

it is obliged to pay to the Landlord the contractual penalty in the amount of EUR 100.00 (one hundred euro) for each day of delay, provided that the Landlord previously leaves the Tenant an additional time period of 2 (two) days for fulfilment of its obligations.

1.3.7 The Tenant shall deliver to the Landlord the monthly cash book bills which include daily turnover of the Premises, on which the issued invoice and its number must be clearly stated, along with turnover report, as per item 1.2.2. above, but as a separate document. The Tenant shall also indicate the date, time and place of invoice issuance, numbers of sold products, total amount of each invoice with VAT included and without VAT, and shall then summarize mentioned data per day of the month including the number of issued invoices.

1.3.8 The Tenant shall deliver the Landlord on a monthly basis a Tenant's Statement on accuracy of the presented data, signed by the authorized person of the Tenant, together with turnover report, as per item 1.2.2. above, but as a separate document, for all financial documents from this item 1.2.

1.3.9 The Tenant shall deliver the Landlord on a monthly basis a parallel data for other Tenant's stores, with data on surface area of the each store and achieved turnover for each store in the form of analytical report, if the same may be provided due to confidentiality clauses.

1.3.10 The Tenant shall on Landlord's request within 5 (five) days provide any other document with which the

ugovornu kaznu u iznosu od 100,00 EUR (sto eura) za svaki dan zakašnjenja, uz uvjet da je Zakupodavac prethodno ostavio Zakupniku dodatni rok od 2 (dva) dana za ispunjenje obveze.

1.3.7 Zakupnik će dostavljati Zakupodavcu mjesečne blagajničke izvještaje koji sadrže dnevne promete Poslovnog prostora na kojima mora biti jasno vidljiv izdani račun i njegov broj, i to zajedno s izvještajem o prometu temeljem točke 1.2.2. gore, ali kao zaseban dokument. Zakupnik je dužan posebno naznačiti datum, vrijeme i mjesto izdavanja računa, broj prodanih artikala, ukupan iznos svakog pojednog računa s uračunatim PDV-om i bez uračunatog PDV-a, te je potom dužan navedene podatke sumirati po danima mjeseca uključujući i broj izdanih računa.

1.3.8 Zakupnik je dužan Zakupodavcu jednom mjesečno predavati Izjavu Zakupnika o točnosti prikazanih podataka potpisanu od strane ovlaštene osobe Zakupnika zajedno s izvještajem o prometu temeljem točke 1.2.2. gore, ali kao zaseban dokument, za sve financijske dokumente iz ove točke 1.2.

1.3.9 Zakupnik je jednom mjesečno dužan Zakupodavcu predavati i usporedne podatke za Zakupnikove ostale trgovine s naznačenom površinom pojedinih trgovina i ostvarenom prometom pojedinih trgovina u obliku analitičkih izvještaja, ukoliko to može dostaviti radi zaštite tajnosti podataka.

1.3.10 Zakupnik je dužan na zahtjev Zakupodavca predati u roku od 5 (pet) dana bilo koju drugu ispravu Zakupnika

income of the Premises for respective month can be proven:

1.3.11 If the Tenant fails to provide any of the document or data from items 1.2.7. to 1.2.10. above, it shall be obliged to pay to the Landlord the penalty in the amount of EUR 150,00 (one hundred and fifty euro) for each day of delay for every not provided document, provided that the Landlord previously leaves the Tenant an additional time period of 2 (two) days for fulfilment of its obligations.

2.

With respect of the Rent set out in point 1.1 in above (subject to its indexation) the Landlord may issue an invoice for a given month at any time after noon on the 23rd day of the preceding month. The invoice will be payable up to 10th day of the given month.

3.

Rent value set in article 1.1 above is subject to annual increases or decreases in line with the changes in Consumer Price Index for Harmonized Indices of Consumer Prices («HICPs, euro-zone-Economic and Monetary Union/for euro zone only» hereinafter «Index»).

The first indexation will occur on 1st of January following the execution of this Lease. Following indexations will always take place on each 1st of January of forthcoming years until the end of the Lease Term.

