

**LEASE AGREEMENT**

**UGOVOR O ZAKUPU**

entered into by and between  
**Luka Novi Sad ad Novi Sad**  
and

zaključen između  
**Luka Novi Sad ad Novi Sad**

i

**Lear Corporation d.o.o. Beograd-Stari Grad**

**Lear Corporation d.o.o. Beograd-Stari Grad**

Belgrade, January 27<sup>th</sup> 2016

Beograd, dana 27.01.2016. godine

This Lease Agreement ("Agreement") is entered into in Belgrade on January 27<sup>th</sup> 2016 by and between the following Parties:

1. **Luka Novi Sad ad Novi Sad**, with its registered seat at no. 1 Carinska street, tax identification number 100236952, corporate identification number 08155020, represented herein by prof. dr Aleksandar Milovančev ("Lessor")

and

2. **Lear Corporation d.o.o. Beograd-Stari Grad**, with registered seat at No. 3, Cincar Jankova street, having corporate identification number 21140872, 109199461, represented by director Martin Henningsen ("Lessee").

The Lessor and the Lessee shall be individually referred to as the "Party" and jointly as the "Parties".

#### General Provisions

- The Lessor is the:
  - (i) out of books owner of the business building which do not have determined business activity, building no. 1, of 5,495.00 m<sup>2</sup> ("Building I") located on the land parcel no. 4142/15, registered in the land registry sheet 11736, Cadastral Municipality Novi Sad 1, located in 13 Kanalska street ("CP I") over which the Landlord has usage right and
  - (ii) Registered owner of the business building which do not have determined business activity, building no. 1, of 6,409,00 m<sup>2</sup> ("Building II") located on the land parcel no. 4142/26, registered in the land registry sheet 19479, Cadastral Municipality Novi Sad 1, located in 15 Kanalska street ("CP II") over which the Landlord has usage right, all as given in the excerpts from the cadastral registry, which shall be Appendix 1 to this Agreement.

Building I and Building II hereinafter jointly "Building" and CP I and CP II hereinafter jointly "Land".

- The Lessor hereby declares that he is fully aware of the fact that the Lessee concluded the lease agreement ("Lease Agreement for New Building") with City of Novi Sad for lease of another industrial building ("New Building").

Ovaj Ugovor o zakupu ("Ugovor") zaključen je u Beogradu dana 27.01.2016. godine između sledećih Ugovornih strana:

1. **Luka Novi Sad ad Novi Sad**, sa registrovanim sedištem na adresi Carinska br 1, PIB 100236952, MB 08155020, koga zastupa generalni direktor prof. dr Aleksandar Milovančev "Zakupodavac"

i

2. **Lear Corporation d.o.o. Beograd-Stari Grad**, sa registrovanim sedištem na adresi Cincar Jankova 3, matični broj 21140872, PIB 109199461, koga zastupa direktor Martin Henningsen („Zakupac“).

Zakupodavac i Zakupac pojedinačno se nazivaju "Ugovorna strana" a zajedno "Ugovorne strane".

#### Opšte odredbe

- Zakupodavac je:
  - (i) vangrunтовni vlasnik nepokretnosti-poslovne zgrade za koju nije utvrđena delatnost, broj zgrade 1, površine 5,495.00 m<sup>2</sup> ("Objekat I"), koja se nalazi na katastarskoj parceli br. 4142/15 upisane u list nepokretnosti br. 11736 KO Novi Sad 1 u Novom Sadu ulica Kanalska br. 13 („KP I“) čiji je Zakupodavac nosilac prava korišćenja i
  - (ii) grunтовni vlasnik nepokretnosti, poslovne zgrade za koju nije utvrđena delatnost, broj zgrade 1 površine 6,409.00 m<sup>2</sup> ("Objekat II") koja se nalazi na katastarskoj parceli 4142/26 upisane u list nepokretnosti br. 19479, KO Novi Sad, u Novom Sadu ulica Kanalska 15 ("KP II") čiji je Zakupodavac nosilac prava korišćenja, sve kako je dato u izvodima iz katastra nepokretnosti koji čine Prilog 1 ovog Ugovora.

Objekat I i Objekat II u daljem tekstu zajedno "Objekat", a KP I i KP II u daljem tekstu zajedno "Zemljište".

- Zakupodavac ovim izjavljuje da je u potpunosti upoznat sa činjenicom da je Zakupac zaključio ugovor o zakupu („Ugovor o zakupu za Novi Objekat“) sa Gradom Novim Sadom za zakup drugog industrijskog objekta („Novi

The Lessor is furthermore fully aware and irrevocably accepts that Lessee is leasing the Leased Premises (as later defined) only until New Building is constructed and ready for lease.

Objekat“). Zakupodavac je dalje u potpunosti svestan i neopozivo prihvata da Zakupac zakupljuje Predmet zakupa (kako je kasnije definisan) samo dok se Novi Objekat ne izgradi i ne bude spreman za zakup.

The Parties have agreed as follows:

Ugovorne strane su se saglasile o sledećem:

**1. Subject matter of the Agreement**

1.1. The subject matter of this Agreement is the lease of the Building of surface of cca. 7,300.00 sqm, all in accordance with the Technical Description attached to this Agreement as Appendix 2 (“Leased Premises”/ “Building”). The Lessee has right to use external access roads, handling and loading areas/roads on that Land as well as exclusive use of 2,520 m<sup>2</sup> parking space on the Land, which parking space shall be visibly marked as Lessee’s parking for the entire duration of Period of Lease. Exact surfaces of the Leased Premises and the external access roads, handling and loading areas/roads as well as parking space for all purposes of this Agreement, shall be determined in the Handover Protocol.

**2. Purpose**

2.1 The Lessee shall use the Leased Premises for carrying out its business activities – including, but not limited to assembly, manufacture, servicing and testing of car seats and electrical parts and associated technologies.

2.2 In case the Lessee shall have its seat or branch office registered in the Leased Premises, the Lessee shall have them deregistered upon expiration of this Agreement.

2.3 The Lessee alone shall be responsible for obtaining all necessary permits in compliance with the applicable regulations for carrying out of its business activities carried out in the Leased Premises, as well as for payment of all fees, charges, taxes, contributions and other pecuniary amount in connection with business activities.

2.4 During the term of this Agreement, the Lessor:

- shall not file for false bankruptcy;

**1. Predmet Ugovora**

1.1 Predmet ovog Ugovora je zakup Objekta ukupne površine oko 7.300,00 m<sup>2</sup>, sve u skladu sa Tehničkim opisom, koji čini Prilog 2 ovog Ugovora (“Predmet zakupa”/ “Objekat”) koji se nalazi na Zemljištu. Zakupac ima pravo da koristi spoljašnje saobraćajne površine, površine /puteve za manipulaciju i utovar na tom Zemljištu kao i da ekskluzivno koristi 2.520 m<sup>2</sup> parking prostora na Zemljištu, koji će biti vidno obeležena kao parking Zakupca za sve vreme Perioda zakupa. Tačne površine Predmeta zakupa i saobraćajne površine, površine / puteva za manipulaciju i utovar kao i parking prostora za sve svrhe ovog Ugovora, će biti tačno utvrđene Zapisnikom o primopredaji.

**2. Svrha**

2.1 Zakupac uzima u zakup Predmet zakupa radi obavljanja svojih poslovnih aktivnosti – što uključuje, ali se ne ograničava na sklapanje, izradu, servisiranje i testiranje automobilskih sedišta i električnih delova kao i pripadajuće tehnologije.

2.2 U slučaju da Zakupac u Predmetu zakupa registruje svoje sedište ili ogranak, obavezan je da ih odmah po isteku ovog Ugovora odjavi.

2.3 Zakupac je sam odgovoran za pribavljanje svih neophodnih dozvola, u skladu sa važećim zakonima, koje su mu neophodne za izvršavanje poslovnih aktivnosti preduzetih u Predmetu zakupa, kao i za plaćanje svih naknada, taksi, poreza, doprinosa i ostalih novčanih iznosa u vezi sa poslovnim aktivnostima.

