the voucher of the credit card was signed) and not on the date that the payment was actually received by the Tenant.

Notwithstanding the aforesaid, the following payments shall not be included in the turnover:

1. Value added tax;
2. Proceeds from goods that were sold to customers and returned by them, provided that the consideration was returned to the customer in full and the invoice for the transaction was cancelled,

In order to eliminate doubt, checks or payments which were not actually honored for any reason whatsoever will not be reduced from the Turnover in the Leased Premises unless written confirmation of the Tenant's accountant was given that these are written off debts according to any Applicable Law;

1.4.17 "Management Fees" - All payments that the Tenant must pay to the Landlord/Management Company for covering of expenses related to management, operation and maintenance of the Shopping Center, in the amount specified in Appendix "A" and in accordance with Section 7 and other provisions of this Agreement and the Management Agreement attached to this Agreement as Appendix "F";

1.4.18 "Additional Expenses" - Expenses which the Tenant shall be obliged to pay during the Lease Term in addition to the Rent and Management Fees, specified in more detail in the provisions of Section 10 of this Agreement;

1.4.19 "Lease Term" - a definite period of time for which this Agreement is concluded, the duration of which is

3. Prodaje za koje je naknada primljena putem kreditne kartice ili čeka, čije je plaćanje odloženo, biće registrovane od strane Zakupca kao deo prometa na dan prodaje (drugim rečima, na dan kada je ček primljen ili račun zaduženja po kreditnoj kartici potpisan), a ne na dan kada je isplata ista primljena od strane Zakupca.

Bez obzira na gore navedeno, sledeća plaćanja neće biti uključena u promet:

1. Porez na dodatu vrednost;
2. Prihodi od prodaje dobara koja su vraćena od strane potrošača, ukoliko je naknada u potpunosti vraćena potrošaču i račun za izvršenu transakciju poništen;

Da bi se otklonila svaka sumnja, čekovi ili plaćanja koja nisu zaista izvršena iz bilo kog razloga neće biti izuzeti iz ukupnog Prometa u Zakupljenom Prostoru osim ukoliko je data pisana potvrda od strane Zakupčevog računovođe da su u pitanju otpisana potraživanja prema Relevantnim Proplisima;

1.4.17 „Naknada za Menadžment Usluge” – Sva plaćanja koja je Zakupac dužan da izvrši Zakupodavcu/Društvu za Menadžment radi pokrića troškova upravljanja, rada i održavanja Tržnog Centra u iznosu određenom u Prilogu „A” i u skladu sa Odeljkom 7 i drugim odredbama ovog Ugovora i Ugovora o Pružanju Menadžment Usluga, priloženog uz ovaj Ugovor kao Prilog „F”;

1.4.18 „Dodatni Troškovi” – Troškovi koje će Zakupac biti dužan da plaća tokom Perioda Zakupa pored Zakupnine i Naknade za Menadžment Usluge, bliže definisani u odredbama Odeljka 10 ovog Ugovora;

1.4.19 „Period Zakupa” – Određeni vremenski period na koji je ovaj Ugovor zaključen, a čije trajanje je određeno



determined by Appendix "A" of the Agreement. The Lease Term includes the Initial Lease Term and all Additional Lease Terms, if Additional Lease Terms are stipulated by Appendix "A" of the Agreement and if the Lease Agreement is extended for the Additional Lease Term in accordance with Section 4 of this Agreement;

Prilogom „A“ Ugovora. Period Zakupa uključuje Inicijalni Period Zakupa i sve Dodatne Periode Zakupa, ukoliko su isti ugovoreni Prilogom „A“ Ugovora i ukoliko Ugovor o zakupu bude produžen na Dodatni Period Zakupa u skladu sa Odeljkom 4 ovog Ugovora;

1.4.20 "Initial Lease Term" - As specified in Appendix "A" to this Agreement;

1.4.20 „Inicijalni Period Zakupa“ – Kako je određeno u Prilogu „A“ ovog Ugovora;

1.4.21 "Additional Lease Term" - As specified in Appendix "A" to this Agreement;

1.4.21 „Dodatni Period Zakupa“ – Kako je određeno u Prilogu „A“ ovog Ugovora;

1.4.22 "MUICP" - Monetary Union Index of Consumer Prices for Euro Zone, determined and officially published by the Statistical Office of the European Communities (EUROSTAT), including the same index even if it will be published by any other official body or institution and any other equivalent official European Union official index which shall take its place;

1.4.22 "MUICP" - Indeks potrošačkih cena Monetarne Unije za Euro-zonu, utvrđen i zvanično objavljen od strane Statističkog Zavoda Evropske Unije (EUROSTAT), uključujući isti indeks i ako bude objavljen od strane bilo kog drugog zvaničnog tela ili institucije kao i bilo koji drugi ekvivalentan zvanični Indeks Evropske Unije koji bude korišćen umesto njega;

1.4.23 "Engineer" - The civil engineer or architect or the supervisor that shall be employed or engaged by the Landlord for planning the Shopping Center and/or supervising over the construction of the Shopping Center and/or anyone that shall be determined by the Landlord as the Engineer for purposes of this Agreement;

1.4.23 „Inženjer“ – Građevinski inženjer ili arhitekta ili nadzorni organ zaposlen ili angažovan od strane Zakupodavca za planiranje Tržnog Centra i/ili nadzor nad izgradnjom Tržnog Centra i/ili svako lice koje bude određeno kao Inženjer od strane Zakupodavca za potrebe ovog Ugovora;

1.4.24 "Authority" - Any relevant government, whether federal, republic, county, municipal, local, or other, any ministry, department, agency, whether administrative or regulatory, or other body relating thereto and/or any other body which may exercise similar functions;

1.4.24 „Nadležni Organ“ – Svaka relevantna vlast, bilo savezna, republička, okružna, opštinska, lokalna ili druga, svako ministarstvo, odeljenje, agencija, bilo upravni ili regulatorni ili drugo telo povezano sa njima i/ili bilo koje drugo telo koje može da vrši slične funkcije;

1.4.25 "Applicable Laws" - Any and all Serbian relevant laws, statutes, regulations, codes, by-laws, ordinances, treaties, orders, judgments, decrees, directives, rules, guidelines, policies and other requirement of any Authority having jurisdiction;

1.4.25 „Relevantni Propisi“ – Svi relevantni zakoni Republike Srbije, propisi, zakonici, podzakonski akti, uredbе, međunarodni ugovori, naredbe, odluke, direktive, pravilnici, uputstva i drugi zahtevi bilo kog Nadležnog Organa;

1.4.26 "Fit-Out Works" – All of the works including installations and/or assembling works to be executed by the Tenant in the Leased Premises, at its own expense and

1.4.26 „Radovi na Opremanju“ – Svi radovi uključujući i Instalacione i/ili montažne radove koje će izvršiti Zakupac u Zakupljenom Prostoru, o svom trošku i na

responsibility, after obtaining the Landlord's written approval and in accordance with this Agreement, which are required for preparation and equipment of the Leased Premises for opening to the public and the operation of the Tenant's business in the Leased Premises within the Purpose of the Lease, as defined in Section 15 of this Agreement;

svoju odgovornost, nakon dobijanja pisane saglasnost Zakupodavca i u skladu sa ovim Ugovorom a koji su potrebni za pripremu i opremanje Zakupljenog Prostora za otvaranje za javnost i za Zakupčevo poslovanje u Zakupljenom Prostoru u okviru Namene Zakupa, kako je definisana u Odeljku 15 ovog Ugovora;

1.4.27 "Delivery Date" - The date on which possession of the Leased Premises shall be transferred to the Tenant for the purpose of performing the Fit-Out Works in the Leased Premises, of which the Tenant shall be notified by the Landlord's written notice, as specified in Section 14 of this Agreement and Appendix "A" of the Agreement;

1.4.27 „Dan Predaje“ – Dan predaje državine Zakupljenog Prostora Zakupcu za potrebe izvođenja Radova na Opremanju u Zakupljenom Prostoru, o kome će Zakupac biti obavešten pisanim putem od strane Zakupodavca, kako je određeno u Odeljku 14 ovog Ugovora i u Prilogu „A“ Ugovora;

1.4.28 "Opening Date" - The date determined by the Landlord according to his sole discretion, on which the Leased Premises shall be opened to the general public, as specified in Section 17 of this Agreement and Appendix "A" of the Agreement;

1.4.28 „Dan Otvaranja“ - Dan određen od strane Zakupodavca na osnovu njegove diskrecione odluke, na koji će Zakupljeni Prostor biti otvoren za javnost, kako je određeno u Odeljku 17 ovog Ugovora i Prilogu „A“ Ugovora;

1.4.29 "Lease Commencement Date" – The date on which lease shall commence, as specified in Article 4.1 of this Agreement.

1.4.29 "Dan Početka Zakupa" – Dan na koji zakup počinje da teče, kako je definisan u članu 4.1 ovog Ugovora.

1.4.30 "Business Licenses" – Any and all licenses and/or approvals and/or permits and/or certificates and/or decisions required by any Applicable Law and any Authority for operating the Tenant's business in the Leased Premises and/or for putting up Signs and/or Advertisements. In this respect, all reference to permits, licenses, approvals, certificates, decisions shall mean at all times permits, licenses, approvals, certificates or decisions that are final, binding, indisputable and not subject to further conditions or approvals of any kind.

1.4.30 „Dozvola za obavljanje delatnosti“ – sve dozvole i/ili odobrenja i/ili potvrde i/ili odluke neophodne prema Relevantnim Propisima ili zahtevima Nadležnih Organa za obavljanje Zakupčeve delatnosti u Zakupljenom Prostoru i/ili za isticanje Znakova i/ili Reklama. U tom smislu, svako pozivanje na dozvole, odobrenja, potvrde ili odluke uvek će značiti dozvole, odobrenja, potvrde ili odluke koje su konačne, pravašnačne, obavezujuće, nesporne i nisu podložne daljim uslovima ili odobrenjima bilo koje vrste.

1.4.31 "Signs" - Any sign, whether protected or not, that serves for recognizing and distinguishing Tenant's company, name, goods and services from the other companies, names, goods and services on the market.

1.4.31 "Znakovi" – Bilo koji znak, bez obzira da li je zaštićen ili ne, koji služi za obeležavanje i razlikovanje kompanije, firme, dobara i usluga Zakupca od drugih kompanija, firmi, dobara i usluga na tržištu.

1.4.32 "Advertisements" - any means of advertising facilities that promote Tenant's company, name, Signs, goods or

1.4.32 "Reklame" – svako sredstvo podobno za oglašavanje kojim se vrši reklamiranje kompanije, firme, Znakova,



services including but not limited to notes, posters, banners, notices, pamphlets, stickers, flags, billboards, neon signs etc.

dobara i usluga Zakupca, uključujući ali se ne ograničavajući na: poruke, postere, banere, obavještenja, letke, nalepnice, zastave, bilborde, neonske reklame itd.

1.4.33 "Invoice" - applies, implies and includes all proforma invoices and/or invoices and/or other credible documents based on which, in terms of the Applicable Laws, a payment order can be issued, and charging can be carried out.

1.4.33 "Faktura" - odnosi se, podrazumeva i uključuje sve profakture i/ili fakture i/ili druge verodostojne isprave na osnovu kojih se, u smislu Relevantnih Propisa, može izdati platni nalog, odnosno sprovesti naplata

2. SUBJECT MATTER OF THE AGREEMENT

2. PREDMET UGOVORA

2.1 In consideration of the payment of the Rent, Management Fees and all other payments referred to in this Agreement and subject to the full, proper and timely fulfillment by the Tenant of all its undertakings and obligations towards the Landlord and the Management Company according to this Agreement and the Management Agreement, the Landlord hereby agrees to lease the Leased Premises to the Tenant and the Tenant agrees to lease the Leased Premises from the Landlord, for the purpose and the period and subject to all terms and conditions specified in this Agreement hereafter.

2.1 Pod uslovom plaćanja Zakupnine, Naknade za Menadžment Usluge i svih drugih plaćanja navedenih u ovom Ugovoru i potpunog, pravilnog i blagovremenog ispunjenja svih obaveza Zakupca prema Zakupodavcu i Društvu za Menadžment u skladu sa ovim Ugovorom i Ugovorom o Pružanju Menadžment Usluga, Zakupodavac je saglasan da Zakupljeni Prostor da u zakup Zakupcu, a Zakupac je saglasan da zakupi Zakupljeni Prostor od Zakupodavca, za namenu, period i pod uslovima utvrđenim u ovom Ugovoru.

2.2 The Leased Premises are leased in "as-is" condition, without the Tenant being entitled to request any works to be performed by the Landlord on the fitting of additional equipment and appliances or removing of existing installed equipment or elements, unless otherwise is explicitly agreed between the Parties.

2.2 Zakupljeni Prostor se izdaje u viđenom stanju i bez prava Zakupca da zahteva izvođenje bilo kakvih radova od strane Zakupodavca na ugradnji dodatne opreme i uređaja kao i na demontiranju postojeće ugrađene opreme i elemenata, osim ukoliko je drugačije izričito ugovoreno između Ugovornih strana.

3. LEASED PREMISES

3. ZAKUPLJENI PROSTOR

3.1 The location, area and description of the Leased Premises is specified in Appendix "A" (Terms of Lease) and Appendix "B" (Plans) to this Agreement.

3.1 Lokacija, površina i opis Zakupljenog Prostora su dati u Prilogu „A“ (Uslovi Zakupa) i Prilogu „B“ (Planovi) ovog Ugovora.

3.2 The Area of the Leased Premises specified in Appendixes "A" and "B" is determined subject to a tolerance of +/- 10% and the accurate area of the Leased Premises shall be determined finally and absolutely in accordance with the provisions of Articles 3.3 – 3.5 below.

3.2 Površina Zakupljenog Prostora delinisana u Prilogima "A" i "B" određena je uz dopušteno odstupanje od +/- 10%, dok će precizna površina Zakupljenog Prostora biti konačno utvrđena u skladu sa niže navedenim odredbama članova 3.3-3.5.

- 3.3 An accurate measuring of the Area of the Leased Premises shall be taken on the Delivery Date by an independent and authorized surveyor appointed by the Landlord.
- 3.4 In measuring the Area of the Leased Premises the gross floor area is calculated, including and without derogating from the generality of the aforesaid, the areas of the pillars, the entire width of the external walls, also when they border the Common Areas and lobbies (regarding the joint wall areas of the Leased Premises and other Leased Units in the Shopping Center only half of the area on which the wall is built shall be taken into account), the entire thickness of the shop windows, the storeroom areas, the gallery areas or second floor within the Leased Premises (even if it will be built in the future) and the balcony areas. Unless otherwise specified in this Agreement regarding areas intended for seating and the Tenant's customers these areas shall be taken into consideration, for all intents and purposes, in the measuring according to the provisions of this Article 3.4
- 3.5 The Parties agree and confirm that a signed confirmation of an authorized surveyor regarding the Area of the Leased Premises as shall be determined by the aforesaid measuring, shall be considered conclusive, final and decisive evidence regarding the results of the measuring and the Area of the Leased Premises, and its determination shall be final and binding for the Parties. The abovementioned confirmation shall be attached to the Hand-Over Protocol in terms of Article 14.8 of this Agreement and shall represent an integral part thereof.
- 3.6 The "Area of the Leased Premises" for all intents and purposes in this Agreement means – the area of the Leased Premises that shall be determined in the above-mentioned measuring in Articles 3.3 – 3.5 (hereinafter referred to as: "Measured Area of the Leased Premises"), which represents the basis for calculation and payment of the Rent, Management Fees and all the other payments which the Tenant owes according to this Agreement and which are based on the Area of the Leased Premises.
- 3.3 Površina Zakupljenog Prostora će biti precizno izmjerena na Dan Predaje, od strane nezavisnog i ovlaštenog geometra imenovanog od strane Zakupodavca.
- 3.4 Pri merenju Površine Zakupljenog Prostora, računa se bruto površina poda, uključujući ali se ne ograničavajući na površinu stubova, celokupnu širinu spoljnih zidova i onda kad se graniče sa Zajedničkim Površinama i predvorjima (u pogledu zajedničkih zidnih površina Zakupljenog Prostora i drugih Zakupljenih Prostornih Jedinica u Tržnom Centru, samo polovina površine na kojoj je zid izgrađen će se uzeti u obzir), celokupnu debljinu izloga prodavnica, prostorije za ostavu, galerije ili drugi sprat u okviru Zakupljenog Prostora (čak i ako bude izgrađen u budućnosti), kao i površinu balkona. Osim ukoliko je drugačije određeno u ovom Ugovoru u pogledu površina namenjenih za sedenje i Zakupčeve potrošače, ove površine će biti uzete u obzir pri merenju u skladu sa odredbama ovog člana 3.4.
- 3.5 Ugovorne strane su saglasne i potvrđuju da će potvrda potpisana od strane ovlaštenog geometra o Površini Zakupljenog Prostora utvrđenoj gore navedenim merenjem biti smatrana zaključnim, konačnim i odlučujućim dokazom u pogledu rezultata merenja i Površine Zakupljenog Prostora i ista će biti konačna i obavezujuća za Ugovorne strane. Napred navedena potvrda će biti priložena uz Zapisnik o Primopredaji u smislu člana 14.8 ovog Ugovora i predstavljaće njegov sastavni deo.
- 3.6 „Površina Zakupljenog Prostora“ u smislu ovog Ugovora znači – površina Zakupljenog Prostora koja će biti utvrđena merenjem kako je navedeno u članovima 3.3 – 3.5 (u daljem tekstu: „Izmjerena Površina Zakupljenog Prostora“), i koja predstavlja osnov za obračun i plaćanja Zakupnine, Naknade za Menadžment Usluge i svih drugih plaćanja koja Zakupac dužuje prema ovom Ugovoru, a koja su zasnovana na Površini Zakupljenog Prostora



3.7 The Tenant hereby waives any claim and/or objection and/or demand towards the Landlord, if the Area of the Leased Premises is in actual fact different than the area planned within the allowed tolerance as stated in Article 3.2, including claims, objections and demands regarding misrepresentation and/or unsuitability and/or deviation and/or over-charging, all subject to other provisions of this Agreement.

3.8 The Landlord shall have the right to modify the location of the Leased Premises before and after delivery of the Leased Premises by the Landlord to the Tenant, in particular for reasons specified below:

1. in the event that the Landlord receives instructions or resolutions from the competent authorities which state that the Leased Premises may not be operated in their original format for any reason, including security reasons, and in accordance with the Applicable Laws;
2. in the event that changes arise with respect to the size of other leased premises or their respective locations;
3. to allow a greater amount of goods, provide greater range of services and enable access to a greater number of customers within the Shopping Center.

3.9 If, due to Article 3.8 above, the Landlord intends to change the location of the Leased Premises, it shall notify the Tenant in writing in advance and shall offer the Tenant alternative premises in the Shopping Center of a similar size to the Leased Premises, with the amount of the Minimum Rent per sq. m of the alternative premises equal to the amount of the Minimum Rent per sq. m of the previous Leased Premises.

The Tenant is obliged to notify the Landlord in writing whether it accepts the offered premises, within 15

3.7 Zakupac se ovim putem odriče bilo kakvog potraživanja i/ili zahteva i/ili prigovora prema Zakupodavcu, u slučaju da faktička Površina Zakupljenog Prostora bude različita od planirane u okviru dopuštenog odstupanja navedenog u članu 3.2, uključujući potraživanja, zahteve i prigovore u pogledu dovođenja u zabludu i/ili nepodobnosti i/ili odstupanja i/ili prekomerne naplate, a sve uz primenu ostalih odredbi ovog Ugovora.

3.8 Zakupodavac ima pravo da menja lokaciju Zakupljenog Prostora pre kao i nakon predaje Zakupljenog Prostora od strane Zakupodavca Zakupcu, a posebno iz dole navedenih razloga:

1. ukoliko Zakupodavac dobije uputstva ili odluke od strane nadležnih državnih organa kojima je propisano da Zakupljeni Prostor ne može da se koristi u svom originalnom obliku iz bilo kog razloga uključujući i bezbednosne razloge, a u skladu sa Relevantnim Propisima;
2. ukoliko dođe do izmene veličine drugih zakupljenih prostora u Tržnom Centru ili izmene njihovih lokacija;
3. kako bi se omogućio unos veće količine robe, pružio veći obim usluga ili obezbedio pristup većem broju potrošača u okviru Tržnog Centra.

3.9 Ukoliko, u skladu sa članom 3.8 ovog Ugovora o zakupu, Zakupodavac namerava da promeni mesto Zakupljenog Prostora, o tome će unapred pismeno obavestiti Zakupcu i istovremeno mu ponuditi alternativni prostor u Tržnom Centru slične veličine kao prvobitni Zakupljeni Prostor, čija će visina Minimalne Zakupnine po m² alternativnog prostora biti jednaka visini Minimalne Zakupnine po m² prethodnog Zakupljenog Prostora.

Zakupac je dužan da pisanim putem obavesti Zakupodavca u roku od 15 (petnaest) dana od prijema

(fifteen) days from the receipt of abovementioned notice. If the Tenant fails to respond within the prescribed deadline, it shall be deemed that it has refused the alternative premises

If the Tenant does not accept the offered premises, the Landlord shall have the right to terminate this Lease Agreement pursuant to Article 30.4 of this Agreement, without the obligation of allowing the Remedy Period to the Tenant, in terms of Article 30.5 hereof.

4. LEASE TERM

4.1 This Lease Agreement is concluded for a definite period of time as specified in Appendix "A" of the Agreement (hereinafter: the „Initial Lease Term“). The Initial Lease Term shall commence on the actual Date of Opening (hereinafter: the "Lease Commencement Date"). In any event the Tenant shall not open the Leased Premises to the public without the prior written approval of the Landlord.

4.2 Providing that the Tenant shall not breach this Agreement and/or the Management Agreement and that the Additional Lease Term is specified by Appendix "A" of the Agreement, this Agreement shall be automatically extended for the Additional Lease Term, each time by one Additional Lease Term only, as specified in Appendix "A", and no longer than by the expiration of the last Additional Lease Term as specified in Appendix "A", and it shall fully apply (subject to the conditions hereafter) on the relationship between the Parties also during the each Additional Lease Term, unless the Tenant notifies the Landlord, by an unconditional written notice, that shall be received by the Landlord not later than 6 (six) months prior to the expiry of the Initial Lease Term, i.e. the current Additional Lease Term, of its intention not to extend the lease after the end of the Initial Lease Term, i.e. the current Additional Lease Term. To eliminate doubt, it is clarified that if the Landlord didn't receive the said notice for any reason after 14 (fourteen) days have passed from the designated date for delivering the relevant notice, it shall be considered that the Tenant

gore navedenog obaveštenja, da li prihvata ponuđeni prostor. Ukoliko Zakupac ne odgovori u predviđenom roku, smatraće se da je odbio alternativni prostor.

Ukoliko Zakupac ne prihvati ponuđeni prostor, Zakupodavac ima pravo da raskine ovaj Ugovor o Zakupu u skladu sa članom 30.4 Ugovora, bez obaveze ostavljanja Zakupu Dodatnog Roka u smislu odredbi člana 30.5 ovog Ugovora

4. PERIOD ZAKUPA

4.1 Ovaj Ugovor o Zakupu se zaključuje na određeno vreme, kako je određeno u Prilogu „A“ Ugovora (u daljem tekstu: „Inicijalni Period Zakupa“). Inicijalni Period Zakupa će početi na Dan Otvaranja (u daljem tekstu: „Dan Početka Zakupa“). U svakom slučaju, Zakupac neće otvoriti Zakupljeni Prostor za javnost bez prethodne pisane saglasnosti Zakupodavca.

4.2 Pod uslovom da Zakupac ne prekrši odredbe ovog Ugovora i/ili Ugovora o Pružanju Menadžment Usluga i ukoliko je Prilogom „A“ Ugovora predviđen Dodatni Period Zakupa, ovaj Ugovor će biti automatski produžen za Dodatni Period Zakupa, i to svaki put za samo jedan Dodatni Period Zakupa kako je određeno u Prilogu „A“, a najduže do isteka poslednjeg Dodatnog Perioda Zakupa predviđenog u Prilogu „A“, i u potpunosti će se primenjivati (pod uslovima navedenim u daljem tekstu) na odnos između Ugovornih strana u toku svakog Dodatnog Perioda Zakupa, osim ukoliko Zakupac obavesti Zakupodavca bezuslovnom pisanom obaveštenjem, koje će biti primljeno od strane Zakupodavca najkasnije 6 (šest) meseci pre isteka Inicijalnog Perioda Zakupa, odnosno tekućeg Dodatnog Perioda Zakupa, o svojoj nameri da ne produži zakup nakon isteka Inicijalnog Perioda Zakupa, odnosno tekućeg Dodatnog Perioda Zakupa. Radi otklanjanja svake sumnje, Ugovorne strane preciziraju da ukoliko Zakupodavac iz bilo kog razloga ne primi navedeno obaveštenje nakon isteka 14 (četrnaest) dana od datuma određenog za dostavljanje istog, smatraće se da



did not send such a notice and this Agreement shall automatically be extended for the entire Additional Lease Term as mentioned above.

4.3 In case the lease has been extended for the Additional Lease Term, all provisions of this Agreement shall also fully apply during the Additional Lease Term and the Additional Lease Term shall be regarded as part of the Lease Term for all intents and purposes.

4.4 In case the lease has been extended for the Additional Lease Term, the Tenant shall be obliged, by no later than 30 (thirty) days before the expiry of the Initial Lease Term, i.e., the current Additional Lease Term, to extend all of the insurances, guarantees and securities specified in this Agreement for the entire Additional Lease Term.

4.5 Subject to the aforesaid, the Parties have specifically agreed that the Tenant shall not be entitled to terminate the lease and/or to vacate and/or to close the Leased Premises and/or to suspend or discontinue operating his business in the Leased Premises before the end of the Lease Term. If, notwithstanding the aforesaid, the Tenant vacates and/or closes the Leased Premises and/or suspends or discontinues operating his business in the Leased Premises prior to the end of the Lease Term, for any reason and without Tenant being entitled to explicitly do so according to the provisions of this Agreement, this shall be considered a fundamental breach of this Agreement by the Tenant and the Landlord shall be entitled to the penalty for the non-performance of the Agreement, as specified in Article 30.10 of this Agreement, without derogating from any of the Landlord's rights and/or remedies and/or relieves and/or compensation of the total amount of damages, including lost profit, according to this Agreement and/or according to any Applicable Law.

4.6 The breach of any of the Tenant's obligations prescribed by the provisions of this Section 4 shall constitute a fundamental breach of this Agreement by the Tenant.

Zakupac nije ni poslao takvo obaveštenje i ovaj Ugovor će automatski biti produžen za ceo Dodatni Period Zakupa kako je napred navedeno.

4.3 Ukoliko zakup bude produžen za Dodatni Period Zakupa, sve odredbe ovog Ugovora će se primenjivati u potpunosti i tokom Dodatnog Perioda Zakupa i Dodatni Period Zakupa će biti smatran delom Perioda Zakupa.

4.4 Ukoliko zakup bude produžen za Dodatni Period Zakupa, Zakupac će biti obavezan da, najkasnije 30 (trideset) dana pre isteka Inicijalnog Perioda Zakupa, odnosno tekućeg Dodatnog Perioda Zakupa, produži sva osiguranja, garancije i obezbeđenja predviđena u ovom Ugovoru za ceo Dodatni Period Zakupa.

4.5 Uz primenu napred navedenog, Ugovorne strane su izričito ugovorile da Zakupac neće imati pravo da raskine Ugovor o zakupu i/ili da napusti i/ili zatvori Zakupljeni Prostor i/ili da obustavi ili prekine obavljanje svoje poslovne delatnosti u Zakupljenom Prostoru pre isteka Perioda Zakupa. Ukoliko, protivno gore navedenom, Zakupac napusti i/ili zatvori Zakupljeni Prostor i/ili obustavi ili prekine obavljanje svoje poslovne delatnosti u Zakupljenom Prostoru pre kraja Perioda Zakupa iz bilo kog razloga, a da nije bio izričito ovlašćen da to uradi prema odredbama ovog Ugovora, to će se smatrati grubim kršenjem ovog Ugovora od strane Zakupca i Zakupodavac će imati pravo na ugovornu kaznu zbog neispunjenja kako je utvrđeno u članu 30.10 ovog Ugovora, ne isključujući time bilo koje drugo Zakupodavčevo pravo i/ili pravni lek i/ili pravno sredstvo i/ili pravo naknadu štete u punom iznosu, uključujući i izgubljenu dobit, u skladu sa ovim Ugovorom i/ili Relevantnim Propisima.

4.6 Kršenje bilo koje obaveze Zakupca utvrdene odredbama ovog Odeljka 4 će predstavljati grubo kršenje ovog Ugovora od strane Zakupca.

5. PURPOSE OF LEASE

- 5.1 The Tenant undertakes and declares that it shall lease the Leased Premises only and exactly for the purpose of performing the business activities specified in Appendix "A" and not for any other purpose and that the Tenant's business activity shall be operated in the Leased Premises only under the business and/or brand name stipulated in Appendix "A" (the Tenant's business activity, business and brand name as stated above shall be hereinafter referred to as: the "Purpose of the Lease").
- 5.2 The Tenant undertakes to operate its business in the Leased Premises within the Purpose of the Lease only and without any exception and/or any deviation of any type and kind from the Purpose of the Lease. Any change or extension of the Purpose of the Lease is subject to the receipt of prior written consent from the Landlord, who shall be entitled not to agree to the implementation of any change or extension of the Purpose of the Lease for any reason, according to the Landlord's absolute sole discretion. The Tenant hereby waives any claim and/or objection and/or demand due to the Landlord's refusal to approve such change or extension as mentioned above.
- 5.3 The Tenant undertakes not to place in the Leased Premises or near it, automatic machines of any kind or type including ATMs, banking machines etc., cigarette vending machines, vending machines for sweets, cold or hot drinks etc., and these machines, in any event, shall not be considered as a part of the Purpose of the Lease.
- 5.4 Without derogating from the generality of the aforesaid, the Tenant confirms that he is aware that operating the Leased Premises while changing or deviating from the Purpose of the Lease, besides being a fundamental breach of this Agreement as mentioned hereafter, could cause a breach of other lease and/or any other agreements between the Landlord and the other Tenants in the Shopping Center and cause additional damages to the Landlord, including damage to its reputation and good name. Therefore, and without

5. NAMENA ZAKUPA

- 5.1 Zakupac prihvata i izjavljuje da će zakupiti Zakupljeni Prostor samo i isključivo za potrebe obavljanja poslovne delatnosti određene u Prilogu „A“, a ne za bilo koju drugu namenu i da će se Zakupčeva poslovna delatnost u Zakupljenom Prostoru obavljati samo pod poslovnim imenom i/ili robnom markom određenom u Prilogu „A“ (napred navedena poslovna delatnost, ime i robna marka Zakupca u daljem tekstu nazivaće se: „Namena Zakupa“).
- 5.2 Zakupac prihvata da obavlja svoje poslovanje u Zakupljenom Prostoru isključivo u okviru Namene Zakupa i bez izuzetka i/ili odstupanja bilo koje vrste od Namene Zakupa. Bilo kakva izmena ili proširenje Namene Zakupa uslovljeni su prethodnom pisanom saglasnošću Zakupodavca koji je ovlašćen da ne odobri bilo kakve izmene ili proširenja Namene Zakupa iz bilo kog razloga, a sve prema apsolutno i isključivo diskrecionoj odluci Zakupodavca. Zakupac se ovim putem odriče svakog potraživanja i/ili prigovora i/ili zahteva u pogledu Zakupodavčevog odbijanja da odobri napred navedenu izmenu ili proširenje.
- 5.3 Zakupac neće imati pravo da u Zakupljeni Prostor ili u njegovoj blizini postavi automatske mašine bilo koje vrste, uključujući bankomate, bankarske mašine itd., mašine za prodaju cigareta, mašine za prodaju slatkša, hladnih ili toplih napitaka itd. i ove mašine neće ni u kom slučaju biti smatrane delom Namene Zakupa.
- 5.4 Ne isključujući gore navedeno, Zakupac potvrđuje da je svestan da upotreba Zakupljenog Prostora uz izmenu ili odstupanje od Namene Zakupa, ne samo što predstavlja grubo kršenje ovog Ugovora kako je u daljem tekstu navedeno, već može izazvati i kršenje drugih ugovora o zakupu i/ili drugih ugovora između Zakupodavca i drugih Zakupaca u Tržnom Centru i može izazvati dodatnu štetu Zakupodavcu, uključujući štetu njegovoj reputaciji i poslovnom ugledu. Stoga, ne isključujući time bilo koji drugi pravni lek i/ili pravno sredstvo i/ili pravo koji



derogating from any other remedy and/or relief and/or right conferred upon the Landlord according to this Agreement and/or according to any Applicable Law, in any case when a business is operated in the Leased Premises by deviating or exceeding the Purpose of the Lease, the Tenant shall indemnify and compensate the Landlord, immediately upon receipt of the first demand to do so, for any damage and/or cost and/or loss that shall be caused to the Landlord as a result of a claim by any of the Tenants in the Shopping Center.

Zakupodavcu stoje na raspolaganju u skladu sa ovim Ugovorom i/ili Relevantnim Propisima, u svim slučajevima u kojima se poslovanje u Zakupljenom Prostoru obavlja odstupanjem od ili prekoračenjem Namene Zakupa, Zakupac će biti dužan da odmah, na prvi poziv, Zakupodavcu nadoknadi svu štetu i/ili troškove i/ili gubitke izazvane Zakupodavcu kao rezultat potraživanja bilo kog od Zakupaca u Tržnom Centru.

5.5 It is hereby clarified that the Tenant shall be obligated to use the Area of the Leased Premises for the activities defined in the Purpose of the Lease and that he shall not allocate any area in the Leased Premises for any other purpose.

5.5 Ugovorne strane preciziraju da će Zakupac biti obavezan da koristi Površinu Zakupljenog Prostora za aktivnosti navedene u Nameni Zakupa i da neće koristiti nijedan deo površine Zakupljenog Prostora za bilo koju drugu namenu.

5.6 The Tenant declares that it was not granted or promised any exclusivity and/or uniqueness with respect to the Leased Premises and the business that shall be operated in the Leased Premises and it hereby irrevocable waives in advance any claim and/or demand with respect to this.

5.6 Zakupac izjavljuje da mu nije data ni obećana bilo kakva ekskluzivnost i/ili jedinstvenost u pogledu Zakupljenog Prostora i delatnosti koja će biti obavljana u Zakupljenom Prostoru i ovim putem se unapred neopozivo odriče svakog potraživanja i/ili zahteva u tom pogledu.

5.7 By signing this Agreement, the Tenant agrees that the Landlord shall be allowed to use the Tenant's name and Sign for all marketing activities of the Shopping Center during the term of this Agreement

5.7 Stavljanjem potpisa na ovaj Ugovor Zakupac potvrđuje da je saglasan da Zakupodavac može koristiti naziv i Znak Zakupca u svim marketinškim aktivnostima Tržnog Centra za vreme trajanja ovog Ugovora.

5.8 The Tenant shall not perform any sale of damaged goods, auction sale, sale due to bankruptcy, "end of business", "termination of lease" or similar sale within the Leased Premises. The purpose of this limitation is to maintain the image of a first-class shopping center.

5.8 Zakupac neće obavljati bilo kakvu rasprodaju oštećenih stvari, licitacionu rasprodaju, rasprodaju zbog stečaja, "prestanak poslovanja", "prestanak zakupa" ili sličnu rasprodaju u okviru Zakupljenog Prostora. Svrha ovog ograničenja je održavanje imidža prvoklasnog tržnog centra.

5.9 The Landlord accepts that certain goods may be sold on sale, and in that case advertised as goods on sale by lower prices, as long as this is in accordance with the Applicable Laws and operational rules and regulations of the Shopping Center and maintains its image in line with the image of a first-class shopping center.

5.9 Zakupodavac prihvata da određeni artikli mogu da budu rasprodavani i u tom slučaju reklamirani kao na rasprodaji, po sniženim cenama, sve dok se Zakupac pridržava svih važećih zakona i pravilnika o radu i drugih pravila Tržnog Centra i dok održava imidž u skladu sa imidžom prvoklasnog tržnog centra.

5.10 The Parties agree and confirm that the Tenant shall not participate in any kind of income of the Landlord related to the business activity of the Shopping Center.

5.11 The Tenant shall at all times properly and adequately stock the Leased Premises with goods/products/assortment consistent with the Purpose of the Lease, i.e., the activity that the Tenant performs in the Leased Premises, for the purpose of maintaining the high image and reputation of the Shopping Center as a whole, as well as of all tenants performing their activities within the Shopping Center. The Landlord shall have the right at any time (within the Opening Hours) to enter the Leased Premises in order to ascertain whether the Leased Premises are properly and adequately stocked

5.12 The breach of any of the Tenant's obligations prescribed by the provisions of this Section 5 shall constitute a fundamental breach of this Agreement by the Tenant.

6. RENT

6.1 For each month of the Lease Term starting from the Lease Commencement Date, the Tenant shall pay the Landlord the Rent as a Percentage of the Turnover from the Tenant's business operated in the Leased Premises at the rate stipulated in Appendix "A" of this Agreement (hereinafter: the "Rent as a Percentage of the Turnover"), but in any event not less than the Minimum Rent as determined in Article 6.2 of the Agreement, in the following manner:

6.1.1 By the 5th of each calendar month during the Lease Term, the Tenant shall deliver the Landlord a monthly report (hereinafter: the "Monthly Report") with respect to the Turnover in the Leased Premises for the previous calendar month (hereinafter: the "Monthly Turnover" and the "Reported Month", respectively). The Monthly Report shall be certified by attaching the Tenant's monthly VAT reports, a report of an accountant and electronic evidence by a cash register, if the Landlord should require such a report. In the event the Tenant's

5.10 Ugovorne strane saglasno ugovaraju i potvrđuju da Zakupac neće imati pravo na učešće u bilo kakvim prihodima Zakupodavca u vezi sa poslovanjem Tržnog Centra.

5.11 Zakupac je dužan da Zakupljeni Prostor sve vreme drži adekvatno snabdevenim robom/proizvodima/asortimanom u skladu sa Namenom Zakupa, odnosno delatnošću koju Zakupac obavlja u Zakupljenom Prostoru, a sa ciljem održavanja visokog imidža i reputacije kako Tržnog Centra kao celine, tako i svih zakupaca koji obavljaju svoju delatnost u sklopu Tržnog Centra. Zakupodavac će imati pravo da u bilo koje vreme (u okviru Radnog Vremena) uđe u Zakupljeni Prostor da bi utvrdio da li je Zakupljeni Prostor pravilno i adekvatno snabdeven.

5.12 Kršenje bilo koje obaveze Zakupca utvrđene odredbama ovog Odeljka 5 će predstavljati grubo kršenje ovog Ugovora od strane Zakupca.