The Indexations will be calculated in accordance with the following Formula:

$$\text{The adjusted Rent rates} = (Yx/Yo) * Ro$$

Where:

Yo («Base Index») is the last known Index at the date of signing of this agreement;

Ro is the Rent value set in article 1.1 above;

kojom se dokazuju prihodi Poslovnog prostora za odnosi mjesec.

1.3.11 Ako Zakupnik propusti dostaviti neki od dokumenata ili podataka iz točaka 1.2.7 do 1.2.10. gore, dužan je platiti Zakupodavcu ugovornu kaznu u iznosu od 150,00 EUR (sto pedeset eura) za svaki dan zakašnjenja svakog pojedinog dokumenta, uz uvjet da je Zakupodavac prethodno ostavio Zakupniku dodatni rok od 2 (dva) dana za ispunjenje obveze

2.

U odnosu na Zakupninu koja je određena u članku 1.1 gore (koja je podložna indeksiranju), Zakupodavac može izdati račun za odnosi mjesec u bilo koje doba nakon podneva 23. dana prethodnog mjeseca. Račun će biti dospio u roku do najkasnije 10-og dana odnositnog mjeseca.

3.

Vrijednost Zakupnine koja je određena u članku 1.1 gore, bit će indeksirana sukladno godišnjim povećanjima ili smanjenjima koja odgovaraju indeksu maloprodajnih cijena u odnosu na Harmonizirane indekse potrošačkih cijena («HIPC, euro-zona, ekonomska i monetarna unija / samo za euro-zonu», u daljnjem tekstu: «Indeks»).

Prva indeksacija nastupit će 1. siječnja nakon sklapanja Ugovora o zakupu. Sljedeće indeksacije uvijek će nastupiti svakog 1. siječnja nastavnih godina sve do kraja Trajanja zakupa.

Indeksiranje će se izvršiti sukladno sljedećoj formuli:

$$\text{Iznosi prilagodene Zakupnine} = (Yx/Yo) * Ro$$

Gdje je:

Yo («Osnovni Indeks») posljednji znani Indeks na datum potpisivanja ovog ugovora;

Ro je vrijednost Zakupnine koja je određena u čl. 1.1 gore;

Landscaping	Gardening, maintenance of indoor and outdoor greenery
Garbage	Garbage collection
Insurance & Taxes	Payment of insurance premiums and municipal taxes
Office service & telephone	Running the management office and management costs (5% of rent)

Održavanje okoliša	Vrtlarstvo, održavanje unutrašnjeg i vanjskog zelenila
Smeće	Uklanjanje smeća
Osiguranje & Porezi	Plaćanje premija osiguranja i mjesnih poreza
Usluge ureda & telefona	Vodenje ureda za upravljanje Centrom kao i troškovi upravljanja Centrom (5% Zakupnine)

5.

If the Tenant's use of the Premises causes the Landlord's insurers to increase their premiums, the Tenant shall reimburse to the Landlord the whole of the increase. Upon request the Landlord shall promptly deliver copies of all premium notices which provide for such an increase to the Tenant.

5.

Ukoliko zbog načina na koji Zakupnik koristi Poslovni prostor osiguravatelji Zakupodavca povise premije osiguranja, Zakupnik će nadoknaditi Zakupodavcu cjelokupni iznos povećanja. Na zahtjev, Zakupodavac će odmah dostaviti Zakupniku preslike svih obavijesti o premijama kojima se izvještava o povišenju.

6.

Pending calculation of the Additional Rent for each calendar year, the Tenant shall pay monthly amounts on account thereof in accordance with the planned budget. During the period from the Delivery Date to December of each calendar year in which the Delivery Date took place, the monthly advance payment on account of the Additional Rent shall be the equivalent in Croatian Kuna of 1.000,00 EUR (one thousand euro) for the Premises. For the second calendar and subsequent calendar years, the monthly advance payment so payable shall be such sum as the Landlord notifies to the Tenant in writing as to its estimate based on the planned budget of the expenses specified in point 4 above, but not less than the amount actually paid by the Tenant during the previous calendar year per one square metre of the Premises Area per month. The monthly advance payment on account of the Additional Rent will be paid together with the Rent.