2.4 Zakupodavac se obavezuje da za vreme trajanja ovog Ugovora:

- neće izazvati lažni stečaj;

	- shall not file for liquidation.		- neće inicirati likvidaciju.
2.5	The Lessor shall notify the Lessee in writing in the case of disposal of the Leased Premises or the constitution of the mortgage on the Leased Premises, on any grounds.	2.5	Zakupodavac se obavezuje da će Zakupca obavestiti pisanim putem u slučaju otuđenja Predmeta zakupa ili zalaganja Predmeta zakupa, po bilo kom osnovu.
2.6	The Lessee is obliged to take care of the Leased Premises as a diligent business person with the appropriate care of the good lessee and to use it in line with its purpose and the provisions of the applicable regulations and business standards and it undertakes not to damage the Leased Premises.	2.6	Zakupac je dužan da se stara o Predmetu zakupa kao marljiva poslovna osoba sa odgovarajućom pažnjom dobrog zakupca i da ga koristi u skladu sa njegovom namenom i odredbama važećih propisa i standarda za vođenje poslovanja i obavezuje se da neće oštetiti Predmet zakupa.
<b>3.</b>	<b>Reconstruction of the Building; Handover</b>	<b>3.</b>	<b>Adaptacija Objekta; Primopredaja</b>
3.1	Both of the Parties shall perform the works on preparation and change of the use of the Building (hereinafter: "Reconstruction") in accordance with the Technical Documentation which shall be agreed jointly with this Agreement and shall represent its integral part. The Parties hereby declare that all items of reconstruction works shall be listed in Technical Documentation in such manner to show in detail which works shall be performed by the Lessor and which shall be performed by the Lessee. Each Party shall bear costs for performing its part of works.	3.1	Obe Ugovorne strane će sprovesti radove na pripremi i privođenju nameni Objekta (u dajem tekstu: "Adaptacija") u skladu sa Tehničkom dokumentacijom koja će biti usaglašena istovremeno sa zaključivanjem ovog Ugovora i predstavljace njegov integralni deo. Ugovorne strane saglasno konstatuju da će sve stavke radova adaptacije biti navedene u Tehničkoj dokumentaciji na takav način da detaljno prikažu koje radove će sprovesti Zakupodavac, a koje Zakupac. Svaka Ugovorna strana će snositi trošak izvođenja svog dela radova.
	The Lessor shall perform its part of the works until Handover Date (the latest February 20 <sup>th</sup> 2016), while the Lessee shall perform its part of the works after the handover. For avoidance of doubt, the Lessee may perform part of its works even before the Handover Date, with the previous consent of the Lessor, which consent shall not be unreasonably withheld.		Zakupodavac će izvesti svoj deo radova do Dana primopredaje (najkasnije 20.02.2016. godine), dok će Zakupac izvoditi svoj deo radova nakon primopredaje. Radi izbegavanja sumnje, Zakupac može izvoditi deo svojih radova i pre Dana primopredaje, uz prethodnu saglasnost Zakupodavca koja neće biti bezrazložno odbijena.
	In the event that due to justified reasons (such as unfovarable weather conditions), Lessor does not finish all of its works before the handover, the Parties agree that the Lessor may perform part of its works after the handover, i.e. both Parties shall perform works in parallel, if possible in accordance with the construction – technical rules. The Parties shall declare via written protocol that the Lessor has performed all of its agreed works.		U slučaju da, usled opravdanih razloga (kao što su na primer loši vremenski uslovi), Zakupodavac ne dovrši svoje radove pre primopredaje, Ugovorne strane se slažu da Zakupodavac može izvršiti deo radova nakon primopredaje, odnosno, obe Ugovorne strane će izvoditi radove paralelno, ukoliko je to građevinsko-tehnički moguće. Ugovorne strane će zapisnički konstatovati da je Zakupodavac izvršio sve dogovorene radove.
	The Lessor shall not be liable for any works which shall be performed by the constructors of the Lessee.		Zakupodavac neće snositi odgovornost za radove koje izvode izvođači Zakupca.

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| 3.2 | The Parties agree that the handing over of the Leased Premises shall occur the latest on <b>February 20<sup>th</sup> 2016</b> , which represents start of the lease.   | 3.2 | Ugovorne strane su saglasne da će primopredaja Predmeta zakupa biti izvršena najkasnije <b>20.02.2016. godine</b> , što predstavlja i početak zakupa.   |
| 3.3 | The Building has to satisfy all the technical requirements set in Technical Documentation.   | 3.3 | Objekat mora biti u skladu sa tehničkim zahtevima postavljenim u Tehničkoj dokumentaciji.   |
| 3.4 | The Parties hereby state that the reconstruction of the Building has not commenced yet and that the Lessor undertakes to finalize its part of the reconstruction, in accordance with the terms and conditions of this Agreement.   | 3.4 | Ugovorne strane konstatuju da adaptacija Objekta još nije počela i da se Zakupodavac obavezuje da, u skladu sa uslovima ovog Ugovora, završi svoj deo adaptacije Objekta.   |
| 3.5 | Based on the Technical Documentation the Lessor shall authorize the Lessee to prepare design (" <b>Design</b> ") necessary for obtaining the permits for the Reconstruction of the Building. Furthermore, the Lessee shall issue authorization for undertaking all actions and activities for obtaining necessary design-technical documentation on the behalf of the Lessor, while Lessee shall bear all costs.   | 3.5 | Na osnovu Tehničke dokumentacije, Zakupodavac će ovlastiti Zakupca da pripremi projekat (" <b>Projekat</b> ") koji je neophodan za dobijanje dozvole za Adaptaciju Objekta. Dalje, Zakupodavac će izdati ovlašćenje za preduzimanje svih radnji i poslova za ishodovanje neophodne projektne tehničke dokumentacije u ime Zakupodavca, s tim da će sve troškove snositi Zakupac.  |
| 3.6 | Both Parties shall reconstruct the Building in line with the permit and the Design which also has to be approved by both Parties.  | 3.6 | Obe Ugovorne strane će adaptirati Objekat u skladu sa dozvolom i Projektom koji takode moraju biti odobreni od obe Ugovorne strane.   |
| 3.7 | The Leased Premises shall be handed over to the Lessee unfurnished.  | 3.7 | Predmet zakupa se Zakupcu predaje neopremljen.  |
| 3.8 | During the handover, the representatives of the Parties shall inspect the Leased Premises, make and sign a handover protocol (" <b>Handover Protocol</b> ") in a form attached to this Agreement as Appendix 3. The Handover Protocol shall confirm that the Leased Premises are entirely in accordance with the Technical Description, i.e. that Lessor has performed its part of the reconstruction works fully in accordance with the Technical Description subject to clause 3.1. Handover Protocol shall outline deficiencies (if any) and shall specify suitable period for remedying thereof. | 3.8 | Prilikom primopredaje predstavnici Ugovornih strana će prekontrolisati Predmet zakupa, sačiniti i potpisati zapisnik o primopredaji (" <b>Zapisnik o primopredaji</b> "), u formi koja čini Prilog 3 ovog Ugovora. Zapisnik o primopredaji treba da potvrdi da je Predmet zakupa u potpunosti u skladu sa Tehničkim opisom, odnosno da li je Zakupodavac izveo svoj deo radova adaptacije u potpunosti u skladu sa Tehničkom dokumentacijom, ali pod uslovima iz člana 3.1. Zapisnik o primopredaji treba da prikaže nedostatke (ukoliko ih bude) i odrede prikladan rok za njihovo uklanjanje. |
| 3.9 | If during the handover certain deficiencies are identified and acknowledged in the Handover Protocol and such deficiencies prevent the regular use of the Lease Premises, the Lessor   | 3.9 | Ukoliko su prilikom primopredaje uočeni i Zapisnikom o primopredaji utvrđeni određeni nedostaci koji onemogućavaju redovno korišćenje Predmeta zakupa iz ovog Ugovora, Zakupodavac je u obavezi da  |