6. ZAKUPNINA

6.1 Za svaki mesec tokom Perioda Zakupa, počevši od Dana Početka Zakupa, Zakupac će plaćati Zakupodavcu Zakupninu kao Procenat od Prometa od Zakupčeve poslovne delatnosti koju obavlja u Zakupljenom Prostoru u visini određenoj u Prilogu „A“ ovog Ugovora (u daljem tekstu: „Zakupnina kao Procenat od Prometa“), ali u svakom slučaju ne manju od Minimalne Zakupnine utvrđene u članu 6.2 Ugovora, i to na sledeći način:

6.1.1 Zakupac će do petog u svakom kalendarskom mesecu tokom trajanja Perioda Zakupa dostavljati Zakupodavcu mesečni izveštaj (u daljem tekstu: „Mesečni Izveštaj“) o Prometu u Zakupljenom Prostoru za prethodni kalendarski mesec (u daljem tekstu: „Mesečni Promet“, odnosno „Predmetni Mesec“). Mesečni Izveštaj će biti potvrđen prilažanjem Zakupčevih mesečnih PDV Izveštaja, izveštaja računovođe i elektronske evidencije putem fiskalne kase, ukoliko Zakupodavac bude tražio takav izveštaj. U slučaju da je Relevantnim Propisima



VAT reports according to the Applicable Law were prepared at times which do not correspond the delivery dates of the Monthly Reports as mentioned above, the Tenant shall furnish the Landlord with the VAT report as mentioned above immediately upon submitting it to VAT authorities. If the Tenant does not have a separate VAT report to the business operating in the Leased Premises rather a comprehensive report for all of his businesses, the Monthly Report shall be certified by an accountant.

predviđeno da se PDV izveštaji Zakupca podnose u vreme koje se ne poklapa sa rokovima za podnošenje Mesečnih Izveštaja, kako je napred navedeno, Zakupac će dostaviti Zakupodavcu predmetni PDV izveštaj odmah nakon njegovog podnošenja nadležnim poreskim organima. Ukoliko Zakupac ne poseduje poseban PDV izveštaj za delatnost koju obavlja u Zakupljenom Prostoru, već samo sveobuhvatan izveštaj za sve svoje delatnosti, Mesečni Izveštaj će biti potvrđen od strane računovođe

6.1.2 If as a result of the Monthly Report it shall become clear that the Rent as a Percentage of the Turnover for the Reported Month is higher than the Minimum Rent regarding that same Reported Month, in any sum whatsoever, the Tenant shall pay the Landlord the balance over the Minimum Rent by the 10th of the relevant month.

6.1.2 Ukoliko se na osnovu Mesečnog Izveštaja utvrdi da je Zakupnina kao Procenat od Prometa za Predmetni Mesec veća od Minimalne Zakupnine za Predmetni Mesec, u bilo kom iznosu, Zakupac je dužan da razliku između tako obračunate Zakupnine kao Procenta od Prometa i Minimalne Zakupnine plati Zakupodavcu do desetog u tekućem mesecu.

6.1.3 Within 90 (ninety) days after the end of each calendar year, the Tenant shall submit to the Landlord an annual report certified by a certified accountant firm stating to each month the Turnover in the Leased Premises (hereinafter: the "Annual Report"). If, as a result of the Annual Report, it shall become clear that the amount of the Rent as a Percentage of the Turnover for the relevant period is higher than the amounts paid on the basis of the Tenant's Monthly Reports, the Tenant shall pay the Landlord the difference by no later than 10 (ten) days after the issuance of the Landlord's invoice.

6.1.3 Zakupac se obavezuje da u roku od 90 (devedeset) dana po isteku svake kalendarske godine podnese Zakupodavcu godišnji finansijski izveštaj overen od strane ovlašćenog računovođe u kojem je naveden promet ostvaren u svakom mesecu u Zakupljenom Prostoru (u daljem tekstu: „Godišnji Izveštaj”). Ukoliko se na osnovu Godišnjeg Izveštaja utvrdi da je vršina Zakupnine kao Procenat od Prometa u odnosnom periodu veća od Iznosa plaćenih na osnovu Zakupčevih Mesečnih Izveštaja, Zakupac je dužan da razliku plati Zakupodavcu najkasnije u roku od 10 (deset) dana od dana izdavanje fakture Zakupodavca.

6.1.4 The Rent as a Percentage of the Turnover shall be paid in RSD or in Euro, according to the Landlord's sole discretion. In case the payment shall be made in Euro, conversion from RSD to Euro shall be calculated at the middle exchange rate of the National Bank of Serbia applicable on the invoice date.

6.1.4 Zakupnina kao Procenat od Prometa će biti plaćana u dinarima ili u eurima, prema diskrecionojoj odluci Zakupodavca. U slučaju da se plaćanje vrši u eurima, konverzija iz dinara u eure će biti izračunata po srednjem kursu Narodne banke Srbije na dan fakturisanja.

6.2 For each month during the Lease Term the Tenant shall pay the Landlord the Minimum Rent on the date stipulated in Article 12.1 hereafter and in the following manner.

6.2 Zakupac je dužan da za svaki mesec u toku Perioda Zakupa plati Zakupodavcu Minimalnu Zakupninu na dan određen u članu 12.1 ovog Ugovora, a na sledeći način:

6.2.1 During the Initial Lease Term, the Tenant shall pay the Landlord the monthly Minimum Rent in the amounts stipulated in Appendix "A" of this Agreement subject to the provisions of Article 6.2.2 of this Agreement in case that the provisions of Appendix "A" of the Agreement provide for a change in the amount of the Minimum Rent during the Initial Lease Term. The Minimum Rent shall be automatically increased each year by the value of the MUICP as stipulated in Section 9 of this Agreement.

6.2.2 During the Additional Lease Term, the Tenant shall be obliged to pay the monthly Minimum Rent in the higher of the two following amounts:

- a) indexed monthly amount of the Minimum Rent determined in Appendix "A" of the Agreement for the respective Additional Lease Term,

or

- b) indexed monthly amount of the Minimum Rent that was invoiced to the Tenant for the last month of the Initial Lease Term, i.e., for the last month of the previous Additional Lease Term (in the full amount, without taking into account possible temporary Rent reductions)

(hereinafter: the "Minimum Rent During the Additional Lease Term").

For the avoidance of doubt, the Minimum Rent during the Additional Lease Term shall be adjusted annually by the value of MUICP in accordance with Section 9 of the Agreement. Additionally, it is clarified that regarding the Additional Lease Term – any reference to the "Minimum Rent" in this Agreement shall be read and understood as the "Minimum Rent during the Additional Lease Term" for all intents and purposes.

The Parties agree that provisions of this Article 6.2.2 of the Agreement shall be applied accordingly in case that provisions of Appendix "A" to the Agreement provide for

6.2.1 Zakupac će tokom Inicijalnog Perioda Zakupa plaćati Zakupodavcu mesečnu Minimalnu Zakupninu u iznosima određenim u Prilogu „A“ ovog Ugovora uz primenu odredbi člana 6.2.2 ovog Ugovora ukoliko je Prilogom „A“ Ugovora predviđena promena iznosa Minimalne Zakupnine tokom trajanja Inicijalnog Perioda Zakupa. Minimalna Zakupnina će biti automatski uvećavana svake godine vrednošću MUICP indeksa kako je određeno u Odeljku 9 ovog Ugovora.

6.2.2 Tokom Dodatnog Perioda Zakupa Zakupac će biti dužan da na ime mesečne Minimalne Zakupnine plaća veću od sledeća dva iznosa:

- a) indeksirani mesečni iznos Minimalne Zakupnine utvrđen u Prilogu „A“ Ugovora za odnosni Dodatni Period Zakupa,

ili

- b) Indeksirani mesečni iznos Minimalne Zakupnine koji je fakturisao Zakupcu za poslednji mesec Inicijalnog Perioda Zakupa, odnosno za poslednji mesec prethodnog Dodatnog Perioda Zakupa (u punom iznosu, bez uzimanja u obzir eventualnih privremenih umanjenja Zakupnine).

(u daljem tekstu: „Minimalna Zakupnina Tokom Dodatnog Perioda Zakupa“).

Radl izbegavanja sumnje, svaki iznos Minimalne Zakupnine Tokom Dodatnog Perioda Zakupa biće usklađivan na godišnjem nivou vrednošću MUICP, kako je određeno u Odeljku 9. Dodatno, Ugovorne strane preciziraju da će se u pogledu Dodatnog Perioda Zakupa – svako pozivanje na „Minimalnu Zakupninu“ u ovom Ugovoru smatrati i tumačiti kao „Minimalna Zakupnina Tokom Dodatnog Perioda Zakupa“.

Ugovorne strane su saglasne da se odredbe ovog člana 6.2.2 Ugovora shodno primenjuju i u slučaju da je odredbama Priloga „A“ Ugovora predviđena promena



a change in the amount of Minimum Rent during the Initial or any Additional Lease Term.

iznosa Minimalne Zakupnine tokom trajanja Inicijalnog ili bilo kog Dodatnog Perioda Zakupa

6.2.3 The Minimum Rent is payable in EUR currency, unless the Tenant is otherwise instructed by the Landlord.

6.2.3 Minimalna Zakupnina se plaća u eurima, osim ukoliko Zakupac ne dobije drugačije Instrukcije od strane Zakupodavca.

6.2.4 For the avoidance of doubt, It is clarified that the stipulated amount of the Minimum Rent under the terms above, is negligible, extremely low and is guaranteed to be paid to the Landlord in any event for each month during the Lease Term, even if the Rent as a Percentage of the Turnover in accordance with provisions of Article 6.1 above shall be lower than it, for any reason and without any exception.

6.2.4 U cilju otklanjanja svake sumnje, Ugovorne strane preciziraju da je ugovoreni iznos Minimalne Zakupnine neznatan, odnosno izuzetno nizak i garantuje se njegova Isplata Zakupodavcu za svaki mesec tokom Perioda Zakupa, pa i u slučaju da Zakupnina kao Procenat od Prometa u skladu sa napred navedenim odredbama člana 6.1 bude niža od iznosa Minimalne Zakupnine, iz bilo kog razloga i bez ikakvih izuzetaka.

6.3 The Tenant explicitly undertakes towards the Landlord, that it shall conduct a complete and accurate registration of all the transactions regarding its business operations in the Leased Premises, so that it shall fully reflect the Turnover in the Leased Premises as defined in the Agreement.

6.3 Zakupac se izričito obavezuje prema Zakupodavcu da će vršiti potpuno i tačno evidentiranje svih transakcija u vezi sa svojim poslovanjem u Zakupljenom Prostoru, tako da ono u potpunosti prikazuje Promet u Zakupljenom Prostoru, kako je isti definisan u ovom Ugovoru.

6.4 In connection with the Tenant's accounts, the following provisions shall apply:

6.4 U pogledu računa Zakupca, primenjivaće se sledeće odredbe:

6.4.1 The Tenant undertakes that the registration of the Turnover in the Leased Premises shall be done only by a cash register or computer, which meets the requirements of any authorized Authority and/or the requirements of the Applicable Laws and that the registration shall be separately executed only with respect to the Tenant's business in the Leased Premises.

6.4.1 Zakupac se obavezuje da evidentiranje Prometa u Zakupljenom Prostoru vrši isključivo putem fiskalne kase ili kompjutera, u skladu sa zahtevima Nadležnih Organa i/ili odredbama Relevantnih Propisa, kao i da zasebno evidentira promet ostvaren poslovanjem u Zakupljenom Prostoru

6.4.2 It is agreed and clarified that the lack of registration in a manner specified in the previous Article 6.4.1 with respect to any transaction that shall be executed by the Tenant shall be considered a fundamental breach of this Agreement by the Tenant.

6.4.2 Ugovorne strane saglasno ugovaraju i preciziraju da će se neevidentiranje bilo koje transakcije izvršene od strane Zakupca na način definisan u prethodnom članu 6.4.1 smatrati grubim kršenjem ovog Ugovora od strane Zakupca.

6.5 The Landlord reserves the right to review, at any time, the bookkeeping documents of the Tenant, to inspect the Monthly Report and/or the Annual Report by an accountant and/or bookkeeper on its behalf, and to

6.5 Zakupodavac zadržava pravo da u bilo kom trenutku pregleda knjigovodstvene dokumente Zakupca, da njegov računovođa i/ili knjigovođa pregleda Mesečni Izveštaj i/ili Godišnji Izveštaj kao i da proverava postupak

Inspect the Turnover registration procedures in the Leased Premises and the account books of the Tenant. Upon the Landlord's request the Tenant or its accountant and/or bookkeeper shall deliver any explanation and/or document and/or information required with respect to all of the above, within 7 (seven) days upon receiving the Landlord's request.

6.6 For each day of delay in submitting the Monthly Reports and/or the Annual Report to the Landlord, as specified in this Article, the Tenant shall be obliged to pay a contractual penalty specified in Article 30.9, without prejudice to the Landlord's right to any remedy and/or relief and/or compensation of damages at a higher rate and/or any other right, pursuant to the Agreement and/or any Applicable Law, including his right to be compensated with a penalty for the non-performance of the Agreement as specified in Article 30.10 of this Agreement.

6.7 The Tenant shall not be obliged to pay the Rent between the Delivery Date and the Lease Commencement Date.

7. MANAGEMENT FEES

7.1 For each month of the Lease Term the Tenant shall pay the Landlord or the Management Company (upon the Landlord's Instruction) the management fees in the amount specified in Appendix "A" of this Agreement (hereinafter referred to as the "Management Fees").

7.2 The Management Fees cover the expenses, charges and costs of services as defined in the Management Agreement, which represents Appendix "F" to this Agreement. For the avoidance of doubt, it is hereby clarified that the said amounts do not include the expenses in respect of the use and maintenance of the Leased Premises and operation of the Tenant's business in the Leased Premises as well as all other additional expenses as specified in Section 10 of the Agreement, the insurance premiums and other expenses related to the Tenant's Insurance, in terms of Section 28 of the Agreement, and all other payments which represent the

evidentiranja Prometa u Zakupljenom Prostoru i računovodstvene knjige Zakupca. Zakupac ili njegov računovođa i/ili knjigovođa će na zahtev Zakupodavca dostaviti svako traženo objašnjenje i/ili dokument i/ili informaciju u vezi sa napred navedenim, i to u roku od 7 (sedam) dana od prijema zahteva Zakupodavca.

6.6 Za svaki dan zakašnjenja u podnošenju Mesečnih Izveštaja i/ili Godišnjeg Izveštaja Zakupodavcu, kako je određeno ovim članom, Zakupac će biti obavezan da plati ugovornu kaznu utvrđenu u članu 30.9, ne isključujući time pravo Zakupodavca na bilo koji drugi pravni lek i/ili pravno sredstvo i/ili naknadu štete u većem iznosu i/ili bilo koje drugo pravo Zakupodavca prema ovom Ugovoru i/ili Relevantnim Propisima, uključujući njegovo pravo na ugovornu kaznu zbog neizvršenja Ugovora utvrđenu u članu 30.10 ovog Ugovora.

6.7 Zakupac neće biti u obavezi da plaća Zakupninu u periodu između Dana Predaje i Dana Početka Zakupa.

7. NAKNADA ZA MENADŽMENT USLUGE

7.1 Zakupac će za svaki mesec tokom trajanja Perioda Zakupa plaćati Zakupodavcu ili Društvu za Menadžment (u skladu sa instrukcijama Zakupodavca) naknadu za menadžment usluge u iznosu određenom u Prilogu „A“ ovog Ugovora (u daljem tekstu: „Naknada za Menadžment Usluge“).

7.2 Naknada za Menadžment Usluge pokriva troškove, naknade i cene usluga definisanih u Ugovoru o Pružanju Menadžment Usluga koji predstavlja Prilog „F“ ovog Ugovora. Radi otklanjanja svake sumnje, Ugovorne strane ovim potvrđuju da navedeni iznosi ne uključuju troškove u vezi sa korišćenjem i održavanjem Zakupljenog Prostora i poslovanjem Zakupca u Zakupljenom Prostoru, kao i sve druge dodatne troškove utvrđene u Odeljku 10 ovog Ugovora, premije osiguranja i druge troškove vezane za Zakupčevo Osiguranje u smislu Odeljka 28 ovog Ugovora i sva druga plaćanja koja predstavljaju obavezu Zakupca prema Relevantnim



Tenant's obligation according to any Applicable Law and/or this Agreement and/or the Management Agreement.

Propisima i/ili ovom Ugovoru i/ili Ugovoru o Pružanju Menadžment Usluga.

7.3 The Parties agree that the amount of Management Fees specified in Appendix „A“ to this Agreement represents the amount of the advance payment of Management Fees until the end of the first calendar year after the Lease Commencement Date and that in this manner calculated amount of the Management Fees is not fixed and it shall vary depending on the final calculation of the actual costs that shall be provided by the Landlord in accordance with Article 7.4 of this Agreement.

7.3 Ugovorne strane saglasno ugovaraju da iznos Naknade za Menadžment Usluge definisan u Prilogu „A“ ovog Ugovora predstavlja akontacioni iznos Naknade za Menadžment Usluge za period do kraja prve kalendarske godine nakon Dana Početka Zakupa i da tako obračunat iznos Naknade za Menadžment Usluge nije konačan i da će isti varirati u zavisnosti od konačnog obračuna stvarnih troškova koji će Zakupodavac sačiniti u skladu sa članom 7.4 ovog Ugovora.

7.4 The Landlord or the Management Company shall, within a term of 90 (ninety) days after the end of the calendar year, prepare and send to the Tenant the final calculation of actual costs with specification of payments received and the actual costs paid during the previous year. The amount payable by the Tenant for the actual costs shall be determined in proportion to the participation of the amount invoiced to the Tenant in the name of the amount of advance payment of Management Fees in the total amount invoiced to all tenants in the name of the amount of advance payment of Management Fees, for the relevant year.

7.4 Zakupodavac ili Društvo za Menadžment će u roku od 90 (devedeset) dana po isteku svake kalendarske godine sačiniti i poslati Zakupcu konačan obračun stvarnih troškova sa specifikacijom primljenih uplata i stvarnih troškova plaćenih tokom prethodne godine. Obračun iznosa koji treba da plati Zakupac na ime stvarnih troškova će biti utvrđen proporcionalno učešću iznosa koji je Zakupcu fakturisano na ime akontacionog iznosa Naknade za Menadžment Usluge u ukupnom iznosu fakturisano svim zakupcima na ime akontacionog iznosa Naknade za Menadžment Usluge, za relevantnu godinu.

7.5 In case there is a shortfall according to the final calculation of the actual costs, the Tenant shall be obliged to pay the difference within 10 (ten) days after the issuance of the invoice. In case of overpayment, the account of the Tenant shall be credited, and such credit shall be used to cover the Management Fees for the current year.

7.5 U slučaju da prema konačnom obračunu stvarnih troškova postoji manjak, Zakupac će biti dužan da plati razliku u roku od 10 (deset) dana od dana izdavanje fakture. U slučaju preplaćivanja, višak će biti knjižen na račun Zakupca i taj iznos će se koristiti za pokriće Naknada za Menadžment Usluge za tekuću godinu.

7.6 Within a term of 30 (thirty) days after termination of this Agreement, the Landlord shall calculate the actual amount of costs which became due by the date of termination of the Agreement and depending on the amount, as per the ratio from Article 7.4 of this Agreement, shall issue to the Tenant an invoice for additional amount of the Management Fees or shall reduce the last respective invoice for the advance amount of the Management Fees. With respect to

7.6 U roku od 30 (trideset) dana nakon prestanka važenja ovog Ugovora, Zakupodavac će obračunati stvarni iznos troškova dospelih do dana prestanka Ugovora i u zavisnosti od dobijenog iznosa, u skladu sa proporcijom iz člana 7.4 ovog Ugovora, Zakupcu izdati fakturu za dodatni iznos Naknade za Menadžment Usluge ili umanjiti poslednju fakturu za uplatu akontacionog iznosa Naknade za Menadžment Usluge. Na plaćanje ove

payment of this invoice by the Tenant other provisions of this Agreement referring to settlement of payment obligations by the Tenant shall apply.

7.7 The Parties also agreed that at the expiration of each calendar year during the Lease Term, the Landlord shall be entitled to examine the existing management and maintenance costs at the site and to determine that for the following calendar year, the amount of advance payment of Management Fees shall be updated by such rate as shall reflect the costs at that time. The amount payable by the Tenant on the basis of the updated advance payment of Management Fees for the following year of the Lease Term shall be determined by the Landlord in accordance with the calculation method specified in Article 7.4 of this Agreement. This updated amount shall be provided to the Tenant in writing and shall become immediately binding for him. Nevertheless, the amount of the advance payment of the Management Fees for the following calendar year shall not be lower than the amount of the advance payment of the Management Fees calculated for the previous calendar year.

7.8 The Management Fees shall be increased annually by the value of MUICP in a manner and under conditions as stipulated in Section 9 of this Agreement.

7.9 The Management Fees are payable in RSD counter value calculated at the selling exchange rate of the bank in which the Landlord's accounts are being conducted, applicable at the day of issuance of an invoice. Should the Management Fees be allowed by the Applicable Laws to be paid in EUR at any time during the Lease Term, the Tenant shall be obliged, upon the instruction of the Landlord, to make such a payment in EUR currency.

7.10 The Tenant shall not be obliged to pay the Management Fees between the Delivery Date and the Lease Commencement Date.

B. MARKETING FEES

fakture će se primenjivati odredbe ovog Ugovora u vezi sa iznirenjem obaveza plaćanja Zakupca.

7.7 Ugovorne strane takode saglasno ugovaraju da je Zakupodavac ovlašćen da po isteku svake kalendarske godine tokom trajanja Perioda Zakupa preispita postojeće troškove menadžmenta i održavanja na predmetnoj lokaciji i da utvrdi da će se za narednu kalendarsku godinu primenjivati usklađen akontacioni iznos Naknada za Menadžment Usluge, u visini koja će odražavati troškove u tom trenutku. Iznos koji će Zakupac biti dužan da plaća na ime usklađenog akontacionog iznosa Naknade za Menadžment Usluge za narednu godinu Perioda Zakupa biće utvrđen od strane Zakupodavca u skladu sa načinom obračuna definisanim u članu 7.4 ovog Ugovora. Tako određen iznos biće dostavljen Zakupcu u pisanoj formi i postaće za Zakupca obavezujući bez odlaganja. Akontacioni iznos Naknade za Menadžment Usluge za narednu kalendarsku godinu neće u bilo kom slučaju biti niži od akontacionog iznosa Naknade za Menadžment Usluge obračunatog za prethodnu kalendarsku godinu.

7.8 Naknada za Menadžment Usluge će biti uvećavana na godišnjem nivou za vrednost MUICP indeksa na način i pod uslovima utvrđenim u Odeljku 9 ovog Ugovora.

7.9 Naknada za Menadžment Usluge se plaća u dinarskoj protivvrednosti eura, obračunatoj po prodajnom kursu banke u kojoj se vode računi Zakupodavca, na dan izdavanja fakture. Ukoliko u toku trajanja Perioda Zakupa Relevantnim Propisima bude dozvoljeno plaćanje Naknade za Menadžment Usluge u eurima, Zakupac će biti obavezan da po instrukciji Zakupodavca, takva plaćanja vrši u eurima.

7.10 Zakupac neće biti u obavezi da plaća Naknadu za Menadžment Usluge u periodu između Dana Predaje i Dana Početka Zakupa.

8. NAKNADA ZA MARKETING



8.1 Since the opening of the leased Premises takes place after the date of opening of the Shopping Center, the tenant shall not pay the Landlord or the Management Company the initial "one time" marketing contribution for the "Grand Opening" fund.

9. INDEX

9.1 The Parties agree that the amounts of Minimum Rent and Management Fees specified in Appendix „A“ to this Agreement represent the amounts of Minimum Rent and Management Fees until the end of the first calendar year after the Lease Commencement Date and that starting from the first January of the year following the Lease Commencement Date and every January throughout the entire Lease Term, including all Additional Lease Terms, the Minimum Rent and the Management Fees shall be automatically increased each year on the basis of changes in the Monetary Union Index of Consumer Prices, between the respective month (December) and the same month of the previous year, established and published by EUROSTAT ("MUICP"). The respective yearly MUICP figure shall be used as the base for calculating the adjustment of the Minimum Rent and the Management Fees for the subsequent lease year. For avoidance of any doubt, if the MUICP rate for the respective month is lower than or equal to the MUICP rate for the same month of the previous year, the Minimum Rent and the Management Fees shall remain unchanged. In case MUICP is no longer published, the Minimum Rent and the Management Fees shall be calculated on the basis of another equivalent official European Union Index, which will replace the abovementioned index.

9.2 Until the Tenant receives the Landlord's Invoice of the amount of the Minimum Rent and the Management Fees updated by the MUICP, he shall continue to pay the existing amounts of Minimum Rent and the Management Fees. On the first payment date after receiving the Landlord's invoice as defined above, the Tenant shall pay, in addition to the indexed Minimum Rent and the Management Fees for the relevant period, a sum of money equal to the amount by which the

8.1 S obzirom da se otvaranje Zakupljenog Prostora dešava nakon dana otvaranja Tržnog Centra, Zakupac ne plaća Zakupodavcu ili Društvu za Menadžment jednokratni doprinos za marketinški fond za "Svečano Otvaranje".

9. INDEKS

9.1 Ugovorne strane saglasno ugovaraju da iznos Minimalne Zakupnine i Naknade za Menadžment Usluge definisan u Prilogu „A“ ovog Ugovora predstavljaju iznose Minimalne Zakupnine i Naknade za Menadžment Usluge za period do kraja prve kalendarske godine nakon Dana Početka Zakupa, dok će počev od prvog januara naredne kalendarske godine nakon Dana Početka Zakupa i svakog januara tokom celog Perioda Zakupa, uključujući i svaki Dodatni Period Zakupa, Minimalna Zakupnina i Naknada za Menadžment Usluge automatski biti uvećavane svake godine na osnovu promena indeksa potrošačkih cena Monetarne Unije između posmatranog meseca (decembar) i istog tog meseca prethodne godine, a koji utvrđuje i objavljuje EUROSTAT ("MUICP"). Navedeni godišnji procenat uvećanja MUICP će biti korišćen kao osnov za usklađivanje Minimalne Zakupnine i Naknada za Menadžment Usluge za narednu godinu zakupa. Radi otklanjanja svake sumnje, ukoliko je stopa MUICP za odnosi mesec manja ili jednaka stopi MUICP za istu mesec prethodne godine, iznosi Minimalne Zakupnine i Naknada za Menadžment Usluge ostaće nepromenjeni. U slučaju da se MUICP više ne objavljuje, Minimalna Zakupnina i Naknada za Menadžment Usluge će biti obračunate na osnovu nekog drugog zvaničnog indeksa Evropske Unije koji će zameniti napred navedeni indeks.

9.2 Zakupac će nastaviti da plaća postojeći iznos Minimalne Zakupnine i Naknade za Menadžment Usluge sve dok ne primi fakturu Zakupodavca za iznos Minimalne Zakupnine i Naknade za Menadžment Usluge usklađen stopom MUICP. Na dan prvog plaćanja nakon prijema napred navedene fakture Zakupodavca, Zakupac će, pored indeksirane Minimalne Zakupnine i Naknade za Menadžment Usluge za predmetni period, platiti i

indexed Minimum Rent and the Management Fees exceed the existing amounts of Minimum Rent and the Management Fees which are paid for the months prior to issuance of such Invoice.

novčani iznos za koji indeksirana Minimalna Zakupnina i Naknada za Menadžment Usluge prevazilazi iznos Minimalne Zakupnine i Naknade za Menadžment Usluge plaćene za mesec pre izdavanja navedene fakture.

10. ADDITIONAL EXPENSES

10. DODATNI TROŠKOVI

10.1 The Tenant shall pay, in addition to the Rent and Management Fees and any other payment applying to it according to this Agreement, all of the levies, charges, expenses, taxes and obligatory payments of any type, local and/or governmental and/or others, with respect to the Leased Premises and/or the use, possession or maintenance of the Leased Premises and/or the business operating in the Leased Premises and all other payments applicable according to their nature and/or according to any Applicable Law and/or decisions of the competent Authorities and/or this Agreement and/or Landlord's or the Management Company's decisions, to the tenant and/or the possessor and/or the user of the Leased Premises and/or the business that the Tenant is operating in the Leased Premises and/or on the operator of a business in the Leased Premises by himself and under his responsibility, or by any third party.

10.1 Zakupac je dužan da pored Zakupnine, Naknade za Menadžment Usluge i bilo kog drugog plaćanja koje se na njega odnosi prema ovom Ugovoru, plaća i sve namete, naknade, troškove, takse, poreze i obavezna davanja bilo kog tipa, lokalna i/ili republička i/ili druga, koja se odnose na Zakupljeni Prostor i/ili korišćenje, državinu ili održavanje Zakupljenog Prostora i/ili delatnost koja se obavlja u Zakupljenom Prostoru i sva druga plaćanja koja se po svojoj prirodi i/ili prema Relevantnim Propisima i/ili odlukama Nadležnih Organa i/ili ovom Ugovoru i/ili odlukama Zakupodavca ili Društva za Menadžment, primenjuju na Zakupca i/ili na držaoca i/ili korisnika Zakupljenog Prostora i/ili na delatnost koju Zakupac obavlja u Zakupljenom Prostoru i/ili na lice koje obavlja delatnost u Zakupljenom Prostoru lično i na sopstvenu odgovornost ili preko bilo kog urećeg lica.

10.2 Without derogating from the generality of the aforesaid, the Tenant shall fully pay, at the date stipulated for this in the Agreement and/or in the Applicable Law all of the payments in respect of the use and maintenance of the Leased Premises and operation of the Tenant's business such as, but not limited to:

10.2 Ne isključujući napred navedeno, Zakupac će, na dan utvrđen ovim Ugovorom i/ili određen Relevantnim Propisima, u celosti plaćati sve troškove u vezi sa korišćenjem i održavanjem Zakupljenog Prostora i obavljanjem poslovne delatnosti u njemu, uključujući ali se ne ograničavajući na:

10.2.1 Costs for the consumption of electricity, in the Leased Premises, on the basis of its actual consumption, as measured in the control meter. In case there shall be no control meter installed in the Leased Premises, the Tenant shall pay these costs according to the proportional share of the Area of the Leased Premises in the total area of the Shopping Center.

10.2.1 Troškove električne energije, u Zakupljenom Prostoru na osnovu stvarne potrošnje utvrđene kontrolnim brojičkom. Ukoliko u Zakupljenom Prostoru ne bude postavljeno kontrolno brojičilo, Zakupac će ove troškove plaćati prema proporcionalnom učešću Površine Zakupljenog Prostora u ukupnoj površini Tržnog Centra.

10.2.2 Costs for water supply and sewage shall be paid on the basis of its actual consumption, as shown in the water meter. In case there shall be no water meter installed in

10.2.2 Troškove vode i kanalizacije na osnovu stvarne potrošnje utvrđene vodomera. Ukoliko u Zakupljenom Prostoru ne bude postavljen vodomer, Zakupac će ove troškove



the Leased Premises, the Tenant shall pay these costs according to the proportional share of the Area of the Leased Premises in the total area of the Shopping Center;

plaćati prema proporcionalnom učešću Površine Zakupljenog Prostora u ukupnoj površini Tržnog Centra;

10.2.3 Costs for telecommunication services – shall be paid directly to the service providers according to their invoices;

10.2.3 Troškove telekomunikacionih usluga – plaćaju se direktno pružiocima usluga u skladu sa njihovim računima;

10.2.4 Costs related to cleaning, garbage removal, maintenance, repair and possible renovations of the Leased Premises, costs regarding the disinfecting, disinfestations, pest and rodent control in the Leased Premises, costs and taxes in respect of placing of the Signs and Advertisements, the fee for the protection and improvement of the environment, the fee for collecting and taking away garbage, and all other applicable utility charges, taxes, compensations and other obligatory payments, whether local or governmental, present or future, with respect to the Leased Premises, the possession, use and/or maintenance of the Leased Premises and/or operation the Tenant's business in the Leased Premises, including the property tax, and all other obligatory payments according to Applicable Laws.

10.2.4 Troškove u vezi sa čišćenjem, odnošenjem smeća, održavanjem, popravkama i eventualnom adaptacijom Zakupljenog Prostora, troškove dezinfekcije, dezinsekcije, deratizacije u Zakupljenom Prostoru, troškove i naknade za postavljanje Znakova i Reklama, naknadu za zaštitu i unapređenje životne sredine, naknadu za sakupljanje i odnošenje smeća i sve druge troškove komunalija, poreze, naknade i druge novčane obaveze, kako lokalne tako i republičke, sadašnje ili buduće, koje se odnose na Zakupljeni Prostor, korišćenje i/ili održavanje Zakupljenog Prostora i/ili obavljanje poslovne delatnosti u njemu, uključujući i porez na imovinu, i sva druga obavezna plaćanja u skladu sa Relevantnim Propisima.

10.3 The Tenant is aware that the aforementioned utility services are services provided by third parties – public and communal companies, and that the Landlord will not bear any responsibility if, due to the work of these companies, the Tenant cannot use the services these companies provide.

10.3 Zakupac je svestan da gore navedene komunalne usluge predstavljaju usluge koje pružaju različita treća lica – javna/komunalna preduzeća, kao i da Zakupodavac neće snositi bilo kakvu odgovornost u slučaju da je usled rada ovih preduzeća Zakupcu uskraćeno korišćenje usluga koje obezbeđuju predmetna preduzeća

10.4 Accounts for payment of the costs specified in this Section shall be issued in the name of the Tenant if so stipulated by this Agreement or instructed by the Landlord and if applicable according to Applicable Laws. If not, they shall be initially issued in the name of the Landlord and paid by the Tenant upon being re-invoiced by the Landlord to the Tenant. Irrespective of whether the invoices are issued directly in the name of the Tenant or in the name of the Landlord, the Tenant shall pay in full and on time all such amounts and he shall be obliged, within 15 (fifteen) days after expiry of each

10.4 Računi za naplatu troškova utvrđenih u ovom Odeljku biće izdati na ime Zakupca ukoliko je tako utvrđeno ovim Ugovorom ili je Zakupac dobio takvu Instrukciju od strane Zakupodavca i ukoliko je to u skladu sa Relevantnim Propisima. U protivnom, predmetni računi će inicijalno biti izdati na ime Zakupodavca i Zakupac će iste izmiriti nakon što mu isti budu fakturisani od strane Zakupodavca. Bez obzira da li su računi izdati direktno na ime Zakupca ili na ime Zakupodavca, Zakupac će sve dugovane iznose izmiriti blagovremeno i u celosti i isti će biti dužan da u roku od 15 (petnaest) dana nakon isteka

quarter, to submit proofs of payment of the aforementioned expenses to the Landlord. This does not derogate from the Tenant's obligation to provide the Landlord with the subject proofs of payment at any time upon his request and without any delay.

10.5 It is agreed that the Tenant undertakes to notify in writing the competent Authorities and the other bodies of the date of receipt of possession of the Leased Premises immediately upon receiving possession. Furthermore, if the Landlord shall so demand and if applicable according to Applicable Laws, the Tenant undertakes to transfer the name of the debtor and the address with respect to the expenses, taxes, charges and other payments applying to the Leased Premises (and in the event that according to the provisions of this Agreement and/or Applicable Laws and/or the Landlord's instructions such payment shall not be paid to the Landlord), to the name of the Tenant and he undertakes to return all of the accounts as mentioned above to the name of the Landlord and/or directly onto the name of tenant who will be leasing the Leased Premises or part thereof after Tenant's vacation of the Leased Premises (according to the Landlord's instructions), at the end of the Lease Term when all of the debts with respect to these accounts attributed to the period in which the Tenant possessed the Leased Premises or for which he must bear the said payments – were fully paid. Nothing in this Section derogates from the Landlord's right to notify the Authorities of the date of receipt of possession in the Leased Premises by the Tenant. In addition, nothing in this section derogates from the Landlord's right to instruct the Tenant to make these payments directly to the Landlord.

10.6 Starting from the Delivery Date until the Lease Commencement Date, the Tenant shall be obliged to pay the monthly amount specified in Appendix "A" to this Agreement for each m2 of the Area of the Leased Premises, as the participation in the fees and costs for the monitoring, coordination, waste disposal, procurement of connections and guard service, consumption of water, gas, heating, sewage, electricity, etc. As of the Lease Commencement Date the Additional

svakog kvartala podnese Zakupodavcu dokaze o izvršenom plaćanju navedenih troškova za prethodni kvartal. Ovo ne isključuje obavezu Zakupca da Zakupodavcu na njegov zahtev u svako doba i bez odlaganja podnese predmetne dokaze o plaćanju.

10.5 Ugovorne strane su saglasne da će Zakupac, odmah po prijemu državine Zakupljenog Prostora pisanim putem obavestiti Nadležne Organe i druga tela o datumu prijema državine Zakupljenog Prostora. Nadalje, ukoliko Zakupodavac bude tako zahtevao i ako je to u skladu sa Relevantnim Propisima, Zakupac se obavezuje da izvrši promenu poslovnog imena i adrese dužnika u pogledu troškova, poreza i taksi, naknada i drugih plaćanja koja se primenjuju na Zakupljeni Prostor (a u slučaju da prema odredbama ovog Ugovora i/ili Relevantnim Propisima ili Instrukcijama Zakupodavca takvo plaćanje neće biti vršeno Zakupodavcu) tako da kao dužnik bude označen Zakupac, i obavezuje se da iste vrati na Zakupodavca i/ili direktno na drugog zakupca koji će zakupiti Zakupljeni Prostor ili njegov deo nakon što Zakupac izađe iz Zakupljenog Prostora (po uputstvima Zakupodavca) na kraju Perioda Zakupa, nakon što sva dugovanja koja se mogu pripisati periodu u kom je Zakupac imao državnu Zakupljenog Prostora odnosno periodu u kojem on mora snositi navedena plaćanja – budu isplaćena u celosti. Odredbe ovog Odeljka ni na koji način ne isključuju pravo Zakupodavca da obavesti Nadležne Organe o danu prijema Zakupljenog Prostora u državinu od strane Zakupca. Pored toga, odredbe ovog Odeljka ni na koji način ne isključuju pravo Zakupodavca da naloži Zakupcu da vrši navedena plaćanja direktno Zakupodavcu.

10.6 Zakupac će biti dužan da počev od Dana Predaje pa do Dana Početka Zakupa mesečno plaća iznos definisan Prilogom "A" uz ovaj Ugovor za svaki m2 Površine Zakupljenog Prostora na ime učešća u troškovima i naknadama za poslove nadgledanja, koordinacije, iznošenja smeća, obezbeđenja priključaka i čuvarske službe, kao i potrošnje vode, gasa, grejanja, kanalizacije, električne energije i dr. Počev od Dana Početka Zakupa Dodatni Troškovi će biti obračunavani i plaćani od strane



Expenses shall be calculated and paid by the Tenant in a manner and under conditions stipulated by the above provisions of Articles 10.1-10.5 of this Agreement.