6.

Do izračuna Dodatne zakupnine za svaku kalendarsku godinu, Zakupnik će platiti mjesečne iznose na ime iste sukladno planiranom budžetu. Za razdoblje od Datuma primopredaje poslovnog prostora do 31. prosinca svake kalendarske godine u kojoj je nastao Datum primopredaje poslovnog prostora, mjesečno plaćanje predujma na ime Dodatne zakupnine bit će razmjerno kunskoj protuvrijednosti od 1.000,00 EUR (tisuću eura) za Poslovni prostor. Za drugu kalendarsku godinu i za svaku sljedeću kalendarsku godinu, mjesečni predujam plaćen na taj način bit će sukladan iznosu o kojem će Zakupodavac izvjestiti Zakupnika pisanim putem, sukladno izračunu koji se temelji na planiranom budžetu troškova koji su specificirani u točki 4. gore, međutim isti neće biti manji od iznosa koji je uistinu plaćen od strane Zakupnika za vrijeme prethodne kalendarske godine po jednom kvadratnom metru površine Poslovnog prostora mjesečno. Mjesečno plaćanje predujma na ime Dodatne zakupnine bit će plaćeno zajedno sa Zakupninom.

The Parties mutually agree that the increase of the Additional Rent cannot be higher than 10

Ugovorne strane suglasno utvrđuju kako godišnje povećanje iznosa Dodatne zakupnine ne može biti veće od 10% od iznosa Dodatne zakupnine u

percent of the amount of the Additional Rent calculated for the previous period, notwithstanding the amount which should be applicable in accordance with the paragraph below.

The accounting period for the calculation of Additional Rent shall be the calendar year, beginning on January 1st (first) and ending on December 31st (thirtyfirst). As soon as possible after the end of each calendar year (or its part), the Landlord shall deliver to the Tenant a statement showing the Landlord's expenditure with respect of all components of the Additional Rent for that year which shall provide for a breakdown of costs and calculation of the actual Additional Rent decreased by advance payments made according to point 6 above. The amount to be paid as the Additional Rent shall be calculated pursuant to the following formula:

$$SC \times D \times (AB/F - 1),$$

where:

SC - means a monthly amount payable on account of the Additional Rent as set out in point 6 above multiplied by the area of the Premises;

D - means period of occupation (in months) of the Premises by the Tenant in a given calendar year;

AB - means the actual yearly expenses incurred by the Landlord in relation to the Services as well as other expenses included in the above pursuant to point 4 above;

F - means the total yearly amount invoiced to the tenants on account of the Additional Rent.

For a purpose of the calculation all and any amounts shall be expressed in Euros.

Subject to the provisions of the following sentence and except in cases of obvious error, the above formula shall conclusively fix the amount due from the Tenant, and shall legally bind the Tenant to pay it.

prethodnom razdoblju, a bez obzira na iznos koji treba biti stvarno primjenjiv sukladno stavku nize.

Razdoblje izračuna Dodatne zakupnine bit će kalendarska godina, počevši 1. (prvog) siječnja a završavajući 31. (tridesetiprvog) prosinca. Odmah po završetku svake kalendarske godine (ili dijela iste), Zakupodavac će dostaviti Zakupniku Izjavu kojom dokazuje izdatke Zakupodavca na ime svih sastavnih dijelova Dodatne zakupnine za tu godinu, a koja će također sadržavati popis troškova i izračun stvarne Dodatne zakupnine umanjene za iznos plaćenog predujma koji je uplaćen sukladno točki 6. gore. Iznos koji se treba platiti na ime Dodatne zakupnine bit će izračunat sukladno sljedećoj formuli:

$$SC \times D \times (AB/F - 1),$$

sa sljedećim značenjima:

SC - mjesečni iznos plativ na ime Dodatne zakupnine određene u članku 6 gore pomnoženo sa površinom Poslovnog prostora,

D - razdoblje (u mjesecima) tijekom kojeg je Zakupnik u zakupu Poslovnog prostora u odnosnoj kalendarskoj godini;

AB - stvarni godišnji troškovi koji su nastali Zakupodavcu u svezi sa Uslugama, kao i ostali troškovi koji su u iste uključeni sukladno članku 4 gore.