	shall remedy such deficiencies not later than within period agreed during the handover.		iste otkloni, najkasnije u roku dogovorenom prilikom primopredaje.
3.10	The Parties agree that the deficiencies indicated in the Handover Protocol will not prevent hand over of the Leased Premises, except in the case when such deficiencies prevent the regular use of the Leased Premises for the intended purposes.	3.10	Ugovorne strane su saglasne da nedostaci navedeni u Zapisniku o primopredaji, neće sprečiti predaju i preuzimanje Predmeta zakupa, osim u slučaju kada takvi nedostaci sprečavaju redovnu upotrebu Predmeta zakupa u namenjene svrhe.
3.11	If the Parties fail to agree as to whether a deficiency prevents regular use of the Leased Premises or not, Parties shall engage 1 (one) independent expert, chosen by the Dean of the Faculty of Civil Engineering of the University in Belgrade, upon the request of both Parties, to determine the nature of the deficiency and whether any such deficiency actually exists. The expert to be engaged shall be from the list of permanent court experts in field of construction. Each Party shall bear half the costs for the expert.	3.11	Ukoliko se Ugovorne strane ne mogu složiti da li neki nedostatak sprečava redovnu upotrebu Predmeta zakupa, Ugovorne strane će angažovati 1 (jednog) nezavisnog stručnjaka, kojeg odredi dekan građevinskog fakulteta Univerziteta u Beogradu, na zajednički zahtev Ugovornih strana, kako bi se utvrdila priroda nedostatka. Ekspert će biti izabran sa liste stalnih sudskih veštaka građevinske struke. Ugovorne strane će zajednički, po pola, snositi troškove angažovanja eksperta.
3.12	The expertise has to be carried out within 30 (thirty) days from the handover date. The expert's finding and opinions shall be binding for both Parties. The Lessor shall have to remedy the minor and major deficiencies within the time period specified in the Handover Protocol or in the expert's finding.	3.12	Veštačenje mora biti sprovedeno u roku od 30 (trideset) dana od dana primopredaje. Nalaz stručnjaka i njegovo mišljenje biće obavezujući za obe Ugovorne strane. Zakupodavac je dužan da sve nedostatke ukloni u roku koji je određen Zapisnikom o primopredaji ili nalazu i mišljenju veštaka.
3.13	In case of deficiencies from Clause 3.5, are determined the handover shall be postponed until they are remedied.  Deficiencies that do not prevent regular use of the Leased Premises shall not postpone the handover. If such deficiency is not eliminated within the specified time period specified, the Lessee shall be entitled to eliminate such discrepancy at the Lessor's cost.	3.13	U slučaju da se utvrdi postojanje nedostataka iz člana 3., primopredaja će biti odložena sve dok isti ne budu otklonjeni.  Nedostaci koji ne sprečavaju redovnu upotrebu Predmeta zakupa neće odložiti primopredaju. Ukoliko ovakav nedostatak nije uklonjen u roku koji je određen, Zakupac ima pravo da isti sam ukloni o trošku Zakupodavca.
3.14	The moment of signing of the Handover Protocol without any major deficiencies shall be deemed to be the moment of the handover of the Leased Premises (" <b>Handover Date</b> ").	3.14	Trenutak potpisivanja Zapisnika o primopredaji smatraće se momentom primopredaje Predmeta zakupa (" <b>Dan primopredaje</b> ").
<b>4.</b>	<b>Period of Lease</b>	<b>4.</b>	<b>Period zakupa</b>
4.1	The Lessee takes the lease of the Leased Premises as of the Handover Date for indefinite period of time (" <b>Period of Lease</b> ").	4.1	Zakupac uzima u zakup Predmet zakupa od Dana primopredaje i to na neodređeno vreme (" <b>Period zakupa</b> ").
4.2	Both Parties shall have the right to unilaterally terminate the Agreement (" <b>Termination Option</b> ") but with a different terms, for the	4.2	Obe Ugovorne strane će imati pravo da jednostrano raskinu ovaj Ugovor („ <b>Opcija raskida</b> ") ali sa različitim uslovima za

	Lessee and the Lessor as given in Clauses 4.3 until 4.6 of this Agreement.		Zakupca i Zakupodavca, u skladu sa članovima 4.3 do 4.6 ovog Ugovora.
4.3	The Lessee has the right to terminate the Agreement at any time, by serving to the Lessor an exercise notice in writing ("Termination Option Exercise Notice") the latest two months prior to desired termination date, but the termination cannot come into force earlier than expiry of one year as of the start of the Period of Lease - Handover Date.	4.3	Zakupac ima pravo da raskine ovaj Ugovor, u bilo koje vreme, dostavljanjem Zakupodavcu pisanog obaveštenja („Obaveštenje o vršenju Opcije raskida”) najkasnije dva meseca dana pre željenog datuma raskida, sa tim da raskid ne može stupiti na snagu ranije od isteka jedne godine od početka Perioda zakupa - Dana primopredaje.
4.4	The Lessor has the right to terminate this Agreement only in accordance with the clause 15 of the Agreement i.e. in the event the Lessee breaches the Agreement, until Relevant Moment of Handover. "Relevant Moment of Handover" for purposes of this clause, is the later of: expiry of 2 months as of the handover of New Building to the Lessee in accordance with the Lease Agreement for New Building or expiry of one year of Period of Lease.	4.4	Zakupodavac ima pravo da raskine ovaj Ugovor isključivo u skladu sa članom 15 Ugovora, odnosno ukoliko Zakupac krši Ugovor do Relevantnog momenta primopredaje. „Relevantni momenat primopredaje“ za svrhe ovog člana jeste kasnije od sledećeg: istek 2 meseca od predaje Novog objekta Zakupcu u skladu sa Ugovorom o zakupu Novog objekta ili istek prve godine Perioda zakupa.
4.5	The Lessor has the right to terminate this Agreement after the Relevant Moment of Handover while it has to serve Termination Option Exercise Notice to the Lessee, the latest 6 (six) months prior to the desired termination date.	4.5	Zakupodavac ima pravo da raskine ovaj Ugovor nakon Relevantnog momenta primopredaje sa tim da mora dostaviti Obaveštenje o vršenju opcije raskida Zakupcu najkasnije 6 (šest) meseci pre željenog datuma raskida.
4.6	In the event that Party wishing to terminate the Agreement does not respect the relevant deadlines given in clauses 4.3 and 4.5 or does not comply with Relevant Moment of Handover, when sending the Termination Option Exercise Notice, such Termination Option Exercise Notice shall not be considered valid in accordance with this Agreement and this Party will not have the right to terminate the Agreement via such Termination Option Exercise Notice.	4.6	U slučaju da Ugovorna strana koja želi da raskine Ugovor, ne ispoštuje relevantni rok iz članova 4.3 i 4.5 ili ne ispoštuje Relevantni momenat primopredaje, kod slanja Obaveštenja o vršenju opcije raskida, takvo Obaveštenje o vršenju opcije raskida se neće smatrati validnim u skladu sa ovim Ugovorom i ta Ugovorna strana neće na imati pravo da raskine Ugovora putem takvog Obaveštenja o vršenju opcije raskida.
4.7	In accordance with the clauses 4.3 until 4.5, the Lessee shall notify the Lessor on the exact date of the handover of the New Building, which date shall be relevant for calculation of deadlines in accordance with this clause.	4.7	U skladu sa članovima 4.3 do 4.5 Zakupac će obavestiti Zakupodavca o tačnom datumu predaje Novog objekta koji datum će biti relevantan za računanje rokova u skladu sa ovim članom.
5.	<b>Rent</b>	5.	<b>Zakupnina</b>
5.1	The Lessee shall pay a monthly Rent within the agreed period of time in the amount of EUR 2.00 per sqm of the Building and 0,4 EUR per sqm of the parking and loading areas on the Land	5.1	Zakupac je dužan da plaća mesečnu Zakupninu u dogovorenom roku, u iznosu od 2,00 EUR po m <sup>2</sup> Objekta i 0,4 EUR po m <sup>2</sup> parkinga i manipulativnog-otvorenog prostora na Zemljištu uvećano za

	increased for VAT, starting from the March 1 <sup>st</sup> 2016.		pripadajući PDV, počev od 01.03.2016. godine.
5.2	The amount of the Rent shall be exclusive of VAT, which will be calculated and shown separately in the invoices issued by the Lessor.	5.2	Zakupnina ne sadrži porez na dodatu vrednost (PDV), koji se posebno obračunava i iskazuje u fakturama izdatim od strane Zakupodavca.
5.3	The Rent shall be paid monthly. The Lessor shall issue a proforma invoice no later than on the 3 <sup>rd</sup> (third) day of the month for that month, and the Lessee shall have to pay the Rent within 30 (thirty) calendar days upon receipt of the proforma invoice at the latest.	5.3	Zakupnina se plaća mesečno. Zakupodavac je dužan da izda profakturu najkasnije 3. (trećeg) dana u mesecu za taj mesec, a Zakupac je dužan da plati Zakupninu u roku od 30. (trideset) kalendarskih dana od prijema profakture.
5.4	For the first Rent, the Rent shall be such amount pro-rated for the days from the Handover Date until the last day of the relevant calendar month.	5.4	Za prvu Zakupninu, Zakupnina će se obračunati proporcionalno broju dana počev od Dana primopredaje, a zaključno sa poslednjim danom relevantnog kalendarskog meseca.
5.5	The Lessor shall be obliged to issue the final invoice once the payment based on proforma invoice has been made. In the event the payment of the rent based on the proforma invoice is not made in due time, the Lessor shall, immediately upon expiry of the deadline for payment of the rent based on proforma invoice, issue an invoice with deadline for payment of the rent with deadline for payment of 5 days.	5.5	Zakupodavac je dužan da odmah po uplati zakupnine po profakturi izda fakturu. U slučaju da uplata zakupnine po izdatoj profakturi ne bude blagovremena Zakupodavac će odmah po isteku roka za uplatu zakupnine po profakturi, izdati fakturu, sa rokom uplate zakupnine od 5 dana.
5.6	The Rent shall be paid in RSD counter value in accordance with the middle exchange rate of the National Bank of Serbia on the proforma invoice date. The amount of VAT shall be calculated and expressed in dinars, at the legally applicable exchange rate of the National Bank of Serbia at the date of payment.	5.6	Zakupnina se plaća u dinarskoj protivvrednosti u skladu sa srednjim kursom Narodne banke Srbije na dan profakture. Iznos PDV će se obračunavati i izražavati u dinarima, po zakonski važećem kursu NBS na dan plaćanja.
5.7	The Rent set in this Agreement is fixed.	5.7	Zakupnina određena ovim Ugovorom je fiksna.
6.	<b>Other expenses</b>	6.	<b>Ostali troškovi</b>
6.1	In addition to the payment of the Rent, the Lessee shall have to make timely payments of all utility bills and other expenses with regard to water supply, electricity and heating. The Lessee shall pay these costs based on the actual consumption, which shall be measured by separate meters for Leased Premises (for water and electricity) and for other costs based on the calculation of the costs on the basis of the actually leased surface. The Lessor shall re-invoice to the Lessee these costs. The Lessor is obliged to deliver photocopy of bills issued to the Lessee by the respective	6.1	Pored Zakupnine Zakupac je dužan da blagovremeno plati sve komunalne i ostale troškove i naknade za vodu, električnu energiju i grejanje. Zakupac će plaćati navedene troškove na osnovu stvarne potrošnje koja će biti obračunate posebnim brojičima za Predmet zakupa (za vodu i struju), a ostale troškove prema proračunu troškova na bazi realno zakupljene površine Objekta. Zakupodavac će prefakturisati Zakupcu takve troškove. Zakupodavac je obavezan da uz takvu fakturu dostavi i

utility companies and calculation for the Lessee. The Lessor is further obliged to deliver proof of payment of such costs to the Lessee. For avoidance of doubt, the Lessee shall organize removal of garbage on its own, in accordance with the applicable regulations, therefore the Lessor shall not re-invoice this cost.