- 10.7 If the Tenant does not pay, in full and/or on time, any of the expenses applying to it according to this Agreement, the Management Agreement, decisions of the Competent Authorities or any Applicable Law, after the Landlord has demanded from Tenant to execute the relevant payment, the Landlord shall be entitled (but not obligated in any event) to immediately pay on account and to the debt of the Tenant any of those expenses. If the Landlord paid any expenses as mentioned, the Tenant shall be obliged to return to the Landlord any such payment including the Delay Interest as specified in Article 12.6 of this Agreement, bank, administrative, legal, court and/or any other expenses caused to the Landlord in respect with such a payment, immediately upon the first demand of the Landlord, without derogating from any remedy and/or relief and/or right conferred upon the Landlord according to this Agreement and/or according to any Applicable Law.

11. VAT

- 11.1 VAT as duly applicable shall be added to each amount of Rent, Management Fees and any other payment that should be paid by the Tenant in accordance with the provisions of this Agreement, at the rate applicable at the time of invoicing according to the Law on VAT of the Republic of Serbia or any Applicable Law. The Tenant shall pay VAT or any tax that shall come in its place and/or any tax that, according to the Applicable Laws, shall apply to any payment that the Tenant must pay in accordance with the provisions of this Agreement. In cases when, according to the provisions of this Agreement, payment should be made in EUR, VAT shall be paid in RSD calculated at the middle exchange rate of the National Bank of Serbia on the date of issuing the invoice.

12. TERMS AND MANNER OF PAYMENT

Zakupca na način i pod uslovima definisanim u gornjim odredbama članova 10.1 – 10.5 ovog Ugovora.

- 10.7 Ukoliko Zakupac ne plati u potpunosti i/ili blagovremeno bilo koji od troškova koji se odnose na njega prema ovom Ugovoru, Ugovoru o pružanju Menadžment Usluga, odlukama Nadležnih Organa ili Relevantnim Propisima, a nakon što je Zakupodavac tražio od njega da izvrši predmetno plaćanje, Zakupodavac će imati pravo (ali neće biti ni na koji način obavezan) da, za račun Zakupca, izmiri dug po osnovu bilo kojih od navedenih troškova. Ukoliko Zakupodavac plati bilo koji od navedenih troškova, Zakupac će biti obavezan da odmah, na prvi poziv Zakupodavca, nadoknadi Zakupodavcu plaćeni iznos, zajedno sa Zateznom Kamatom definisanom u članu 12.6 ovog Ugovora, bankarskim, administrativnim, pravnim, sudskim i/ili bilo kojim drugim troškovima prouzrokovanim Zakupodavcu u vezi sa predmetnim plaćanjem, ne isključujući time bilo koji pravni lek i/ili pravno sredstvo i/ili pravo koji Zakupodavcu stoje na raspolaganju na osnovu odredbi ovog Ugovora i/ili Relevantnim Propisima.

11. PDV

- 11.1 Iznos Zakupnine, Naknade za Menadžment Usluge i svaki drugi iznos koji Zakupac treba da plati prema odredbama ovog Ugovora uvećava se za PDV, po stopi koja se primenjuje u vreme fakturisanja po Zakonu o porezu na dodatu vrednost Republike Srbije ili bilo kom Relevantnom Propisu. Zakupac će platiti PDV ili bilo koji drugi porez koji će zameniti porez na dodatu vrednost i/ili porez koji se, prema Relevantnim Propisima, primenjuje na bilo koje plaćanje koje je Zakupac obavezan da izvrši u skladu sa odredbama ovog Ugovora. U slučajevima kada je odredbama ovog Ugovora predviđeno da se plaćanje vrši u eurima, PDV će se plaćati u dinarima, prema srednjem kursu NBS na dan izdavanja fakture.

12. ROKOVI I NAČIN PLAĆANJA

- 12.1 The Minimum Rent and Management Fees shall be paid quarterly, in advance, on the 1st day of each quarter in which the payment is to be made, provided that the Minimum Rent and Management Fees for the first quarter shall be paid on the Delivery Date. Differentials in respect of Rent as a Percentage of the Turnover shall be paid each month in respect of the preceding month, and not later than on the 10th of the present month. All the other payments of whatever nature or kind shall be paid by the Tenant not later than 10 (ten) days after the issuance of the invoice. Payments payable directly to the service providers and competent authorities by the Tenant shall be paid in full and on time in accordance with invoices and/or decisions of such service providers and/or authorities.
- 12.2 Any payment that the Tenant must pay according to this Agreement and/or according to the Management Agreement to the Landlord or the Management Company, including VAT and interests thereon, shall be paid by wire transfer to the bank account designated by the Landlord/the Management Company. The Landlord or the Management Company shall issue and send to the Tenant the invoice that includes the net amount of the respective payment and VAT applicable in the local jurisdiction of the Republic of Serbia.
- 12.3 The Parties agreed that any payment of any type or kind that the Tenant must pay according to this Agreement and/or according to the Management Agreement to the Landlord or the Management Company shall be made by a transfer order, direct debit or a permanent standing order. Authorization to debit the Tenant's account or permanent standing order shall be made in such a draft as defined or approved by the Landlord.
- 12.4 Without derogating from any other provision of this Agreement the Tenant undertakes to pay the Rent and the Management Fees to the Landlord and/or the Management Company as well as all of the other payments of any kind which apply to him according to the provisions of this Agreement and any Applicable Law, including and without derogating from the generality of the provisions of this Agreement, payment
- 12.1 Minimalna Zakupnina i Naknada za Menadžment Usluge će se plaćati tromesečno, unapred, prvog dana svakog tromesečja u kome se vrši plaćanje, s tim što će Minimalna Zakupnina i Naknada za Menadžment Usluge za prvo tromesečje biti plaćene na Dan Predaje. Razlika između Zakupnine kao Procenta od Prometa i Minimalne Zakupnine će biti plaćana svakog meseca za prethodni mesec, najkasnije do 10. (desetog) u tekutom mesecu. Sva druga plaćanja bilo koje vrste će biti izvršena od strane Zakupca najkasnije 10 (deset) dana nakon dana izdavanja fakture. Plaćanja koja se vrše od strane Zakupca direktno pružaocu usluge i nadležnim organima, biće plaćena u celosti i blagovremeno u skladu sa računima i/ili odlukama takvih pružaoce usluga i/ili nadležnih organa.
- 12.2 Svako plaćanje koje je Zakupac obavezan da izvrši Zakupodavcu ili Društvu za Menadžment u skladu sa ovim Ugovorom i/ili Ugovorom o Pružanju Menadžment Usluga, uključujući PDV i kamate, biće izvršeno prenosom na bankovni račun određen od strane Zakupodavca/Društva za Menadžment. Zakupodavac ili Društvo za Menadžment će izdati i poslati Zakupcu fakturu koja uključuje neto iznos predmetnog plaćanja i PDV u skladu sa propisima Republike Srbije.
- 12.3 Ugovorne strane saglasno ugovaraju da će bilo koje plaćanje koje predstavlja obavezu Zakupca prema ovom Ugovoru i/ili prema Ugovoru o Pružanju Menadžment Usluga, biti izvršeno putem naloga za prenos, direkt debit-a ili putem trajnog naloga. Ovlašćenje za zaduženje Zakupčevog računa ili trajni nalog biće sačinjeni u formi utvrđenoj ili odobrenoј od strane Zakupodavca.
- 12.4 Ne isključujući bilo koju drugu odredbu ovog Ugovora, Zakupac se obavezuje da tokom celog Perioda Zakupa, bez obzira na to da li je koristio Zakupljeni Prostor ili ne (iz bilo kog razloga), plaća Zakupninu i Naknadu za Menadžment Usluge, kao i da vrši sva druga plaćanja bilo koje vrste koja predstavljaju njegovu obavezu prema odredbama ovog Ugovora i Relevantnim Propisima,



to any authority of any kind, during the entire Lease Term, whether he made use of the Leased Premises or not (for any reason whatsoever)

12.5 The payment of any of the Tenant's monetary obligations from this Agreement shall be considered effectuated on the date when the funds have been received on the Landlord's account (or the Management Company's account if so instructed by the Landlord). All bank commissions or any other bank or other costs related to such payments shall be borne by the Tenant.

12.6 It is agreed that for any payment that will not be paid at the time stipulated for payment in the Agreement, the Tenant shall be obligated to pay the delay interest on the amount for payment, calculated at the rate prescribed by the Law on Statutory Interest for the amount in RSD or EUR, according to this Agreement, starting from the intended payment date and until the actual payment date (hereinafter: "Delay Interest") – in addition and without derogating from any remedy and/or relief and/or right conferred upon the Landlord according to any Applicable Law and/or according to this Agreement, including the Landlord's rights provided by the provisions of Section 30 for the case of the fundamental breach of this Agreement by the Tenant. In addition to the Delay Interest, the Tenant shall pay the Landlord the administrative costs relating to the any warning amounting to EUR 50.00 (fifty euro) in RSD counter value calculated at the selling exchange rate of the bank in which the Landlord's accounts are being conducted, applicable at the day of issuance of an invoice, where the Landlord reserves the right to change the costs of the warning.

12.7 If the Tenant was late in any payment to the Landlord according to this Agreement, any payment that shall be paid afterwards by the Tenant shall be attributed first on account of the interest and VAT with respect to such payment and afterwards on account of the linkage differences and finally on account of the principal. If the collection of such amount involved legal and/or administrative and/or bank costs and/or legal fees of attorneys and/or any other costs on behalf of the

uključujući ali se ne ograničavajući na plaćanja bilo kom nadležnom organu.

12.5 Plaćanje bilo koje novčane obaveze Zakupca iz ovog Ugovora će se smatrati izvršenim na dan priliva sredstava na račun Zakupodavca (ili Društva za Upravljanje ukoliko je Zakupodavac dao takvu instrukciju). Sve bankarske provizije i ostale bankarske i druge troškove u vezi sa predmetnim plaćanjima snosiće Zakupac

12.6 Ugovorne strane saglasno utvrđuju se da će za svako plaćanje koje ne bude izvršeno u ugovoreno vreme prema ovom Ugovoru, Zakupac biti obavezan da plati Zateznu Kamatu na dugovani iznos, obračunatu po stopi propisanoj Zakonom o zateznoj kamati za plaćanja koja se vrše u dinarima ili eurima, u skladu sa ovim Ugovorom, počevši od datuma kada je plaćanje trebalo da bude izvršeno do datuma stvarnog plaćanja (u daljem tekstu: „Zatezna Kamata“) – pored i ne isključujući sve druge pravne lekove i/ili pravna sredstva i/ili prava koja Zakupodavac ima na raspolaganju prema Relevantnim Propisima i/ili prema ovom Ugovoru, uključujući i prava Zakupodavca predviđena odredbama Odeljka 30 za slučaj grubog kršenja ovog Ugovora od strane Zakupca. Zakupac je obavezan da pored Zatezne Kamate Zakupodavcu plati i administrativne troškove bilo koje opomene u iznosu od 50,00 EUR (pedeset eura) u dinarskoj protivvrednosti obračunatoj po prodajnom kursu banke u kojoj se vode računi Zakupodavca, na dan Izdavanja fakture, pri čemu Zakupodavac zadržava pravo promene troškova opomene.

12.7 Ukoliko Zakupac padne u docnju sa bilo kojim plaćanjem Zakupodavcu prema ovom Ugovoru, iz svakog daljeg plaćanja od strane Zakupca najpre će biti pokrivena kamata i PDV koji se odnose na to plaćanje, zatim razlike nastale usled indeksacije i na posletku glavnica. Ukoliko je naplata predmetnog iznosa uključivala pravne i/ili administrativne i/ili bankarske troškove i/ili naknade za advokatske usluge i/ili bilo koje druge troškove na strani

Landlord, the costs and fees shall be added to the amount owed by the Tenant with additional VAT, if applicable, and any payment that shall be paid shall be attributed as mentioned first on account of the costs and fees and afterwards according to the above-mentioned order.

Zakupodavca, takvi troškovi i naknade će biti dodati iznosu koji Zakupac duguje, sa dodatnim PDV-om i svako izvršeno plaćanje će služiti najpre za pokriće takvih troškova i naknada, a zatim za pokriće ostalih iznosa prema napred navedenom redosledu.

12.8 In any event of a delay of payments and/or debts that accumulated, the Landlord and/or the Management Company shall be entitled, according to their choice, to attribute payments that were received from the Tenant on account of his debt to the Landlord/the Management Company including on account of a current debt – to the Rent and/or the Management Fees and/or additional expenses and to cover any debt of the Tenant to the Landlord/the Management Company, all according to the choice of the Landlord/the Management Company and the Tenant hereby gives his consent to this and declares and confirms that he shall not have any claim that a payment that was made by him for the Rent was attributed to the Management Fees etc

12.8 Zakupodavac i/ili Društvo za Menadžment će imati pravo, po sopstvenom izboru, da u slučaju docije u plaćanju i/ili akumuliranih dugovanja, iznose plaćene od strane Zakupca radi pokriva njegovih dugovanja Zakupodavcu/Društvu za Menadžment, uključujući i tekući dug, upotrebe za izmirenje Zakupnine i/ili Naknade za Menadžment Usluge i/ili dodatnih troškova, kao i za pokrivanje bilo kog duga Zakupca prema Zakupodavcu/Društvu za Menadžment, sve po izboru Zakupodavca/Društva za Menadžment i Zakupac se ovim putem saglašava sa tim i izjavljuje i potvrđuje da neće izjavljivati bilo kakve primedbe o tome da je plaćanje koje je izvršio na ime Zakupnine pripisano Naknadi za Menadžment Usluge, itd.

12.9 Nothing in the provisions of this Section above shall be interpreted as conferring upon the Tenant the right to be late in the payment of the Rent, the Management Fees and any other payment that is imposed on him according to this Agreement.

12.9 Ništa od onoga što je gore navedeno u odredbama ovog Odeljka neće biti tumačeno kao davanje prava Zakupcu da kasni sa plaćanjem Zakupnine, Naknade za Menadžment Usluge ili sa bilo kojim drugim plaćanjem na koje je obavezan u skladu sa ovim Ugovorom.

12.10 Nothing in the provisions of this Section shall derogate from the right of the Landlord to any other remedy and/or relief due to the Tenant according to any Applicable Law and/or according to this Agreement for a delay in payment.

12.10 Ništa od onoga što je gore navedeno u odredbama ovog Odeljka ne isključuje pravo Zakupodavca na bilo koji pravni lek i/ili pravno sredstvo prema Zakupcu u skladu sa Relevantnim Propisima i/ili ovim Ugovorom, zbog docije u plaćanju

12.11 Any delay in payment of more than 7 (seven) days shall be considered a fundamental breach of this Agreement by the Tenant.

12.11 Svako kašnjenje u plaćanju duže od 7 (sedam) dana smatraće se grubim kršenjem ovog Ugovora od strane Zakupca.

12.12 A breach of any other Tenant's obligation stipulated by the provisions of Sections 6-12 shall constitute a fundamental breach of this Agreement by the Tenant.

12.12 Kršenje bilo koje druge obaveze Zakupca utvrđene odredbama Odeljaka 6-12 će predstavljati grubo kršenje ovog Ugovora od strane Zakupca

13. OFFSETTING

13. PREBUANJE



13.1 The Tenant shall not be entitled to offset amounts which are due to it from the Landlord or the Management Company against amounts which are due from the Tenant, without prior written consent of the Landlord or the Management Company, all whether the offsetting arises from this Agreement or the Management Agreement i.e., the lease of the Leased Premises or whether it arises from another agreement between the Parties.

14. DELIVERY OF POSSESSION

14.1 Subject to all the provisions herein below and subject to any other instruction that the Landlord shall give the Tenant, the Landlord shall deliver possession of the Leased Premises and allow the Tenant to perform the Fit-Out Works in the Leased Premises starting from the date notified by the Landlord to the Tenant in writing in accordance with provisions of this Section 14 and Appendix "A" of this Agreement (hereinafter, the "Delivery Date")

14.2 The Landlord shall notify the Tenant in writing of a date for the deliverance of the Leased Premises at least 7 (seven) days prior to the Delivery Date.

14.3 At the latest 60 (sixty) days upon signing the Lease Agreement, the Tenant shall submit to the Landlord, for his written approval, all plans and designs required for performing the Fit-Out Works in the Leased Premises as specified in Section 15 of this Agreement.

14.4 Delivery of the Leased Premises to the Tenant shall be executed not later than within the term determined in Appendix "A" of the Agreement prior to Lease Commencement Date, provided that all conditions from Article 14.5 of this Agreement are fulfilled.

14.5 The Tenant shall receive the Leased Premises for performing his Fit-Out Works on the date notified by the Landlord as specified above and in any case not later than by the date specified in Appendix "A" to this

13.1 Zakupac neće imati pravo da bez prethodne pisanе saglasnosti Zakupodavca ili Društva za Menadžment prebije bilo koje potraživanje koje ima prema Zakupodavcu ili Društvu za Menadžment sa potraživanjima Zakupodavca ili Društva za Menadžment prema njemu, bez obzira da li se prebijanje odnosi na potraživanja iz ovog Ugovora ili Ugovora o Pružanju Menadžment Usluga odnosno iz zakupa Zakupljenog Prostora ili iz nekog drugog ugovora između Ugovornih strana.

14. PREDAJA U DRŽAVINU

14.1 U skladu sa svim nže navedenim odredbama ovog Ugovora, kao i sa bilo kojim drugim uputstvom koje Zakupodavac bude dao Zakupcu, Zakupodavac će predati Zakupljeni Prostor u državinu Zakupcu i dozvoliti mu da izvrši Radove na Opremanju Zakupljenog Prostora počev od dana o kome Zakupodavac pisanim putem obavesti Zakupcu u skladu sa odredbama ovog Odeljka 14 i Prilogom „A“ uz Ugovor (u daljem tekstu: „Dan Predaje“).

14.2 Zakupodavac će obavestiti Zakupcu pisanim putem o datumu predaje u državinu Zakupljenog Prostora najkasnije 7 (sedam) dana pre Dana Predaje.

14.3 Najkasnije 60 (šezdeset) dana od dana zaključenja Ugovora o zakupu, Zakupac će podneti Zakupodavcu, radi pribavljanja njegovog pisanog odobrenja, sve planove i projekte potrebne za izvođenje Radova na Opremanju u Zakupljenom Prostoru, kako je određeno u Odeljku 15 ovog Ugovora.

14.4 Predaja Zakupljenog Prostora Zakupcu će u svakom slučaju biti izvršena najkasnije u roku utvrđenom u Prilogu "A" pre Dana Početka Zakupa, a pod uslovom da su ispunjeni svi uslovi iz člana 14.5 ovog Ugovora.

14.5 Zakupac će primiti u državinu Zakupljeni Prostor radi izvođenja Radova na Opremanju na dan o kojem ga je obavestio Zakupodavac kako je napred definisano, a u svakom slučaju ne kasnije od dana utvrđenog u Prilogu

Agreement, subject to the fulfillment of the following preconditions:

1. That the plans and designs in terms of Article 14.3 approved by the Landlord,
2. That the Tenant has provided the Landlord with all permits/approvals/licenses issued by the competent authorities required for performing the Fit-Out Works in the Leased Premises;
3. That the Tenant has provided the Landlord with the insurance confirmations as specified in the provisions of Section 28 of this Agreement;
4. That the Tenant has provided the Landlord with the securities in terms of Section 32 of this Agreement and that the Tenant has paid the Minimum Rent and the Management Fees for the first quarter of the Lease Term;
5. That the Parties have signed the Hand-Over Protocol, i.e., that only the Landlord has signed the Hand-Over Protocol in case specified in Article 14.10 of this Agreement.

14.6 The Landlord shall have the right to change the Delivery Date, for any reason, at his own discretion, by sending the written notice to the Tenant 2 (two) days in advance, even after the notice of the exact Delivery Date is delivered to the Tenant. The Tenant declares and confirms that the Landlord shall not be liable for any delay of the Delivery Date as specified above and that the Tenant shall have no objection and/or demand and/or claim against the Landlord in this respect.

14.7 The Leased Premises shall be delivered to the Tenant in the condition as defined in Technical Specifications, which represent Appendix "C" to this Agreement.

14.8 Delivery of the Leased Premises shall be evidenced by the Protocol to be mutually signed by authorized representatives of both Parties (hereinafter: the "Hand-Over Protocol") and attached to this Agreement as its

"A" uz ovaj Ugovor, ukoliko budu ispunjeni sledeći uslovi:

1. Da su planovi i projekti u smislu člana 14.3 odobreni od strane Zakupodavca;
2. Da je Zakupac dostavio Zakupodavcu sve dozvole/odobrenja/saglasnosti izdate od nadležnih organa, neophodne za izvođenje Radova na Opremanju Zakupljenog Prostora;
3. Da je Zakupac dostavio Zakupodavcu potvrde o osiguranju kako je definisano u odredbama Odeljka 28 ovog Ugovora;
4. Da je Zakupac dostavio Zakupodavcu sredstva obezbeđenja u smislu odredbi Odeljka 32 ovog Ugovora i da su plaćene Minimalna Zakupnina i Naknada za Management Usluge za prvi kvartal Perioda Zakupa;
5. Da su Ugovorne strane potpisale Zapisnik o Primopredaji, odnosno da ga je potpisao samo Zakupodavac u slučaju iz člana 14.10 ovog Ugovora.

14.6 Zakupodavac će imati pravo da izmeni Dan Predaje iz bilo kog razloga, po svojoj diskrecionoj odluci, slanjem pisanog obaveštenja Zakupcu 2 (dva) dana unapred, čak i nakon što je obaveštenje o tačnom Danu Predaje dostavljeno Zakupcu, Zakupac izjavljuje i potvrđuje da Zakupodavac neće biti odgovoran za bilo kakvo odlaganje Dana Predaje kako je napred određeno i da sam Zakupac neće imati bilo kakvih zahteva i/ili primedbi i/ili potraživanja prema Zakupodavcu u tom pogledu.

14.7 Zakupljeni Prostor će biti predat Zakupcu u stanju kako je definisano Tehničkim Specifikacijama koje čine Prilog „C“ ovog Ugovora.

14.8 Predaja Zakupljenog Prostora će biti potvrđena Zapisnikom koji će potpisati ovlašćeni predstavnici obe Ugovorne strane (u daljem tekstu: „Zapisnik o Primopredaji“) i koji će biti priložen uz ovaj Ugovor kao



Appendix "G". The Hand-Over Protocol shall confirm compliance of the Leased Premises with Technical Specifications and shall constitute the basis for the assessment of proper use of the Leased Premises by the Tenant and his liabilities in this respect. The possible defects and outstanding works have to be described in the Hand-Over Protocol as well as a date of their remedy or execution. The Tenant shall not be entitled to reject to take possession of the Leased Premises due to the existence of certain minor defects, which do not prevent the Tenant from performing the Fit-Out Works in the Leased Premises.

njegov Prilog "G" Zapisnikom o Primopredaji će biti potvrđena usaglašenost stanja Zakupljenog Prostora sa Tehničkim Specifikacijama i predstavljaće osnovu za procenu ispravnog korišćenja Zakupljenog Prostora od strane Zakupca i njegove odgovornosti u tom pogledu. Eventualni nedostaci i neizvršeni radovi moraju biti definisani u Zapisniku o Primopredaji, kao i datum za njihovu popravku ili izvođenje. Zakupac neće imati pravo da odbije prijem državine Zakupljenog Prostora usled postojanja manjih nedostataka koji ne sprečavaju Zakupca u izvođenju Radova na Opremanju Zakupljenog Prostora.

14.9 In case of disputes between the Parties about the nature of the said defects or the outstanding works, such dispute shall be determined by the Engineer. The Engineer shall bring the written ruling concerning the relevant dispute within a period of 14 days after the dispute was referred to him. The Parties declare that they will accept the ruling of the Engineer as final and binding. The expenses of the dispute procedure shall be borne by the Party against whom the Engineer ruled.

14.9 U slučaju spora između Ugovornih strana o prirodi navedenih nedostataka ili neizvršenih radova, takvi sporovi će biti rešeni od strane Inženjera. Inženjer će doneti pisanu odluku o predmetnom sporu u roku od 14 dana nakon što mu je spor iznet. Ugovorne strane izjavljuju da će prihvatiti odluku Inženjera kao konačnu i obavezujuću. Troškove postupka rešavanja spora će snositi ona strana protiv koje je odluka Inženjera doneta.

14.10 The Tenant undertakes to be present in the Leased Premises to receive the possession of the Leased Premises on the Delivery Date. In case the Tenant fails to provide his presence on the Delivery Date and/or to sign the Hand-Over Protocol, it shall be considered that the Hand-Over Protocol was duly signed even if it was signed only by the Landlord. With that regard, the Tenant shall not be entitled to raise any objection to such Hand-Over Protocol.

14.10 Zakupac se obavezuje da bude prisutan u Zakupljenom Prostoru i da primi u državinu Zakupljeni Prostor na Dan Predaje. U slučaju da Zakupac ne obezbedi svoje prisustvo na Dan Predaje i/ili ne potpiše Zapisnik o Primopredaji, smatraće se da je Zapisnik validno potpisan i u slučaju da ga je potpisao samo Zakupodavac. U tom smislu, Zakupac neće imati pravo da iznosi bilo kakve primedbe na potpisani Zapisnik o Primopredaji.

14.11 The delivery of Leased Premises and the execution of the Fit-Out Works, as foreseen in the provisions of this Agreement, may be refused by the Landlord in case the Tenant does not fulfill or is late in fulfilling any of his obligations, including but not limited to obligations specified in Article 14.5 of this Agreement.

14.11 Predaja Zakupljenog Prostora i izvođenje Radova na Opremanju, u skladu sa odredbama ovog Ugovora, mogu biti odbijeni od strane Zakupodavca u slučaju da Zakupac ne ispunji ili kasni sa ispunjenjem svojih obaveza, uključujući ali ne ograničavajući se na obaveze određene u članu 14.5 ovog Ugovora.

14.12 Without derogating from any other Landlord's right and/or remedy and/or relief according to any Applicable Law and this Agreement, including the Landlord's rights in the case of a fundamental breach of the Agreement

14.12 Ne oduzimajući u bilo koje drugo pravo i/ili pravni lek i/ili pravno sredstvo koje Zakupodavac ima na raspolaganju prema Relevantnim Propisima i ovom Ugovoru, uključujući prava Zakupodavca u slučaju grubog kršenja

by the Tenant, as specified in Section 30 of the Agreement, the Tenant agrees and confirms that in any event that he shall not be present to receive possession at the Delivery Date, notwithstanding giving notice regarding the Delivery Date by the Landlord or in the event that the delivery of the Leased Premises is refused or delayed due to the Tenant's fault, especially if it is caused due to any of the circumstances stipulated in the Article 14.5 of the Agreement, it shall be regarded as if Tenant received possession of the Leased Premises on the Delivery Date with respect to Tenant's undertakings and liabilities, as specified in this Agreement and/or according to any Applicable Law (including and without derogating from the generality of the aforesaid, the payment of all the payments of any kind or type that he is obliged to pay according to this Agreement).

14.13 A breach of any obligation of the Tenant stipulated by the provisions of this Section 14 shall constitute a fundamental breach of this Agreement.

15. FIT-OUT WORKS

15.1 Starting from the Delivery Date and until the Lease Commencement Date the Tenant shall have the status of an authorized person in the Leased Premises for the performance, at Tenant's own responsibility and expense, of all works, including installation and/or assembling works in the Leased Premises, which are required for opening and the operation of the Tenant's business in the Leased Premises within the Purpose of the Lease (hereinafter together: the "Fit-Out Works").

15.2 Within a term specified in Article 14.3 of this Agreement, the Tenant shall be obligated to submit to the Landlord for previous written approval, plans and designs pertaining to facade of the Leased Premises, H.V.A.C, any structural changes to the building or design over loading structural loads and anything that might affect electro mechanic system of the building.

15.3 The Landlord shall give his opinion on the plans and designs submitted by the Tenant within a term of 7

Ugovora od strane Zakupca kako je određeno u Odeljku 30 ovog Ugovora, Zakupac je saglasan i potvrđuje da u slučaju da ne bude prisutan da primi u državinu Zakupljeni Prostor na Dan Predaje i pored obaveštenja o Danu Predaje upućenog od strane Zakupodavca ili ukoliko predaja Zakupljenog Prostora bude odbijena ili odložena usled krivice Zakupca, naročito ukoliko je izazvana nekom od okolnosti navedenih u članu 14.5 ovog Ugovora, smatraće se da je Zakupac primio u državinu Zakupljeni Prostor na Dan Predaje u pogledu njegovih obaveza i odgovornosti definisanih ovim Ugovorom i/ili Relevantnim Propisima (uključujući ali se ne ograničavajući na plaćanje svih obaveza bilo koje vrste na koja je Zakupac obavezan u skladu sa ovim Ugovorom).

14.13 Kršenje bilo koje obaveze Zakupca utvrđene odredbama ovog Odeljka 14 predstavlja grubo kršenje Ugovora od strane Zakupca.

15. RADOVI NA OPREMANJU

15.1 Počevši od Dana Predaje pa do Dana Početka Zakupa, Zakupac će imati status ovlašćenog lica u Zakupljenom Prostoru za izvođenje, na svoju odgovornost i o svom trošku, svih radova uključujući i instalacione i/ili montažne radove u Zakupljenom Prostoru, koji su potrebni za otvaranje Zakupljenog Prostora i obavljanje Zakupčeve poslovne delatnosti u njemu, u okviru Namene Zakupa (zajednički naziv za ove radove u daljem tekstu je „Radovi na Opremanju“).

15.2 Zakupac će biti obavezan da u roku određenom u članu 14.3 ovog Ugovora podnese Zakupodavcu, radi pribavljanja njegovog prethodnog pisanog odobrenja, planove i projekte koji se odnose na fasadu Zakupljenog Prostora, sisteme za grejanje, ventilaciju i klimatizaciju, bilo koje strukturalne izmene objekta ili strukturalna opterećenja, kao i sve radove koji mogu uticati na elektro-mehanički sistem objekta.

15.3 Zakupodavac će dati svoje mišljenje o planovima i projektima podnetim od strane Zakupca u roku od 7



(seven) days from the date of receiving them. The Landlord's non-responding after the specified term shall be deemed as his disapproval.

(sedam) dana od dana prijema. Ukoliko nakon isteka navedenog roka, Zakupodavac ne odgovori, smatraće se da nije odobrio podnete planove i projekte

15.4 In case the Landlord does not approve the plans and designs submitted by the Tenant or demands their modification, the Tenant shall, within a term of 5 (five) days, submit new plans and designs, which will incorporate all modifications and/or improvements as instructed by the Landlord. The Landlord shall in no case be obligated to state the reasons for any possible refusal, and such a refusal shall not represent a cause for requesting compensation of any kind from the Landlord.

15.4 U slučaju da Zakupodavac ne odobri planove i projekte dostavljane od strane Zakupca ili zahteva njihove izmene, Zakupac će u roku od 5 (pet) dana dostaviti Zakupodavcu nove planove i projekte koji će sadržati sve izmene i poboljšanja u skladu sa instrukcijama Zakupodavca. Zakupodavac ni u kom slučaju neće biti obavezan da navodi razloge eventualnog odbijanja i takvo odbijanje neće predstavljati osnov za traženje bilo kakve naknade od Zakupodavca.

15.5 The Tenant shall not be allowed to commence any work in the Leased Premises before all the Tenant's plans and designs for performing the Fit-Out Works in the Leased Premises are approved in writing by the Landlord and all of the preconditions specified in Article 14.5 of this Agreement have been fulfilled. The Tenant is obliged to perform the Fit-Out Works only in accordance with the plans and designs approved by the Landlord and it is strictly prohibited to effect changes to the plans and designs without the Landlord's prior written approval.

15.5 Zakupac nije ovlašćen da otpočne sa izvođenjem bilo kakvih radova u Zakupljenom Prostoru pre nego što Zakupodavac pisanim putem odobri Zakupčeve planove i projekte za izvođenje Radova na Opremanju Zakupljenog Prostora i pre nego što budu ispunjeni i svi drugi uslovi iz člana 14.5 ovog Ugovora. Zakupac se obavezuje da će Radove na Opremanju izvoditi isključivo u skladu sa planovima i projektima odobrenim od strane Zakupodavca. Zakupac ne sme vršiti bilo kakve izmene planova i projekata bez prethodnog pisanog odobrenja Zakupodavca.

15.6 Following the delivery of the Leased Premises to the Tenant, he shall assume full responsibility for the execution of the Fit-Out Works and completion of the Leased Premises in accordance with this Agreement.

15.6 Nakon predaje Zakupljenog Prostora Zakupcu u državinu, on će preuzeti punu odgovornost za izvođenje i završetak Radova na Opremanju u Zakupljenom Prostoru u skladu sa ovim Ugovorom.

The Tenant shall ensure that the Fit-Out Works are carried out with a due care and in a qualitative manner, with good quality materials and in accordance with the approved plans and designs, technical standards for this type of retail premise, Applicable Laws, the building license permit for the construction of the Shopping Center, as well as the approvals and licenses issued for the execution of the subject works.

Zakupac će obezbediti da Radovi na Opremanju budu izvršeni sa dužnom pažnjom i na kvalitetan način, sa kvalitetnim materijalima i u skladu sa odobrenim planovima i projektima, tehničkim standardima za ovu vrstu jedinica, Relevantnim Propisima, građevinskom dozvolom za izgradnju Tržnog Centra, kao i izdatim odobrenjima i dozvolama za izvođenje predmetnih radova.

The Tenant shall also ensure that the Fit-Out Works are executed in coordination with the Landlord's works and the works of the other Tenants in the Shopping Center

Zakupac će takođe obezbediti da Radovi na Opremanju budu izvršeni u koordinaciji sa Zakupodavčevim radovima i radovima drugih Zakupaca u Tržnom Centru i

and with no disturbance to the Landlord's works and/or works of the other Tenants in the Shopping Center.

The Tenant shall be obliged to adhere to any order and/or instruction of the Landlord, his constructor/s, his supervisor and/or any other person appointed by the Landlord to monitor and coordinate the construction of the Shopping Center and the execution of the tenants' Fit-Out Works.

- 15.7 The Tenant is obliged to perform the Fit-Out Works exclusively during the night time, i.e., in time from 22:30 pm, until 9:30 am of the next day.

During the working hours of the Shopping Center, the Tenant will be authorized to take only so-called "silent works" (works which in no way disturb or disrupt the operation of other tenants in the Shopping Center or the operation of the Shopping Center itself), with a prior notice to the manager of the Shopping Center.

Parties agree that the Tenant will be authorized to perform concrete works during the day, i.e. during the working hours of the Shopping Center, provided that such works do not in any way interfere or disturb the business of other tenants in the Shopping Center, do not interfere with the delivery of goods to other tenants, or the operations of the Shopping Center itself.

The Tenant shall execute the Fit-Out Works by using its own contractors. The Tenant shall enter into agreements only with reputable and licensed contractors, previously approved in writing by the Landlord.

- 15.8 The Tenant shall take full responsibility for the care of the Fit-Out Works carried out by its contractors and the Leased Premises and/or the Shopping Center and/or any part thereof which may be exposed by the activities of the Tenant's contractors.
- 15.9 The Tenant shall provide that at all times during the Fit-Out Works contractors shall comply with all applicable safety regulations.

bez ugrožavanja izvođenja Zakupodavčevih radova i/ili radova drugih Zakupaca u Tržnom Centru.

Zakupac se obavezuje da će poštovati svako uputstvo i/ili nalog Zakupodavca, njegovog/ih izvođača radova, nadzornog organa i/ili bilo kog lica postavljenog od strane Zakupodavca da vrši nadzor i koordinaciju radova na izgradnji Tržnog Centra i Radova na Opremanju koje izvode zakupci.

- 15.7 Zakupac je obavezan da Radove na Opremanju izvodi isključivo u noćnom periodu, odnosno u vreme od 22:30h, pa do 9:30h narednog dana.

Za vreme radnog vremena Tržnog Centra, Zakupac će biti ovlašćen da izvodi samo tzv. "tihe radove" (radove koji ni na koji način ne ometaju ili remete poslovanje ostalih zakupaca u Tržnom Centru ili poslovanje samog Tržnog Centra), uz prethodnu najavu menadžeru Tržnog Centra.

Ugovorne strane saglasno konstatuju da će Zakupac biti ovlašćen da izvodi betonske radove u dnevnom periodu, odnosno za vreme radnog vremena Tržnog Centra pod uslovom da takvi radovi ni na koji način ne ometaju ili remete poslovanje ostalih zakupaca u Tržnom Centru, ne ometaju isporuku robe drugim zakupcima, ili poslovanje samog Tržnog Centra.

Zakupac će izvoditi Radove na Opremanju posredstvom sopstvenih izvođača. Zakupac će zaključiti ugovore samo sa ovlašćenim i uglednim izvođačima, čiji izbor će prethodno biti odobren u pisanoj formi od strane Zakupodavca.

- 15.8 Zakupac će preuzeti punu odgovornost za Radove na Opremanju koje će izvoditi njegovi izvođači kao i za Zakupljeni Prostor i/ili Tržni Centar i/ili bilo koji njihov deo koji će biti izložen aktivnostima Zakupčevih izvođača
- 15.9 Zakupac će obezbediti da u svakom trenutku tokom Radova na Opremanju izvođači poštuju sve relevantne propise i pravila o bezbednosti.