fotokopiju računa koje izdale nadležne institucije – nadležni organi i obračun troškova za Zakupca. Zakupodavac je takođe obavezan da Zakupcu dostavi dokaz o plaćanju svih računa. Radi izbegavanja sumnje, Zakupac će sam organizovati odnošenje smeća iz Predmeta zakupa u skladu sa primenjivim propisima, te Zakupodavac neće prefakturisati ovaj trošak.

6.2 All other charges and expenses with respect to the Leased Premises (which includes but it is not limited to property tax), shall be paid by the Lessor.

6.2 Sve ostale naknade i troškove u vezi sa Predmetom zakupa (što uključuje ali se ne ograničava na porez na imovinu), plaća Zakupodavac.

6.3 All expenses and fees in connection with the Lessee's business activities within or relating to the Leased Premises shall be exclusively borne by the Lessee.

6.3 Sve troškove i naknade koji su vezani za poslovne aktivnosti Zakupca u okviru ili u vezi sa Predmetom zakupa plaća isključivo Zakupac.

## 7. Security instruments

## 7. Sredstvo obezbeđenja

7.1 In order to secure a proper and timely fulfilment of obligations under or in connection with this Agreement, the Lessee shall be under an obligation to provide the Lessor with corporate guarantee of the Company LEAR NORTH EUROPEAN OPERATIONS GmbH on the amount of 2 months' Rent ("**Guaranteed amount**"), with validity until the expiration of this Agreement plus 60 days. The form of Corporate Guarantee is attached to this Agreement as the Appendix 4.

7.1 Kao sredstvo obezbeđenja za pravilno i pravovremeno ispunjavanje obaveza iz ovog Ugovora ili u vezi sa ovim Ugovorom, Zakupac je dužan da Zakupodavcu obezbedi korporativnu garanciju kompanije LEAR NORTH EUROPEAN OPERATIONS GmbH na iznos od 2 mesečne Zakupnine („**Garantovani iznos**“), sa rokom važenja do isteka ovog Ugovora plus 60 dana. Forma Korporativne garancije čini Prilog 4 ovog Ugovora.

7.2 The Lessor shall notify the Lessee in writing on its intention to enforce Security instruments at least 14 days prior to such action requesting the Lessee to cure breach within 14 days from the receipt of such notice.

7.2 Zakupodavac će pisanim putem obavestiti Zakupca o nameri aktiviranja Sredstva obezbeđenja najkasnije 14 dana pre takve radnje, zahtevajući od Zakupca da izvrši obavezu u roku od 14 dana od dana prijema obaveštenja.

## 8. Maintenance

## 8. Održavanje

8.1 The Lessee shall exclusively bear the costs of routine maintenance of the Leased Premises during the Period of the Lease. The term "routine maintenance" means, in accordance with the law, works undertaken in order to prevent damages which are caused by the use of Leased Premises or in order to eliminate these damages. It consists of inspection, repairs, and preventive and protective measures, i.e. all the works which provide maintenance of the Leased Premises on the satisfactory level of usability.

8.1 Zakupac je dužan da sprovodi redovno održavanje Predmeta zakupa isključivo o svom trošku, u toku trajanja celog Perioda zakupa. Redovno (tekuće) održavanje je, u skladu sa zakonom, izvođenje radova koji se preduzimaju radi sprečavanja oštećenja koja nastaju upotrebom objekta ili radi otklanjanja tih oštećenja, a sastoje se od pregleda, popravki i preduzimanja preventivnih i zaštitnih mera, odnosno, svi radovi kojima se obezbeđuje održavanje

			Predmeta zakupa na zadovoljavajućem nivou upotrebljivosti.
	Lessee shall provide routine hygienic maintenance of the Leased Premises as well as services of physical-technical security.		Zakupac će vršiti redovno higijensko održavanje Predmeta zakupa kao i fizičko – tehničko obezbeđenje istog.
8.2	The Lessor shall carry out capital maintenance of the Leased Premises. The term "Capital Maintenance" within the meaning of this Clause shall mean the maintenance and repairs of the parts of the Leased Premises, including without limitation:	8.2	Zakupodavac se obavezuje da vrši investiciono održavanje Predmeta zakupa. Pod "Investicionim održavanjem" u smislu ovog člana smatraju se održavanja i popravke delova Predmeta zakupa uključujući bez ograničenja i:
	(i) roof structures and other structural elements of the buildings,		(i) krovne konstrukcije i drugi konstruktivni elementi,
	(ii) horizontal and vertical hydroinsulation, except for the works the Lessee has performed.		(ii) horizontalna i vertikalna hidroizolacija, osim za radove koje je Zakupac izvodio.
	(iii) water supply and sewerage networks from the connection to the city water supply and sewerage systems to the connection to a sanitary facility, except the congestions cause by used and lack of maintenance,		(iii) vodovodna i kanalizaciona mreža od priključka na gradsku vodovodnu i kanalizacionu mrežu do priključka na sanitarni uređaj, osim zagušenja izazvanih upotrebom i neodržavanjem,
	(iv) electrical installations of the buildings to the electricity meter cabinet, except for breakdowns caused by irregular use or ill maintaining, as well as breakdowns caused by breakdowns on electrical devices of the Lessee.		(iv) elektroinstalacije objekata do strujomernog ormara, osim kvarova izazvanih nepravilnom upotrebom ili neodržavanjem, kao i kvarova uzrokovanih kvarovima na elektro uređajima Zakupca.
	(v) façade, façade coverings and other external parts of the buildings, aimed primarily at protecting the buildings against penetration of water and humidity, except for the works performed by the Lessee.		(v) fasada, fasadne obloge i drugi spoljni delovi objekata, sa prioriteto zaštitе objekata od prodora vode i vlage, osim za radove koje je izvodio Zakupac.
	(vi) lightning arrester, interphone.		(vi) gromobran, interfon.
	(vii) hydrants, hydrant pipes and other hydrant parts in the buildings.		(vii) hidranti, hidrantske cevi i drugi hidrantski delovi u objektima.
8.3	With regard to the firefighting measures in the Building, the Parties declare that the Lessor shall hand over to the Lessee in possession:	8.3	U vezi sa merama protivpožarne zaštite u Objektu, Ugovorne strane saglasno konstatuju da će Zakupodavac predati Zakupcu u državinu:
	(i) Fire extinguishers located inside the Building		(i) aparate za gašenje požara locirane unutar Objekta,
	(ii) Wall fire fighting hydrant and		(ii) zidne vatrogasne hidrante za gašenje požara i

- (iii) Equipment for exterior fire fighting hydrant

Which shall be registered via Handover Protocol.

All other firefighting measures requested by the applicable regulations shall be secured by the Lessee, at its own cost.

- 8.4 If the Lessor fails to carry out capital maintenance of the Leased Premises pursuant to the above Clause 8.2, the Lessee may request the Lessor to carry out the necessary works within reasonable time from the date of receipt of such request. If the Lessor fails to carry out the requested works within the specified period, the Lessee shall be entitled to engage a third party to carry out the specified works. In that case, the Lessee shall provide the Lessor with the specification of the costs incurred, and the Lessor shall compensate the costs to the Lessee within 3 (three) days from the date of receipt of the specification.

## 9. Insurance

- 9.1 The Leased Premises shall have to be fully insured at the expense of the Lessor, throughout the Period of Lease, with an insurance company of its own choice, against general risks that the Lessor may find necessary. The Lessor has presented copies of the insurance policies to the Lessee prior to conclusion of this Agreement. The insurance policy/ies of the Leased Premises must include a waiver of subrogation in favour of Lessee and Lessor waives its rights of subrogation against Lessee.