- 15.10 If any loss or damage is caused to or occurs on the Leased Premises and/or the Shopping Center or any part thereof during the period of execution of the Fit-Out Work, the Tenant shall rectify, at his own cost, such loss or damage so that the Leased Premises and/or the Shopping Center and/or any part thereof conform with the state prior to such loss or damage.
- 15.11 The Tenant shall be solely liable for any injury, sickness, disease or death of any person whatsoever as well as for any loss or damage, real or personal, arising out of or in connection with the execution and completion of the Fit-Out Works and the remedying of any defects.
- 15.12 The Tenant undertakes to allow the Landlord (or persons appointed and/or engaged by him) to enter the Leased Premises during any reasonable time, for inspecting the execution of the Fit-Out Works. The Landlord (or his appointees) shall be entitled to make changes to the Fit-Out Works and to issue binding orders and instructions to the Tenant and his contractors, at the Tenant's expense, in order to remove any inconsistency between the Fit-Out Works and approved plans and designs and/or Building License and/or any other permits and/or approvals and/or any Applicable Law and in order to enable the completion of the Fit-Out Works within the stipulated term. The Tenant undertakes to immediately adhere to any such order and instruction of the Landlord (or persons appointed and/or engaged by him). In case the Tenant shall not execute the works within the stipulated terms and/or shall not adhere to any Landlord's order and/or instruction within the term determined by the Landlord, the Landlord shall be entitled to execute, by himself or by third parties and at the Tenant's expense, the subject works, without derogating from any other Landlord's right and/or remedy and/or relief according to any Applicable Law and this Agreement. The aforementioned rights of the Landlord shall in any case not derogate the exclusive responsibility of the Tenant for the Fit-Out Works in the Leased Premises.
- 15.10 Ukoliko bilo kakav nedostatak ili šteta budu izazvani ili se dese u Zakupljenom Prostoru i/ili Tržnom Centru ili bilo kom njihovom delu tokom izvođenja Radova na Opremanju, Zakupac će o sopstvenom trošku popraviti takav nedostatak ili štetu tako da se Zakupljeni Prostor i/ili Tržni Centar i/ili bilo koji njihov deo vrate u stanje u kojem su bili nastanka pre takvog nedostatka ili štete.
- 15.11 Zakupac će biti isključivo odgovoran za bilo kakvu povredu, oboljenje ili smrt bilo kog lica, kao i za bilo kakav gubitak ili štetu, materijalnu ili nematerijalnu koji nastanu iz ili su u vezi sa izvođenjem Radova na Opremanju i otklanjanjem bilo kakvih nedostataka.
- 15.12 Zakupac se obavezuje da dozvoli Zakupodavcu (ili licima koja on postavi i/ili angažuje) da uđe u Zakupljeni Prostor u bilo koje razumno vreme, radi nadzora nad izvođenjem Radova na Opremanju. Zakupodavac (ili lica koja on postavi i/ili angažuje) će imati pravo da, o trošku Zakupca, vrši izmene u Radovima na Opremanju kao i da izdaje obavezujuće naloge i uputstva Zakupcu i njegovim izvođačima radi otklanjanja bilo kakve neusaglašenosti između Radova na Opremanju i odobrenih planova i projekata i/ili Građevinske Dozvole i/ili bilo kojih drugih odobrenja i/ili dozvola i/ili Relevantnih Propisa, kao i u cilju završetka Radova na Opremanju u predviđenom roku. Zakupac se obavezuje da se odmah povinuje svakom takvom nalogu i uputstvu od strane Zakupodavca (ili lica koja on postavi i/ili angažuje). Ukoliko Zakupac ne izvrši radove u predviđenim rokovima i/ili ne postupi po nalogu i/ili uputstvu Zakupodavca u ostavljenom roku, Zakupodavac će imati pravo da sam ili preko trećih lica izvrši navedene radove o isključivom trošku Zakupca, ne isključujući time bilo koje drugo pravo i/ili pravni lek i/ili pravno sredstvo koje Zakupodavcu stoje na raspolaganju prema Relevantnim Propisima i ovom Ugovoru. Gore navedena ovlašćenja Zakupodavca ni na koji način neće derogirati isključivu odgovornost Zakupca za Radove na Opremanju Zakupljenog Prostora.

15.13 In order to eliminate doubt, it is hereby agreed and clarified that the Tenant alone is responsible to obtain, in coordination with the Landlord and at the Tenant's own expense, all licenses and/or permits and/or approvals required according to any Applicable Law for performing the Fit-Out Works, including the licenses and/or permits and/or approvals which represent the Landlord's obligation according to the Applicable Laws.

The Tenant undertakes to act timely and duly to provide all of the required approvals and to complete the Fit-Out Works in accordance with this Agreement, in order not to cause a delay in the opening.

The Tenant shall bear all responsibility in case of the execution of any work without obtaining the permits and/or approvals and/or licenses required by the Applicable Laws for the execution of such work and shall be obliged to cover any damages thereby caused to the Landlord.

15.14 The Tenant is obliged to complete the Fit-Out Works not later than 3 (three) days prior to the Opening Date (hereinafter referred to as the "Completion Date"). If the Tenant shall not complete the works by the Completion Date in order to open the Leased Premises to the public on the Opening Date (or on a later date if so determined by the Parties) all of the obligations referring to him shall apply as if he completed the works and as if the Lease Term commenced on the date stipulated as the Lease Commencement Date and the Tenant shall pay all payments to the Landlord and/or to the Management Company and to any third party pursuant to this Agreement and/or the Management Agreement and/or Applicable Laws, starting from the date he had to pay them if he had adhered to the time schedule that was set for him. The aforementioned shall not derogate from any other Landlord's right and/or remedy and/or relief according to any Applicable Law and this Agreement, including the Landlord's rights in the case of a fundamental breach of the Agreement by the Tenant, as specified in Section 30 of the Agreement.

15.13 Radi otklanjanja svake sumnje, ovim se ugovara i pojašnjava da je isključivo Zakupac odgovoran da, u koordinaciji sa Zakupodavcem i o sopstvenom trošku, pribavi sve dozvole i/ili ovlašćenja i/ili odobrenja koji su prema odredbama Relevantnih Propisa neophodni za izvođenje Radova na Opremanju, uključujući i dozvole i/ili ovlašćenja i/ili odobrenja koji su odredbama Relevantnih Propisa predviđeni kao obaveza Zakupodavca.

Zakupac se obavezuje da postupa blagovremeno i sa dužnom pažnjom u cilju pribavljanja svih neophodnih odobrenja i završetka Radova na Opremanju Zakupljenog Prostora u skladu sa ovim Ugovorom, kako ne bi izazvao kašnjenje u otvaranju.

Zakupac snosi svu odgovornost u slučaju izvođenja radova bez prethodno pribavljenih ovlašćenja i/ili odobrenja i/ili dozvola predviđenih Relevantnim Propisima za izvođenje takvih radova i dužan je da Zakupodavcu nadoknadi svu štetu koja mu je time prouzrokovana.

15.14 Zakupac je obavezan da Radove na Opremanju završi najkasnije 3 (tri) dana pre Dana Otvaranja (u daljem tekstu: „Dan Završetka“). Ukoliko Zakupac ne završi radove do Dana Završetka, kako bi otvorio Zakupljeni Prostor na Dan Otvaranja (ili na kasniji datum, ukoliko Ugovorne strane tako odrede), sve obaveze koje se na njega odnose će se primenjivati kao da je završio radove i kao da je Period Zakupa počeo da teče na dan utvrđen kao Dan Početka Zakupa i Zakupac će biti dužan da Zakupodavcu i/ili Društvu za Menadžment kao i bilo kom trećem licu vrši sva plaćanja na koja je obavezan ovim Ugovorom i/ili Ugovorom o Pružanju Menadžment Usluga i/ili Relevantnim Propisima, počevši od dana kada je trebalo da ih izvrši da se pridržavao ugovorenog roka. Gore navedeno ne isključuje bilo koje drugo pravo i/ili pravni lek i/ili pravno sredstvo koje Zakupodavcu stoje na raspolaganju prema Relevantnim Propisima i ovom Ugovoru, uključujući i prava Zakupodavca u slučaju grubog kršenja Ugovora od strane Zakupca kako je određeno u Odeljku 30 ovog Ugovora.



15.15 For the avoidance of any doubt, the provisions of this Section 15, shall be applied to all subsequent works that Tenant shall carry out, or that he intends to carry out in Leased Premises, after the Opening Date and during the Lease Term, including but not limited to provisions concerning the Tenant's obligation of submission of plans and designs to the Landlord for his previous, written approval, obtaining all possible licenses and/or permits and/or approvals, the Tenant's liability and responsibility and adhering the Applicable Laws and the rules of the Shopping Center by the Tenant.

15.16 A breach of any of the Tenant's obligations prescribed by the provisions of this Section 15 shall constitute a fundamental breach of this Agreement by the Tenant

16. CHANGES AND WORKS IN THE SHOPPING CENTER

16.1 The Landlord shall be entitled at any time and without the need for any consent of the Tenant, to implement any change in the Shopping Center, according to his sole discretion, before the Lease Term and during it and/or after it, including, but not only, an addition or reduction of areas, adding floors, areas or wings to the Shopping Center, rendering Common Areas closed or opened to areas for exclusive use of different users, changes to openings and passageways, changes to parking lots, in the use of basements, to the openings of entrances of the Shopping Center, to access ways to the Shopping Center and parking lots in security and/or service rooms, performance of all kinds of building additions and/or reduction, and any other change in structure or the plan of the Shopping Center.

16.2 The Tenant waives from raising any claims and/or objections and/or demands towards the Landlord and/or anyone in connection with the performance of the aforementioned changes and the Tenant undertakes not to disturb or oppose any said change mentioned above for any reason, including not opposing any disturbances that shall be caused to it, if caused, during the time of performing the change, provided such

15.15 Radi izbegavanja bilo kakve sumnje, odredbe ovog Odeljka 15, odnose se i na sve naknadne radove koje Zakupac bude vršio, odnosno koje isti namerava da vrši u Zakupljenom Prostoru, nakon Dana Otvaranja Zakupljenog Prostora pa za vreme trajanja Perioda Zakupa, uključujući, ali ne ograničavajući se na odredbe koje se tiču obaveze Zakupca da Zakupodavcu podnese planove i projekte radi dobijanja njegove prethodne, pisane saglasnosti, pribavljanja svih eventualnih dozvola i/ili ovlašćenja i/ili odobrenja, odgovornosti Zakupca, te poštovanja Relevantnih Propisa i pravila Tržnog Centra od strane Zakupca.

15.16 Kršenje bilo koje obaveze Zakupca propisane odredbama ovog Odeljka 15 će predstavljati grubo kršenje ovog Ugovora od strane Zakupca

16. IZMENE I RADOVI U TRŽNOM CENTRU

16.1 Zakupodavac će imati pravo da u bilo koje vreme i bez potrebe za pribavljanjem prethodne saglasnosti Zakupca, izvrši bilo kakvu izmenu u Tržnom Centru, po svojoj isključivo diskrecionoj odluci, kako pre početka Perioda Zakupa tako i tokom Perioda Zakupa i/ili nakon njegovog završetka, uključujući ali se ne ograničavajući na povećanje ili smanjenje površina, izgradnju dodatnih spratova, delova ili krila u Tržnom Centru, zatvaranje ili otvaranje Zajedničkih Površina prema površinama za isključivu upotrebu određenih korisnika, izmene na otvorima i prolazima, izmene na parking površinama, u upotrebi podruma, u ulazima u Tržni Centar, prilaznim putevima Tržnom Centru i parking površinama u uslužnim prostorijama i/ili prostorijama za obezbeđenje, izvođenje bilo kakvih radova kojima se povećava ili smanjuje površina objekta i svaku drugu izmenu u strukturi ili planu Tržnog Centra.

16.2 Zakupac se odriče bilo kakvih potraživanja i/ili prigovora i/ili zahteva prema Zakupodavcu i/ili bilo kom drugom licu u vezi sa sprovođenjem gore navedenih izmena i obavezuje se da ne ometa i ne protivi se iz bilo kog razloga bilo kakvoj napred navedenoj izmeni, kao i bilo kakvoj smetnji koja će mu biti izazvana tokom njenog sprovođenja, pod uslovom da takva izmena ne izazove

change shall not cause a continuing and unreasonable disturbance in the use of the Leased Premises taking into consideration the Purpose of the Lease.

16.3 The Landlord shall be entitled, without the need for obtaining the Tenant's consent, to pass through the Shopping Center and/or through the Leased Premises, and to install by itself or by anyone on his behalf, or by any authority, institution or other body, all types of pipes, including air conditioning ducts, water pipes, gas pipes, cables and electricity wires, television cables and/or telephone and/or any other cables whether they serve the Tenant and/or the Leased Premises and/or the Shopping Center and whether not, and the Tenant undertakes to allow the Landlord and/or anyone on Landlord's behalf, at any time and according to need, to enter the Leased Premises for the performance of the said works and any other work connected therewith.

16.4 A breach of any of the Tenant's obligations prescribed by the provisions of this Section 16 shall constitute a fundamental breach of this Agreement by the Tenant.

17. OPENING OF THE SHOPPING CENTER

17.1 Given that the opening date of the Shopping Center preceded the Opening Date of the Leased Premises, if any provisions of the Agreement refer to provisions of Section 17, in that case the relevant provisions of Section 18 shall apply.

18. OPENING OF THE LEASED PREMISES

18.1 The Tenant undertakes to open the Leased Premises to the general public and start to perform his business activity in the Leased Premises on the Opening Date, when all of the equipment and the systems in the Tenant's area of responsibility are ready for operation and are in actual proper working order, provided the Tenant received the Landlord's written approval that the Leased Premises are suitable for opening and that the Tenant fulfilled all of his undertakings according to this Agreement until that time in full.

kontinuiranu i preteranu smetnju u korišćenju Zakupljenog Prostora imajući u vidu Namenu Zakupa.

16.3 Zakupodavac će imati pravo, bez potrebe za pribavljanjem prethodne saglasnosti Zakupca, da prolazi kroz Tržni Centar i/ili kroz Zakupljeni Prostor i da instalira, sam ili preko drugog lica ili preko nadležnog organa, institucije ili drugog tela, sve vrste cevi, uključujući kanale za klima uređaje, vodovodne cevi, cevi za gas, kablove i žice za struju, kablove za televiziju i/ili telefon i/ili bilo koje druge kablove, bilo da služe potrebama Zakupca i/ili Zakupljenog Prostora i/ili Tržnog Centra ili ne i Zakupac se obavezuje da dozvoli Zakupodavcu i/ili bilo kom drugom licu koje postupa u njegovo ime da po potrebi i u bilo koje vreme uđe u Zakupljeni Prostor radi izvođenja gore navedenih radova i svih drugih sa njima povezanih radova.

16.4 Kršenje bilo koje obaveze Zakupca propisane odredbama ovog Odeljka 16 će predstavljati grubo kršenje ovog Ugovora od strane Zakupca.

17. OTVARANJE TRŽNOG CENTRA

17.1 S obzirom da je dan otvaranja Tržnog Centra prethodio Danu Otvaranja Zakupljenog Prostora, ukoliko pojedine odredbe Ugovora upućuju na odredbe Odeljka 17, u tom slučaju primenjuju se odgovarajuće odredbe Odeljka 18.

18. OTVARANJE ZAKUPLJENOG PROSTORA

18.1 Zakupac se obavezuje da otvori Zakupljeni Prostor za javnost i otpočne sa obavljanjem svoje poslovne delatnosti u Zakupljenom Prostoru na Dan Otvaranja, kada sva oprema i sistemi za koje je Zakupac odgovoran budu spremni za funkcionisanje i kada budu u ispravnom stanju za rad, pod uslovom da je Zakupac dobio pisano odobrenje Zakupodavca da je Zakupljeni Prostor pogodan za otvaranje i da je Zakupac do tog trenutka ispunio u celosti sve svoje obaveze prema ovom Ugovoru.



18.2 If the Leased Premises are not ready for opening at the above said date according to the sole discretion of the Landlord or the Landlord did not give the Tenant the authority to open the Leased Premises in case the Tenant did not fulfil the obligations specified in this Agreement, the Landlord shall have the right – in addition to any other right and/or remedy and/or relief according to this Agreement and/or according to any Applicable Law – to instruct the Tenant to delay the opening of the Leased Premises until the fulfillment of all the terms that were not fulfilled, and the Tenant undertakes to obey the Landlord's instructions as mentioned. It is clarified that the lack of the Landlord's approval for opening the Leased Premises shall not delay the Lease Term and everything implied from this, including the Tenant's obligation to pay any payment of any kind or type that the Tenant owes according to this Agreement and shall not derogate from any other undertaking of the Tenant as mentioned in this Agreement.

18.3 In the event the Tenant fails to open the Leased Premises on the Opening Date or on any other day on which the Tenant has been informed by the Landlord, and even if the opening of the Leased Premises is prevented by the Landlord in accordance with Article 18.2 of this Agreement – the Tenant shall be obligated to pay (without derogating from his obligation to continue to fully pay on time any payment that he owes according to the Agreement), a contractual penalty as determined in Article 30.9 for each day of delay, without derogating from any of the Landlord's rights to compensation of damages at a higher rate and/or any other remedy and/or relief and/or other right, according to the Agreement and/or according to any Applicable Law, including his right to a contractual penalty for the non-performance of the Agreement, as specified in Article 30.10 of the Agreement.

18.4 A breach of any of the Tenant's obligations prescribed by the provisions of this Section 18 shall constitute a fundamental breach of this Agreement by the Tenant.

19. MANAGEMENT COMPANY

18.2 Ukoliko Zakupljeni Prostor nije spreman za otvaranje napred navedenog dana, prema isključivo diskrecionoj odluci Zakupodavca ili ukoliko Zakupodavac nije dao odobrenje Zakupcu da otvori Zakupljeni Prostor zbog toga što Zakupac nije ispunio svoje obaveze određene ovim Ugovorom, Zakupodavac će imati pravo – pored bilo kog drugog prava i/ili pravnog leka i/ili pravnog sredstva prema ovom Ugovoru i/ili bilo kom Relevantnom Propisu – da naloži Zakupcu da odloži otvaranje Zakupljenog Prostora do ispunjenja svih uslova koji nisu ispunjeni i Zakupac se obavezuje da poštuje takve naloge Zakupodavca. Radi pojašnjenja, nedostatak Zakupodavčevog odobrenja za otvaranje Zakupljenog Prostora neće odložiti Period Zakupe i sve što on podrazumeva, uključujući obavezu Zakupca na plaćanje bilo koje vrste na koje je obavezan po ovom Ugovoru i neće isključiti bilo koju obavezu Zakupca određenu ovim Ugovorom.

18.3 U slučaju da Zakupac ne otvori Zakupljeni Prostor na Dan Otvaranja, ili na neki drugi dan o kojem je Zakupac obavešten od strane Zakupodavca, čak i ako je otvaranje Zakupljenog Prostora sprečeno od strane Zakupodavca u skladu sa članom 18.2 ovog Ugovora – Zakupac će biti obavezan da (ne isključujući njegovu obavezu da nastavi da u potpunosti i blagovremeno vrši sva ostala plaćanja koja duguje po ovom Ugovoru), za svaki dan kašnjenja plaća ugovornu kaznu utvrđenu u članu 30. 9, ne isključujući time pravo Zakupodavca na naknadu štete u većem iznosu kao i na bilo koji drugi pravni lek i/ili pravno sredstvo i/ili drugo pravo prema ovom Ugovoru i/ili bilo kom Relevantnom Propisu, uključujući i njegovo pravo na ugovornu kaznu zbog neizvršenja utvrđenu u članu 30.10 ovog Ugovora.

18.4 Kršenje bilo koje obaveze Zakupca propisane odredbama ovog Odeljka 18 će predstavljati grubo kršenje ovog Ugovora od strane Zakupca.

19. DRUŠTVO ZA MENADŽMENT

19.1 The Parties agreed that the Shopping Center shall be managed by a management company (hereinafter, the "Management Company") according to the management principles specified in this Agreement and in the Management Agreement which represents Appendix "F" of this Agreement. As long as a company was not appointed or established for managing the Shopping Center or as long as it did not start to engage in the management and maintenance of the Shopping Center or if such appointment was terminated, the Landlord shall serve as the Management Company for the purposes of this Agreement.

20. OPENING HOURS

20.1 The Tenant undertakes to operate its business in the Leased Premises and to open it to the general public regularly, continuously, without stop and at a high level of management and maintenance suitable to similar modern and prestigious shopping centers, starting from the Opening Date and onward, for the entire duration of the Lease Term.

20.2 The opening hours of the business that shall be conducted in the Leased Premises shall be periodically determined by the Landlord and/or by the Management Company according to their sole discretion, without derogating from the provisions of any Applicable Law and any authorized Authority.

20.3 It is agreed that, unless the Tenant is otherwise notified by the Landlord and/or the Management Company, the hours of opening and operations of the Tenant in the Leased shall be – Monday till Sunday (inclusive) in a time that will not be shorter than 10:00 to 22:00 (continuous), subject to Applicable Laws (hereinafter: the "Opening Hours"). It is clarified that the aforementioned Opening Hours may be changed by the Landlord's or the Management Company's decision.

The Parties agreed that the Landlord and/or the Management Company will not limit the Tenant's working hours to the time specified in the Opening Hours, given that the Tenant's Leased Premises is

19.1 Ugovorne strane su saglasne da Tržnim Centrom upravlja društvo za menadžment (u daljem tekstu: „Društvo za Menadžment“) u skladu sa upravljačkim principima određenim u ovom Ugovoru i u Ugovoru o Pružanju Menadžment Usluga, koji predstavlja Prilog „F“ ovog Ugovora. Sve dok neko društvo ne bude osnovano ili postavljeno za upravljanje Tržnim Centrom i sve dok se ono ne angažuje u upravljanju i održavanju Tržnog Centra ili ako takav angažman bude okončan, Zakupodavac će vršiti dužnosti Društva za Menadžment za potrebe ovog Ugovora.

20. RADNO VREME

20.1 Zakupac se obavezuje da obavlja svoju poslovnu delatnost u Zakupljenom Prostoru i da isti bude otvoren za javnost redovno, u kontinuitetu, neprekidno i sa visokom nivoom upravljanja i održavanja koji odgovaraju sličnim modernim i prestižnim tržnim centrima, počevši od Dana Otvaranja i nadalje, tokom čitavog Perioda Zakupa.

20.2 Radno vreme Zakupljenog Prostora će biti periodično utvrđivano od strane Zakupodavca i/ili Društva za Menadžment prema njihovoj diskrecionoj odluci, ne derogirajući time odredbe bilo kog Relevantnog Propisa i odluke Nadležnih Organa.

20.3 Ugovorne strane saglasno ugovaraju da, osim ukoliko Zakupac ne dobije drugačije obaveštenje od strane Zakupodavca i/ili Društva za Menadžment, radno vreme Zakupca u Zakupljenom Prostoru će biti – od ponedeljka do nedelje (uključujući i nedelju), u vremenu koje neće biti kraće od -10:00 časova ili ranije do 22:00 časa [neprekidno], uz primenu Relevantnih Propisa (u daljem tekstu: „Radno Vreme“). Ugovorne strane preciziraju da napred navedeno radno vreme može biti promenjeno odlukom Zakupodavca ili Društva za Menadžment.

Ugovorne strane su saglasne da Zakupodavac i/ili Društvo za Menadžment neće ograničavati radno vreme Zakupca na vreme predviđeno Radnim Vremenom, s



completely independent from the Shopping Center, as it has its own entrance, and functions as free standing carwash facility. Regardless of the above, the Landlord and/or the Management Company have the right to order the Tenant to refrain from doing business in the Leased Premises in accordance with the orders and directives of the competent authorities.

The Tenant is responsible for any damage and bears all responsibility for the breach or incomplete fulfillment of the provisions of any law and/or permit and/or decision of the competent authority regarding the working hours of the Leased Premises by the Tenant and undertakes to compensate the same and not to consider responsible for the Landlord and/or a person acting on his behalf and/or on behalf of the Management Company, at the first request, for any expense and/or loss incurred by the Landlord and/or the Management Company.

20.4 It is agreed that the Landlord and/or the Management Company shall be entitled to demand from the Tenant to add hours over the regular Opening Hours, according to their sole discretion (hereinafter: the "Additional Hours"), and the Tenant undertakes to obey any such demand, even if such demand relates to a holiday provided that this shall not contradict any Applicable Law.

20.5 The opening of the business in the Leased Premises outside the Opening Hours, if the Tenant shall be interested in this, shall be brought to the attention of the Landlord and/or the Management Company in advance and shall be subject to the fulfillment of the provisions of any Applicable Law in connection with this and obtaining required licenses and permits. It is hereby clarified that any cost that shall be caused to the Landlord and/or the Management Company as a result of opening the business in the Leased Premises outside the Opening Hours shall be fully borne by the Tenant and shall be added to the Management Fees stipulated in this Agreement and shall not be distributed between the other Tenants in the Shopping Center who have not opened their businesses at those times.

obzirom na to da je Zakupljen Prostor Zakupca u potpunosti nezavisan od Tržnog Centra, jer ima svoj odvojeni ulaz i funkcioniše kao slobodnostojeći objekat - autoperionica. Bez obzira na navedeno, Zakupodavac i/ili Društvo za Menadžment imaju pravo da nalože Zakupcu da se uzdrži od poslovanja u Zakupljenom prostoru u skladu sa nalogima i direktivama nadležnih organa.

Zakupac je odgovoran za svaku štetu i snosi svaku odgovornost za kršenje ili nekompletno ispunjenje odredbi nekog zakona i/ili dozvole i/ili odluke nadležnog organa u vezi sa radnim vremenom Zakupljenog Prostora od strane Zakupca i obavezuje se da će da istu nadoknadi i da neće smatrati odgovornim Zakupodavca i/ili neko lice koje postupa u njegovo ime i/ili u ime Društva za Menadžment, na prvi zahtev, za bilo kakav trošak i/ili gubitak koji pretrpi Zakupodavac i/ili Društvo za Menadžment.

20.4 Ugovorne strane su saglasne da Zakupodavac i/ili Društvo za Menadžment imaju pravo da zahtevaju od Zakupca da Zakupljeni Prostor bude otvoren i radi i van redovnog Radnog Vremena, po sopstvenoj diskrecionoj odluci (u daljem tekstu: „Dodatno Radno Vreme“) i Zakupac se obavezuje da poštuje svaki takav zahtev, čak i ako se on odnosi na praznik, pod uslovom da ovo nije u suprotnosti sa Relevantnim Propisima.

20.5 Ukoliko Zakupac bude zainteresovan da Zakupljeni Prostor bude otvoren i radi van Radnog Vremena, ovo pitanje će prethodno biti razmotreno od strane Zakupodavca i/ili Društva za Menadžment i isto će zavisići od ispunjenja svih zahteva predviđenih Relevantnim Propisima u vezi sa tim i nabavljanju potrebnih dozvola i odobrenja. Ugovorne strane ovim potvrđuju da će svaki trošak izazvan Zakupodavcu i/ili Društvo za Menadžment kao rezultat obavljanja poslovanja u Zakupljenom prostoru van Radnog Vremena snositi Zakupac i isti će biti dodat Naknadi za Menadžment Usluge utvrđenoj ovim Ugovorom i neće biti podeljen na druge Zakupce u Tržnom Centru koji nisu obavljali poslovanje u navedeno vreme.

- 20.6 The Tenant shall be entitled to close his business in the Leased Premises for no more than 3 (three) days during the entire lease year for renovations and/or inventory provided he had given the Landlord a written request at least 3 (three) months in advance and the Landlord had approved such a request.
- 20.6 Zakupac će imati pravo da zatvori Zakupljeni Prostor najduže 3 (tri) dana godišnje tokom Perioda Zakupa, radi renoviranja i/ili inventara, pod uslovom da je uputio pisanu zahtev Zakupodavcu najmanje 3 (tri) meseca unapred i da je Zakupodavac pisanim putem odobrio takav zahtev.
- 20.7 In the event the Tenant does not open the Leased Premises and/or does not operate his business in the Leased Premises in accordance with this Agreement and/or is in breach of its undertaking to operate the Leased Premises regularly and continuously, during the Opening Hours including the Additional Hours as mentioned above – the Tenant shall be obligated to pay a contractual penalty (without derogating from its obligation to continue to fully pay on time any payment that Tenant owes according to the Agreement) determined in Article 30.9, for each day of the breach of its obligation as mentioned. In order to eliminate doubt, it is clarified that the non-opening of the Leased Premises for any part of the day on which it was supposed to be opened or for any part of the Opening Hours, as specified herein, shall be considered for the purposes of this Article as non-opening for one whole and full day. The aforementioned right to a contractual penalty does not derogate from any of the Landlord's rights to any remedy and/or relief and/or compensation of damages at a higher rate and/or any other right according to the Agreement and/or any Applicable Law, including his right to a contractual penalty for the non-performance of the Agreement as specified in Article 30.10.
- 20.7 U slučaju da Zakupac ne otvori Zakupljeni prostor i/ili ne obavlja svoje poslovanje u Zakupljenom Prostoru u skladu sa ovim Ugovorom i/ili prekrši svoju obavezu da upotrebljava Zakupljeni Prostor redovno i neprekidno, tokom Radnog Vremena, uključujući i Dodatno Radno Vreme kako je gore navedeno – Zakupac će biti obavezan da za svaki dan kršenja Ugovora plati ugovornu kaznu (ne isključujući njegovu obavezu da nastavi da u potpunosti i blagovremeno vrši sva ostala plaćanja koja duguje po ovom Ugovoru) utvrđenu u članu 30.9. Radi otklanjanja svake sumnje, ovim se pojašnjava da će se neotvaranje Zakupljenog Prostora tokom bilo kog dela dana kada bi isti trebalo da bude otvoren ili tokom bilo kog perioda u okviru Radnog Vremena, kako je definisano ovim Ugovorom, smatrati kao neotvaranje tokom jednog celog i punog dana u smislu ovog člana. Gore navedeno pravo na ugovornu kaznu ne isključuje pravo Zakupodavca na bilo koji drugi pravni lek i/ili pravno sredstvo i/ili pravo na naknadu štete u većem iznosu i/ili drugo pravo Zakupodavca prema ovom Ugovoru i/ili Relevantnim Propisima, uključujući i pravo na ugovornu kaznu zbog nelizvršenja utvrđenu u članu 30.10.
- 20.8 In addition to and without derogating from any other remedy and/or right and/or compensation according to this Agreement and/or according to any Applicable Law, if the Tenant did not operate the Leased Premises and/or closed the Leased Premises and/or stopped using the Leased Premises as mentioned above, except due to the Landlord's fault, this shall constitute a fundamental breach of this Agreement by the Tenant, which entitles the Landlord to terminate the Agreement in accordance with Section 30 and to evict the Tenant from the Leased Premises. However, if the Landlord shall not demand the
- 20.8 Pored i ne isključujući bilo koje drugo sredstvo i/ili naknadu i/ili pravo Zakupodavca prema ovom Ugovoru i/ili Relevantnim Propisima, ukoliko Zakupac ne upotrebljava Zakupljeni Prostor i/ili zatvori Zakupljeni Prostor i/ili prekine sa korišćenjem Zakupljenog Prostora kako je napred navedeno, osim ukoliko je do toga došlo usled krivice Zakupodavca, ovo će predstavljati grubo kršenje ovog Ugovora od strane Zakupca, koje ovlašćuje Zakupodavca da raskine Ugovor u skladu sa Odeljkom 30 i da iseli Zakupca iz Zakupljenog Prostora. Međutim, ukoliko Zakupodavac ne bude zahtevao iseljenje



eviction of the Tenant from the Leased Premises, this shall not derogate from the Tenant's undertakings according to this Agreement including with respect to the payment of the Rent to the Landlord and with respect to any other payment that applies to the Tenant according to the provisions of this Agreement.

Zakupca iz Zakupljenog Prostora, to neće isključiti obaveze Zakupca prema ovom Ugovoru, uključujući obaveze u pogledu plaćanja Zakupnine Zakupodavcu kao i bilo kog drugog plaćanja koje se odnosi na Zakupca prema odredbama ovog Ugovora.

20.9 Without derogating from any provision above, the Tenant declares that he is aware that the Landlord and/or the Management Company reserves the full right to allow other Tenants in the Shopping Center according to their choice and according to their sole discretion, to open their businesses during other hours and/or exceeding the Opening Hours as mentioned above and Tenant irrevocably declares that he shall not have any objection that other Tenants in the Shopping Center all or in part, shall operate their business at other times and hours as mentioned, and Tenant shall not have any claim and/or objection and/or demand towards the Landlord and/or the Management Company and/or the other tenants for this.

20.9 Ne isključujući napred navedene odredbe ovog Ugovora, Zakupac izjavljuje da je upoznat sa tim da Zakupodavac i/ili Društvo za Menadžment zadržavaju puno pravo da dozvole drugim Zakupcima u Tržnom Centru, po sopstvenom izboru i potpuno diskrecionoj odluci, da obavljaju svoje poslovanje tokom drugog vremena i/ili duže od Radnog Vremena kako je napred navedeno i neopozivo izjavljuje da neće imati nikakvih primedbi da drugi Zakupci u Tržnom Centru, svi ili neki od njih, obavljaju svoju poslovnu delatnost u drugo vreme i van Radnog Vremena kako je napred navedeno i neće imati bilo kakvih potraživanja i/ili primedbi i/ili zahteva prema Zakupodavcu i/ili Društvu za Menadžment i/ili drugim zakupcima po ovom osnovu.

20.10 The Tenant declares and undertakes that he is aware that it is possible that cinemas, coffee shops, restaurants, snack bars, shops of all kinds shall be operated in the Shopping Center at the sole discretion of the Landlord and Tenant declares and undertakes that he shall not have any objection and/or demand and/or claim with respect to this, including with respect to their Opening Hours, the entrance and exit arrangements, noise, smells or any other nuisance caused by their activities.

20.10 Zakupac izjavljuje i prihvata da je upoznat sa tim da je moguće da bioskopi, kafel, restorani, restorani brze hrane, kao i prodavnice raznih vrsta posluju u Tržnom Centru, po isključivo diskrecionoj odluci Zakupodavca i izjavljuje i prihvata da neće imati bilo kakvih primedbi i/ili zahteva i/ili potraživanja u tom pogledu, uključujući i u pogledu njihovog Radnog Vremena, organizacije ulaza i izlaza, buke, mirisa i drugih smetnji izazvanih njihovim aktivnostima

20.11 The Landlord and/or the Management Company shall be entitled to close the Shopping Center for any activity and/or to periodically instruct the Tenant not to open the business in the Leased Premises provided they shall give the Tenant a notice at least 30 (thirty) days in advance.

20.11 Zakupodavac i/ili Društvo za Menadžment će biti ovlašćeni da zatvore Tržni Centar i/ili da periodično nalože Zakupcu da ne obavlja poslovanje u Zakupljenom Prostoru i isti ne otvori, pod uslovom da o tome obaveste Zakupca najmanje 30 (trideset) dana unapred.

20.12 A breach of any of the Tenant's obligations prescribed by the provisions of this Section 20 shall constitute a fundamental breach of this Agreement by the Tenant.

20.12 Kršenje bilo koje obaveze Zakupca propisane odredbama ovog Odeljka 20 predstavljaće grubo kršenje ovog Ugovora od strane Zakupca.

21. BUSINESS LICENSES

21.1 The Tenant shall solely be responsible to obtain, at its own expense, the required licenses and/or approvals and/or permits according to any Applicable Law and any Authority for operating his business in the Leased Premises, for placing of Signs and Advertisements, and to maintain all of the licenses and/or approvals and/or permits in force during the entire Lease Term. The Tenant undertakes to receive all of the approvals and/or licenses and/or permits by the competent authorities as mentioned above and to present them to the Landlord and/or the Management Company and/or to anyone on their behalf until the Lease Commencement Date. The Tenant hereby undertakes to act diligently and quickly in order to obtain any license and/or approvals and/or permit required for operating its business in the Leased Premises.

21.2 The Tenant declares that it is proficient in the business which Tenant intends to operate in the Leased Premises and that Tenant inspected the plans of the Leased Premises with respect to the requirements of the different Authorities and found that it is possible to obtain the licenses and approvals required for operating its business by the Lease Commencement Date and within the terms stipulated for this in the law. The Landlord undertakes to sign, at the Tenant's request, any document and/or application that shall be required for obtaining a business license and/or other permit required for operating the business by any Applicable Law, provided the application shall correspond the provisions of the Agreement and/or the provisions of any Applicable Law and shall not impose on the Landlord any additional obligation beyond that which he explicitly took upon himself in this Agreement.

21.3 The Tenant shall entirely and solely be responsible for any offense and/or breach of the provisions of any Applicable Law in the Leased Premises and/or in connection with activities performed in it. The Tenant shall bear by himself any penalty or punishment that shall be imposed for operating its business and/or the

21. DOZVOLE ZA OBAVLJANJE DELATNOSTI

21.1 Zakupac će biti isključivo odgovoran za pribavljanje o sopstvenom trošku svih potrebnih dozvola i/ili saglasnosti i/ili odobrenja od Nadležnih Organa u skladu sa Relevantnim Propisima, za obavljanje svoje poslovne delatnosti u Zakupljenom Prostoru, za isticanje Znakova i Reklama, kao i za održavanje svih dozvola i/ili odobrenja i/ili saglasnosti na snazi tokom celog Perioda Zakupa. Zakupac se obavezuje da najkasnije do Dana Početka Zakupa pribavi sva odobrenja i/ili saglasnosti i/ili dozvole od nadležnih organa kako je napred navedeno i da ih dostavi Zakupodavcu i/ili Društvu za Menadžment i/ili bilo kom trećem licu koje postupa u njihovo ime. Zakupac će postupati savesno i efikasno radi pribavljanja bilo koje potrebne dozvole i/ili odobrenja i/ili saglasnosti za obavljanje delatnosti u Zakupljenom Prostoru.

21.2 Zakupac izjavljuje da je potpuno stručan u obavljanju poslovne delatnosti koju namerava da obavlja u Zakupljenom Prostoru i da je pregledao planove Zakupljenog Prostora u pogledu zahteva različitih Nadležnih Organa i zaključio da je moguće nabaviti sve dozvole i odobrenja neophodne za obavljanje njegove delatnosti do Dana Početka Zakupa i u okviru rokova propisanih za to. Zakupodavac se obavezuje da, na zahtev Zakupca, potpiše svaki dokument i/ili prijavu koji će biti potrebni za dobijanje dozvole za obavljanje delatnosti i/ili druge potrebne dozvole prema Relevantnim Propisima, pod uslovom da je takva prijava u skladu sa odredbama Ugovora i/ili odredbama Relevantnih Propisa i da neće izazvati za Zakupodavca bilo kakvu dodatnu obavezu osim onih na koje je izričito pristao u ovom Ugovoru.

21.3 Zakupac će biti potpuno i isključivo odgovoran za svaki prestup i/ili povredu odredaba bilo kog Relevantnog Propisa u Zakupljenom Prostoru i/ili u vezi sa aktivnostima koje se u njemu obavljaju. Zakupac će sam snositi svaku sankciju i kaznu određenu zbog obavljanja njegove delatnosti i/ili zbog korišćenja Zakupljenog



use of the Leased Premises by the Tenant without a permit or in deviation from the permit.

21.4 It is agreed that obtaining a license and/or approval and/or permits of any kind required for the Tenant to operate his business in the Leased Premises or not obtaining them, shall not release the Tenant from any of his undertakings in this Agreement, including his undertaking to pay any payment that he is required to pay under this Agreement for the entire duration of the Lease Term, even if as a result of the lack of a license and/or permit and/or approval as mentioned, the Tenant did not actually open the Leased Premises and/or any part thereof.

21.5 The breach of any obligation of the Tenant determined by the provisions of this Section 21 shall constitute a fundamental breach of this Agreement by the Tenant.

22. USE AND MAINTENANCE OF THE LEASED PREMISES

22.1 The Tenant undertakes to maintain the Leased Premises during the entire Lease Period in good, clean and proper condition and at a level suitable to a prestigious and modern shopping center as the type of the Shopping Center that is the subject of this Agreement and to operate his business in the Leased Premises carefully and reasonably.

22.2 The Tenant shall maintain all of the laws, the regulations and bylaws applicable to the Leased Premises with respect to its use and the business, the work and actions performed in it and shall comply with operational rules and all other regulations, provisions and instructions that shall be determined from time to time by the Landlord and/or the Management Company and any person that shall be placed on behalf of the Landlord and/or on behalf of the Management Company relating to the use of the Leased Premises and Common Areas in the Shopping Center by the tenants and operating their business in the Leased Units, including but not limited to regulations, provisions and instructions with respect to operation of the air conditioning, lighting and/or any

Prostora od strane Zakupca bez dozvole ili odstupajući od dozvole.