- 9.2 For the duration of the Agreement and its extended term (if any), the Lessee shall take up the insurance for its employees, property and equipment, and other assets in connection with its business activities, including the protection against damage that may be incurred as a result of the Lessee's activities and shall present copies of the insurance policies or a Certificate of Insurance to the Lessor after the conclusion of each policy. Any insurance covering Lessee's property shall contain a waiver of subrogation in favour of Lessor and Lessee waives its rights of subrogation against Lessor.

## 10. Damage to the Leased Premises

- (iii) opremu za spoljne hidrante za gašenje požara.

što će se konstatovati Primopredajnim zapisnikom.

Sve druge protivpožarne mere koje se zahtevaju primenjivim propisima, obezbediće Zakupac, o sopstvenom trošku.

- 8.4 Ukoliko Zakupodavac ne obavlja investiciono održavanje Predmeta zakupa u skladu sa prethodnim Članom 8.2, Zakupac može zahtevati od Zakupodavca da izvrši potrebne radove u prikladnom, određenom roku od dana prijema takvog zahteva. Ukoliko Zakupodavac u određenom roku ne izvrši zahtevane radove, Zakupac ima pravo da angažuje treće lice radi izvršenja potrebnih radova. Zakupac će u tom slučaju bez odlaganja dostaviti Zakupodavcu specifikaciju napravljenih troškova, a Zakupodavac će mu u roku od 3 (tri) dana od dana prijema specifikacije nadoknaditi troškove.

## 9. Osiguranje

- 9.1 Predmet zakupa u celosti mora biti osiguran o trošku Zakupodavca za čitav Period zakupa, kod osiguravajućeg društva po vlastitom izboru, od opštih rizika, koje Zakupodavac smatra neophodnim. Zakupodavac je prezentovao kopije polisa osiguranja Zakupcu pre zaključenja ovog Ugovra. Polise osiguranja Predmeta zakupa moraju uključivati odricanje od prava na subrogaciju u korist Zakupca i Zakupodavac se odriče svojih prava na subrogaciju protiv Zakupca.

- 9.2 Zakupac će za vreme trajanja Ugovora i njegovog produžetka (ukoliko postoji), o sopstvenom trošku obezbediti osiguranje za svoje radnike, dobra i opremu i ostale stvari u vezi sa poslovnim aktivnostima, uključujući zaštitu od štete, koja može nastati kao posledica aktivnosti Zakupca i prezentovaće kopije polisa ili sertifikata osiguranja Zakupodavcu, nakon zaključenja svake pojedinačno. Bilo koje osiguranje imovine Zakupca će sadržati odricanje od subrogacije u korist Zakupodavca i Zakupac se odriče prava subrogacije protiv Zakupodavca.

## 10. Šteta na Predmetu zakupa

- 10.1 The Lessee shall be responsible for paying the insurance deductible for losses arising from its fault or gross negligence. The Lessee shall not be held liable for damage arising as a consequence of regular depreciation, fire which is not his fault, meteorological disasters, earthquake, radiation, explosion which is not his fault or consequences of the same, structural or inherent defects of the Leased Premises and/or installations (including the defects arising due to use of inadequate materials in the construction of the building), force majeure, riots, civil unrest, strikes and hostilities or for any other losses that are not a result of Lessee's fault or gross negligence. For the avoidance of doubt, the term "regular depreciation" shall mean depreciation which is a consequence of the regular use of the Leased Premises by the Lessee.
- 10.1 Zakupac će biti obavezan da plati osigurani iznos za svu štetu koja nastane kao posledica njegove krivice ili krajnje nepažnje. Zakupac neće biti odgovoran za štetu koja je nastala kao posledica uobičajene amortizacije, požara koji nije skrivio, meteoroloških katastrofa, zemljotresa, zračenja, eksplozije koju nije skrivio ili posledica iste, strukturalnih nedostataka na Predmetu zakupa i/ili instalacijama (uključujući i nedostatke nastale usled korišćenja neadekvatnih materijala pri izgradnji objekta), više sile, pobuna, građanskih nemira, štrajkova i neprijateljskih aktivnosti ili bilo koje druge štete koja nije posledica krivice ili krajnje nepažnje. Da bi se izbegle sumnje, pojam "uobičajena amortizacija" znači amortizacija, koja je posledica redovnog korišćenja Predmeta zakupa od strane Zakupca.
- 10.2 In case of damage resulted from the events given in clause 10.1, the Lessor shall restore the Leased Premises to its prior condition within a reasonable period of time.
- 10.2 U slučaju štete, koja je nastala kao posledica događaja navedenih u 10.1., Zakupodavac će u razumnom roku vratiti Predmet zakupa u prethodno stanje.
- In case that the Leased Premises cannot be restored to its prior condition, Parties shall be allowed to terminate this Agreement.
- U slučaju da Predmet zakupa ne može biti vraćen u prvobitno stanje Ugovorne strane će imati pravo da raskinu Ugovor.
11. Leased Premises' fitness for use
11. **Neprikladnost Predmeta zakupa za upotrebu**
- In the event of damage to the Leased Premises caused by events not attributable to the Lessee, which damage renders at least 30% of the area of the Leased Premises, unfit for Lessee's business activities, the Rent shall be reduced proportionally for the part of the Leased Premises the Lessee cannot use (e.g. if it uses only 70 % of the Leased Premises it shall pay only 70% of the Rent) until the Lessor makes repairs and restores the Leased Premises into its prior condition. The Parties shall sign specific protocol on this and determine the reasonable period for Leased Premises to be restored in prior condition.
- U slučaju štete na Predmetu zakupa koje izazovu događaji koji se ne mogu pripisati Zakupcu, a šteta onemogućava Zakupca da koristi najmanje 30% površine Predmeta zakupa, Zakupnina će biti proporcionalno umanjena za deo površine koju Zakupac nije u mogućnosti da koristi (primer: Ako koristi 70% Predmeta zakupa, plaćaće 70 % Zakupnine), sve dok Zakupodavac ne popravi Predmet Zakupa i vrati ga u prethodno stanje. O ovome će Ugovorne strane sačiniti poseban zapisnik i odrediti razuman rok za dovođenje Predmeta zakupa u prvobitno stanje.
- 11.2 In case the Lessor fails to restore the Leased Premises into the condition existing before the damage, mentioned in Clause 11.1. of the Agreement, occurred within the time period determined in the protocol the Lessee shall have the right to engage a third party to carry out the
- 11.2 U slučaju da Zakupodavac ne vrati Predmet zakupa u stanje, koje je prethodilo šteti definisanoj u Članu 11.1. Ugovora u roku određenom zapisnikom, Zakupac ima pravo da angažuje treće lice radi izvršenja potrebnih radova. Zakupac će u tom slučaju

	necessary works. In that case, the Lessee shall provide the Lessor with the specification of the costs incurred, and the Lessor shall compensate the costs to the Lessee within 3 (three) days from the date of receipt of the specification.		bez odlaganja dostaviti Zakupodavcu specifikaciju napravljenih troškova, a Zakupodavac će mu u roku od 3 (tri) dana od dana prijema specifikacije nadoknaditi troškove.
11.3	In case that the Leased Premises cannot be restored to its prior condition, Parties shall be allowed to terminate this Agreement.	11.3	U slučaju da Predmet zakupa ne može biti vraćen u prvobitno stanje Ugovorne strane će imati pravo da raskinu Ugovor.
<b>12.</b>	<b>Variations to the Leased Premises</b>	<b>12.</b>	<b>Izmene na Predmetu zakupa</b>
12.1	The Lessee may at its own expense and upon the approval of the regulatory bodies of the local authorities, put up and keep its trademark on the external side of the building. If that requires a certain permit, the Lessor shall undertake all active actions to provide such Permit, at the Lessee's expense. The Lessee shall not pay the reimbursement for sign.	12.	Zakupac može o sopstvenom trošku i uz odobrenje regulatornih tela lokalnih vlasti i uz saglasnost Zakupodavca, postaviti i održavati znak na spoljašnjoj strani objekta. Ako je za to potrebna odgovarajuća dozvola, za njeno dobijanje Zakupodavac će preduzeti sve aktivne radnje da je obezbedi, o trošku Zakupca. Zakupac neće plaćati naknadu za znak.
12.2	The Lessee may, without the consent of the Lessor, make non-structural variations or alterations to the Leased Premises in accordance with this Agreement and with the obligation of the Lessee to, upon termination /expiry of the Agreement, and upon written request of the Lessor return the Building to its original state, at its own expense. The Lessee, further, has the right to make structural variations or alterations to the Leased Premises, but with the previous written consent of the Lessor, while such consent shall not be unreasonably withheld or delayed. The Lessee shall not obtain contractual or any other rights based on the performed works.	12.2	Zakupac može, bez posebne saglasnosti Zakupodavca, sprovesti izmene ili modifikacije na Predmetu zakupa koje nisu vezane za konstrukciju, a u skladu sa ovim Ugovorom i uz obavezu Zakupca da po raskidu/isteku Ugovora, a na pisani zahtev Zakupodavca, vrati Objekat u predašnje stanje o svom trošku. Zakupac dalje, ima pravo da, sprovede i strukturalne izmene ili modifikacije na Predmetu zakupa, ali uz prethodnu pismenu saglasnost Zakupodavca, a takva saglasnost neće biti bezrazložno odbijena ili odlagana. Zakupac neće steći obligaciona niti bilo koja druga prava na Objektu, po osnovu izvedenih radova, osim prava utvrđenih ovim Ugovorom.
<b>13.</b>	<b>Other rights and liabilities; Obligations of the Lessor regarding the environment</b>	<b>13.</b>	<b>Ostala prava i obaveze; Obaveze Zakupodavca u odnosu na okolinu</b>
13.1	The Lessor undertakes to provide to the Lessee free possession of the Leased Premises. The Lessor shall also be responsible for all material and legal defects which hamper the use of the Leased Premises.	13.1	Zakupodavac se obavezuje da obezbedi Zakupcu mirnu državinu Predmeta zakupa. Zakupodavac je takođe odgovoran za sve materijalne i pravne nedostatke koji ometaju korišćenje Predmeta zakupa.
13.2	Lessor hereby represents and warrants to Lessee that neither the Leased Premises, nor the Land, has been used as a site for production, storage, or disposal of Hazardous Substances, and that the Leased Premises and the Land are and shall remain free of all Hazardous Substances except such types and in such amounts as are customary	13.2	Zakupodavac ovim izjavljuje i garantuje Zakupcu da se ni Predmet zakupa, niti Zemljište ne koriste kao lokacija za proizvodnju, skladištenje ili odlaganje Opasnih supstanci, i da u Predmetu zakupa/Zemljištu nema i da neće biti Opasnih supstanci osim onih i u takvim