21.4 Ugovorne strane saglasno ugovaraju da pribavljanje dozvole i/ili saglasnosti i/ili odobrenja bilo koje vrste, potrebnih Zakupcu za obavljanje njegove poslovne delatnosti u Zakupljenom Prostoru ili njihovo nepribavljanje, neće osloboditi Zakupca bilo koje obaveze prema ovom Ugovoru, uključujući njegovu obavezu da izvrši svako plaćanje na koje je obavezan prema ovom Ugovoru tokom celavog trajanja Perioda Zakupa, čak i ako, usled nedostatka dozvole i/ili saglasnosti i/ili odobrenja koji su napred navedeni, Zakupac nije zaista otvorio Zakupljeni Prostor i/ili bilo koji njegov deo.

21.5 Kršenje bilo koje obaveze Zakupca utvrđene odredbama ovog Odeljka 21 smatraće se grubim kršenjem ovog Ugovora od strane Zakupca.

22. KORIŠĆENJE I ODRŽAVANJE ZAKUPLJENOG PROSTORA

22.1 Zakupac se obavezuje da održava Zakupljeni Prostor tokom celog Perioda Zakupa u dobrom, čistom i ispravnom stanju i na nivou odgovarajućem za prestižni i moderan tržišni centar, kakav je Tržni Centar koji je predmet ovog Ugovora i da sa dužnom pažnjom obavlja svoju delatnost u Zakupljenom Prostoru.

22.2 Zakupac će se pridržavati svih zakona, podzakonskih akata i drugih propisa koji se primenjuju na Zakupljeni Prostor u pogledu njegovog korišćenja i delatnosti, posla i radnji koji se obavljaju u njemu, i poštovaće pravilnike o radu i sva druga pravila, naloge i uputstva koji će biti utvrđivani s vremena na vreme od strane Zakupodavca i/ili Društva za Menadžment i bilo kog lica koje će biti postavljeno od strane Zakupodavca i/ili od strane Društva za Menadžment, u pogledu korišćenja Zakupljenog Prostora i Zajedničkih Površina u Tržnom Centru od strane zakupaca i obavljanja njihovih delatnosti u Zakupljenim Prostornim Jedinicama, uključujući, ali se ne ograničavajući na pravila, naloge i uputstva u pogledu korišćenja klima uređaja, osvetljenja

other system and/or installation in the Leased Premises, moving, entering and vacating goods and packages to and from the Leased Premises and in particular with respect to the hours and methods of performing all of these actions, and instructions with respect to the disposal of garbage and/or junk and/or empty packages and/or any object or any instruction with respect to any other similar matter. The Tenant shall be responsible for regularly cleaning the shop windows of the Leased Premises.

22.3 The Tenant undertakes to diligently and properly carry out, at his own expense and under his responsibility, the ordinary and extraordinary maintenance of the Leased Premises, including the equipment, systems and installations serving the Leased Premises, during the entire Lease Period and to repair by himself and at his own expense any defect, mishap or damage that shall be caused to the Leased Premises during the Lease Term including a defect or mishap or damage that shall be caused as a result of a negligent action or omission of the Tenant and/or his employees and/or persons engaged by him and/or his guests and/or visitors and/or anyone on his behalf, except if these were caused by the Landlord's and/or the Management Company's fault.

22.4 To eliminate doubt, the Tenant shall bear the ordinary and extraordinary maintenance and repair costs of all the equipment, installations and systems serving the Leased Premises, also if these are located and/or installed outside of the Leased Premises, including but not limited to the following: air conditioning, fire extinguishing, escalators and elevators in the Leased Premises and/or exclusively leading to it (if such systems exist) and any other system serving the Leased Premises only and not being a part of the central systems of the Shopping Center even if it is located outside of the borders of the Leased Premises. The aforesaid shall apply also with respect to systems that were installed for the Leased Premises by the Landlord. The Tenant shall also bear the ordinary and extraordinary maintenance and repair costs of the completed Fit Out Works, regardless of who has performed those works.

i/ili bilo kojeg drugog sistema i/ili instalacije u Zakupljenom Prostoru, pomeranja, unošenja i iznošenja robe i paketa u i iz Zakupljenog Prostora i naročito u pogledu vremena i metoda za sprovođenje ovih radnji i uputstva u pogledu izbacivanja otpada i/ili smeća i/ili praznih paketa i/ili bilo kojih drugih predmeta, kao i uputstva u pogledu bilo kog drugog sličnog pitanja. Zakupac će biti odgovoran za redovno čišćenje izloga u Zakupljenom Prostoru.

22.3 Zakupac se obavezuje da tokom celog Perioda Zakupa, o svom trošku i na svoju odgovornost, savesno i ispravno vrši redovno i vanredno održavanje Zakupljenog Prostora, uključujući opremu, sisteme i instalacije koje služe Zakupljenom Prostoru i da popravi sam, o svom trošku, bilo koji nedostatak ili štetu kao i da otkloni posledice nezgode, koji budu izazvani u Zakupljenom Prostoru tokom Perioda Zakupa, uključujući i nedostatke, nezgodu ili štetu izazvane nepažnjom ili propustom Zakupca i/ili njegovih zaposlenih i/ili lica koja je angažovao i/ili gostiju i/ili posetilaca i/ili bilo koga ko postupa u njegovo ime, osim ukoliko je napred navedeno izazvano krivicom Zakupodavca i/ili Društva za Menadžment.

22.4 Radi otklanjanja svake sumnje, Zakupac će snositi troškove redovnog i vanrednog održavanja i popravke celokupne opreme, instalacija i sistema koji služe Zakupljenom Prostoru i ako se oni nalaze i/ili su instalirani izvan Zakupljenog Prostora, uključujući, ali ne ograničavajući se na sledeće: klima uređaje, uređaje za gašenje požara, pokretne stepenice i liftove u Zakupljenom Prostoru i/ili one koji vode isključivo do njega (ukoliko takvi sistemi postoje) i bilo koji drugi sistem koji služi samo Zakupljenom Prostoru i nije deo centralnih sistema u Tržnom Centru, čak i ako se nalazi izvan granica Zakupljenog Prostora. Napred navedeno će se odnositi i na sisteme koje je instalirao Zakupodavac za Zakupljeni Prostor. Zakupac će takođe snositi troškove redovnog i vanrednog održavanja i popravke izvršenih Radova na Opremanju, bez obzira ko je izveo ove radove.



- 22.5 Installation of any equipment and/or systems in the Leased Premises and/or serving the Leased Premises by the Tenant shall be subject to the Landlord's prior written approval. The Tenant shall insure that the operation, use and maintenance of the equipment and systems is in accordance with the instructions of the manufacturer and/or provisions of any Applicable Law and carried out by trained, authorized and qualified persons. The Tenant is aware that not adhering to these instructions and Applicable Laws might cause harm to the central systems and/or to the security of the Shopping Center. The Tenant shall be responsible to have in his possession at any time the certificate of approvals and/or warranty and/or any license required according to any Applicable Law and/or by any Authority with respect to the installation, proper condition and operation and maintenance of the equipment and/or systems installed in the Leased Premises and/or serving the Leased Premises and to present them to the Landlord at any time upon his demand.
- 22.5 Instaliranje bilo kakve opreme ili sistema u Zakupljenom Prostoru i/ili koji služe Zakupljenom Prostoru od strane Zakupca uslovljeno je prethodnom pisanom saglasnošću Zakupodavca. Zakupac će osigurati da rukovanje, upotreba i održavanje opreme i sistema bude u skladu sa uputstvima proizvođača i/ili odredbama Relevantnih Propisa kao i da bude obavljeno od strane obučenih, ovlašćenih i kvalifikovanih osoba. Zakupac je svestan da nepridržavanje ovih uputstava i Relevantnih Propisa može izazvati štetu centralnim sistemima i/ili bezbednosti Tržnog Centra. Zakupac će biti dužan da u svakom trenutku posедује potvrdu o atestu, garantni list ili bilo koje odobrenje predviđeno Relevantnim Propisima ili zahtevano od bilo kog Nadležnog Organa u pogledu instaliranja, ispravnog stanja i funkcionisanja i održavanja opreme ili sistema instaliranih u Zakupljenom Prostoru i/ili koji služe Zakupljenom Prostoru kao i da ih u svako doba prezentuje Zakupodavcu, na njegov zahtev.
- 22.6 Subject to the aforesaid, if the Tenant shall not perform repair as mentioned above in this Section, in a manner and within a period as the Landlord shall notify him, the Landlord will be entitled to enter the Leased Premises and perform these maintenance works and repairs, whether by himself or by others, in place of the Tenant and at the Tenant's expense. The aforesaid shall not derogate from the remaining rights and remedies conferred upon the Landlord according to this Agreement and Applicable Laws.
- 22.6 Uz primenu svega gore navedenog, ukoliko Zakupac ne izvrši predmetne popravke, kako je određeno u ovom Odeljku, na način i u roku o kojima će biti obavešten od strane Zakupodavca, Zakupodavac će biti ovlašćen da uđe u Zakupljeni Prostor i, umesto Zakupca i o njegovom trošku, izvrši radove na održavanju i popravci, bilo sam, bilo angažujući druge. Napred navedeno neće isključivati preostala prava i pravna sredstva koja Zakupodavac ima prema ovom Ugovoru i Relevantnim Propisima.
- 22.7 The Landlord and/or the Management Company and/or their employees and agents and/or any person appointed by them shall be entitled to enter the Leased Premises for inspecting the fulfillment of the provisions of this Agreement and/or for the performance of works and repairs, at any time during regular working hours by coordinating this with the Tenant in advance.
- 22.7 Zakupodavac i/ili Društvo za Menadžment i/ili njihovi zaposleni i zastupnici i/ili bilo koje drugo lice koje postave, biće ovlašćeni da uđu u Zakupljeni Prostor radi provere ispunjenja i izvršenja odredaba ovog Ugovora i/ili izvršenja radova i popravki, u bilo kom trenutku tokom redovnog radnog vremena, usaglasivši to unapred sa Zakupcem.
- 22.8 The Tenant shall indemnify the Landlord, upon his first demand, for any claim or demand and cost that shall be caused to him in connection with the non-fulfillment of
- 22.8 Zakupac će Zakupodavcu, na njegov prvi poziv, nadoknaditi štetu po osnovu bilo kog potraživanja, zahteva ili troška koji budu prouzrokovani Zakupodavcu,

the Tenant's obligations as specified above in this Section.

- 22.9 The breach of any obligation of the Tenant determined by the provisions of this Section 22 shall constitute a fundamental breach of this Agreement by the Tenant.

23. USE OF THE COMMON AREAS AND DISTURBANCES

- 23.1 The Tenant undertakes to use the Leased Premises and operate his business in the Leased Premises according to the provisions of any Applicable Law and without causing any disturbance including but not limited to noise, smells, pollution, smoke, dust, shaking, shocks, flashing lights, unpleasantries and any other disturbance or nuisance to the other Tenants in the Shopping Center and the public visiting the Shopping Center. Furthermore the Tenant undertakes to prevent from causing any damage to the Leased Premises and the Shopping Center including their installations and/or attachments and/or machines and to the other tenants and/or public visiting the Shopping Center and/or areas whatsoever in the Shopping Center, and he undertakes to immediately repair at his own expense any damage and/or mishap and/or disturbance and/or nuisance that shall be caused to them by him and/or by his employees and/or suppliers and/or visitors and/or customers and/or any other person on his behalf, without derogating from any other provision of this Agreement. Any repair mentioned above has to be carried out in such manner as to enable returning into condition before the damage and/or mishap and/or disturbance and/or nuisance has occurred and to be approved in writing by the Landlord. If the Tenant shall not undertake all required repairs within 24 hours from the occurrence of any damage and/or mishap and/or nuisance and/or disturbance and/or if such repairs are not approved in writing by the Landlord, the Landlord and/or the Management Company will be entitled to enter the Leased Premises and to do so in place of the Tenant and at the Tenant's expense, without derogating from any remedy and/or relief and/or right conferred upon the Landlord according to the Agreement and/or according to any Applicable Law.

u vezi sa nespunjenjem Zakupčevih obaveza utvrđenih u ovom Odeljku.

- 22.9 Kršenje bilo koje obaveze Zakupca utvrđene odredbama ovog Odeljka 22 smatraće se grubim kršenjem ovog Ugovora od strane Zakupca.

23. KORIŠĆENJE ZAJEDNIČKIH POVRŠINA I SMETNJE

- 23.1 Zakupac se obavezuje da će koristiti Zakupljeni Prostor i obavljati svoju delatnost u Zakupljenom Prostoru u skladu sa odredbama Relevantnih Propisa i ne izazivajući bilo kakve smetnje, uključujući ali ne ograničavajući se na: buku, mirise, zagađenje, dim, prašinu, potrese, udare, svetleće efekte, neprijatnosti i druge smetnje drugim Zakupcima u Tržnom Centru kao i posetiocima Tržnog Centra. Nadalje, Zakupac se obavezuje da spreči izazivanje bilo kakve štete Zakupljenom Prostoru i Tržnom Centru, uključujući instalacije i/ili pripadke i/ili mašine, kao i drugim zakupcima i/ili posetiocima Tržnog Centra i/ili bilo kojim površinama u Tržnom Centru i obavezuje se da odmah, o svom trošku, popravi bilo kakvu štetu i/ili posledicu nezgode i/ili poremećaj i/ili smetnju koju im bude izazvao Zakupac i/ili njegovi zaposleni i/ili dobavljači i/ili posetioци i/ili potrošači i/ili bilo koje drugo lice koje postupa u njegovo ime, ne isključujući time bilo koju drugu odredbu ovog Ugovora. Svaka gore navedena popravka mora biti izvršena tako da omogući vraćanje u stanje koje je postojalo pre nastanka štete i/ili nezgode i/ili poremećaja i/ili smetnje i pisanim putem odobrena od strane Zakupodavca. Ukoliko Zakupac ne izvrši potrebne popravke u roku od 24 časa od nastanka bilo kakve štete i/ili nezgode i/ili smetnje i/ili poremećaja i/ili ukoliko takve popravke ne budu odobrene pisanim putem od strane Zakupodavca, Zakupodavac i/ili Društvo za Menadžment će biti ovlašćeni da uđu u Zakupljeni Prostor i da to učine umesto Zakupca i o njegovom trošku, ne isključujući time bilo koji pravni lek i/ili pravno sredstvo i/ili pravo Zakupodavca prema ovom Ugovoru i/ili Relevantnim Propisima.



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|------|---|------|--|
| 23.2 | The Tenant shall not maintain any materials, instruments, produce, inventory and any other objects outside of the Leased Premises without the prior written consent of the Landlord. In any event that any of the Tenant's objects will be found outside of the Leased Premises, without such consent as mentioned, the Landlord will be entitled to remove them at the Tenant's expense and the Landlord shall not bear any liability in connection with them. | 23.2 | Zakupac neće držati bilo kakve materijale, sprave, proizvode, inventar i druge predmete izvan Zakupljenog Prostora bez prethodne pisane saglasnosti Zakupodavca. U slučaju da bilo koji predmeti Zakupca budu nađeni van Zakupljenog Prostora bez navedene saglasnosti, Zakupodavac će biti ovlašten da ih ukloni o trošku Zakupca i Zakupodavac neće snositi nikakvu odgovornost u vezi sa njima. |
| 23.3 | The Tenant undertakes not to operate in the Leased Premises or in its surroundings any public address systems and/or speakers and/or amplifications systems and/or lighting systems and/or light flashing systems of any kind. | 23.3 | Zakupac se obavezuje da u Zakupljenom Prostoru ili u njegovoj okolini ne upotrebljava bilo kakve sisteme javnog obraćanja i/ili zvučnike i/ili pojačala i/ili sisteme rasvete i/ili sistem za svetleće efekte bilo koje vrste. |
| 23.4 | If the Tenant operates a business for the sale of food and/or drink, whose customers make use of the Leased Premises and the Common Areas located outside of the Leased Premises, he undertakes to be strict with respect to the methods of taking out and serving the food and/or drink in the Common Areas near the Leased Premises and/or in the use of his customers, so that no unreasonable soiling and/or noise and/or disturbance and/or wear and tear and/or exceptional damage which is not reasonable shall be caused to these areas and/or their equipment and/or their tables as a result of the use of products and/or services provided to the customers by the Tenant in these areas. | 23.4 | Ukoliko Zakupac obavlja djelatnost prodaje hrane i/ili pića, a njegovi potrošači koriste Zakupljeni Prostor i Zajedničke Površine izvan Zakupljenog Prostora, isti se obavezuje da se strogo pridržava metoda unošenja i serviranja hrane i/ili pića u Zajedničkim Površinama u blizini Zakupljenog Prostora i/ili koje koriste njegovi potrošači, tako da se ne izaziva preterano prljanje i/ili buka i/ili smetnje i/ili haćbanje i/ili vanredna šteta na ovim površinama i/ili opremi i/ili stolovima, kao rezultat upotrebe proizvoda i/ili usluga koje Zakupac pruža svojim potrošačima na ovim površinama. |
| 23.5 | The Tenant shall not be entitled to make any use of the sidewalks, roads, passageways and any other Common Areas, unless for the purpose for which these Common Areas were intended. The Tenant shall not block and/or cause any disturbance to the emergency passageways and escape paths and shall not place obstacles or goods that prevent free, safe and proper access to these places. | 23.5 | Zakupac neće biti ovlašten da na bilo koji način upotrebljava trotoare, puteve, prolaze i bilo koje druge Zajedničke Površine, osim za svrhu za koju su Zajedničke Površine namenjene. Zakupac neće blokirati i/ili izazvati bilo kakvu smetnju prolazima za slučaj opasnosti i za hitne slućajeve i putevima za spāsavanje i neće postavljati prepreke ili stvari koje onemogućavaju slobodan, bezbedan i pravilan pristup ovim mestima. |
| 23.6 | The Tenant shall not place in the sewage system waste, whose quality and quantity could damage this system, or damage its proper activity, or that could endanger the ordinary use of water –supply and sewage systems. The Tenant must take care that solid materials will not be | 23.6 | Zakupac neće unositi u kanalizacioni sistem otpad Ćiji bi kvalitet i kolićina mogli da oštete ovaj sistem ili da ometu njegovo ispravno funkcionisanje ili koji bi mogli da ugroze uobićajenu upotrebu sistema vodonoda i kanalizacije. Zakupac mora da vodi računa o tome da u |

found in the wastewater that might harm the pipes and the sewage pipes, the measuring devices, purification devices or that might block them. The Tenant shall vacate waste from his business only to the places intended for this in the Shopping Center and at the time determined by the Landlord and/or the Management Company.

otpadnim vodama ne budu čvrsti materijali koji bi mogli da oštete cevi i kanalizacione cevi, sprave za merenje, sprave za čišćenje ili dovedu do njihovog zagušenja. Zakupac će odlagati otpad iz svog prostora samo na mesta koja su za to namenjena u Tržnom Centru i u vreme koje odredi Zakupodavac i/ili Društvo za Management.

23.7 The Tenant shall not use, store, manufacture, produce or expose in any manner toxic or hazardous waste or any environmentally harmful substances (hazardous or harmful substances) in the Leased Premises or in the Common Areas. The Tenant shall in advance inform in writing the Landlord about the disposal of any harmful or hazardous substance and ask for his permission. The Tenant agrees that, in case the Tenant, its representatives, employees, visitors or other persons in the Leased Premises or the Common Areas, expose hazardous or harmful substances, the Landlord shall be entitled to destroy or remove such substances at the Tenant's expense, unless the Tenant himself, undertakes such measures, without delay. The Landlord shall not be liable for any damages suffered by the Tenant or third party due to such protection measures. The Tenant shall compensate the Landlord and/or third party all costs related to taking such measures.

23.7 Zakupac se obavezuje da ne upotrebljava, skladišti, pravi, proizvodi ili izlaže na bilo koji način otrovni ili opasan otpad ili bilo kakve supstance opasne po okolinu (opasne ili štetne supstance) u Zakupljenom Prostoru ili u Zajedničkim Površinama. Zakupac će unapred pismeno obavestiti Zakupodavca o odlaganju svake štetne ili opasne supstance i tražiti odobrenje za isto. U slučaju da Zakupac, njegovi predstavnici, zaposleni, posetioци ili druge osobe, u Zakupljenom Prostoru ili Zajedničkim Površinama izlože opasne ili štetne supstance, Zakupac je saglasan da Zakupodavac može preuzeti mere uništenja ili uklanjanja tih supstanci na trošak Zakupca, osim ako Zakupac sam ne preduzme takve mere, bez odlaganja. Zakupodavac neće biti odgovoran za štetu koju pretrpi Zakupac ili treća lica kao posledicu ovih mera zaštite. Zakupac će Zakupodavcu i/ili trećim licima naknaditi sve troškove u vezi sa preuzimanjem tih mera.

23.8 The breach of any obligation of the Tenant determined by the provisions of this Section 23 shall constitute a fundamental breach of this Agreement by the Tenant.

23.8 Kršenje bilo koje obaveze Zakupca utvrđene odredbama ovog Odeljka 23 smatraće se grubim kršenjem ovog Ugovora od strane Zakupca.

24. CHANGES AND ADDITIONS TO THE LEASED PREMISES

24. IZMENE I PROŠIRENJA ZAKUPLJENOG PROSTORA

24.1 The Tenant shall not be allowed to carry out any structural alterations, additions, repairs, replacements, installation or other works and changes in the Leased Premises without obtaining the prior written consent of the Landlord and under the terms that shall be determined by the Landlord (hereinafter: "Changes"). Performing the Changes by the Tenant without the Landlord's approval as defined in this Section constitutes a fundamental breach of this Agreement. Without derogating from the rights of the Landlord according to the provisions of this Agreement, the Tenant shall be

24.1 Zakupac neće biti ovlašćen da izvrši bilo kakve strukturalne izmene, dograđivanja, popravke, zamene, instalacione i druge radove i izmene u Zakupljenom Prostoru bez prethodne pisane saglasnosti Zakupodavca i pod uslovima koji će biti utvrđeni od strane Zakupodavca (u daljem tekstu: "Izmene"). Vršenje izmena od strane Zakupca bez saglasnosti Zakupodavca kako je definisana u ovom Odeljku, predstavlja grubo kršenje ovog Ugovora. Ne isključujući prava Zakupodavca po ovom Ugovoru, Zakupac će biti obavezan da odmah po prijemu zahteva Zakupodavca, o



required, immediately upon receipt of the Landlord's demand, to remove at his expense any addition or change that the Landlord did not consent

- 24.2 If the Tenant did not remove the Changes, entirely or partially, after the Landlord demanded him to do so and within the time period determined by the Landlord, the Landlord shall be entitled to remove such Changes in place of the Tenant and at the Tenant's expense, without derogating from any remedy and/or relief and/or right conferred upon the Landlord according to the Agreement and/or according to any Applicable Law. The non-fulfillment of the Landlord's instruction as mentioned in this Article above constitutes a fundamental breach of this Agreement.

25. SAFEGUARDING COPYRIGHTS

- 25.1 The Tenant declares and undertakes that he shall not use the music or songs or other copyright works which breach any copyright without proper payment of remuneration due to the copyright owners. The Tenant alone shall be responsible for payment to the competent authorities and copyright owners including organizations and societies for collective protection of copyrights such as: SOKOJ, OFPS, Organization PI and any other representing bodies and organizations. The Tenant shall indemnify the Landlord for any claim or demand and cost that shall be caused to the Landlord in connection with the non-fulfillment of these obligations determined in this Section.

26. SIGNS AND ADVERTISEMENTS

- 26.1 The Tenant shall install Signs and Advertisements in the Leased Premises, subject to the prior written approval of the Landlord with respect to the shape of the Sign and Advertisement, their contents and location and the manner of their installations and posting and subject to the provisions of any Applicable Law, including receipt of

sopstvenom trošku, ukloni svaku izmenu sa kojom se Zakupodavac nije saglasio.

- 24.2 Ukoliko Zakupac ne ukloni izmene, u potpunosti ili delimično, nakon što je Zakupodavac od njega to zahtevao i u roku određenom od strane Zakupodavca, Zakupodavac će imati pravo da umesto Zakupca i o njegovom trošku ukloni takve izmene, ne isključujući time bilo koji pravni lek i/ili pravno sredstvo i/ili pravo koje Zakupodavac ima prema ovom Ugovoru i/ili prema bilo kom Relevantnom Propisu. Nespunjenje Zakupodavčevog zahteva kako je određeno napred u ovom članu predstavlja grubo kršenje ovog Ugovora

25. ZAŠTITA AUTORSKIH PRAVA

- 25.1 Zakupac izjavljuje i obavezuje se da neće koristiti muziku ili pesme ili druga autorska dela čijom upotrebom se krši bilo koje autorsko pravo, bez propisnog plaćanja naknade nosiocima autorskih prava. Isključivo Zakupac će biti odgovoran za plaćanje nadležnim organima i nosiocima autorskih prava, uključujući organizacije i društva za kolektivnu zaštitu autorskih prava, kao što su: Organizacija muzičkih autora Srbije (SOKOJ), Organizacija za kolektivno ostvarivanje prava proizvođača fonograma (OFPS), Organizacija za kolektivno ostvarivanje prava interpretatora (PI) i bilo kojim drugim predstavničkim telima i organizacijama. Zakupac će nadoknaditi štetu Zakupodavcu po osnovu bilo kog potraživanja ili zahteva ili troška koji će biti izazvani za Zakupodavca u vezi sa neispunjenjem njegovih obaveza utvrđenih ovim Odeljkom.

26. ZNAKOVI I REKLAME

- 26.1 Zakupac će postaviti Znakove i Reklame u Zakupljenom Prostoru, uz prethodno pisano odobrenje Zakupodavca koje se odnosi na oblik Znakova i/ili Reklame, njihovu sadržinu i lokaciju, način njihovog instaliranja i postavljanja i pod uslovima predviđenim Relevantnim Propisima, uključujući i pribavljanje dozvole od

a permit from the competent Authority. To eliminate doubt, the Tenant's Sign and Advertisement, their contents and design shall be as customary in the Tenant's chain of business. Without derogating from the aforesaid, the Tenant shall bear all costs with respect to obtaining permits and, upon installation, use and maintenance of the Tenant's Signs and Advertisements and the areas where the same are located, fully pay the fee for Signs and Advertisements and the use of public spaces, as well as all other levies, charges, expenses, taxes and obligatory payments of any type, with respect to the Sign and Advertisement and/or the installation, use, possession or maintenance of the Sign and Advertisement or the areas where the same are located, whether they are placed in the Leased Premises or near it and whether they are placed in the area of the Shopping Center together with other signs and advertisements or alone and Tenant shall reimburse the Landlord for any costs the Landlord may have due to installation and/or display of any such Sign and/or Advertisement or for any costs, fine, penalty and similar the Landlord may be liable for as a result of the breach by the Tenant of Applicable Laws pertaining to installation and display of such Signs and/or Advertisements. The Tenant shall be obliged to perform all required works in connection with maintenance and repair of the Sign/Advertisement at its own expense

26.2 The Landlord shall be entitled to place the Tenant's Sign together with the signs of the other tenants, in the Shopping Center and/or outside of it and the Tenant shall bear the costs of his share in the Signs as mentioned and the fees with respect to it.

26.3 The Tenant hereby explicitly agrees that the Landlord exclusively shall have the right to determine procedures and rules pertaining to the form of all Signs and Advertisements in the Shopping Center, the manner of their assembly and/or installation as well as all other terms of posting of Signs and Advertisements in the Shopping Center, including external walls and areas of the Shopping Center and to change them as necessary from time to time. The Tenant shall not place Signs and Advertisements, on the internal and/or external walls of

Nadležnog Organa. Radi otklanjanja svake sumnje, Znak i Reklama Zakupca, njihova sadržina i dizajn će biti onakvi kakve Zakupac koristi u svom poslovnom lancu. Ne isključujući napred navedeno, Zakupac će u celosti snositi sve troškove u vezi sa pribavljanjem dozvola i, postavljanjem Znakova i Reklama Zakupca, korišćenjem i održavanjem Znakova i Reklama Zakupca i površina na kojima se isti nalaze, plaćati naknadu za isticanje Znakova i Reklama i korišćenje javnih površina, kao i sve druge namete, naknade, troškove, takse, i obavezna davanja bilo kog tipa, koja se odnose na Znak i Reklamu i/ili na postavljanje, korišćenje, državinu ili održavanje Znaka i Reklame ili površina na kojima se isti nalaze, bilo da su oni postavljeni u Zakupljenom Prostoru ili u njegovoj blizini ili u okviru površine Tržnog Centra zajedno sa drugim znakovima i reklamama ili samostalno i nadoknadiće Zakupodavcu sve troškove koje bi Zakupodavac mogao da ima zbog postavljanja i/ili prikazivanja takvog Znaka i Reklame, kao i sve troškove, kazne, penale i slično koje Zakupodavac može snositi kao rezultat kršenja relevantnih Propisa koji se tiču postavljanja i prikazivanja takvih Znakova i Reklama od strane Zakupca. Zakupac će biti obavezan da izvede sve neophodne radove vezane za održavanje i popravke Znaka/Reklame o svom trošku

26.2 Zakupodavac će biti ovlašćen da Znak Zakupca postavlja zajedno sa znakovima drugih zakupaca, u Tržnom Centru i/ili izvan njega i Zakupac će proporcionalno svom udelu učestvovati u troškovima i naknadama u vezi sa tim.

26.3 Zakupac je izričito saglasan da Zakupodavac ima isključivo pravo da odlučuje o postupku i pravilima koja se tiču oblika svih Znakova i Reklama u Tržnom Centru, načinu njihovog montiranja i/ili postavljanja kao i o ostalim uslovima postavljanja Znakova i Reklama u Tržnom Centru, uključujući i spoljne zidove i površine Tržnog Centra, kao i o njihovim eventualnim izmenama kada je to neophodno. Zakupac neće postavljati Znakove i Reklame na unutrašnje i spoljašnje zidove Zakupljenog Prostora ili Tržnog Centra i/ili na izlog Zakupljenog



the Leased Premises or the Shopping Center and/or the shop window of the Leased Premises on both of its sides, nor shall he be entitled to distribute pamphlets, stickers and any other advertising material in the area of the Leased Premises or outside of it, without the prior written consent of the Landlord, who shall be entitled to refuse according to his absolute exclusive discretion.

26.4 If stipulated by the provisions of Appendix "A" of the Agreement, the Tenant shall lease an area on the totem/pylon which is part of the Common Areas of the Shopping Center, to be used for placement of the Tenant's Sign/Advertisement. All the provisions of this Section 26 of the Agreement are applicable to the lease of the area on the Shopping Center's totem/pylon, while the lease terms, the amount of rent, and all other special conditions for the lease of the area on the Shopping Center's totem/pylon shall be defined by the provisions of Appendix "A" of the Agreement. For the avoidance of doubt, the Tenant is in all cases obliged to use the leased area on the Shopping Center's totem/pylon with due care, without executing any installations, maintenance or cleaning works, and/or any other action to the leased area on the Shopping Center's totem/pylon and/or in the vicinity of the Shopping Center's totem/pylon which may cause damage and/or negatively affect the Landlord, the Shopping Center and other Tenants in the Shopping Center in any manner. The lease of an area on the Shopping Center's totem/pylon can be terminated by the Landlord, Irrespective of the termination of the Lease Agreement, in case of the Tenant's breach of its obligations with respect to the use or maintenance of the Sign/Advertisement or areas on which they are placed, including but not limited to the payment of rent or other expenses or fees in accordance with this Agreement and Appendix "A", in which case the Tenant shall be obliged to, without delay and at its own cost, in accordance with the provisions of Article 26.6 of the Agreement, remove the Sign/Advertisement from the Shopping Center's totem/pylon..

26.5 The Tenant shall be obliged to use the name and/or the trademark of the Shopping Center, in the manner that shall be previously approved in writing by the Landlord,

Prostora sa obe njegove strane, niti će imati pravo da deli pamflete, nalepnice i bilo koji drugi reklamni materijal u Zakupljenom Prostoru ili van njega, bez prethodne pisane saglasnosti Zakupodavca, koji će biti ovlašćen da odbije davanje saglasnosti, prema svojoj potpuno i isključivo diskrećionoj odluci

26.4 Ukoliko je tako predviđeno odredbama Priloga "A" Ugovora, Zakupac uzima u zakup površinu na totemu/pilonu koji je deo Zajedničkih Površina Tržnog Centra, a koja će se koristiti u svrhu postavljanja Zakupčevog Znaka/Reklame. Sve odredbe ovog Odeljka 26 Ugovora primenjujuće se i na zakup površine na totemu/pilonu Tržnog Centra, dok će trajanje zakupa, iznos zakupnine, i svi drugi posebni uslovi zakupa površine na totemu/pilonu Tržnog Centra biti definisani Prilogom „A“ Ugovora. Radi izbegavanja sumnje, Zakupac je u svakom slučaju u obavezi da zakupljenu površinu na totemu/pilonu Tržnog Centra koristi sa dužnom pažnjom, ne preduzimajući bilo kakve radove na instalaciji, održavanju, čišćenju ili bilo koju drugu radnju na zakupljenoj površini na totemu/pilonu Tržnog Centra i/ili u blizini totema/pilona Tržnog Centra koja može oštetiti i/ili remetiti i/ili negativno uticati u bilo kom smislu na Zakupodavca, Tržni Centar i ostale Zakupce u Tržnom Centru. Zakup površine na totemu/pilonu Tržnog Centra za postavljanje Zakupčevog Znaka/Reklame može biti raskinut od strane Zakupodavca nezavisno od raskida Ugovora o zakupu ukoliko Zakupac krši obaveze predviđene ovim Ugovorom u pogledu korišćenja ili održavanja Zakupčevog Znaka/Reklame ili površine na kojoj se isti nalaze, uključujući ali se ne ograničavajući na plaćanje zakupnine ili drugih troškova ili naknada u skladu sa ovim Ugovorom i Prilogom „A“. u kom slučaju je Zakupac dužan da bez odlaganja, o sopstvenom trošku, u skladu sa odredbama člana 26.6 ovog Ugovora, ukloni predmetni Znak/Reklamu sa totema/pilona Tržnog Centra.

26.5 Zakupac je dužan da koristi naziv i/ili znak Tržnog Centra, na način prethodno odobren pisanim putem od strane Zakupodavca, tokom promocija i svih drugih

during promotions and all other advertising activities related to his business in the Shopping Center.

26.6 The Landlord shall be entitled to, at the Tenant's expense, remove any Sign and/or Advertisement that shall be placed by the Tenant in breach of the provisions of this Section, after a warning of 8 (eight) days in advance. In any case, the Tenant shall solely be responsible to, upon termination of the Lease Agreement on any grounds, not later than by the Vacation Date, remove all of its Signs and Advertisements, whether they are placed in the Leased Premises or in its vicinity or whether they are placed in the area of the Shopping Center together with other signs and advertisements or independently, and the Tenant shall repair any damage caused by removal of the Tenant's Signs and Advertisements. Otherwise, in addition to any other remedy or relief conferred upon the Landlord according to this Agreement and/or according to any Applicable Law, the Landlord shall be entitled to, independently or by engaging a third party, remove every Sign and Advertisement of the Tenant and/or repair any damage, and to store the removed Signs and Advertisements anywhere according to Landlord's sole discretion, whereas the Tenant shall be obliged to refund the Landlord for all costs and damages caused to the Landlord in connection therewith, within 10 (ten) days after the date of issuance of the invoice.

26.7 The Tenant hereby authorizes the Landlord to use, without any compensation, the Tenant's name, brand, sign and mark for the purpose of marketing activities for promotion of the Shopping Center and its activities, and guarantees to the Landlord that it has all rights and authorizations with respect to the use of the same, including the authorization to grant such right to the Landlord, and that it shall be obliged to indemnify the Landlord for any damage caused to the Landlord due to the unauthorized use of the same by the Tenant.

26.8 The breach of any obligation of the Tenant determined by the provisions of this Section 26 shall constitute a fundamental breach of this Agreement by the Tenant.

marketinjskih aktivnosti u vezi sa njegovim poslovanjem u Tržnom Centru.

26.6 Zakupodavac će biti ovlašćen da, o trošku Zakupca, ukloni bilo koji Znak i/ili Reklamu koji Zakupac bude postavio kršeći odredbe ovog Odeljka, nakon upozorenja datog 8 (osam) dana unapred. U svakom slučaju, Zakupac je dužan da, po prestanku Ugovora o zakupu po bilo kom osnovu, najkasnije do Dana Iseljjenja, o sopstvenom trošku ukloni svaki svoj Znak i Reklamu, bilo da su oni postavljeni u Zakupljenom Prostoru ili u njegovoj blizini ili u okviru površine Tržnog Centra zajedno sa drugim znakovima i reklamama ili samostalno, i izvršiće popravku bilo kakvih oštećenja koja nastanu usled uklanjanja Znakova i Reklama Zakupca. U protivnom, Zakupodavac će, pored svih ostalih prava i/ili pravnih lekova i/ili pravnih sredstava predviđenih ovim Ugovorom ili Relevantnim Propisima, imati pravo da samostalno ili angažovanjem trećeg lica ukloni svaki Znak i Reklamu Zakupca i/ili da izvrši popravku bilo kakvih oštećenja, kao i da uklonjene Znakove i Reklame skladišti bilo gde po sopstvenoj diskrecionoj odluci, pri čemu će Zakupac biti dužan da Zakupodavcu nadoknadi sve troškove i štetu koji su mu prouzrokovani u vezi sa napred navedenim, u roku od 10 (deset) dana od dana izdavanja fakture Zakupodavca.

26.7 Zakupac ovim ovlašćuje Zakupodavca da, bez ikakve naknade, koristi Zakupčevo Ime, robnu marku, znak i žig u cilju sprovođenja marketinjskih aktivnosti radi promocije Tržnog centra i njegovih aktivnosti i garantuje mu da ima sva prava i ovlašćenja u vezi sa korišćenjem istih, uključujući i ovlašćenje da ovo pravo garantuje Zakupodavcu, te se obavezuje da nadoknadi svu štetu nastalu Zakupodavcu usled neovlašćene upotrebe istih od strane Zakupca.

26.8 Kršenje bilo koje obaveze Zakupca utvrđene odredbama ovog Odeljka 26 smatraće se grubim kršenjem ovog Ugovora od strane Zakupca.



27. LIABILITY AND DAMAGES

27.1 The Tenant alone shall be responsible for maintaining the Leased Premises and its contents in accordance with this Agreement and he shall be liable towards any person and/or entity and/or Authority for any damage and/or injury and/or loss and/or destruction and/or harm (whether direct or indirect) of any kind or type, that shall be caused to any person and to any property in the Leased Premises and/or outside of it as a result of and/or in connection with the use and possession of the Leased Premises and/or the management of the Tenant's business, and that was caused as a result of the condition of the Leased Premises and/or the equipment installed in it and/or as a result of the work, the business and/or any action or omission committed by the Tenant and/or anyone acting on his behalf and/or under his authorization within the Leased Premises – all the foregoing whether committed by the Tenant or by someone acting on its behalf, including its employees, agents, contractors, suppliers and/or other persons in his service, visitors and/or any other person acting on his behalf and/or under his authorization, whether they are in the Leased Premises by permission or not, whether they are in the Leased Premises by chance or whether for another reason, except if such damage was caused due to the willful misconduct and/or gross negligence of the Landlord and/or the Management Company and/or by anyone on their behalf.

27.2 The Tenant shall be liable for any damage and bear any other liability due to the breach or non-fulfillment in full of all the provisions of Applicable Laws and/or license and/or permit in connection with the Tenant's activity and use of the Leased Premises.

27.3 Without derogating from the aforesaid, the Tenant shall compensate and indemnify the Landlord for any damage and/or cost, including legal costs, for any claim and demand or judgment that were caused to the Landlord as a result of the Tenant's action or omission.

28. INSURANCE

27. ODGOVORNOST I NAKNADA ŠTETE

27.1 Isključivo će Zakupac biti odgovoran za održavanje Zakupljenog Prostora i njegovog sadržaja u skladu sa ovim Ugovorom i biće odgovoran prema bilo kom licu i/ili subjektu i/ili Nadležnom Organu za bilo koju štetu i/ili povredu i/ili gubitak i/ili oštećenje ili uništenje (bilo direktno ili indirektno) bilo koje vrste ili tipa, koji će biti izazvani bilo kom licu i bilo kojoj imovini u Zakupljenom Prostoru i/ili izvan njega, kao rezultat i/ili u vezi sa korišćenjem i državinom Zakupljenog Prostora i/ili poslovanjem Zakupca i koji budu izazvani kao rezultat stanja Zakupljenog Prostora i/ili opreme postavljene u njemu i/ili kao rezultat rada, poslovanja i/ili bilo koje činidbe ili propuštanja od strane Zakupca i/ili bilo koga ko postupa u njegovo ime i/ili po njegovom ovlašćenju u Zakupljenom Prostoru – sve napred navedeno se primenjuje bilo da je izvršeno od strane Zakupca ili nekog ko postupa u njegovo ime, uključujući njegove zaposlene, zastupnike, izvođače, dobavljače i/ili druga lica u njegovoj službi, posetioce i/ili bilo koja druga lica koja postupaju u njegovo ime i/ili po njegovom ovlašćenju, bilo da su u Zakupljenom Prostoru uz dozvolu ili ne, bilo da su u Zakupljenom Prostoru slučajno ili iz nekog drugog razloga, osim ako je takva šteta izazvana namerom i/ili grubom nepažnjom Zakupodavca i/ili Društva za Menadžment i/ili bilo kog lica koje postupa u njihovo ime.

27.2 Zakupac će odgovarati za bilo koju štetu i snositi bilo koju drugu odgovornost usled kršenja ili neispunjenja u potpunosti svih odredaba Relevantnih Propisa i/ili odobrenja i/ili dozvola u vezi sa Zakupčevom delatnošću i korišćenjem Zakupljenog Prostora.

27.3 Ne odstupajući od napred navedenog, Zakupac će naknaditi štetu Zakupodavcu u pogledu bilo koje štete i/ili troška, uključujući pravne troškove, za bilo koje potraživanje ili zahtev ili odluku koji su izazvani za Zakupodavca kao rezultat Zakupčevih činidbi ili propuštanja.

28. OSIGURANJE

28.1 Without derogating from the Tenant's liability and liability of a Person authorized to operate the Leased Premises on his behalf according to any Applicable Law and/or according to the provisions of this Agreement, before the Delivery Date and/or before the date of the commencement of the performance of any works in the Leased Premises by the Tenant and/or on his behalf and/or for him – the earlier of those two dates, the Tenant undertakes to take out and maintain, at his expense and with an authorized reputable insurance company approved by the Landlord, insurance for construction and/or montage works, by which, as coinsured shall be covered: the Tenant, contractors and sub-contractors, the Landlord and the Management Company, according to the terms and for the period as specified in the "confirmation of insurance coverage taken for construction works" attached to this Agreement as Appendix "D 1" constituting an inseparable part thereof (hereinafter: the "Confirmation of Construction Works Insurance") and to the extent applicable according to Serbian regulations and available on the Serbian insurance market, whereby the insurance amounts, i.e. liability limits shall be determined in the reasonable amounts and previously approved in written by the Landlord. Construction works insurance shall provide coverage against all the risks involved with all construction and/or montage works performed by the Tenant and/or by a person authorized to operate the Leased Premises on his behalf and/or with all construction and/or montage works performed on their behalf and/or for them in the Leased Premises, and for any investment in the Leased Premises including equipment, systems and machines that shall serve performing of the works, their incorporation/montage, performing of the Tenant's business as well as renovations, improvements, changes and additions that shall be made in the Leased Premises. In case of performing of any construction and/or montage works by the Tenant during the Leased Period, in addition to the fulfillment of all other conditions prescribed by the provisions of this Agreement, the Tenant shall be obliged to take out and maintain, at his expense and with an authorized reputable insurance company approved by the Landlord insurance for such works and

28.1 Ne isključujući odgovornost Zakupca i odgovornost Lica ovlašćenog da konsti Zakupljeni Prostor u njegovo ime, u skladu sa Relevantnim Propisima i/ili odredbama ovog Ugovora, Zakupac prihvata da, pre Dana Predaje i/ili pre otpočinjanja bilo kakvih radova u Zakupljenom Prostoru od strane Zakupca i/ili u njegovo ime i/ili za njegov račun – na raniji od ta dva datuma, sa ovlašćenim i renomiranim osiguravajućim društvom koje je odobreno od strane Zakupodavca zaključi i održava o sopstvenom trošku ugovor o osiguranju građevinskih i/ili montažnih radova, kojim će, kao koosiguranici biti obuhvaćeni: Zakupac, izvođači i podizvođači, Zakupodavac i Društvo za Menadžment, u skladu sa uslovima i za period određen u „Potvrdi o osiguranju građevinskih radova“ priloženoj uz ovaj Ugovor kao Prilog „D 1“ koji čini njegov sastavni deo (u daljem tekstu: „Potvrda o Osiguranju Građevinskih Radova“) u onoj meri u kojoj je takvo osiguranje u skladu sa srpskim propisima i dostupno na srpskom tržištu osiguranja, pri čemu će sume osiguranja, odnosno limiti pokrivena biti utvrđeni u razumnom iznosu i prethodno odobreni pisanim putem od strane Zakupodavca. Osiguranje građevinskih radova obuhvataće sve rizike u vezi sa svim građevinskim i/ili montažnim radovima koje izводи Zakupac i/ili lice ovlašćeno na korišćenje Zakupljenog Prostora od strane Zakupca i/ili u vezi sa građevinskim i/ili montažnim radovima izvršenim u njihovo ime i/ili za njihov račun u Zakupljenom Prostoru, kao i bilo koje investicije u Zakupljeni Prostor uključujući opremu, sisteme i mašine koji služe izvođenju radova, njihovoj ugradnji/montaži, odnosno obavljanju delatnosti Zakupca, kao i popravke, adaptacije, poboljšanja, promene i proširenja učinjena u Zakupljenom Prostoru. Zakupac je dužan da u slučaju izvođenja bilo kakvih građevinskih i/ili montažnih radova tokom trajanja Perioda Zakupe, uz ispunjenje svih ostalih uslova propisanih odredbama ovog Ugovora, sa ovlašćenim i renomiranim osiguravajućim društvom koje je odobreno od strane Zakupodavca zaključi i održava o sopstvenom trošku ugovor o osiguranju predmetnih radova i dostavi Zakupodavcu nove Potvrde o Osiguranju Građevinskih Radova u svemu u skladu sa gore navedenim uslovima.



furnish the Landlord the confirmation of Construction Works Insurance in compliance with the terms and conditions stated above.

28.2 Without the need for any demand or approach by the Landlord and before entry into the Leased Premises according to the provisions of this Agreement above, the Tenant undertakes to furnish the Landlord a Confirmation of Construction Works Insurance legally signed by the insurer, which has to be previously approved in written by the Landlord. The Tenant declares that he is aware that the furnishing of such confirmation is a prerequisite for the transfer of possession of the Leased Premises and the performance of the Fit-Out Works in the Leased Premises and that the Landlord shall be entitled to prevent the Tenant from performing Fit-Out Works in the Leased Premises and/or the transfer of possession of the Leased Premises in the event such Confirmation of Construction Work Insurance shall not be furnished before the said date.

28.3 Without derogating from the Tenant's liability according to any Applicable Law and/or according to the provisions in this Agreement, from the date of opening the Tenant's business in the Leased Premises or from the date any objects are put in the Leased Premises (unless the objects are included in the insured works according to Article 28.1 above) – the earlier of those two dates – the Tenant undertakes to take out and maintain, at his expense, for the entire duration of the Lease Term (including any extension of the Lease Term) all of the insurances specified in the "confirmation of insurance coverage taken for the Tenant" attached to this Agreement as Appendix "D 2" constituting an inseparable part hereof (hereinafter, the "Confirmation of Tenant's Insurances") at an authorized reputable insurance company approved by the Landlord (hereinafter referred to as: the "Leased Premises Insurances"), whereby the insurance amounts, i.e. liability limits shall be determined in the reasonable amounts and previously approved in written by the Landlord. The Landlord shall be entitled to prevent the Tenant from opening of his business in the Leased Premises and/or putting objects as mentioned in the event that such confirmation, previously approved in

28.2 Bez potrebe za prethodnim dostavljanjem bilo kakvog zahteva ili poziva Zakupodavca i pre ulaska Zakupca u posed Zakupljenog Prostora u skladu sa gore navedenim odredbama ovog Ugovora, Zakupac prihvata da Zakupodavcu dostavi Potvrdu o Osiguranju Građevinskih Radova sa potpisom osiguravača koja prethodno mora biti odobrena u pisanoj formi od strane Zakupodavca. Zakupac izjavljuje da je svestan da je dostavljanje takve potvrde uslov za prenos državine Zakupljenog Prostora i izvođenje Radova na Opremanju Zakupljenog Prostora i da će Zakupodavac biti ovlašćen da spreči Zakupca da izvodi Radove na Opremanju Zakupljenog prostora i/ili da spreči prenos državine Zakupljenog Prostora u slučaju da mu nije predata takva Potvrda o Osiguranju Građevinskih Radova do navedenog datuma.

28.3 Ne isključujući odgovornost Zakupca prema Relevantnim Propisima i/ili odredbama ovog Ugovora, Zakupac prihvata da počev od dana otpočinjanja obavljanja delatnosti Zakupca u Zakupljenom Prostoru ili od dana unošenja bilo kakvih predmeta u Zakupljeni Prostor (osim ukoliko su predmeti uključeni u osigurane radove u skladu sa članom 28.1) – na raniji od ta dva datuma, o sopstvenom trošku zaključi i održava u toku celokupnog trajanja Perioda Zakupa (uključujući i bilo kakvo produženje Perioda Zakupa) ugovor o svim vrstama osiguranja određenih u „potvrdi o osiguranju Zakupca“ priloženoj uz ovaj Ugovor kao Prilog „D 2“ koji čini njegov sastavni deo (u daljem tekstu: „Potvrda o Osiguranju Zakupca“) sa ovlašćenim i renomiranim osiguravajućim društvom odobrenim od strane Zakupodavca (u daljem tekstu: „Osiguranje Zakupljenog Prostora“), pri čemu će sume osiguranja, odnosno limiti pokriva biti utvrđeni u razumnom iznosu i prethodno odobreni pisanim putem od strane Zakupodavca. Zakupodavac će biti ovlašćen da spreči Zakupca da otpočne sa poslovanjem u Zakupljenom Prostoru i/ili unošenjem predmeta kao što je navedeno u slučaju da mu takva potvrda, prethodno odobrena u pisanoj formi od strane Zakupodavca, nije

written by the Landlord, was not furnished to the Landlord before the Tenant's entry into the Leased Premises.

28.4 The Tenant undertakes to update the insurance amounts, from time to time, so that they will always reflect the full cost of reinstating the insured property, including additions and improvements, providing that such insurance amounts have to be previously approved in written by the Landlord.

28.5 The Tenant declares that he shall have no objection and/or demand and/or claim against the Landlord and/or the Management Company and/or those on their behalf and/or other Tenants in the Shopping Center for damage for which the Tenant is entitled to be indemnified according to the insurances that were taken out according to the Confirmation of Construction Works Insurance i.e. Confirmation of the Tenant's Insurances, as well as all other additional or supplementary insurances that may be taken out in accordance with this Agreement, and he hereby releases the Landlord and/or the Management Company and/or those on their behalf and/or other Tenants from any responsibility for damage as mentioned, and provided – with respect to the other Tenants in the Shopping Center – that in their leases or in any other agreement that confers upon them rights in the Shopping Center, a parallel clause is included regarding the exemption from liability towards the Tenant. The aforesaid in this section shall add (and not derogate) from any other provision in this Agreement and/or in the Management Agreement regarding the exemption from liability towards the Landlord and/or the Management Company.

28.6 In order to eliminate doubt it is clarified that the non-furnishing of the insurances confirmations on the date specified in Articles 28.1 and 28.3 above, shall not derogate from the Tenant's undertakings according to this Agreement, including and without derogating from the generality of the provisions of this Agreement, any payment that applies to the Tenant, and the Tenant undertakes to fulfill all of his undertakings under this Agreement also if he is prohibited from performing works and/or receiving possession in the Leased

dostavljena pre ulaska Zakupca u posed Zakupljenog Prostora.

28.4 Zakupac prihvata da periodično usklađuje sume osiguranja tako da one uvek odražavaju punu cenu restitucije osiguranih dobara, uključujući dodatke i poboljšanja, s tim da navedene sume moraju prethodno biti odobrene u pisanoj formi od strane Zakupodavca.

28.5 Zakupac izjavljuje da neće isticati bilo kakve prigovore i/ili zahteve i/ili potraživanja prema Zakupodavcu i/ili Društvu za Menadžment i/ili onima koji postupaju u njihovo ime i/ili drugih Zakupaca u Tržnom Centru za štetu koja je pokrivena u skladu sa osiguranjem iz Potvrde o osiguranju građevinskih radova, odnosno Potvrde o Osiguranju Zakupca, kao i svih drugih dodatnih ili dopunskih osiguranja koja mogu biti zaključena u skladu sa ovim Ugovorom, i on ovim oslobađa Zakupodavca i/ili Društvo za Menadžment i/ili one koji postupaju u njihovo ime i/ili druge Zakupce od odgovornosti za štetu kako je navedeno, uz uslov da je – s obzirom na druge Zakupce u Tržnom Centru – u njihovim ugovorima o zakupu ili drugom sporazumu koji im daje prava u vezi sa Tržnim Centrom uključena paralelna odredba u vezi sa oslobodenjem od odgovornosti prema Zakupcu. Sve gore navedeno u ovom Odeljku dopunjuje i ne isključuje ostale odredbe ovog Ugovora i/ili Ugovora o Pružanju Menadžment Usluga u vezi sa isključenjem odgovornosti Zakupodavca i/ili Društva za Menadžment.

28.6 Radi otklanjanja svake sumnje, pojašnjava se da nedostavljanje potvrda o osiguranju u rokovima određenim članovima 28.1 i 28.3 kao što je gore navedeno neće isključiti obaveze Zakupca prema ovom Ugovoru uključujući ali se ne ograničavajući na sva plaćanja koja padaju na teret Zakupca i Zakupac prihvata da izvrši sve obaveze u skladu sa ovim Ugovorom čak iako je sprečen da izvede radove i/ili primi u državinu Zakupljeni Prostor i/ili unese predmete u Zakupljeni



Premises and/or putting objects in the Leased Premises and/or opening his business in the Leased Premises, due to not presenting the confirmations on time

Prostor i/ili otpočne sa poslovanjem u Zakupljenom Prostoru ako nije dostavio potvrde na vreme.

28.7 The Tenant undertakes to fulfill the terms of the insurance policies, to pay the insurance premiums and other expenses in full and on time and to ascertain that the Premises Insurance policies shall be renewed from time to time according to need and shall be valid for the entire duration of the Lease Term.

28.7 Zakupac prihvata da u potpunosti i blagovremeno ispunjava uslove iz polisa osiguranja, da plati premije i druge troškove u vezi sa osiguranjem kao i da se stara da polise osiguranja Zakupljenog Prostora budu obnovljene prema potrebi i da važe za sve vreme trajanja Perioda Zakupa.

28.8 Not later than 30 days before the expiry of the Leased Premises Insurance policies, the Tenant undertakes to deposit the Landlord a confirmation of insurance as mentioned in Article 28.3 above for the extension of their validity by one additional year. The Tenant undertakes to repeat and deposit the confirmation of insurance at the times stipulated per insurance year and as long as this Agreement is valid.

28.8 Zakupac prihvata da, najkasnije 30 dana pre isteka polisa osiguranja Zakupljenog Prostora, preda Zakupodavcu potvrdu o osiguranju kao što je navedeno u članu 28.3 sa produženim važenjem na sledećih godinu dana. Zakupac prihvata da ponovi i dostavi potvrdu osiguranja u predviđenom vremenu za svaku godinu osiguranja i za sve vreme važenja Ugovora.

28.9 The Landlord is entitled to check the insurance confirmations that shall be furnished by the Tenant as mentioned above, and the Tenant undertakes to make any changes or amendments with the insurance company required by the Landlord in order to adjust them to the Tenant's undertakings according to this Agreement. The Tenant declares and undertakes that the Landlord's right to supervise with respect to the insurance confirmations and his right to order the amendments of these insurances as said above and the Landlord's intervention with respect to taking out the different insurances by the Tenant, does not impose on the Landlord and/or on anyone on his behalf any obligation and any liability regarding the Insurance confirmation and regarding the said insurances, their type, extent and validity or regarding the lack of them, and they cannot derogate from any obligation that is imposed on the Tenant according to this Agreement.

28.9 Zakupodavac je ovlašćen da proveri potvrde o osiguranju koje mu bude dostavio Zakupac, kao što je gore navedeno i Zakupac je saglasan da izvrši sve potrebne ispravke ili promene sa osiguravajućim društvom kako bi se one prilagodile obavezama Zakupca u skladu sa ovim Ugovorom. Zakupac je saglasan i potvrđuje da pravo Zakupodavca na nadzor u pogledu potvrda o osiguranju i njegovo pravo da naloži njihovu ispravku kao što je gore navedeno kao i Zakupodavčeva intervencija u vezi sa zaključenjem ugovora o različitim vrstama osiguranja od strane Zakupca, ne stvara bilo kakve obaveze ili odgovornost Zakupodavca u vezi sa potvrđama o osiguranju i vrstom, opsegom ili važnošću osiguranja kao i nedostatkom osiguranja, niti isključuje bilo koju obavezu nametnutu Zakupcu ovim Ugovorom.

28.10 If in the opinion of the Landlord there is a need to take out additional/supplementary insurances over the said insurances in Articles 28.1 and 28.3 above, the Tenant undertakes to take out the additional or supplementary insurances and undertakes to cause that in every such

28.10 Ukoliko je prema mišljenju Zakupodavca potrebno zaključiti dodatno ili dopunsko osiguranje pored osiguranja iz članova 28.1 i 28.3 ovog Ugovora, Zakupac prihvata da zaključi takvo dodatno ili dopunsko osiguranje i da obezbedi da svako takvo dopunsko ili

additional/supplementary Insurance which shall be taken out as mentioned above a section regarding an Insurer's waiver of subrogation towards the Landlord and the Management Company

dodatno osiguranje koje će biti pribavljeno na naveden način sadrži odeljak koji se tiče odricanja od subrogacije osiguravača prema Zakupodavcu i Društvu za Menadžment.

28.11 In order to eliminate doubt, it is hereby agreed that the liability limits required from the provisions of the Articles 1.3 and 1.4 of the Confirmation of the Tenant's Insurances are the minimal requirement imposed on the Tenant and the Tenant must examine his exposure to and determine the liability limits accordingly, providing that such liability limits have to be previously approved in written by the Landlord. The Tenant declares and confirms that he is prohibited from raising any claim and/or objection and/or demand towards the Landlord and/or the Management Company and/or on their behalf, with respect to the limits of liability as mentioned.

28.11 Radi otklanjanja svake sumnje, Ugovorne strane su saglasne da je limit odgovornosti iz članova 1.3 i 1.4 Potvrde o Osiguranju Zakupca minimalan zahtev nametnut Zakupcu i da Zakupac mora da proceni svoj rizik i utvrdi limite odgovornosti u skladu sa tim, s tim da isti moraju prethodno biti odobreni u pisanoj formi od strane Zakupodavca. Zakupac izjavljuje i potvrđuje da neće isticati bilo kakva potraživanja i/ili prigovore i/ili zahteve prema Zakupodavcu i/ili Društvu za Menadžment i/ili licima koja postupaju u njihovo ime u pogledu gore navedenog limita odgovornosti

28.12 In addition and without derogating from the provisions of this Agreement above, during all stages of this Agreement, the Tenant undertakes to fulfill all the requirements of the provisions of the national laws regulating the comprehensive insurance and all the orders, requirements etc that were enacted according to these laws, and mainly but without derogating from the generality of the aforesaid, so that all of his employees, agents and those that are employed or engaged by him temporarily shall be at all times and during the entire period of this Agreement entitled to all the rights according to these laws.

28.12 Pored i ne isključujući gore navedene odredbe ovog Ugovora, Zakupac prihvata da tokom čitavog trajanja ovog Ugovora ispunjava sve odredbe domaćih propisa koje se tiču obaveznog osiguranja kao i sve naloge, zahteve itd. koji su izdati u skladu sa tim propisima i da se stara pre svega, ali ne isključujući sve napred navedeno, da svi njegovi zaposleni, zastupnici i lica privremeno ili povremeno angažovana kod njega u svakom trenutku tokom čitavog trajanja ovog Ugovora imaju sva prava u skladu sa navedenim propisima.

28.13 The Tenant undertakes that if the Landlord and/or Management Company shall be charged additional insurance fees over what is customary due to the Tenant's activities, the Tenant shall pay the Landlord and/or the Management Company respectively the said addition immediately upon their first demand.

28.13 Ukoliko Zakupodavcu i/ili Društvu za Menadžment usled aktivnosti Zakupca budu naplaćene dodatne naknade za osiguranje preko onog što je uobičajeno, Zakupac je saglasan da celu razliku, na prvi poziv i bez odlaganja, plati Zakupodavcu i/ili Društvu za Menadžment.

28.14 Without derogating from the Landlord's liability according to this Agreement and according to any Applicable Law, the Landlord undertakes himself or through the Management Company, to take out and maintain during the entire Lease Period, at a lawfully

28.14 Ne isključujući odgovornost Zakupodavca u skladu sa ovim Ugovorom i u skladu sa Relevantnim Propisima, Zakupodavac je saglasan da lično ili preko Društva za Menadžment sa ovlašćenim osiguravajućim društvom zaključi i održava za sve vreme trajanja Perioda Zakupa



authorized insurance company, the appropriate insurances with respect to the areas owned or leased by the Landlord, which are usual for this type of Shopping Center and in accordance with the Landlord's standard insurance policy (hereinafter: the "Shopping Center Insurances") and to the extent the particular insurance is available on the Serbian insurance market.

ugovor o odgovarajućim vrstama osiguranja prostora u vlasništvu ili koje izdaje Zakupodavac, koja su uobičajena za ovaj vid Tržnog Centra i koja su u skladu sa Zakupodavčevom standardnom politikom osiguranja (u daljem tekstu: „Osiguranja Tržnog Centra“) u onoj meri u kojoj je svako pojedinačno osiguranje dostupno na srpskom tržištu osiguranja.

28.15 The Insurance according to the previous Article shall apply only with respect to areas which construction and/or building has been completed and which were delivered to the Landlord by the contractor.

28.15 Osiguranje u skladu sa prethodnim članom se primenjuje samo na delove čiji su konstrukcija i/ili izgradnja završeni i koje je izvođač predao u državinu Zakupodavcu

28.16 In order to eliminate doubt, taking out the said insurances by the Landlord and/or the Management Company shall not reduce and shall not derogate in any way from the Tenant's undertakings according to this Agreement and according to any Applicable Law.

28.16 Radi otklanjanja svake sumnje, zaključenje predmetnih ugovora o osiguranju od strane Zakupodavca i/ili Društva za Menadžment ne umanjuje niti na bilo koji način isključuje obaveze Zakupca koje proizilaze iz ovog Ugovora i Relevantnih Propisa.

28.17 The Tenant undertakes to pay the Landlord the relative share of insurance for insuring the Shopping Center. The relative share of the Tenant in the Shopping Center Insurance fees shall be determined according to the ratio between the area of the Leased premises to the total area of Shopping Center intended for lease i.e., according to the ratio between the annual Rent and Management Fees paid by the Tenant to the annual Insurance amount according to the policy, depending which type of insurance is in question. The relative share of the Tenant in the Shopping Center insurance fees shall be included in the Management Fees.

28.17 Zakupac prihvata da isplati Zakupodavcu srazmerni deo troškova osiguranja Tržnog Centra. Srazmerni deo troškova osiguranja Tržnog Centra koji pada na teret Zakupca utvrđuje se prema odnosu površine Zakupljenog Prostora i ukupne površine Tržnog Centra namenjene davanju u zakup, odnosno prema odnosu godišnje Zakupnine i Naknade za Menadžment Usluge koja pada na teret Zakupca i godišnje sume osiguranja prema polisi, u zavisnosti o kojoj vrsti osiguranja je reč. Srazmerni deo troškova osiguranja Tržnog Centra koji pada na teret Zakupca uključen je u Naknadu za Menadžment Usluge.

28.18 The Landlord shall be entitled, according to his sole discretion to increase the extent of the said coverage and/or to take out insurances from additional risks and in this event the insurance fees that shall be collected from the Tenant as specified in Article 28.17 shall change respectively for the insurances that shall be taken out by the Landlord.

28.18 Zakupodavac je ovlašćen da po sopstvenoj diskrecionoj odluci proširi opseg predmetnih osiguranja i/ili da zaključi ugovore o osiguranju od dodatnih rizika i u ovom slučaju troškovi osiguranja koji će biti naplaćeni od Zakupca u skladu sa članom 28.17 biće u skladu sa tim izmenjeni.

28.19 The breach of any Tenant's undertakings and obligations determined in Sections 27. and 28. shall constitute a fundamental breach of this Agreement.

28.19 Kršenje bilo koje obaveze od strane Zakupca iz Odeljaka 27 i 28, smatraće se grubim kršenjem ovog Ugovora.

29. TRANSFER OF RIGHTS AND OBLIGATIONS, SUB-LEASE, PLEDGE

29.1 The Tenant hereby undertakes not to assign or transfer or pledge any of his rights and obligations from this Agreement to any third party, without receiving the prior written consent of the Landlord.

29.2 The Tenant shall not be entitled to assign or transfer or deliver or sub-lease the Leased Premises all or in part, to any third party, or to assign or transfer the operation of business in the Leased Premises to any third party, without receiving the prior written consent of the Landlord.

29.3 The Tenant hereby undertakes not to share the possession and/or operation and/or management of the Leased Premises with any third party and not to grant to any third party possession and/or the right to use the Leased Premises or any part thereof, whether for consideration or not, or in any other manner, without receiving the Landlord's prior written consent.

29.4 Without derogating from the above-said provisions in this Section, the Tenant shall be entitled to operate the business in the Leased Premises by a franchisee (hereinafter: the "Franchisee"). However, this shall not be a change in the identity of the Parties to the Agreement and/or any change to the extent of the undertakings and obligations of the Tenant towards the Landlord and the Tenant shall be and shall remain liable towards the Landlord to fulfill all of the provisions of this Agreement. Any breach of the Agreement by the Franchisee shall constitute a breach of this Agreement by the Tenant and the Landlord shall be entitled to any remedy according to any Applicable Law and this Agreement both towards the Tenant and the Franchisee. The Franchisee shall sign a statement on undertaking of the Tenant's obligations under this Agreement, which shall be attached to this Agreement. The Tenant is not entitled to claim that he was not aware of the Franchisee's breaches and/or that the Landlord was supposed to inform him. The obligation is imposed on

29. PRENOS PRAVA I OBAVEZA, PODZAKUP, ZALOGA

29.1 Zakupac se ovim obavezuje da neće ustupiti, preneti ili založiti bilo koje od svojih prava ili obaveza iz ovog Ugovora bilo kom trećem licu bez pribavljanja prethodne pisane saglasnosti Zakupodavca.

29.2 Zakupac nije ovlašćen da ustupi ili prenese ili preda ili da u podzakup Zakupljeni Prostor ili bilo koji njegov deo trećim licima, ili da trećem licu ustupi ili prenese obavljanje poslovne delatnosti u Zakupljenom Prostoru, bez pribavljanja prethodne pisane saglasnosti Zakupodavca.

29.3 Zakupac se ovim obavezuje da neće deliti državinu i/ili obavljanje poslovne delatnosti i/ili upravljanje Zakupljenim Prostorom sa bilo kojim trećim licem i da bilo kom trećem licu neće dati državinu i/ili pravo korišćenja Zakupljenog Prostora ili bilo kog njegovog dela, sa ili bez naknade, ili na bilo koji drugi način, bez pribavljanja prethodne pisane saglasnosti Zakupodavca.

29.4 Ne isključujući gore navedene članove u ovom Odeljku, Zakupac je ovlašćen da obavlja svoju delatnost u Zakupljenom Prostoru preko primaoca franšize (u daljem tekstu: „Primalac Franšize“). Međutim, ovo neće predstavljati promenu u pogledu identiteta Ugovornih strana i/ili promenu u pogledu dužnosti i obaveza Zakupca prema Zakupodavcu i Zakupac će biti i ostati odgovoran Zakupodavcu za ispunjenje svih odredaba ovog Ugovora. Svako kršenje Ugovora od strane Primaoca Franšize predstavljaće kršenje Ugovora od strane Zakupca i Zakupodavac će biti ovlašćen na bilo koje sredstvo prema Relevantnim Propisima i ovom Ugovoru kako prema Zakupcu, tako i prema Primaocu Franšize. Primalac Franšize potpisaoće izjavu o prihvatanju obaveza Zakupca iz ovog Ugovora, koja će biti priložena Ugovoru. Zakupac nema pravo da tvrdi da nije bio svestan kršenja Ugovora od strane Primaoca Franšize i/ili da je bila dužnost Zakupodavca da ga o tome obavesti. Obaveza staranja o tome da Primalac Franšize ispunjava obaveze po odredbama ovog Ugovora je na Zakupcu.



the Tenant to ascertain that the Franchisee fulfills the provisions of this Agreement as written.

29.5 Without derogating from the aforesaid, any contacts the Landlord shall have with the franchisee and/or with any other factor acting on behalf of the Tenant and even not acting on his behalf and/or who is located in the leased Premises and/or his manager and/or his operator (all of them together hereinafter: the "Third Party to the Agreement"), shall not be considered as any change in the identity of the Parties to this Agreement and/or as a release of the Tenant from his undertakings under the lease and/or a change of any term of the Agreement and these contacts shall not be considered as evidence against the Landlord regarding the identity of the Party to this Agreement and any claims regarding the identity of a Party to the Agreement shall not be made against him. With respect to this Article "contacts" shall be given the widest meaning: including correspondence, discussions, notices, receipt of monies, receipt of checks and/or other documents bearing the name of the Foreign Party of the Agreement, receipt of standing orders, registration of the name of the Foreign Party of the Agreement in the Landlord's documents, including in the documents of the Landlord's bookkeepers, the issue of receipts and invoices in the name of the Foreign Party of the Agreement and any other action. The Landlord shall be entitled according to its choice to institute legal proceedings also against the Foreign Party to the Agreement for the collection of debts due to him according to the Agreement and this shall not constitute a change of the Party to the Agreement and/or a waiver of any claim towards the Tenant.

29.6 The Tenant declares that he is aware and agrees that he in any event shall remain a Party to this Agreement towards the Landlord unless he was explicitly released from his undertakings and obligations arising from this Agreement by a written Appendix to this Agreement signed by both Parties or in a letter of release signed by the Landlord in which it is explicitly mentioned that he is released from this Agreement and in the terms that shall be stipulated in this document.

29.5 Ne dirajući u gore navedeno, bilo kakav kontakt koji Zakupodavac ima sa Primaocem Franchise i/ili bilo kojim licem koje postupa kao i licem koje ne postupa u ime Zakupca i/ili licem koje se nalazi u Zakupljenom Prostoru i/ili njegovim upravlnikom i/ili poslovođom (u daljem tekstu svi zajedno: „Treće Uce“) neće biti smatran izmenom u pogledu identiteta Ugovornih Strana i/ili oslobađanjem Zakupca od njegovih obaveza po osnovu zakupa i/ili promenom bilo koje odredbe Ugovora niti će takvi kontakti biti smatrani dokazom protiv Zakupodavca u vezi sa identitetom Ugovornih strana i u tom smislu bilo kakvi zahtevi vezano za identitet Ugovornih strana neće biti upućeni Zakupodavcu. Što se tiče ovog člana, reč „kontakti“ ima najšire moguće značenje i uključuje: korespondenciju, diskusije, obaveštenja, prijem novca, prijem čekova i/ili drugih dokumenata koji glase na ime Trećeg Lica, prijem trajnog naloga, upis imena Trećeg Lica u dokumenta Zakupodavca, uključujući dokumenta Zakupodavčevih knjigovođa, izdavanje i prijem priznanica i faktura na ime Trećeg Lica ili bilo koja druga činidba. Zakupodavac je ovlašćen da po svom izboru pokrene postupak protiv Trećeg Lica radi naplate dugova u skladu sa Ugovorom i ova odluka neće predstavljati promenu Ugovornih strana i/ili odricanje od bilo kog zahteva prema Zakupcu.

29.6 Zakupac izjavljuje da je svestan i da prihvata da će u svakom slučaju ostati Ugovorna strana sa Zakupodavcem, osim ako je izričito oslobođen obaveza i činidbi po Ugovoru putem aneksa ovog Ugovora sačinjenog u pisanoj formi i potpisanog od obe Ugovorne strane ili izjave o oslobađanju od obaveza potpisanom od Zakupodavca u kome se izričito navodi da je Zakupac oslobođen obaveza po ovom Ugovoru i pod uslovima koji će biti određeni tim dokumentom.

29.7 The Landlord shall be entitled to transfer or assign or pledge all or any part of his rights and obligations under this Agreement or connected therewith and the Tenant hereby grants his irrevocable approval to any such transfer and/or assignment and/or pledge. Without derogating from the generality of the aforesaid, the Tenant hereby explicitly and irrevocably approves and gives his consent to any transfer and/or assignment and/or pledge of any of the Landlord's rights under this Agreement, including his right to receive Rent and other payments belonging to him according to this Agreement or any part thereof and the Tenant undertakes to issue, sign and verify, upon the first written notice of the Landlord, any additional document required for transfer and/or assignment and/or pledge of any of the Landlord's rights and obligations under this Agreement or connected therewith.

29.8 The Tenant is aware that the Shopping Center (including buildings and 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 this Lease Agreement and the Landlord's future financial assets on the accounts under this Lease 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 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 of Mortgage and Law on Pledge on Movable Assets in the Pledge Register of the Republic of Serbia and other Applicable Laws.

29.9 It is hereby clarified that the aforesaid does not derogate from any right of the Landlord, including but not limited to the right to transfer and/or assign and/or sell and/or

29.7 Zakupodavac je ovlašćen da prenese, ustupi ili založi svoja ili neka prava i obaveze koje proizilaze iz ili su u vezi sa ovim Ugovorom i Zakupac ovim daje svoju neopozivu saglasnost za svaki takav prenos i/ili ustupanje i/ili zalogu. Ne odstupajući od napred navedenog, Zakupac ovim izričito i neopozivo prihvata i daje saglasnost na bilo koji prenos i/ili ustupanje i/ili zalogu bilo kog Zakupodavčevog prava po Ugovoru, uključujući i pravo na Zakupninu i druge isplate koje mu pripadaju po ovom Ugovoru ili bilo koji njen deo, i Zakupac se obavezuje da će na prvi poziv Zakupodavca, izdati, potpisati i overiti svu dodatnu dokumentaciju potrebnu za prenos i/ili ustupanje i/ili uspostavljanje založnog prava na pravima i obavezama Zakupodavca nastalih iz ili u vezi sa ovim Ugovorom.

29.8 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 Zakupu po osnovu ovog Ugovora o zakupu i Zakupodavčeva buduća novčana sredstva na računima po osnovu ovog Ugovora o zakupu 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.

29.9 Ovim se pojašnjava da sve napred navedeno ne isključuje bilo koje pravo Zakupodavca, uključujući ali ne ograničavajući se na pravo prenosa i/ili ustupanja i/ili



pledge and/or mortgage the Shopping Center and/or any part thereof including the Leased Premises and or any of his assets, tangible and intangible, or any part thereof.

prodaje i/ili zaloge i/ili hipoteke Tržnog Centra i/ili njegovog dela, uključujući i Zakupljen Prostor i bilo koja njegova dobra, materijalna i nematerijalna, ili bilo koji njihov deo.

29.10 If the Tenant is a corporation, the Tenant undertakes that only the persons listed in Appendix "A" shall be the shareholders of the corporation for the entire Lease Term. Any change of the Tenant's shareholding structure shall be subject to the previous written approval by the Landlord provided that the Landlord will not withhold consent for unreasonable reasons.

29.10 Ako je Zakupac privredno društvo, Zakupac prihvata da će samo lica iz Priloga „A“ biti vlasnici privrednog društva za sve vreme trajanja Perioda Zakupa. Promena vlasničke strukture Zakupca uslovljena je prethodnom pisanom saglasnošću Zakupodavca, s tim što Zakupodavac neće iz nerazumnog razloga uskratiti davanje saglasnosti

29.11 The breach of the Tenant's undertakings and obligations determined in this Section 29 shall constitute a fundamental breach of this Agreement by the Tenant.

29.11 Kršenje bilo koje obaveze Zakupca utvrdene odredbama ovog Odeljka 29 smatraće se grubim kršenjem Ugovora od strane Zakupca.