- in the ordinary course of the business of Lessor and/or other occupant conducted thereon and in compliance with applicable laws.
- 13.3 Lessor hereby indemnifies and holds Lessee harmless from and against all claims, demands, judgments, assessments, damages, penalties, fines, costs, liabilities and losses (including, without limitation, reasonable attorneys', consultants' and expert fees) which arise out of or in connection with (i) non-compliance or violation of any applicable law or regulation by the Land or Leased Premises by Lessor, or (ii) the presence of Hazardous Substances in the soil, groundwater, surface water, soil vapor, or any other environmental media, in, on or about the Leased Premises, or the Land except to the extent the same are present as a result of Lessee's activities upon the Leased Premises.
- 13.4 The indemnifications herein specifically include costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any governmental authority and shall survive the expiration or earlier termination of this Agreement.
- 13.5 Hazardous Substances, for purposes of this Clause, means any solid, liquid or gaseous waste, substance or emission, or any combination thereof which is deemed by applicable law to be hazardous, toxic or infectious or which pose a risk of substantial harm to human health, animal or plant life, or the environment.
- 13.6 In relation to the obligations of the Lessor with regard to the environment, the Parties particularly agree on the following: In the event of occurrence of environmental contamination in relation to the activity of Lessee in the Subject of the Lease and/or lawsuit/or any kind of request for reimbursement of damages addressed to Lessee with this regard, the Parties agree that:
- The Lessee shall have the burden of proof that such contamination occurred from some other source and not due to
- količinama koje su uobičajene za redovno poslovanje Zakupodavca i/ili drugih stanara koje se obavlja u i na njima i u skladu sa važećim/merodavnim zakonima.
- 13.3 Zakupodavac će obeštetiti i štiti Zakupca od i protiv svih zahteva, potraživanja, presuda, nameta, šteta, novčanih ili drugih kazni, troškova, odgovornosti ili gubitaka (uključujući i, bez ograničenja, opravdane naknade advokata, konsultanata i eksperata) koji nastanu iz ili u vezi sa (i) neusaglašavanjem ili povredom bilo kog merodavnog/važećeg zakona ili propisa u pogledu Zemljišta ili Predmeta zakupa koje napravi Zakupodavac, (ii) postojanja Opasnih supstanci u Zemljištu, podzemnih voda, površinskih voda, isparavanja zemljišta, ili bilo kog drugog elementa životne sredine u, na ili oko Predmeta zakupa, uključujući i Zakupljene prostorije, ili zemljišta gde takvi elementi postoje, osim u meri u kojoj su takvi elementi prisutni kao rezultat aktivnosti Zakupca u Predmetu zakupa.
- 13.4 Naknade štete ovde posebno obuhvataju troškove koji su napravljeni u vezi sa ispitivanjem uslova na lokaciji ili bilo kog čišćenja, radova na sanaciji, uklanjanju nedostataka, ili rekonstrukciji (vraćanju u prvobitno stanje) koje zahteva bilo koji državni organ i ostaće na snazi i po isteku ili prevremenom raskidu ovog Ugovora.
- 13.5 Opasne supstance, za svrhe ovog člana znači bilo koji čvrst, tečni ili gasoviti otpad ili supstanca ili emisija, ili bilo koja njihova kombinacija, koja se u skladu sa merodavnim zakonom smatra opasnom, toksičnom ili zaraznom ili koja predstavlja značajan rizik po ljudsko zdravlje, životinjski i biljni svet, ili životnu sredinu.
- 13.6 U vezi sa obavezama Zakupodavca u odnosu na okolinu, Ugovorne strane posebno ugovaraju sledeće: U slučaju nastanka ekološke štete u vezi sa aktivnošću Zakupca u Predmetu zakupa i/ili tužbe/druge vrste zahteva za naknadu štete upućenog Zakupcu sa tim u vezi, Ugovorne strane su saglasne o sledećem:
- Zakupac je taj koji će snositi teret dokazivanja da je šteta nastala iz nekog drugog izvora, a ne

activity of Lear factory, in case contamination is of such nature which can typically occur from the activity of the Lessee in the Subject of the Lease.

- In any other event (when contamination is of such nature that it can not typically occur due to activity of the Lessee) the Lessor is obliged to prove i.e. he has burden of proof, that such damage did not occur due to the activity of Lessee and shall reimburse the Lessee for each such reimbursement of damages, as applicable.

aktivnošću Lear fabrike u slučaju da je šteta takve prirode kakva tipično može nastati od aktivnosti koje Zakupac sprovodi u Predmetu zakupa.

- U svakom drugom slučaju (kada je priroda štete takva da ista ne može tipično nastati aktivnošću Zakupca) Zakupodavac se obavezuje da dokaže odnosno on ima teret dokazivanja, da takva šteta nije nastala aktivnošću Zakupca i u tom slučaju će obešteti Zakupca za svaki takav zahtev za naknadu štete, kako je primenjivo.

13.7 After the termination of the Lease Agreement on any grounds, the Lessee shall vacate the Leased Premises within 30 days and shall restore it to the same condition as when it was handed over to him subject to regular wear and tear (including the removal of all trademarks posted on the outside walls). The Lessee shall have the right to remove all equipment and devices brought into the Leased Premises. In this period, the Lessee shall pay the Rent.

13.7 Nakon prestanka zakupa ili nakon raskida Ugovora po bilo kom osnovu, Zakupac će napustiti Predmet zakupa u roku od 30 dana, ostavljajući ga u stanju u kakvom mu je i predat uključujući redovno habanje (uključujući i uklanjanje svih oznaka koje je Zakupac postavio na spoljašnje zidove). Zakupac ima pravo da ukloni svu opremu i uređaje koje je uneo u Predmet zakupa. U tom periodu Zakupac će plaćati Zakupninu.

#### 14. Assignment; Encumbrances

#### 14. Ustupanje; Opterećenje

14.1 If the entire Leased Premises or any part thereof becomes the ownership of a third party, the contractual rights and liabilities of the Lessor shall be assigned to the relevant third party.

14.1 Postane li čitav Predmet zakupa ili jedan deo Predmeta zakupa vlasništvo trećeg lica, ugovorna prava i obaveze Zakupodavca biće preneti na relevantno treće lice.

14.2 The Lessor shall be bound by this Agreement not to assign the rights from this Agreement or dispose of them in any other manner without the previous written consent of the Lessee which shall not be unreasonably withheld.

14.2 Zakupodavac je ovim Ugovorom obavezan, da prava iz ovog Ugovora ne prenosi ili da njima na bilo koji način ne raspolaze, bez prethodne pisane saglasnosti Zakupca koja neće biti bezrazložno odbijena.

14.3 The Lessee shall have the right to assign the Leased premises or any part thereof to its subsidiary and/or affiliate with prior written consent of the Lessor which shall not be unreasonably withheld.

14.3 Zakupac ima pravo da Predmet zakupa ili jedan njegov deo ustupi svom zavisnom i/ili povezanom licu uz prethodnu pismenu saglasnost Zakupodavca koja neće biti bezrazložno odbijena.

The Lessee shall have the right to assign the Leased Premises or any part thereof to a third party with Lessor's written consent, which shall not be unreasonably withheld, under all the herein specified terms or market terms. The request for subleasing/assignment shall have to contain all the details of the assignment.

Zakupac ima pravo da Predmet zakupa u celini ili jedan njegov deo ustupi trećem licu, uz pismenu saglasnost Zakupodavca koja neće biti bezrazložno uskraćena, pod svim uslovima koji su ovim Ugovorom predviđeni ili tržišnim uslovima. Zahtev za saglasnost sadržavaće sve detalje ustupanja.

**15. Agreement Termination**

15.1 This Agreement has been concluded for a definite time period and may not be terminated or in any other way cancelled, except in the manner specified herein. In addition, the Agreement may be terminated if mutually agreed by both Parties.

15.2 The Lessor has the right to terminate the Agreement before the expiry of the Period of Lease in the following circumstances:

- if the Lessee fails to fulfil its obligations undertaken in this Agreement (including, but not limited to the rent, costs, etc.) in the amount equaling two Rents;
- if the Lessee uses the Leased Premises in a manner that does not fit its purpose or sublease it without Lessor's consent;
- if the Lessee causes a substantial damage to the Leased Premises and does not notify Lessor on this and/or it does not repair the damage within the agreed time so that the Leased Premises are restored in prior condition.

The termination of the Agreement shall become effective provided that:

- (i) the Lessor has informed the Lessee in writing and allowed it 15 (fifteen five) days to remedy the situation, and that
- (ii) the Lessee has failed to remedy the situation within the allowed period of time.

In case of termination pursuant to the preceding provisions, the notice period shall be 15 (fifteen) days from the receipt of the termination notice.

15.3 The Lessee shall have the right to termination of the Agreement and adequate compensation for the damages in the following cases:

15.3.1 If the Lessor breaches the Agreement:

**15. Raskid Ugovora**

15.1 Ovaj Ugovor zaključen je na fiksni ugovorni period i ne može biti raskinut ili na bilo koji drugi način okončan, osim na načine koji su ovde navedeni. Sem toga Ugovor može biti raskinut, uz obostranu saglasnost obe Ugovorne strane.

15.2 Zakupodavac ima pravo na raskid Ugovora pre isteka Ugovornog perioda, pod sledećim okolnostima:

- ako Zakupac ne izvršava svoje obaveze preuzete ovim Ugovorom (uključujući ali ne ograničavajući se na zakupninu, troškove i sl.) u iznosu i visini koji je jednak iznosu dve Zakupnine;
- ako Zakupac koristi Predmet zakupa protivno njihovoj svrsi ili ga izda u podzakup bez odobrenja Zakupodavca;
- ako Zakupac prouzrokuje značajnu štetu na Predmetu zakupa o kojoj ne obavesti Zakupodavca i /ili koju ne otkloni u dogovorenom roku tako da predmet zakupa bude doveden u prvobitno stanje.

Raskid Ugovora može stupiti na snagu pod uslovom da je:

- (i) Zakupodavac pisanim putem obavestio Zakupca i dao mu rok od 15 (petnaest) dana kako bi popravio situaciju i
- (ii) da Zakupac u dozvoljenom roku nije popravio situaciju.

U slučaju raskida u skladu sa prethodnim odredbama, otkazni rok je 15 dana od prijema obaveštenja o raskidu.

15.3 Zakupac ima pravo na raskid Ugovora i odgovarajuću naknadu štete u sledećim slučajevima:

15.3.1 Usled kršenja Ugovora od strane Zakupodavca:

- If the Lessor refuses to handover the Leased Premises and/or to sign the Handover Protocol for no apparent reason, the Lessee shall have the right to terminate the Agreement.
- If the Lessor fails to provide free access and use of the Leased Premises to the Lessee, i.e. if the Lessor has not protected the Lessee against any third party claims, as well as all defects that could obstruct the use of the Leased Premises.
- If Leased Premises cannot be restored into its condition existing prior to the damage as described in Clauses 10 and 11 and the Lessee could not engage third person for the prompt performance of necessary works, and Lessor did not, even after the notification, restore Leased premises to prior condition within reasonable time, the Lessee shall be entitled to terminate the Agreement.
- In case of a change in the ownership rights over the Leased Premises and part thereof due to change of Lessor's shareholders if such change interferes with mutual rights and obligations from this Agreement.
- Ako Zakupodavac bezrazložno odbija da preda Predmet zakupa i/ili potpiše Zapisnik o primopredaji, Zakupac će imati pravo na raskid Ugovora.
- Ako Zakupodavac ne obezbedi Zakupcu neometani posed i korišćenje Predmeta zakupa, odnosno, ukoliko Zakupodavac nije zaštitio Zakupca od potraživanja trećih lica, kao i od svih nedostataka, koji bi mogli ometati korišćenje Predmeta zakupa.
- Ukoliko se Predmet zakupa ne može vratiti u stanje koje je prethodilo oštećenju kao što je to opisano u Članu 10 i 11 a Zakupac nije u mogućnosti da angažuje treće lice radi bržeg izvršenja neophodnih radova, pa Zakupodavac nije ni nakon obaveštenja o tome u razumnom roku vratio predmet zakupa u prvobitno stanje, Zakupac ima pravo na raskid Ugovora.
- U slučaju izmene vlasničkih odnosa nad Predmetom zakupa ili njegovim delom, usled promene osnivača ili članova Zakupodavca ukoliko to zadire u međusobna prava i obaveze nastale ovim Ugovorom.

15.3.2 If the Leased Premises may no longer be used since the approvals and/or permits, necessary for safe use of the Leased Premises, have not been

15.3.2. Ukoliko Predmet zakupa više ne može biti korišćen jer odobrenja i/ili dozvole, neophodne za bezbednu upotrebu Predmeta zakupa, nisu pravosnažno

	validly obtained from the competent bodies or have been revoked.		dobijeni od strane nadležnih organa ili su povučeni, opozvani.
15.4	If the Agreement is terminated in accordance with the Clauses 15.3.1. and 15.3.2, the notice period shall be 2 months from the receipt of the notice, and the Lessor shall be obliged to return Corporate Guarantee to the Lessee.	15.4	U slučaju raskida Ugovora u skladu sa Članom 15.3.1. i 15.3.2, otkazni rok je 2 meseca od prijema obaveštenja i Zakupodavac je obavezan da Zakupcu vrati Korporativnu garanciju.
15.5	Both Parties are entitled to the termination of the Agreement in the event of force majeure. The force majeure shall mean the occurrence of extraordinary circumstances beyond the control of one Party that cannot be avoided, and therefore prevented either by the Lessor or the Lessee, including in the first place: <ul style="list-style-type: none"> <li>• extraordinary natural events such as earthquakes, floods, fires and other natural disasters.</li> </ul>	15.5	Obe strane imaju pravo na raskid Ugovora u slučaju više sile. Viša sila podrazumeva nastupanje neuobičajenih okolnosti, koje se nalaze izvan kontrole jedne Ugovorne strane, ne mogu se izbeći, te ih stoga ne mogu sprečiti ni Zakupodavac ni Zakupac i to pre svega: <ul style="list-style-type: none"> <li>• vanredne prirodne situacije kao što su zemljotresi, poplave, požari i druge prirodne katastrofe.</li> </ul>
16.	<b>Notices</b>	16.	<b>Obaveštenja</b>
16.1	Any notices under this Agreement shall be provided in writing and be effective once received to the addresses of the contact persons specified below (which may be changed by the Parties pursuant to this Agreement). Such notices shall be delivered in person, by facsimile conditioned by the fax confirmation receipt, by registered or certified mail, by a courier service, or by official letter with the receipt confirmation. <p>It is the understanding of the Parties that notices, but not the ones which contain proposals for change or issue which concern material elements of the Agreement, could be directed in the form of an e-mail.</p> <p>The contact details of the Parties:</p> <p>Lessor: Luka Novi Sad Carinska broj 1 tel.021-210-2110; e.mail.address: office@lukanovisad.rs .</p> <p>Lessee: Lear Corporation d.o.o. Beograd-Stari Grad 3 Cincar Jankova street</p>	16.1	Obaveštenja u vezi sa ovim Ugovorom moraju biti u pisanoj formi i stupaju na snagu u momentu prijema na adresi dole navedenih kontakata (što od strane Ugovornih strana u skladu sa ovim Ugovorom može biti promenjeno). Isporuka može biti lična, putem faksa, sa izveštajem o prijemu, preporučenom poštom, kurirskom službom ili zvaničnim pismom sa potvrdom o prijemu. <p>Razumevanje je Ugovornih strana da se obaveštenja, ali ne ona koja sadrže predloge izmene ili pitanja koja se tiču bitnih elemenata Ugovora, mogu biti upućena i elektronskom formom.</p> <p>Kontaktni podaci Ugovornih strana:</p> <p>Zakupodavac: Luka Novi Sad Carinska broj 1 tel.021-210-2110; e.mail.address: office@lukanovisad.rs .</p> <p>Zakupac: Lear Corporation d.o.o. Beograd-Stari Grad Cincar Jankova 3</p>

For Martin Henningsen.

za Martina Henningsena.