30. TERMINATION OF THE AGREEMENT, BREACH AND REMEDIES

30. PRESTANAK VAŽENIA UGOVORA, KRŠENJE UGOVORA I PRAVNA SREDSTVA

30.1 This Agreement shall be terminated only in accordance herewith by:

30.1 Ovaj Ugovor može prestati da važi samo na neki od niže navedenih načina:

30.1.1 Expiration of the Lease Term;

30.1.1 Istekom Perioda Zakupa;

30.1.2 Written agreement between the Parties;

30.1.2 Pisanim sporazumom Ugovornih strana;

30.1.3 Termination by the Landlord due to a fundamental breach of this Agreement by the Tenant in accordance with provisions of this Section 30;

30.1.3 Raskidom od strane Zakupodavca zbog grubog kršenja Ugovora od strane Zakupca u skladu sa odredbama ovog Odeljka 30;

30.1.4 Termination specifically provided for in other provisions of this Agreement save for provisions of this Section 30;

30.1.4 Raskidom predviđenim drugim odredbama ovog Ugovora, izuzev odredbi ovog Odeljka 30;

30.1.5 Due to the complete and irreversible destruction of the Leased Premises.

30.1.5 Usled potpunog i nepovratnog uništenja Zakupljenog Prostora.

30.2 The Parties have explicitly agreed that this Agreement cannot be unilaterally terminated before expiration of the Lease Term except in the cases and under conditions stipulated in this Agreement.

30.2 Ugovorne strane se izričito slažu da ovaj Ugovor ne može biti jednostrano raskinut pre isteka Perioda Zakupa, osim u slučajevima i pod uslovima određenim ovim Ugovorom.

- 30.3 The Tenant agrees that, if this Agreement and/or any of its provisions shall be breached by a fundamental breach, the Landlord shall be entitled, in addition to any other remedy or relief conferred upon him according to this Agreement and/or according to any Applicable Law, to terminate this Agreement by sending a written termination notice to the Tenant. "Fundamental Breach" in this Agreement means – a breach that was explicitly defined as fundamental by the provisions of this Agreement, and a breach that shall be considered fundamental by the Landlord and/or according to any Applicable Law, even if it was not so explicitly defined as such in the Agreement.
- 30.3 Zakupac je saglasan da u slučaju da dođe do grubog kršenja ovog Ugovora, Zakupodavac ima pravo, pored bilo kog drugog pravnog leka ili pravnog sredstva po ovom Ugovoru i/ili Relevantnim Propisima, da raskine ovaj Ugovor slanjem pisanog obaveštenja o raskidu Zakupcu. „Grubo kršenje“ ovog Ugovora znači kršenje Ugovora izričito određeno kao grubo odnosno bitno odredbama ovog Ugovora i kršenje koje će Zakupodavac smatrati grubim i/ili koje se takvim smatra prema Relevantnim Propisima, čak i ako nije izričito definisano kao takvo ovim Ugovorom.
- 30.4 Without derogating from the aforesaid and in addition to other provisions of this Agreement defining the fundamental breach and the Landlord's right to terminate the Agreement, and without prejudice to any other or additional right and/or relief and/or remedy available to the Landlord under the Agreement and/or any Applicable Law, the Landlord may terminate this Agreement by sending a written termination notice to the Tenant particularly in the following cases:
- 30.4 Ne isključujući gore navedeno i uz ostale odredbe ovog Ugovora koje definišu grubo kršenje i Zakupodavčevo pravo na raskid i ne dirajući u bilo koje drugo ili dodatno pravo i/ili pravno sredstvo i/ili pravni lek koji Zakupodavcu stoje na raspolaganju po ovom Ugovoru i/ili Relevantnim Propisima, Zakupodavac može jednostrano raskinuti ovaj Ugovor slanjem pisanog obaveštenja o raskidu Zakupcu naročito u sledećim slučajevima:
- 30.4.1 If the Tenant abandons and/or closes the Leased Premises and/or suspends or discontinues operating his business in the Leased Premises;
- 30.4.1 Ukoliko Zakupac napusti i/ili zatvori Zakupljeni prostor i/ili obustavi ili prekine obavljanje svoje poslovne delatnosti u Zakupljenom Prostoru;
- 30.4.2 If the Tenant does not receive possession of the Leased Premises on the Delivery Date or if the Tenant executes the Fit-Out Works contrary to the provisions of this Agreement;
- 30.4.2 Ukoliko Zakupac ne preuzme državinu Zakupljenog Prostora na Dan Predaje ili ukoliko vrši Radove na Opremanju protivno odredbama ovog Ugovora;
- 30.4.3 If the Tenant fails to open the Leased Premises and commence to operate his business in the Leased Premises on the Date of Opening (except he is allowed to do that according to a special written approval of the Landlord);
- 30.4.3 Ukoliko Zakupac ne otvori Zakupljeni Prostor i ne otpočne obavljanje svoje poslovne delatnosti u Zakupljenom Prostoru na Dan Otvaranja (osim ukoliko je na to ovlašćen po osnovu posebnog pismenog odobrenja Zakupodavca);
- 30.4.4 If the Tenant refused alternative premises in terms of Article 3.8 i.e., Article 3.9 of this Agreement;
- 30.4.4 Ukoliko Zakupac odbije alternativni prostor u smislu odredbi člana 3.8 odnosno člana 3.9 ovog Ugovora;
- 30.4.5 If the Tenant is permanently or temporarily forbidden to operate his business activity by the competent Authority
- 30.4.5 Ukoliko je Zakupcu privremeno ili trajno zabranjeno da obavlja svoju delatnost od strane Nadležnog Organa ili



and/or if any of his business licenses is expired or cancelled by the competent Authority;

ukoliko bilo koja dozvola za obavljanje delatnosti Zakupca istekne ili bude ukinuta od strane Nadležnog Organa;

30.4.6 If the Tenant does not comply with the time prescribed for Fit Out Works execution, with the Opening Hours of the Shopping Center, provisions of this Agreement and/or the Management Agreement as well as any of the rules and regulations established by the Landlord or the Management Company with respect to operation of the Shopping Center,

30.4.6 Ukoliko Zakupac ne poštuje vreme propisano za izvođenje Radova na Opremanju, Radno Vreme Tržnog Centra, odredbe ovog Ugovora i/ili Ugovora o Pružanju Menadžment Usluga kao i bilo kojih pravila i propisa donetih od strane Zakupodavca ili Društva za Menadžment u vezi sa poslovanjem Tržnog Centra;

30.4.7 If the Tenant or anyone on its behalf uses the Leased Premises and/or the Common Areas for the purposes other than the Purpose of the Lease and/or contrary to the provisions of this Agreement and/or the Management Agreement, or if the Tenant or anyone on its behalf does not maintain the Leased Premises in accordance with this Agreement, rules and standards of the Shopping Center or neglects its maintenance of the Leased Premises and/or fails to, at all times properly and adequately stock the Leased Premises with goods/products/assortment consistent with the Purpose of the Lease, i.e., the activity that the Tenant performs in the Leased Premises and/or standards of the Shopping Center and/or in case of any Tenant's action or omission in the using and/or maintaining and/or stocking of the Leased Premises, which can in any negative way affect the business activities and/or image and/or reputation of the Shopping Center or the Landlord or other tenants;

30.4.7 Ukoliko Zakupac ili lice koje postupa u njegovo ime koristi Zakupljeni Prostor i/ili Zajedničke Površine protivno Nameni Zakupa i/ili odredbama ovog Ugovora i/ili Ugovora o Pružanju Menadžment Usluga, ili ukoliko Zakupac ili lice koje postupa u njegovo ime ne održava Zakupljeni Prostor u skladu sa ovim Ugovorom, pravilima i standardima Tržnog Centra ili zapušta njegovo održavanje i/ili ne drži Zakupljeni Prostor sve vreme tokom trajanja Perioda Zakupa adekvatno snabdevenim robom/proizvodima/asortimanom u skladu sa Namenom Zakupa, odnosno delatnošću koju Zakupac obavlja u Zakupljenom Prostoru i/ili standardima Tržnog Centra i/ili u slučaju bilo koje Zakupčeve radnje ili propusta u korišćenju i/ili održavanju i/ili snabdevanju Zakupljenog Prostora koji mogu na bilo koji negativan način uticati na poslovanje i/ili imidž i/ili reputaciju Tržnog Centra ili Zakupodavca ili drugih zakupaca;

30.4.8 If the Tenant undertakes any work or change in the Leased Premises without the prior written consent of the Landlord;

30.4.8 Ukoliko Zakupac vrši bilo kakve radove ili izmene u Zakupljenom Prostoru bez prethodne pisane saglasnosti Zakupodavca;

30.4.9 In case of assignment, transfer, sub-lease, granting the possession and/or the right to use or any other disposal of the Leased Premises and/or the Tenant's rights and obligations under this Agreement, all or in part, to any third party, by the Tenant, without receiving the prior written consent of the Landlord;

30.4.9 U slučaju ustupanja, prenosa, podzakup, davanja prava korišćenja i/ili državine ili bilo kog drugog raspolaganja Zakupljenim Prostorom i/ili pravima i obavezama Zakupca iz ovog Ugovora, u celini ili delimično, u korist trećeg lica, bez prethodne pisane saglasnosti Zakupodavca;

- 30.4.10 If the Tenant's ownership structure and/or brand of the Tenant and/or business name of the Tenant has been changed without the prior written approval of the Landlord or if the overall Turnover in the Leased Premises is reduced by no less than 20% of the average registered monthly Turnover in the Leased Premises in the previous 6 (six) month period, within a term of 12 (twelve) calendar months upon registration of the change of the ownership structure and/or brand of the Tenant and/or business name of the Tenant;
- 30.4.10 U slučaju promene vlasničke strukture Zakupca i/ili robne marke Zakupca i/ili poslovnog imena Zakupca bez prethodne pisane saglasnosti Zakupodavca ili u slučaju da roku od 12 (dvanaest) kalendarskih meseci po registrovanoj promeni vlasničke strukture i/ili robne marke Zakupca i/ili poslovnog imena Zakupca, dođe do pada ukupnog Prometa u Zakupljenom Prostoru za najmanje 20% od prosečnog registrovanog mesečnog Prometa u Zakupljenom Prostoru u prethodnom šestomesečnom periodu.
- 30.4.11 If the Tenant is late with any payment owed by him according to this Agreement, for more than 7 (seven) days;
- 30.4.11 Ukoliko Zakupac kasni duže od 7 (sedam) dana sa bilo kojim plaćanjem na koje je obavezan po ovom Ugovoru;
- 30.4.12 If the Tenant's bank account is continually frozen (blocked) for more than 7 (seven) working days;
- 30.4.12 Ako je bankovni račun Zakupca u kontinuitetu zamrznut (blokirani) duže od 7 (sedam) radnih dana;
- 30.4.13 If the Tenant becomes Insolvent or in case of a liquidation and/or bankruptcy and/or reorganization and/or any other similar procedure is initiated against the Tenant, in the event one of the above-mentioned events occurred regarding a guarantor of this Agreement, the Landlord shall be entitled to terminate the Agreement unless the Tenant provides another guarantor to the satisfactory of the Landlord, within 7 (seven) days from the occurrence of the event defined in this Article.
- 30.4.13 U slučaju da Zakupac postane nelikvidan ili da nad njim bude pokrenut postupak likvidacije, stečaja, reorganizacije ili drugi sličan postupak. U slučaju da nastupanja nekog od gore navedenih slučajeva u odnosu na jemca iz ovog Ugovora, Zakupodavac će imati pravo da raskine ovaj Ugovor ukoliko Zakupac u roku od 7 (sedam) dana od nastupanja događaja definisanih u ovom članu ne pronađe drugog jemca koji mora biti odobren od strane Zakupodavca.
- 30.4.14 If Tenant does not deliver to Landlord the guarantees and/or securities and/or Insurances in accordance with this Agreement, i.e., if any of the guarantees and/or securities and/or insurances that were delivered by Tenant for the performance of this Agreement, in whole or in part, expired or were cancelled or were declared by the authorized court as cancelled or invalid for any reason or the said guarantees and/or securities and/or Insurances, all or in part, were exercised fully or in part and the Tenant did not furnish, within 30 (thirty) days before the expiration date and 10 (ten) days of the exercise or cancellation date, an alternative guarantee and/or security and/or Insurance or supplementing the guarantee and/or security and/or insurances that was exercised;
- 30.4.14 Ako Zakupac ne dostavi Zakupodavcu garanciju i/ili obezbeđenje i/ili osiguranje u skladu sa ovim Ugovorom, odnosno ako bilo koja garancija i/ili obezbeđenje i/ili osiguranje koje je Zakupac dostavio za potrebe izvršenja ovog Ugovora, u celini ili delimično, istekne ili bude otkazano ili oglašeno ništavim od strane nadležnog suda ili je nevažeće iz bilo kog razloga ili ako su sve garancije i/ili obezbeđenja i/ili osiguranja ili neka od njih bila iskorišćena, u celini ili delimično, a Zakupac nije ponudio u roku od 30 (trideset) dana pre isteka ili 10 (deset) dana od korišćenja ili poništaja alternativnu garanciju i/ili obezbeđenje i/ili osiguranje ili dopunio garanciju i/ili obezbeđenje i/ili osiguranje koje je korišćeno;



- 30.4.15 If, contrary to provisions of Section 6 of this Agreement, Tenant does not deliver or untimely delivers, or delivers to Landlord an Incorrect and/or Incomplete Monthly Report and/or Annual Report on the achieved Turnover in the Leased Premises;
- 30.4.16 If any statement, confirmation, information and/or guarantee by the Tenant, submitted in connection with this Agreement, ceases to be true, complete, correct and precise and/or if the Tenant omits to notify or depict any one fact whose omitting renders the statements which contain it erroneous;
- 30.4.17 In case of any other fundamental breach of this Agreement and/or the Management Agreement by the Tenant.
- 30.5 Unless otherwise specifically provided in other provisions of this Agreement, prior to termination of the Agreement for the above reasons the Landlord will inform the Tenant of its intention to terminate the Agreement in writing, explaining the termination reason (hereinafter: "Termination Notice") and will provide the Tenant with a remedy period which shall last not less than 8 (eight) days and not longer than 15 (fifteen) days to cure the breach (hereinafter: "Remedy Period"), provided that the Landlord is entitled to terminate the Lease Agreement without leaving Remedy Period to the Tenant, if the Tenant's conduct indicates that he shall fail to perform his obligation even within the Remedy Period. The Agreement shall be terminated if the Tenant does not cure the breach within the Remedy Period, without the Landlord's obligation of sending any additional termination notice. By termination of this Agreement the Management Agreement shall automatically be terminated and vice versa.
- 30.6 In the event of termination of this Agreement by the Landlord, the Tenant shall vacate the Leased Premises in 7 (seven) days as of the date of expiration of the Remedy Period, i.e., as of the date of receiving the Termination Notice if the Remedy Period has not been left to the Tenant according to Article 30.5 of this Agreement (the "Notice Period").
- 30.4.15 Ukoliko, suprotno odredbama Odeljka 6 ovog Ugovora, Zakupac ne dostavi Zakupodavcu ili mu neblagovremeno dostavi ili ukoliko Zakupodavcu dostavi netačan i/ili nepotpun Mesečni Izveštaj i/ili Godišnji Izveštaj o Prometu u Zakupljenom Prostoru;
- 30.4.16 Ako bilo kakva izjava, potvrda, informacija i/ili garancija data od strane Zakupca u vezi sa Ugovorom prestane da bude istinita, potpuna, tačna i precizna i/ili ako Zakupac propusti da obavesti ili uključi neku činjenicu čije izostavljanje čini izjave koje je sadrže netačnima;
- 30.4.17 U slučaju bilo kog drugog grubog kršenja ovog Ugovora i/ili Ugovora o Pružanju Menadžment Usluga od strane Zakupca.
- 30.5 Ukoliko nije drugačije izričito određeno u drugim odredbama ovog Ugovora, pre raskida Ugovora iz gore navedenih razloga, Zakupodavac će obavestiti Zakupca o svojoj nameri da raskine Ugovor u pisanoj formi, objašnjavajući razloge za raskid (u daljem tekstu: „Obaveštenje o Raskidu“) i ostaviće Zakupcu dodatni rok u trajanju od najmanje 8 (osam) a najviše 15 (petnaest) dana (u daljem tekstu: "Dodatni Rok"), s tim da Zakupodavac može raskinuti Ugovor o zakupu bez ostavljanja Zakupcu Dodatnog Roka za ispunjenje ako iz držanja Zakupca proizlazi da on svoju obavezu neće izvršiti ni u Dodatnom Roku. Ugovor će biti raskinut ukoliko Zakupac ni u Dodatnom Roku ne otkloni povredu Ugovora, bez obaveze dostavljanja bilo kakvog dodatnog obaveštenja o raskidu od strane Zakupodavca. Raskidom ovog Ugovora automatski će biti raskinut i Ugovor o Pružanju Menadžment Usluga i obrnuto.
- 30.6 U slučaju raskida ovog Ugovora od strane Zakupodavca, Zakupac će napustiti Zakupljeni Prostor u roku od 7 (sedam) dana od dana isteka Dodatnog Roka, odnosno od dana prijema Obaveštenja o Raskidu ukoliko u smislu člana 30.5 ovog Ugovora Zakupcu nije ostavljen Dodatni Rok („Otkazni Rok“).

- 30.7 In case the Tenant or anyone on his behalf uses the Leased Premises contrary to the provisions of this Agreement or the Purposes of the Lease or neglects its maintenance, thus creating the possibility of serious damage to the Landlord, and if the Tenant does not remove such faults within a Remedy Period of 8 (eight) days upon receipt of the Landlord's Termination Notice the Tenant shall vacate the Leased Premises forthwith upon expiration of the Remedy Period, without any further Notice Period.
- 30.8 Without derogating from the aforesaid, in any event the Tenant does not pay any payments due from him according to this Lease Agreement and/or according to the Management Agreement including the Rent, Management Fees, electricity and/or telephone bills, water, taxes and other payments including payments for delay of payments and in case the Tenant did not vacate the Leased Premises on time upon the termination of this Agreement for any reason – the Landlord shall be entitled according to its decision, in addition to any of his rights according to any Applicable Law and according to this Agreement, to disconnect or cause the disconnection of the electricity and water supply to the Leased Premises together or separately and to cease providing any other services to the Leased Premises according to his discretion after it gave the Tenant written warning of 8 (eight) days in advance and the Tenant did not pay the money due from him in full. In the aforesaid event in this Article no obligation shall apply to the Landlord with respect to any damage that shall be caused to the Leased Premises and/or the Tenant as a result of a disconnection for electricity and/or water and as a result of not providing services and the Tenant waives in advance any claim, objection or demand with respect to this.
- 30.9 Without derogating from his right to any other remedy and/or relief and/or compensation of damages at a higher rate (including lost profit) and/or any other Landlord's right, in the event of any breach of non-monetary obligations under this Agreement by the Tenant and/or delay in performing of his obligations under this Agreement, the Landlord shall be entitled to a contractual penalty equal to the triple amount of the
- 30.7 U slučaju da Zakupac ili lice koje postupa u njegovo ime koristi Zakupljeni Prostor suprotno odredbama ovog Ugovora ili Nameni Zakupa ili ga ne održava ili zapušta njegovo održavanje, te postoji opasnost znatne štete za Zakupodavca i ako Zakupac takve povrede ne otkloni u Dodatnom Roku od 8 (osam) dana po prijemu Zakupodavčevog Obaveštenja o Raskidu, Zakupac će napustiti Zakupljeni Prostor odmah po isteku Dodatnog Roka, bez dodatnog Otkaznog Roka.
- 30.8 Ne odstupajući od gore navedenog, u slučaju da Zakupac ne izmiruje bilo koja plaćanja po ovom Ugovoru o Zakupu i/ili Ugovoru o Pružanju Menadžment Usluga, uključujući Zakupninu, Naknadu za Menadžment Usluge, račune za struju i/ili telefon, vodu, poreze i takse i druga plaćanja uključujući i plaćanja po osnovu docnje u plaćanju i u slučaju da Zakupac ne isprazni Zakupljeni Prostor na vreme po prestanku i/ili raskidu ovog Ugovora i/ili isteku perioda na koji je zaključen, Zakupodavac će biti ovlašćen da po sopstvenom izboru, uz bilo koje drugo pravo prema Relevantnim Propisima i ovom Ugovoru, isključi ili organizuje isključenje struje i/ili vode Zakupljenom Prostoru i da prestane da pruža bilo kakve druge usluge Zakupljenom Prostoru po sopstvenoj diskrecionoj odluci, nakon što je dostavio Zakupcu pisano upozorenje 8 (osam) dana unapred, a Zakupac nije u potpunosti izmirio plaćanje na koje je obavezan. U navedenom slučaju, Zakupodavac neće snositi odgovornost za bilo kakvu štetu koja nastane na Zakupljenom Prostoru ili Zakupcu kao rezultat isključenja struje i/ili vode i kao rezultat nepružanja usluga i Zakupac se odriče unapred svakog potraživanja, prigovora ili zahteva u vezi sa ovim.
- 30.9 Ne dirajući u pravo Zakupodavca na bilo koji drugi pravni lek i/ili pravno sredstvo i/ili naknadu štete u većem iznosu (uključujući izgubljenu dobit) i/ili bilo koje drugo pravo Zakupodavca, u slučaju bilo kog kršenja nenovanih obaveza iz ovog Ugovora od strane Zakupca ili kašnjenja u izvršenju njegovih obaveza iz ovog Ugovora, Zakupodavac ima pravo na ugovornu kaznu u trostrukom dnevnom iznosu poslednje mesečne



last invoiced monthly Rent (including the Rent as a Percentage of the Turnover if it is higher than the Minimum Rent) and the Management Fees (in the full amount, without taking into account possible temporary Rent and Management Fees reductions), with additional VAT, calculated on a daily basis, for each day of the delay/breach of the Tenant's obligation. It is clarified that for the purposes of the daily calculation of the aforementioned contractual penalty the monthly Rent and the Management Fee shall be divided by 25.

30.10 Beside the Landlord's right to the contractual penalty specified in Article 30.9, in case of termination of the Lease Agreement by the Landlord due to the breach of the Tenant's non-monetary obligations, the Landlord shall be entitled to a contractual penalty for the non-performance of the Agreement in the amount equal to the last invoiced monthly Rent (including the Rent as a Percentage of the Turnover if it is higher than the Minimum Rent) and the Management Fees (in the full amount, without taking into account possible temporary Rent and Management Fees reductions) with additional VAT, multiplied by six, without derogating from any of the Landlord's rights and/or remedies and/or relieves and/or right to a compensation of the total amount of damages, including lost profit, according to this Agreement and/or according to any Applicable Law.

30.11 In case of Tenant's breach of its monetary obligations, Tenant shall be obliged to pay the Landlord the Delay Interest and all expenses in terms of Article 12.6 of this Agreement. Besides, if this Agreement is terminated by the Landlord due to Tenant's breach of the its monetary obligations, Landlord shall be entitled to the compensation of damages in the amount equal to the last invoiced monthly Rent (including the Rent as a Percentage of the Turnover if it is higher than the Minimum Rent) and the Management Fees (in the full amount, without taking into account possible temporary Rent and Management Fees reductions) with additional VAT, multiplied by six, without derogating from any of the Landlord's rights and/or remedies and/or relieves and/or right to a compensation of the total amount of

Zakupnine (uključujući Zakupninu kao Procenat od Prometa ukoliko je ista veća od Minimalne Zakupnine) i Naknade za Menadžment Usluge koje su fakturisane Zakupcu (u punom iznosu, bez uzimanja u obzir eventualnih privremenih umanjenja Zakupnine i/ili Naknade za Menadžment Usluge), uvećane za iznos PDV-a, za svaki dan kašnjenja/kršenja Ugovora. Ovim se precizira da se za potrebe obračuna dnevnog iznosa napred navedene ugovorne kazne mesečni iznosi Zakupnine i Naknade za Menadžment Usluge dele sa 25.

30.10 Pored prava Zakupodavca na ugovornu kaznu utvrđenu u članu 30.9, u slučaju raskida Ugovora o zakupu od strane Zakupodavca usled kršenja novčanih obaveza Zakupca, Zakupodavac će imati pravo na ugovornu kaznu zbog neizvršenja Ugovora u visini jednakoј šestostrukom iznosu poslednje fakturisane mesečne Zakupnine (uključujući Zakupninu kao Procenat od Prometa ukoliko je ista veća od Minimalne Zakupnine) i Naknade za Menadžment Usluge (u punom iznosu, bez uzimanja u obzir eventualnih privremenih umanjenja Zakupnine i/ili Naknade za Menadžment Usluge), uvećano za PDV, ne isključujući time bilo koje drugo pravo i/ili pravni lek i/ili pravo sredstvo i/ili pravo na potpunu naknadu štete, uključujući i izmaklu dobit, koje Zakupodavac ima prema ovom Ugovoru i/ili Relevantnim Propisima.

30.11 U slučaju kršenja Zakupčevih novčanih obaveza Zakupac će biti obavezan da Zakupodavcu plati Zateznu Kamatu kao i sve troškove u smislu člana 12.6 ovog Ugovora. Pored toga, ukoliko usled kršenja novčanih obaveza Zakupca Zakupodavac raskine ovaj Ugovor, Zakupodavac će imati pravo na naknadu štete u visini jednakoј šestostrukom iznosu poslednje fakturisane mesečne Zakupnine (uključujući Zakupninu kao Procenat od Prometa ukoliko je ista veća od Minimalne Zakupnine) i Naknade za Menadžment Usluge (u punom iznosu, bez uzimanja u obzir eventualnih privremenih umanjenja Zakupnine i/ili Naknade za Menadžment Usluge), uvećano za PDV, ne isključujući time bilo koje drugo pravo i/ili pravni lek i/ili pravo sredstvo i/ili pravo na potpunu naknadu štete, uključujući i izmaklu dobit,

damages, including lost profit, according to this Agreement and/or according to any Applicable Law.

30.12 The Tenant undertakes that the compensation of damages, to which the Landlord shall be entitled in case of termination of this Agreement due to the breach of the Agreement by the Tenant shall cover all losses, especially those adhered to a time period during which the Leased Premises were empty, without the Tenant, all differences between the amount of the Rent and Management Fees as well as any other compensation owed by the Tenant on the basis of this Agreement and the amount of the Rent and Management Fees, as well as any other compensation to which the Landlord shall be able to agree with any other third party to whom the right to lease or use the same Leased Premises or part thereof shall be given afterwards, as well as any other damages and lost profit, including but not limited to the Landlord's investments in the Leased Premises, Landlord's participation in the costs of the Fit-Out Works and/or Landlord's Incentive in accordance with Appendix "A" of the Agreement, all negative consequences caused in terms of operation of the Shopping Center due to closure of the Leased Premises and loss of the tenant in Shopping Center who has characteristics of the particular Tenant or caused due to reduction of safety and damage to the Shopping Center image.

30.13 The Parties declare that after they calculated, they found that the amount of aforementioned contractual penalties and/or compensation of damages specified by the provisions of Article 30.9, 30.10 and 30.11 of this Lease Agreement shall constitute reasonable and suitable compensation and payment with respect to damage that shall be caused to the Landlord as a result of the breach of the Agreement and as a result of dealing with its consequences, providing that this shall not derogate from the Landlord's right to be compensated for the total amount of damages, including lost profit, that were caused to him.

The Tenant shall be obliged to pay any contractual penalty and/or compensation of damages due to the

koje Zakupodavac ima prema ovom Ugovoru i/ili Relevantnim Propisima.

30.12 Zakupac prihvata da će obeštećenje na koje će Zakupodavac imati pravo u slučaju raskida ovog Ugovora zbog kršenja Ugovora od strane Zakupca obuhvatati sve gubitke, posebno one koji se odnose na period vremena tokom koga je Zakupljeni Prostor bio prazan, bez zakupca, sve razlike između iznosa Zakupnine i Naknade za Menadžment Usluge kao i bilo koje druge naknade dugujuće od strane Zakupca na osnovu ovog Ugovora i iznosa Zakupnine i Naknade za Menadžment Usluge kao i bilo koje druge naknade koju Zakupodavac bude u stanju da ugovori sa bilo kojim trećim licem kome će potom biti izdat ili mu dato pravo da koristi isti Zakupljeni Prostor ili njegov deo, kao i svaku drugu štetu i izmaklu dobit, uključujući ali se ne ograničavajući na sva ulaganja Zakupodavca u Zakupljeni Prostor, učešće Zakupodavca u troškovima Radova na Opremanju i/ili Podstici Zakupodavca u skladu sa Prilogom „A“ Ugovora, sve negativne posledice izazvane u pogledu rada Tržnog Centra zbog zatvaranja Zakupljenog Prostora i zbog gubitka prisustva u Tržnom Centru zakupca koja ima karakteristike konkretnog Zakupca ili koje nastanu zbog smanjenja bezbednosti i štete po imidž Tržnog Centra.

30.13 Ugovorne strane izjavljuju da nakon što su izračunale, smatraju da visina gore navedenih ugovornih kazni i/ili naknade štete predviđenih odredbama članova 30.9, 30.10 i 30.11 ovog Ugovora o zakupu, predstavlja razumnu i odgovarajuću naknadu imajući u vidu štetu koja bi bila prouzrokovana Zakupodavcu kao rezultat povrede Ugovora i otklanjanja njegovih posledica, s tim da ista ne isključuje pravo Zakupodavca na potpunu naknadu štete, uključujući i izgubljenu dobit, koja mu je prouzrokovana.



Landlord, upon Landlord's first demand, without any delay and objection.

The Tenant hereby agrees that the provisions of this Lease Agreement relating to the contractual penalty remains in force even after termination of the lease, i.e., after expiration/termination of this Lease Agreement.

- 30.14 The Parties mutually agree that, beside all other rights determined by this Agreement and/or Applicable Laws, the Landlord has the right to retain the Tenant's goods located in the Leased Premises including any storage facilities, all until the Landlord's claims toward the Tenant, stemming from this Lease Agreement and /or Management Agreement, are fulfilled in total, as well as in the case when the Tenant has become incapable of fulfilling its payment obligations regardless of not having any due and outstanding obligations toward the Landlord (the "Right of Retention").

Based on the Right of Retention, the Landlord shall, in its capacity as Creditor, be entitled to collect all due and outstanding claims that it has toward the Tenant according this Lease Agreement and/or Management Agreement, provided that the Landlord has previously informed the Tenant of its intention.

31. VACATING THE LEASED PREMISES

- 31.1 After the expiry of the Notice Period as specified in Article 30.6 of this Agreement or on the date of expiry of this Agreement or on any other date explicitly agreed between the Parties in case of termination of the Agreement (hereinafter referred to as: the "Vacation Date"), the Tenant shall deliver possession of the Leased Premises to the Landlord, vacant from any person and object belonging to the Tenant, in good and proper condition, as he received it, with exception of fair wear and tear of the Leased Premises caused by their regular and reasonable use during the Lease Period in

Zakupac je dužan da bilo koju ugovornu kaznu i/ili naknadu štete plati Zakupodavcu, na njegov prvi poziv, bez bilo kakvog odlaganja i prava na prigovor.

Zakupac se ovim saglašava da odredbe ovog Ugovora o zakupu koje se odnose na ugovornu kaznu ostaju na snazi i nakon prestanka zakupa, odnosno nakon prestanka važenja/raskida ovog Ugovora o zakupu.

- 30.14 Ugovorne Strane su saglasne da, pored svih ostalih prava utvrđenih u ovom Ugovoru i/ili Relevantnim Propisima, Zakupodavac ima pravo da zadrži robu Zakupca koja se nalazi u Zakupljenom Prostoru, uključujući i svu robu koja se nalazi u objektima za skladištenje, sve dok potraživanja Zakupodavca prema Zakupcu, nastala po osnovu ovog Ugovora o zakupu i/ili Ugovora o Pružanju Menadžment Usluga, ne budu u potpunosti izmirena, kao i u slučaju kada Zakupac postane nesposoban da ispunjava svoje obaveze predviđene Ugovorom o zakupu i/ili Ugovorom o Pružanju Menadžment Usluga, bez obzira što ne postoje neizmirene obaveze Zakupca prema Zakupodavcu ("Pravo Retencije").

Po osnovu Prava Retencije, Zakupodavac je ovlašćen da, u svojstvu poverioca, naplati sva dospela, a neizmirena potraživanja koja ima prema Zakupcu po osnovu ovog Ugovora o zakupu i/ili Ugovora o Pružanju Menadžment Usluga, pod uslovom da je prethodno obavestio Zakupca o svojoj nameri.

31. NAPUŠTANJE ZAKUPLJENOG PROSTORA

- 31.1 Zakupac će po isteku Otkaznog Roka definisanog u članu 30.6 ovog Ugovora ili na dan isteka ovog Ugovora ili na neki drugi dan izričito ugovoren između Ugovornih strana u slučaju prestanka Ugovora (u daljem tekstu: „Dan Iseljenja“), predati državnu Zakupljenog Prostora Zakupodavcu, ispražnjenog od svih lica i stvari koje pripadaju Zakupcu, u dobrom i urednom stanju, kako ga je primio, uz izuzetak redovnog habanja Zakupljenog Prostora izazvanog redovnom i razumnom upotrebom

accordance with this Agreement and ready for immediate use.

31.2 On the Vacation Date the representatives of the Parties shall survey the Leased Premises and make and sign the Takeover Protocol which shall contain, inter alia, the description of the condition of the Leased Premises, the list of all revealed defects and repairs to be performed for remedying of such defects with the terms for their performance, for the purpose of returning the Leased Premises in the condition as described in the previous Article (hereinafter: "Takeover Protocol"). In case of a doubt regarding the list of defects and/or necessary repairs, the Hand-Over Protocol was made in the moment of the delivering of possession of the Leased Premises to the Tenant in terms of Article 14.8 of this Agreement (Appendix "G"). In case the Tenant fails to provide his presence on the vacation Date and/or to sign the Takeover Protocol, it shall be considered that the Takeover Protocol was duly signed even if only the Landlord signed it. With that regard, the Tenant shall not be entitled to raise any objection to such signed Takeover Protocol.

31.3 The Tenant shall, upon the Landlord's first demand and within the term determined for remedying the defects, at this own expense, make any repair in the Leased Premises required for the fulfillment of his undertakings as mentioned. Otherwise, the Landlord shall be entitled, in addition to any other remedy or relief conferred upon the Landlord according to this Agreement and/or according to any Applicable Law, to engage third party for remedying the defects, at the Tenant's expense, whereas the Tenant shall be obliged to refund the Landlord for all costs and damages caused to him in this manner, within 10 (ten) days after the date of issuance of the invoice. The Securities, as hereinafter defined, shall insure, inter alia, the said payments.

31.4 The Tenant shall remove all his equipment and evict his employees, representatives and any other persons from the Leased Premises by the Vacation Date. The Tenant shall not be entitled, upon termination of the

tokom Perioda Zakupa u skladu sa ovim Ugovorom i u stanju koje omogućava da se isti može odmah koristiti.

31.2 Predstavnici Ugovornih strana će na Dan Iseljenja pregledati Zakupljeni Prostor i sačiniti i potpisati Zapisnik o Preuzimanju koji će, između ostalog, sadržati opis stanja Zakupljenog Prostora prilikom primopredaje, spisak uočenih nedostataka i popravke koje treba izvršiti u cilju njihovog otklanjanja sa rokovima za izvršenje, a u cilju vraćanja Zakupljenog Prostora u stanje opisano u prethodnom članu (u daljem tekstu: "Zapisnik o Preuzimanju"). U slučaju nedoumice oko uočenih nedostataka i/ili potrebnih popravki uzeće se u obzir Zapisnik o Primopredaji sačinjen prilikom predaje Zakupljenog Prostora u državnu Zakupcu u smislu člana 14.8 ovog Ugovora (Prilog "G"). U slučaju da Zakupac ne obezbedi svoje prisustvo na Dan Iseljenja radi predaje Zakupljenog Prostora Zakupodavcu i/ili ne potpiše Zapisnik o Preuzimanju, smatraće se da je Zapisnik valjano potpisan i u slučaju da ga je potpisao samo Zakupodavac. U tom smislu, Zakupac neće imati pravo da iznosi bilo kakve primedbe na potpisani Zapisnik o Preuzimanju.

31.3 Zakupac će na prvi poziv Zakupodavca i u okviru roka ostavljenog za otklanjanje nedostatka, o sopstvenom trošku izvršiti svaku popravku u Zakupljenom Prostoru koja je potrebna za ispunjenje njegovih napred navedenih obaveza. U protivnom, Zakupodavac će pored svih ostalih prava i/ili pravnih lekova i/ili pravnih sredstava predviđenih ovim Ugovorom ili Relevantnim Propisima, imati pravo da o trošku Zakupca angažuje treće lice radi otklanjanja predmetnih nedostataka, pri čemu će Zakupac biti dužan da Zakupodavcu nadoknadi sve troškove i štetu koji su mu prouzrokovani u vezi sa ovim, u roku od 10 (deset) dana od dana izdavanja fakture. Sredstva Obezbeđenja koja će biti definisana u daljem tekstu služiće, između ostalog, za obezbeđenje navedenih plaćanja.

31.4 Zakupac će do Dana Iseljenja ukloniti svu svoju opremu i zaposlene, predstavnike i sva druga lica iz Zakupljenog prostora. Zakupac neće imati pravo da mu po prestanku važenja Ugovora budu nadoknađeni troškovi Radova na



Agreement, to reimbursement of the costs of the Fit Out Works as well as the costs of any adaptation, repair and/or change executed in the Leased Premises. Unless the Tenant has been otherwise instructed by the Landlord, any addition, renovation or investment in an asset, including the addition of a gallery, if any, and/or any other permanent changes that cannot be dismantled without causing damage to the Leased Premises, shall remain upon the termination of the lease, for any reason, in the ownership of the Landlord, without any payment to be made by the Landlord or any of his legal successors and/or other tenant, including payment of VAT or any other taxes or charges prescribed by any Applicable Law.

31.5 The Tenant shall pay in full all outstanding payments, due in respect of the Leased Premises or associated with its use until the Vacation Date, including but not limited to utilities charges, communication or any other services or any charges, penalties, interests and any other payments the Tenant is responsible for under this Agreement and/or under any Applicable Law. On the Vacation Date the Tenant shall provide the Landlord with written confirmation issued by the relevant third parties and Authorities of the full settlement of all payments and fees imposed thereon and paid thereby by the Vacation Date. In addition, since some of the amounts due in respect of the said payments may not be known at the Vacation Date, the Tenant undertakes to meet and pay in full all such sums immediately when due, regardless the expiration of the Lease Period or its termination due to any other reason, and the Securities, as hereinafter defined, shall insure, *inter alia*, the said payments. Vacating the Leased Premises does not release the Tenant from debts that were not yet paid by him to the Landlord or to the Management Company or to any other factor.

31.6 If the Tenant fails to vacate the Leased Premises as required, without derogating from any other remedy or relief conferred upon the Landlord according to this Agreement and/or according to any Applicable Law, the Landlord shall be entitled.

Opremanju, kao i troškovi bilo kakvih adaptacija, popravki i/ili izmena izvršenih u Zakupljenom Prostoru. Ukoliko Zakupac nije dobio drugačije Instrukcije od strane Zakupodavca, svi dodaci, renoviranja ili ulaganja u imovinu, uključujući i eventualnu dogradnju galerije i/ili bilo koje druge trajne promene koje ne mogu biti rastavljene bez izazivanja štete Zakupljenom Prostoru, ostaće po prestanku zakupa iz bilo kog razloga u vlasništvu Zakupodavca, bez obaveze plaćanja bilo kakve naknade od strane Zakupodavca ili bilo kog njegovog pravnog sledbenika i/ili drugog zakupca, uključujući i obavezu plaćanja poreza na dodatu vrednost ili bilo kog drugog poreza ili naknade predviđene Relevantnim Propisima.