<b>17. Applicable law; Jurisdiction</b>	<b>17. Primenjivo pravo; Nadležnost</b>
17.1 This Agreement shall be implemented, construed and enforced pursuant to the laws of the Republic of Serbia.	17.1 Ovaj Ugovor se sprovodi, tumači i primenjuje u skladu sa zakonima Republike Srbije.
17.2 All disputes arising in connection with this Agreement shall be submitted and resolved by the competent court in Novi Sad.	17.2 Svi sporovi koji nastanu u vezi sa ovim Ugovorom rešavaće se od strane nadležnog suda u Novom Sadu.
17.3 If any provision of this Agreement becomes or it is rendered unenforceable, this will not affect the validity of the remaining provisions of this Agreement. Instead of the unenforceable provision, the parties shall mutually add valid provision, which meaning shall be as closest as possible to the meaning of the unenforceable provision and which fulfils the needs of both Parties to the best possible extent.	17.3 U slučaju da neka od odredbi ovog Ugovora postane ili bude proglašena za nevažeću, to neće uticati na punovažnost ostalih odredbi ovog Ugovora. Umesto nevažeće odredbe Ugovorne strane će saglasno dodati važeću odredbu, čiji smisao je najbliži smislu nevažeće odredbe i koja u najvećoj meri ispunjava zahteve Ugovornih strana.
17.4 The invalidity of a single provision shall not affect the applicability of other provisions.	17.4 Nevažnost jedne odredbe ovog Ugovora ne znači nevažnost Ugovora i ostalih odredbi.
<b>18. Confidentiality</b>	<b>18. Poverljivost</b>
During the validity of this draft Agreement, as well as during the validity of the Agreement, once concluded and after its expiry, the Parties agree that financial, business and other information and/or data obtained during the said period shall not be disclosed or forwarded to third parties.	18.1 U periodu važenja nacrtu ovog Ugovora kao i u toku važenja Ugovora, kada je isti zaključen i nakon njegovog okončanja, Ugovorne strane su saglasne da informacije i/ili podatke, koje su dobile u navedenom periodu neće dati, obelodaniti niti proslediti trećim licima.
<b>19. Final provisions</b>	<b>19. Završne odredbe</b>
19.1 This Agreement shall come into force when it has been signed by the Lessor and the Lessee, on the date given in preamble of the Agreement.	19.1 Ovaj Ugovor stupa na snagu potpisivanjem od strane Zakupodavca i Zakupca, na dan naveden u preambuli Ugovora.
19.2 The Lessee shall, without delay, notify the Lessor of all matters related to the Leased Premises, the Lessor or this Agreement, including but not limited to damages, instructions of competent authorities, third party claims, etc.	19.2 Zakupac će bez odlaganja informisati Zakupodavca o svemu što je u vezi sa imovinom, Zakupodavcem ili ovim Ugovorom, uključujući ali ne ograničavajući se na štete, naređenja, nadležne organe, zahteve trećih lica itd.
19.3 This Agreement and all its appendices represent the entire correspondence and agreement between the Parties. All previous agreements between the Parties (entered into by them or on their behalf) shall be null and void.	19.3 Ovaj Ugovor i svi njegovi prilozi predstavljaju celokupnu korespondenciju i sporazum između Ugovornih strana. Svi prethodni ugovori između Ugovornih strana (ili u njihovo ime) su nevažeći i bez daljeg efekta.

- |      |   |      |   |
|------|---|------|---|
| 19.4 | No amendments to this Agreement shall be effective unless made in writing and signed by the Parties.  | 19.4 | Nijedna izmena ili dopuna ovog Ugovora neće stupiti na snagu, ukoliko je prethodno nisu potpisale Ugovorne strane.                              |
| 19.5 | The appendices attached shall be an integral part of this Agreement.  | 19.5 | Prilozi čine sastavni deo ovog Ugovora.   |
| 19.6 | This Agreement has been made in 4 (four) identical counterparts, 2 (two) of which shall be kept by each Party.                                      | 19.6 | Ovaj Ugovor sastavljen je u 4 (četiri) istovetna primerka, od kojih svaka Ugovorna strana dobija po 2 (dva).                                    |
| 19.7 | This Agreement has been made in English and in Serbian. In case of any discrepancies between these two versions, the Serbian version shall prevail. | 19.7 | Ovaj Ugovor sastavljen je na engleskom i srpskom jeziku. U slučaju nesaglasnosti između te dve verzije, merodavna je verzija na srpskom jeziku. |

For the Lessor/Za Zakupodavca:



  
Mr. Aleksandar Milovančev, Managing Director/Direktor

For the Lessee/Za Zakupaoca:



Mr. Martin Henningsen, Managing Director/Direktor

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**APPENDIX 1 – LAND REGISTRY SHEETS NOS:  
[·], CADASTRAL MUNICIPALITY [·]**

**PRILOG 1 – IZVODI IZ LISTA  
NEPOKRETNOSTI BROJEVI: [·],  
KATASTARSKA OPŠTINA [·]**

**APPENDIX 2 – TECHICAL DESCRIPTION OF  
THE LEASED PREMISES**

**PRILOG 2 – TEHNIČKI OPIS PREDMETA  
ZAKUPA**

**APPENDIX 3 – FORM OF THE HANDOVER  
PROTOCOL**

Concluded in Belgrade on [●] (“Handover Protocol”),  
between:

1. [●] (“Lessor”)

and

2. [●] (“Lessee”).

each a “Party” and collectively referred to as the  
“Parties”.

**WHEREAS**, the Parties have concluded a lease  
agreement dated [●] (the “Lease Agreement”);

**WHEREAS**, the Lease Agreement stipulates that the  
handover of the Leased Premises shall take place in the  
form of a Handover Protocol to be mutually signed by  
the authorized representatives of the Parties;

The Parties, intending to be legally bound, following a  
detailed inspection of the Leased Premises, have  
concluded this Handover Protocol.

In this Handover Protocol, capitalized terms used but  
not defined herein shall have the meaning assigned to  
them in the Lease Agreement.

The Lessee certifies and agrees as follows:

- a) the Leased Premises do not have any  
deficiencies which prevent regular use;
- b) the Leased Premises do not have any  
deficiencies;
- c) [LESSEE TO INSERT ALL  
DEFICIENCIES AND PARTIES TO  
SPECIFY THE REMEDY PERIOD].

The condition of the Leased Premises is as follows:  
[DESCRIPTION AND PHOTOGRAPHS TO BE  
INCLUDED].

The Parties hereby confirm that exact surfaces of the  
Leased Premises is [●].

The Parties hereby confirm that exact surfaces of the  
external access roads, handling and loading areas/roads  
as well as parking space is [●].

**PRILOG 3 – FORMA ZAPISNIKA O  
PRIMOPREDAJI**

Zaključen u Beogradu dana [●] (“Zapisnik o  
Primopredaji”), između:

1. [●] (“Zakupodavac”)

i

2. [●] (“Zakupac”).

svaka pojedinačno “Ugovorna strana” a zajedno  
“Ugovorne strane”.

**S OBZIROM DA** su Ugovorne strane zaključile  
ugovor o zakupu dana [●] (“Ugovor o zakupu”);

**S OBZIROM DA** Ugovor o zakupu predviđa da će  
se primopredaja Predmeta zakupa izvršiti u obliku  
Zapisnika koji će zajednički potpisati ovlašćeni  
zastupnici Ugovornih strana;

Ugovorne strane su, posle detaljne provere Predmeta  
zakupa, napravile Zapisnik o primopredaji sa  
namerom da se zakonski obavežu.

U ovom Zapisniku o primopredaji pojmovi sa  
početnim velikim slovom koji nisu ovde definisani  
imaće isto značenje koje im je dato u Ugovoru o  
zakupu.

Zakupac potvrđuje i saglasan je kako sledi:

- a) Predmet zakupa nema nedostataka koji  
ometaju redovno korišćenje;
- b) Predmet zakupa nema nedostataka;
- c) [ZAKUPAC TREBA DA UNESE SVE  
NEDOSTATKE I UGOVORNE STRANE  
TREBA DA PRECIZIRAJU ROK ROK U  
KOM ONI TREBA DA SE OTKLONE].

Predmet zakupa se nalazi u sledećem stanju: [UNETI  
OPIS I FOTOGRAFIJE].

Ugovorne strane potvrđuju da tačna površina  
Predmeta zakupa iznosi: [●].

Ugovorne strane potvrđuju da tačna površina  
saobraćajnih površina, površina / puteva za

manipulaciju i utovar kao i parking prostora iznosi:  
[•].

**LESSOR**

**LESSEE**

**ZAKUPODAVAC**

**ZAKUPAC**