31.5 Zakupac će u potpunosti izmiriti sva neizmirena dugovanja dospela u vezi s Zakupljenim Prostorom ili u vezi sa njegovom upotrebom do Dana Iseljenja, uključujući ali ne ograničavajući se na naknade za komunalne usluge, telekomunikacione ili bilo koje druge usluge ili naknade, kazne, kamate i druga plaćanja za koja je Zakupac odgovoran prema ovom Ugovoru ili Relevantnim Propisima. Zakupac će na Dan Iseljenja dostaviti Zakupodavcu pisanu potvrdu izdatu od nadležnih trećih lica i organa o tome da su sva plaćanja i naknade koje padaju na teret Zakupca u celosti izmirene do Dana Iseljenja. Pored toga, kako iznosi nekih plaćanja mogu biti nepoznati do Dana Iseljenja, Zakupac prihvata da u celosti izmiri sve takve iznose odmah po njihovom dospeću, bez obzira na istek Perioda Zakupa ili prestanka Ugovora po drugom osnovu i Sredstva Obezbeđenja koja će biti definisana u daljem tekstu službe, između ostalog, za obezbeđenje navedenih plaćanja. Napuštanje Zakupljenog Prostora ne oslobađa Zakupca obaveze izmirenja neplaćenih dugova Zakupodavcu, Društvu za Menadžment ili bilo kom trećem licu.

31.6 Ne isključujući time bilo koji pravni lek ili pravno sredstvo koje Zakupodavcu stoji na raspolaganju po ovom Ugovoru i/ili Relevantnim Propisima, u slučaju da Zakupac ne napusti Zakupljeni Prostor kada se to od njega zahteva, Zakupodavac će imati pravo:

- 31.6.1** To take possession of the Leased Premises, enter the Leased Premises at any time and without an early notice, himself and/or by others, and to vacate the Leased Premises from any objects and/or chattels that were located in it and to change its locks and to prevent access to it by the Tenant or anyone on his behalf in any manner it sees fit. It is clarified that upon the existence of the above said circumstances, the Landlord shall be entitled to vacate any equipment and/or chattels and/or goods of the Tenant from the Leased Premises and to store them in any place according to his sole discretion, at the Tenant's expense. The Tenant shall not have any claim and/or allegation and/or demand with respect to the said eviction and/or storage and/or with respect to the charges for them. Furthermore, the Tenant shall not have any allegation of any kind or type for any damage that shall be caused, if caused, to his equipment and/or chattels and/or goods as mentioned, as a result of the said eviction and/or storage as mentioned:
- 31.6.1** Da u svako doba i bez prethodnog obaveštenja, lično i/ili preko ovlašćenog lica, preuzme državinu Zakupljenog Prostora, uđe u Zakupljeni Prostor, da isprazni Zakupljeni Prostor od predmeta i/ili pokretnih stvari koje se tu nalaze kao i da promeni brave i spreči pristup Zakupca ili bilo kog lica koje postupa u njegovo ime, na bilo koji način koji smatra odgovarajućim. Ugovorne strane potvrđuju da će po nastanku navedenih okolnosti Zakupodavac biti ovlašćen da ukloni bilo kakvu opremu i/ili pokretne stvari i/ili robu Zakupca iz Zakupljenog Prostora i da ih skladišti bilo gde po sopstvenoj diskrecionojoj odluci, a o trošku Zakupca. Zakupac neće imati nikakvih potraživanja i/ili prigovora i/ili zahteva u vezi sa ovom evikcijom i/ili skladištenjem i/ili u vezi sa troškovima istih. Takođe, Zakupac neće isticati bilo kakve prigovore povodom bilo koje štete koja bi mogla da nastane na njegovoj opremi i/ili pokretnim stvarima i/ili robu, kako je navedeno, kao rezultat navedene evikcije i/ili skladištenja.
- 31.6.2** To prevent from the Tenant and/or any individuals employed or engaged or authorized by him and/or any person on his behalf to enter the Leased Premises or to make any use of it, all or in part;
- 31.6.2** Da spreči Zakupca i/ili bilo koje fizičko lice koje je zaposleno ili angažovano kod njega ili ovlašćeno od njega i/ili bilo koje lice koje postupa u njegovo ime da uđe u Zakupljeni Prostor ili da ga koristi, u celini ili delimično;
- 31.6.3** To lease the Leased Premises to any third party without any restriction.
- 31.6.3** Da da u zakup Zakupljeni Prostor bilo kom trećem licu bez ograničenja.
- 31.7** For each day of delay in vacating the Leased Premises, as mentioned in Article 31.1 above and/or according to any Applicable Law, the Landlord shall be entitled to contractual penalty as specified in Article 30.9 of this Agreement, without derogating from the Landlord's right to claim and obtain against the Tenant injunction orders and/or specific performance orders and/or any other right and/or remedy and/or relief due to him according to this Agreement and/or according to any Applicable Law. The Parties agree and confirm that this provision shall remain in force even after the termination of the Lease Agreement, i.e., the lease.
- 31.7** Za svaki dan kašnjenja u napuštanju Zakupljenog Prostora, kao što je navedeno u članu 31.1 Ugovora i/ili prema Relevantnim Propisima, Zakupodavac će imati pravo na ugovornu kaznu u visini definisanoj u članu 30.9 ovog Ugovora, ne isključujući time pravo Zakupodavca da traži i izdejstvuje privremene mere zabrane i/ili naloge protiv Zakupca i/ili bilo koje drugo pravo i/ili pravni lek i/ili pravno sredstvo koje mu pripada po ovom Ugovoru ili Relevantnim Propisima. Ugovorne strane prihvataju i potvrđuju da će ova odredba ostati na snazi i po prestanku važenja Ugovora o Zakupu, odnosno zakupa.



31.8	The breach of any of the Tenant's obligations stipulated by the provisions of this Section 31 shall be considered a fundamental breach of this Agreement by the Tenant.	31.8	Kršenje bilo koje obaveze Zakupca propisane odredbama ovog Odeljka 31 smatraće se grubim kršenjem ovog Ugovora od strane Zakupca.
32.	SECURITIES	32.	SREDSTVA OBEZBEDENJA
32.1	For the purpose of ensuring the fulfillment of all the Tenant's undertakings according to this Agreement on time and without derogating from any remedy and/or relief and/or right conferred upon the Landlord according to this Agreement and/or according to Applicable Law, the Tenant shall furnish to the Landlord at the times specified hereafter, all of the securities as follows:	32.1	U cilju obezbeđenja potpunog i blagovremenog ispunjenja svih Zakupčevih obaveza prema ovom Ugovoru i ne isključujući bilo koji pravni lek i/ili pravno sredstvo i/ili pravo koje pripada Zakupodavcu po ovom Ugovoru i/ili u skladu sa Relevantnim Propisima, Zakupac će dostaviti Zakupodavcu u ugovoreno vreme niže navedena sredstva obezbeđenja:
32.1.1	Only if such obligation is stipulated in the Appendix "A", by no later than on the Delivery Date the Tenant shall give the Landlord a Guarantee Agreement signed by the guarantors, in the form which have to be previously approved by the Landlord (hereinafter: the "Guarantors"). If the Guarantor is a corporation, the Tenant must furnish in addition to the aforesaid, a decision of the competent body of the Guarantor - the corporation - as mentioned, approving the said guarantee. It is clarified that the guarantee and the Guarantors as mentioned are liable jointly and separately with the Tenant. The identity of the Guarantors shall be brought by the Tenant and is subject to prior written approval by the Landlord, who shall be entitled to refuse the approval any of them, according to his sole discretion.	32.1.1	Samo ukoliko je takva obaveza predviđena u Prilogu "A", ne kasnije od Dana Predaje, Zakupac će predati Zakupodavcu Ugovor o jemstvu potpisanu od svih jemaca u formi prethodno odobrenoju od strane Zakupodavca (u daljem tekstu: „Jemci“). Ukoliko je Jemac pravno lice, Zakupac je dužan da uz navedeni Ugovor obezbedi i odluku nadležnog organa Jemca – pravnog lica kojom se odobrava navedeno jemstvo. Jemci će biti odgovorni solidarno sa Zakupcem. Identitet Jemaca odrediće Zakupac uz prethodno pismeno odobrenje Zakupodavca, koji će biti ovlašćen da odbije bilo koga od Jemaca, prema svojoj diskrecionoj odluci.
32.1.2	By no later than on the Delivery Date the Tenant shall provide the Landlord with an autonomous bank guarantee issued by the reputable bank acceptable for the Landlord and made in form specified in Appendix "E" (hereinafter: the "Bank Guarantee"). Without derogating from the provisions of Appendix "F" the following provisions shall apply to the Bank Guarantee:	32.1.2	Ne kasnije od Dana Predaje, Zakupac će dostaviti Zakupodavcu autonomnu bankarsku garanciju izdatu od renomirane banke prihvatljive za Zakupodavca i sačinjenu u formi određenoj Prilogom „E“ (u daljem tekstu: „Bankarska Garancija“). Bez isključivanja odredaba Priloga „E“, sledeće odredbe primenjivace se na Bankarsku Garanciju:
32.1.2.1	The Bank Guarantee shall be autonomous, irrevocable, unconditional, endorsable, drafted in favor of the Landlord as a beneficiary, payable upon the first demand of the Landlord, can be exercised in installments, legally	32.1.2.1	Bankarska Garancija biće autonomna, neopoziva, bezuslovna, prenosiva, sačinjena u korist Zakupodavca, plativa na prvi poziv Zakupodavca, izvršiva u ratama, zakonski overena o trošku Zakupca i važeća za ceo Period

stamped at the Tenant's expense and valid for the entire Lease Term and until 90 days after the expiry of the Lease Term. In case the Bank Guarantee would expire before the expiration of the aforementioned validity period, the Tenant shall be obliged to furnish the Landlord the new Bank Guarantee with unchanged conditions, by no later than 30 days prior to the expiry of the issued Bank Guarantee, otherwise the Landlord shall be entitled to draw down the Bank Guarantee and retain the amount as the deposit, without derogating from any other or additional right and/or relief and/or remedy to which the Landlord is entitled under this Agreement and/or any Applicable Law. It is clarified that the Tenant shall bear alone any fee and/or cost and/or payment with respect to the Bank Guarantee.

Zakupa i dodatnih 90 dana po njegovom isteku. U slučaju da Bankarska Garancija ističe pre isteka navedenog perioda važenja, Zakupac će biti obavezan da dostavi Zakupodavcu novu Bankarsku Garanciju sa istim uslovima, najkasnije 30 dana pre isteka važenja izdate Bankarske Garancije, inače će Zakupodavac biti ovlašćen da naplati Bankarsku Garanciju i zadrži sumu kao depozit, ne isključujući time bilo koje drugo ili dodatno pravo i/ili pravno sredstvo i/ili pravni lek koji Zakupodavac ima na raspolaganju prema ovom Ugovoru i/ili Relevantnim Propisima. Svaku naknadu i/ili trošak i/ili isplatu u vezi sa Bankarskom garancijom snosiće isključivo Zakupac.

32.1.2.2 The amount of the Bank Guarantee shall be as specified in Appendix "A". The amount of bank guarantee shall be adjusted and updated in order to correspond with any change of the Minimum Rent and/or Management Fees in terms of Sections 6, 7 and 9 of this Agreement.

32.1.2.2 Iznos Bankarske Garancije utvrđen je u Prilogu "A" ovog Ugovora. Iznos bankarske garancije biće prilagođen i ažuriran tako da odgovara bilo kojoj promeni Minimalne Zakupnine i/ili Naknade za Menadžment Usluge u smislu odredbi Odeljaka 6, 7, i 9 ovog Ugovora.

32.1.2.3 If the term of this Agreement shall be extended for an Additional Lease Term as specified in Appendix "A" of this Agreement, the Tenant shall furnish the Landlord the Bank Guarantee for an Additional Lease Term in the identical form and terms of the Bank Guarantee that was given with respect to the Initial Lease Term.

32.1.2.3 Ukoliko važenje ovog Ugovora bude produženo za Dodatni Period zakupa kao što je određeno Prilogom „A“ ovog Ugovora, Zakupac će dostaviti Zakupodavcu Bankarsku Garanciju za Dodatni Period zakupa u identičnoj formi i sa identičnim uslovima kao za Bankarsku Garanciju dostavljenu za Inicijalni Period zakupa.

32.2 The Parties may agree that, instead of the Bank Guarantee, the Tenant shall furnish the Landlord with a cash deposit in the aggregate amount as determined in Appendix "A" and on the date stipulated in Article 32.1.2 of this Agreement. The provisions of this Agreement relating to the Bank Guarantee shall accordingly apply to the deposit.

32.2 Ugovorne strane se mogu sporazumeti da umesto Bankarske Garancije, Zakupac na dan utvrđen u članu 32.1.2 ovog Ugovora preda Zakupodavcu kao depozit gotovinski iznos definisan u Prilogu "A" ovog Ugovora. Odredbe ovog Ugovora koje se tiču Bankarske Garancije analogno će se primenjivati na depozit.

32.3 NOT APPLICABLE

32.3 NE PRIMENJUJE SE.

32.4 If any of the guarantees and/or securities that were given for the performance of this Agreement, in whole or in part, were cancelled or were declared by the authorized court as cancelled or invalid for any reason or the said guarantees and/or securities were exercised

32.4 Ukoliko bilo koja garancija i/ili drugo sredstvo obezbeđenja dato kao obezbeđenje za izvršenje obaveza iz ovog Ugovora, bude poništeno ili ukoliko bude oglašeno ništavim ili nevažećim od strane nadležnog suda ili bude iskorišćeno u celosti ili delimično od strane



by the Landlord in full or in part or the amount of Minimum Rent and/or Management Fees has been changed in terms of Sections 6, 7 and 9 the Tenant shall be obliged to furnish the Landlord, within 10 [ten] days of the exercise of the guarantee and/or security or change of the amount of Minimum Rent and/or Management Fees or the cancellation date, an alternative guarantee and/or security or supplementing the guarantee and/or security that was exercised or the guarantee amount has been changed as specified above, to the full guarantee amount, acceptable for the Landlord at his own discretion,

Zakupodavca ili ukoliko dođe do izmena u iznosu Minimalne Zakupnine i/ili Naknada za Menadžment Usluge u skladu sa odredbama Odeljaka 6, 7, i 9, Zakupac je dužan da, u roku od 10 (deset) dana od dana aktiviranja garancije i/ili drugog sredstva obezbeđenja, ili dana promene iznosa Minimalne Zakupnine i/ili Naknada za Menadžment Usluge, ili dana poništaja garancije i/ili drugog sredstva obezbeđenja, dostavi Zakupodavcu drugu garanciju i/ili drugo sredstvo obezbeđenja, prihvatljivu za Zakupodavca, po njegovoj slobodnoj oceni, kojom se zamenjuje prethodna garancija i/ili drugo sredstvo obezbeđenja ili se, u slučaju aktiviranja ili izmene garantovanog iznosa, istom dopunjava prethodna garancija i/ili drugo sredstvo obezbeđenja do punog garantovanog iznosa.

32.5 In case of the Tenant's delay in fulfilling of any of his obligations from this Agreement and/or the Management Agreement, including the payment of the Rent, Management Fees, Additional Expenses, any contractual penalty, compensation of damage, interests or costs payable by the Tenant according to this Agreement and/or the Management Agreement and/or any Applicable Law, the Landlord and/or the Management Company shall be entitled to exercise the aforementioned securities, all or in part, (according to their choice), without previous notification sent to the Tenant. The Landlord's and/or the Management Company's right to exercise the aforementioned securities shall not derogate from any remedy and/or relief and/or right conferred upon the Landlord and/or the Management Company according to the Agreement and/or according to any Applicable Law, according to the sole and exclusive discretion of the Landlord and/or the Management Company.

32.5 U slučaju da je Zakupac u zakašnjenju sa izvršenjem bilo koje obaveze iz ovog Ugovora i/ili Ugovora o Pružanju Menadžment Usluga, uključujući zakašnjenje u plaćanju Zakupnine, Naknade za Menadžment Usluge, Dodatnih Troškova, bilo koje ugovorne kazne, naknade štete, kamata ili troškova koje je Zakupac dužan da plati u skladu sa ovim Ugovorom i/ili Ugovorom o Pružanju Menadžment Usluga i/ili Relevantnim Propisima, Zakupodavac i/ili Društvo za Menadžment će imati pravo da realizuju gore navedena sredstva obezbeđenja, u celini ili delimično (po sopstvenom izboru), bez prethodnog obraćanja Zakupcu. Pravo Zakupodavca i/ili Društva za Menadžment da realizuje gore navedena sredstva obezbeđenja ne isključuje njegovo pravo na bilo koji drugi pravni lek i/ili pravno sredstvo i/ili pravo koje mu stoji na raspolaganju u skladu sa odredbama ovog Ugovora ili važećih propisa.

32.6 The breach of any of the Tenant's obligation stipulated by the provisions of this Section 32 shall be considered a fundamental breach of this Agreement by the Tenant.

32.6 Kršenje bilo koje obaveze Zakupca propisane odredbama ovog Odeljaka 32 predstavljate grubo kršenje ovog Ugovora od strane Zakupca.

33. **PERFORMING UNDERTAKINGS IN PLACE OF THE OTHER PARTY**

33. **ISPUNJAVANJE OBAVEZA UMESTO DRUGE UGOVORNE STRANE**

33.1 For as long as the obligation to execute any action or work or to pay any payment is imposed on the Tenant and the Tenant did not execute the said action or work or payment by the date stipulated for this in the Agreement, and lacking such date as mentioned - until the date stipulated for this in the written demand that he shall receive from the Landlord - then the Landlord and/or the Management Company are entitled (but not obligated) to execute the action or work or payment in place of the Tenant and at the Tenant's expense, whether by themselves or by others.

33.2 In this event, the Tenant is obligated to pay the Landlord or the Management Company, respectively, all of the amounts or the losses or the damages borne by the Landlord or Management Company, immediately upon their demand with respect to the execution of the said action or work or payment, all bank, administrative, legal and any other costs related therewith, as well as the Delay Interest at the rate specified in this Agreement, starting from the date of payment by the Landlord and/or Management Company until the actual return date of the entire amount by the Tenant - without derogating from all of the provisions of this Agreement and/or from any remedy and/or relief and/or right conferred upon the Landlord according to this Agreement and/or according to any Applicable Law.

34. REPRESENTATIONS AND WARRANTIES

34.1 The Tenant hereby represents, confirms, guarantees and undertakes as follows:

34.1.1 (a) It is a corporation duly registered and in good standing and existing under the laws of the jurisdiction where it is incorporated, it is not subject to a liquidation or bankruptcy or reorganization procedure, it has the capacity to sue and be sued and it has all the requisite corporate power to enter into and perform its obligations under this Agreement, (b) the execution and delivery of this Agreement has been duly and validly authorized by all necessary corporate action, and (c) the execution, delivery and performance of this Agreement by it is permitted by its constitutional documents and by-

33.1 Dokle god postoji obaveza Zakupca na neku činidbu ili rad ili plaćanje, a Zakupac je ne izvrši do dana određenog ovim Ugovorom, a ukoliko isti nije određen, do dana koji odredi Zakupodavac u pisanom zahtevu koji će dostaviti Zakupcu, Zakupodavac i/ili Društvo za Menadžment su ovlašćeni (ali ne i obavezani) da, umesto Zakupca i o njegovom trošku, izvrše predmetnu činidbu ili rad ili isplatu, bilo lično bilo preko drugih lica.

33.2 U ovom slučaju, Zakupac je obavezan da nadoknadi Zakupodavcu odnosno Društvu za Menadžment, odmah po njihovom zahtevu, sve iznose i/ili gubitke i/ili štete koje su snosili Zakupodavac ili Društvo za Menadžment u pogledu izvršenja navedene činidbe ili rada ili isplate, sve bankarske, administrativne, pravne i sve druge troškove u vezi sa tim, kao i Zateznu Kamatu, počev od dana kada su Zakupodavac i/ili Društvo za Menadžment izvršili predmetno plaćanje do dana izmirenja celokupnog iznosa od strane Zakupca - ne dirajući time u bilo koju odredbu ovog Ugovora i/ili bilo koji pravni lek i/ili pravno sredstvo i/ili pravo koje pripada Zakupodavcu po ovom Ugovoru i/ili Relevantnim Propisima.

34. IZJAVE I GARANCIJE

34.1 Zakupac ovim izjavljuje, potvrđuje, garantuje, i prihvata sledeće.

34.1.1 (a) Da je privredno društvo propisno osnovano, organizovano i aktivno u skladu sa zakonodavstvom zemlje njegovog sedišta, da nad njim nije pokrenut stečaj ili likvidacija ili postupak reorganizacije, da ima pravnu sposobnost da tuži i da bude tužen i ima svu pravnu i poslovnu sposobnost da preuzme i izvrši obaveze iz ovog Ugovora, (b) da je blagovremeno pribavio sve potrebne dozvole i ovlašćenja za zaključenje i izvršenje ovog Ugovora, a u skladu sa njegovim korporativnim aktima, i (c) da zaključenje i izvršenje ovog Ugovora dozvoljeno njegovim osnivačkim aktima i



laws and will not result in any violation of and will not conflict with or result in any breach of any of the terms and conditions of its constitutional documents and the by-laws;

34.1.2 There is no action, claim, dispute, litigation, proceedings or investigation with any court or government or other authorities pending, or, as far as it is known to the Tenant, threatened, against or relating to Tenant, his properties or business, or to the transactions contemplated by this Agreement which does, or may reasonably be expected to, materially and adversely affect the ability of the Tenant to enter into this Agreement or to carry out his obligations hereunder and there is no basis for any such action, claim, dispute, litigation, proceedings or investigation;

34.1.3 Neither the consummation of the actions contemplated by this Agreement, to be performed by the Tenant, nor the fulfilment of the terms, conditions and provisions of this Agreement, conflicts with, nor will result in a breach or constitute a default under any law, agreement, instrument or other act (court order, verdict, decree, etc.) to which the Tenant is a party to or by which he is bound,

34.1.4 The Tenant inspected and examined this the location of the Shopping Center and the Leased Premises, the possibilities for using the Leased Premises according to Applicable Laws and for the purposes of his business and activities as defined in this Agreement, the commercial and/or planning and/or legal status of the Land including an inspection of the rights with respect to the Land, the details of the urban plans, the building plans of the Shopping Center including the building plans of the Leased Premises and the location of the Leased Premises in the Shopping Center. The Tenant confirms that he received all of the information that seems relevant to him in connection with the Shopping Center and its construction and with respect to the Leased Premises, including information regarding the possibility of changes in the plans and the Shopping Center to be made by the Landlord and found the Leased Premises suitable for the purposes of his business and activities

da neće doći u sukob, niti rezultirati kršenjem odredbi i uslova sadržanih u njegovim osnivačkim aktima;

34.1.2 Da ne postoji niti, koliko je Zakupcu poznato, preči opasnosti od pojave bilo kakve radnje, zahteva, spora, parnice, postupka ili istrage pred bilo kojim sudom ili državnim ili drugim organima, protiv ili u vezi sa Zakupcem, njegovim vlasništvom ili poslovanjem ili transakcijama koje su predmet ovog Ugovora, a koje će, ili bi se to moglo očekivati, materijalno i nepovoljno uticati na sposobnost Zakupca da zaključi Ugovor ili da ispunji svoje obaveze po Ugovoru, kao i da i nema osnova za nastanak takve radnje, zahteva, spora, parnice, postupka ili istrage;

34.1.3 Da ni izvršenje obaveza Zakupca iz ovog Ugovora, ni ispunjenje uslova i odredbi ovog Ugovora nije u suprotnosti niti će rezultirati povredom, niti će predstavljati kršenje bilo kog zakona, ugovora ili instrumenta ili drugog akta (sudskog naloga, presude, naredbe), čija je strana Zakupac ili kojim je Zakupac vezan;

34.1.4 Da je Zakupac izvršio uvid i pregledao lokaciju Tržnog Centra i Zakupljenog Prostora, mogućnosti za korišćenje Zakupljenog Prostora u skladu sa Relevantnim Propisima i za potrebe obavljanja delatnosti i aktivnosti kao što je određeno Ugovorom, komercijalni i/ili urbanistički i/ili pravni status Zemljišta uključujući i proveru prava na Zemljištu, detalja urbanističkih planova, građevinskih planova Tržnog Centra uključujući i građevinske planove Zakupljenog Prostora i lokaciju Zakupljenog Prostora u Tržnom Centru. Zakupac potvrđuje da je primio sve informacije koje su mu se činile relevantnim u vezi sa Tržnim Centrom i njegovom izgradnjom i u vezi sa Zakupljenim Prostorom, uključujući i informacije u vezi sa mogućnošću promene planova i Tržnog Centra od strane Zakupodavca i smatra Zakupljeni Prostor odgovarajućim za potrebe obavljanja svojih delatnosti i aktivnosti i ovim se odriče bilo kog zahteva zbog nepododbnosti Zakupljenog Prostora i/ili u vezi sa

and hereby waives any claim of unsuitability of the Leased Premises and/or with respect to the use of it and he agrees to lease the Leased Premises from the Landlord;

njegovim korišćenjem i prihvata za zakupi Zakupljeni Prostor od Zakupodavca;

34.1.5 The Tenant is aware that the Landlord reserves the right to plan the Shopping Center as he wishes and that there is a possibility that changes will occur in the plans of the Shopping Center and/or the urban plans, whether according to the Authorities' requirements or at the Landlord's discretion and the Tenant declares that these shall not affect his undertakings according to this Agreement;

34.1.5 Da je Zakupac upoznat sa tim da Zakupodavac zadržava pravo da planira Tržni Centar po svom nahođenju i da postoji mogućnost promene u planovima Tržnog Centra i/ili urbanističkim planovima, bilo u skladu sa zahtevima Nadležnih Organa ili po odluci Zakupodavca i Zakupac izjavljuje da one neće uticati na njegove obaveze u skladu sa ovim Ugovorom;

34.1.6 The Tenant is aware that the Landlord is entitled to periodically implement any change in the Shopping Center, even after the beginning of activities in the Shopping Center. The Tenant hereby waives in advance any claim and/or allegation and/or demand in connection with the above said provided the works shall not prevent the Tenant in reasonable use of the Leased Premises for the Purposes of the Lease;

34.1.6 Da je Zakupac upoznat sa tim da je Zakupodavac ovlašćen da periodično vrši bilo kakve izmene u Tržnom Centru, čak i nakon otpočinjanja aktivnosti Tržnog Centra. Zakupac se ovim unapred odriče bilo kakvog potraživanja i/ili prigovora i/ili zahteva u vezi sa gore navedenim, pod uslovom da radovi ne sprečavaju Zakupca u razumnom korišćenju Zakupljenog Prostora u skladu sa Namenom Zakupa;

34.1.7 The Tenant is aware that the Shopping Center shall include businesses of different types, according to the sole discretion of the Landlord, and with the intention of creating the correct mix of businesses in the Shopping Center for the benefit of all the business owners in the Shopping Center. The Tenant waives in advance any claim in connection with the type of businesses that shall be run in the Leased Units, their character, standard, the extent of their activities, their opening hours, their entrance and exit arrangements etc. In order to eliminate doubt, the Tenant is aware that the Shopping Center or any part of it may operate for 24 hours a day, seven days a week, according to the sole discretion of the Landlord;

34.1.7 Da je Zakupac upoznat sa tim da će Tržni Centar uključiti delatnosti različitog tipa, prema isključivo diskrecionoj odluci Zakupodavca, sa namerom stvaranja prave kombinacije delatnosti u korist svih koji će obavljati poslovanje u Tržnom Centru. Zakupac se odriče svih zahteva u vezi sa vrstom delatnosti koje će se obavljati u Zakupljenim Prostornim Jedinicama, njihovim karakterom, standardom, obimom aktivnosti, radnim vremenom, mogućnostima ulaska i izlaska itd. Da bi se otklonila svaka sumnja, Zakupac je svestan da Tržni Centar ili neki njegov deo može raditi 24 sata dnevno, sedam dana u nedelji, prema isključivo diskrecionoj odluci Zakupodavca;

34.1.8 The Tenant is aware that the Landlord is entitled to limit and/or completely prevent the operations of a business or businesses for certain purposes in the Shopping Center and/or to periodically grant exclusivity for a business or certain businesses, and he is aware that a number of businesses of the same type and for the same

34.1.8 Da je Zakupac upoznat sa tim da je Zakupodavac ovlašćen da ograniči i/ili u potpunosti spreči obavljanje određene/ih poslovne/i delatnosti u Tržnom Centru i/ili da periodično da pravo ekskluzivnog obavljanja određene/ih poslovne/i delatnosti kao i da je svestan



purpose may be operated in the Shopping Center, in accordance with the Landlord's sole discretion and without any restriction. The Tenant hereby irrevocably waives any claim and/or demand and/or allegation against the Landlord with respect to this issue. Furthermore, the Tenant declares that he took this issue into account and his calculations, when entering into this Agreement.

34.1.9 The Tenant is experienced in operating a business of the type and extent as specified hereafter for the Purposes of the Lease. The Tenant shall make his best efforts and act diligently, in order to bring success to the business and increase the proceeds, while strictly maintaining a high and professional level of managing his business.

35. MISCELLANEOUS

35.1 This Agreement contains and expresses all of the agreed terms between the Parties. All of the promises, guarantees, declarations, prospectuses, brochures, advertisements, written or oral agreements, undertakings or presentations regarding the subject of this Agreement that were given or made by the Parties before the signing of this Agreement and were not explicitly expresses in it, cannot add to the obligations and rights stipulated in this Agreement or derived from it, derogate from them or change them, and the Parties shall not be bound by them from the date of this Agreement

35.2 The Parties hereby declare that they reached this Agreement after investigating and checking and that no Party has relied on any information other than the information which has been explicitly stipulated in this Agreement.

35.3 No change 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.

da više delatnosti istog tipa i namene može biti obavljano u Tržnom Centru, u skladu sa isključivo diskreционom odlukom Zakupodavca i bez ikakvih ograničenja. Zakupac se ovim neopozivo odriče bilo kog potraživanja i/ili zahteva i/ili prigovora protiv Zakupodavca u vezi sa ovim pitanjem. Nadalje, Zakupac izjavljuje da je ovu činjenicu uzeo u obzir i računicu prilikom zaključenja ovog Ugovora;

34.1.9 Da Zakupac ima iskustva u obavljanju delatnosti tipa i obima kako je navedeno u okviru Namene Zakupa. Zakupac će uložiti najveći napor i savesno raditi da bi postigao uspešnost poslovanja i povećao profit, sve vreme strogo održavajući visok i profesionalan nivo poslovanja.

35. OSTALE ODREDBE

35.1 Ovaj Ugovor sadrži i izražava sve uslove dogovorene između Ugovornih strana. Sva obećanja, garancije, izjave, prospekti, brošure, reklame, pisani ili usmeni sporazumi, obaveze ili prezentacije koje se tiču ovog Ugovora, date ili učinjene od strane Ugovornih strana pre potpisivanja ovog Ugovora, a da nisu izričito izražene u njemu, ne mogu stvoriti nove obaveze i prava u odnosu na ona određena u ovom Ugovoru ili izvedena iz njega, derogirati ih ili ih promeniti i Ugovorne strane neće njima biti vezane od dana zaključenja ovog Ugovora.

35.2 Ugovorne strane ovim putem izjavljuju da su zaključile ovaj Ugovor nakon istraživanja i provere i da se nijedna Ugovorna strana nije oslanjala na bilo koju informaciju osim onih izričito navedenih u ovom Ugovoru.

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

- 35.4 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.
- 35.5 Nothing in this Agreement creates a partnership and/or agency relationship and/or employer- employee relationship between the Parties and cannot confer rights upon any third party that is not explicitly mentioned in this Agreement, and this Agreement cannot derogate from any obligation or undertaking of any third party.
- 35.6 In order to eliminate doubt it is clarified that the rights conferred upon the Tenant according to this Agreement, inasmuch as they are conferred upon him, are conferred upon the Tenant only with respect to the Leased Premises and the Tenant shall not have any right with respect to Common Areas and/or additional building rights and/or additional building areas which shall be approved and built by the Landlord or by any third party, and/or in connection to use of any part of the Shopping Center that is not within the area of the Leased Premises and this includes roofs, parking lots, storerooms, passageways etc. The Tenant gives his consent in advance to any action and/or use as mentioned and will not be entitled to oppose any of this.
- 35.7 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
- 35.8 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
- 35.4 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.
- 35.5 Ništa u ovom ugovoru ne stvara odnos ortakluka i/ili zastupništva i/ili radni odnos između Ugovornih strana i ne daje prava bilo kom trećem licu koje nije izričito pomenuto u ovom Ugovoru niti može da isključi bilo koju obavezu ili činidbu bilo kog trećeg lica.
- 35.6 Radi otklanjanja svake sumnje, pojašnjava se da se prava Zakupca po ovom Ugovoru, u onoj meri u kojoj su mu data, odnose isključivo na Zakupljeni Prostor i Zakupac nema nikakva prava na Zajedničkim Površinama i/ili pravu građenja i/ili na dodatnim građevinskim površinama koje će biti odobrene i izgrađene od strane Zakupodavca ili trećeg lica i/ili u vezi sa korišćenjem bilo kog dela Tržnog Centra koji nije obuhvaćen Zakupljenim Prostorom, uključujući krovove, parking prostor, ostave, prolaze, itd. Zakupac unapred pristaje na bilo koju gore navedenu radnju i/ili upotrebu i neće imati pravo da im se protivi.
- 35.7 Svaka od Ugovornih 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.
- 35.8 Ako bilo koja odredba ovog Ugovora bude proglašena nevažećom, nezakonitom ili neizvršivom, takva odredba će biće promenjena na način da se sa što manje izmena omogući njena punovažnost i sprovodljivost. Ukoliko



a provision shall be stricken from this Agreement while the remaining provisions of the Agreement shall stay effective and in full force.

promena nije moguća, takva odredba se neće primenjivati, dok će ostale odredbe Ugovora ostati na snazi.

35.9 Subject to the mandatory reporting obligations applicable to the Parties and/or their 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, including the Landlord's or any of his affiliates' publishing and reporting duty in the Stock Exchange, 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 confidential in the sense of this Agreement to third parties or the public without prior written consent of the other Party,

35.9 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 Ugovorne strane, uključujući i obavezno objavljivanje informacija i dostavljanje izveštaja za potrebe berze od strane Zakupodavca ili bilo kojeg sa njim povezanog lica. U tom smislu, svaka Ugovorna strana se obavezuje da bez prethodne pisane saglasnosti druge Ugovorne strane neće saopštavati trećim licima ili javnosti ono što se smatra poslovnom tajnom u smislu ovog Ugovora.

35.10 Unless otherwise defined in this Agreement or agreed in written by the Parties, all correspondence between them shall be carried out in the following ways: by a registered mail with a receipt note, e-mail or delivered in person. Each writing sent by e-mail shall be confirmed by registered mail with receipt note or letter delivered in person, within 3 (three) days. The writings shall be considered delivered on the following dates:

35.10 Osim ukoliko nije drugačije definisano ovim Ugovorom ili ukoliko se Ugovorne strane pisanim putem drugačije ne dogovore, celokupna korespondencija među njima vršiće se putem preporučene poštanske pošiljke sa povratnicom, e-maila ili lične dostave. Svako pismo poslato e-mailom biće potvrđeno preporučenim pismom sa povratnicom ili lično uručenim pismom, u roku od 3 (tri) dana. Pismena će se smatrati dostavljenim sa sledećim datumima:

35.10.1 If sent as registered mail with receipt note – on the date of delivery indicated on the receipt note,

35.10.1 Ako se šalju preporučenom pošiljkom sa povratnicom – na datum uručenja naznačen na povratnici;

35.10.2 If sent by e-mail – on the date determined in the e-mail confirming delivery note;

35.10.2 Ako su poslata e-mailom - na datum naznačen na e-mailu koji potvrđuje izvršenu dostavu;

35.10.3 If delivered in person – on the date determined on the delivery note.

35.10.3 Ako su dostavljena lično – na datum naznačen na potvrdi o izvršenoj dostavi.

35.10.4 The addresses, e-mail addresses and telephone numbers of the Parties for the purposes of this Agreement are as specified in the preamble. Each Party is obliged to inform the other Party about any change in relation to data regarding the delivery of writings, immediately and no later than 48h upon its occurrence.

35.10.4 Adrese, mail adrese i brojevi telefona Ugovornih strana za potrebe ovog Ugovora preckirane su u preambuli. Svaka Ugovorna strana je dužna da o svakoj promeni podataka vezanih za dostavljanje pismena, odmah, a najkasnije u roku od 48h, obavesti drugu Ugovornu stranu o nastalim promenama.

35.11 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.

35.12 This Agreement shall enter into force on the date of signing. By entering into force of this Agreement, all previous agreements, understandings and/or contracts, whether written or oral, made between the Parties in respect to the subject of this Agreement, including the Heads of Terms for the Lease of the Premises, cease to be effective and applied.

35.13 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 resolved by the competent court in Pančevo.

35.14 This Agreement has been drawn up in the English and Serbian languages (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.

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

The Landlord.

By:

Lev Raphael Edward Lyon Weiss, General Manager

By:

Nir Sidal, Other Representative

The Tenant:

By:

Darko Paradinović, General Manager

35.11 Svaka Ugovorna strana snosiće sopstveno troškove izazvane u vezi sa pripremom i sprovođenjem ovog Ugovora, uključujući advokatske i druge konsultantske troškove.

35.12 Ovaj Ugovor stupa na snagu danom potpisivanja. Stupanjem na snagu ovog Ugovora prestaju da važe i da se primenjuju svi raniji usmeni ili pisani sporazumi, dogovori i/ili ugovori zaključeni između Ugovornih strana u vezi sa predmetom ovog Ugovora, uključujući i Osnovne uslove za zakup prostora.

35.13 Na ovaj Ugovor će se primenjivati i isti će biti tumačen i izvršavan u skladu sa pravom Republike Srbije. Bilo koji spor koji nastane po ovom Ugovoru ili u vezi sa ovim Ugovorom Ugovorne strane će nastojati da reše mirnim putem, u skladu sa dobrim običajima i poslovnom etikom. U slučaju da se spor ne može rešiti mirnim putem, o njemu će odlučivati nadležni sud u Pančevu.

35.14 Ovaj Ugovor je sastavljen na engleskom i srpskom jeziku (engleska verzija će biti glavna i obavezujuća), u 4 (četiri) primerka svake verzije, od kojih svaka Ugovorna strana zadržava po 2 (dva) primerka svake verzije.

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

Za Zakupodavca:

Lev Raphael Edward Lyon Weiss, direktor

Nir Sidal, ostali zastupnik

Za Zakupca:

Darko Paradinović, direktor