F - ukupni godišnji iznos za koji su izdani računi zakupnicima na ime Dodatne zakupnine.

Za svrhu izračuna bito koji i svi iznosi bit će izraženi u Eurima.

Sukladno odredbama sljedeće rečenice i osim u slučajevima očite greške, gore navedena formula zaključno će odrediti iznos koji je dospio od strane Zakupnika, te će Zakupnik biti zakonski obavezan na plaćanje iste.

When the actual Additional Rent for a calendar year has been calculated (or its part, if the Delivery Date did not take place on 1st January, or the Termination Date did not take place on 31st December, any overpayment by the Tenant shall be deducted from the next monthly advance payment or advance payments due in accordance with the previous paragraph. Any underpayments shall be paid by the Tenant to the Landlord within 10 (ten) days of delivery of the Additional Rent statement.

Any payment of, or on account of, the Additional Rent which remains unpaid for 10 (ten) working days shall be deemed to be unpaid Rent and shall be recoverable as such.

For the avoidance of doubt, monthly payments on account of the Additional Rent shall not include payments related to the use of telephones and other utilities in the Premises (including but not limited to electricity, water, gas, heating, cleaning, Internet fees). Such costs are outgoings to be paid by the Tenant either to the Landlord against monthly invoices or, if possible, directly to the utility providers. If such payments are to be made to the Landlord, they shall be at the same rates as charged for such tenants by the utility providers for the use of such utilities (as metered). Payment due to the Landlord in respect of such utilities shall be made by the Tenant up to 10th (tenth) day of the month when the invoice is issued.

7.

In this Lease, all amounts of Croatian Kuna equivalent to stated sums of EURO shall be calculated by using the average rate of exchange determined by the Croatian National Bank on the last working day prior to the issuance of an invoice or other demand for payment, except as regulated otherwise in the Lease.

Kada stvarna Dodatna zakupnina za kalendarsku godinu bude izračunata (ili njezin dio, ukoliko se Datum primopredaje poslovnog prostora nije dogodio 1. siječnja, ili ukoliko se Datum završetka zakupa nije dogodio 31. prosinca, bilo koji iznos preplate koji je učinjen od strane Zakupnika bit će odbijen od sljedećeg mjesečnog iznosa predujma ili od iznosa predujma koji su dospjeli u skladu sa prethodnim stavkom, Bilo koji iznosi koji nisu u potpunosti podmireni bit će podmireni Zakupodavcu od strane Zakupnika u roku od 10 (deset) dana od dana dostave izjave o Dodatnoj zakupnini.

Bilo koje plaćanje Dodatne zakupnine, ili plaćanje s osnova Dodatne zakupnine, a koje ostane nepodmireno unutar 10 (deset) radnih dana, smatrat će se neplaćenom Zakupninom, te će biti naplaćeno kao takvo.

U svrhu otklanjanja ikakve sumnje, mjesečna plaćanja s osnova Dodatne zakupnine ne uključuju plaćanja koja se odnose na korištenje telefonskih i drugih komunalnih usluga unutar Poslovnog prostora (primjerice električna energija, voda, plin, grijanje, čišćenje, internetske pristojbe). Takvi troškovi su isplate koje je Zakupnik dužan podmiriti ili Zakupodavcu prema mjesečnim računima ili, ukoliko je isto moguće, direktno osobama koje pružaju navedene usluge. Ukoliko se takve usluge plaćaju Zakupodavcu, iste će biti obračunate u istim iznosima koje za takve zakupnike obračunavaju osobe koje pružaju navedene usluge (sukladno brojlama). Plaćanje Zakupodavcu s osnova takvih komunalnih usluga bit će izvršeno od strane Zakupnika najkasnije do 10. (desetog) dana u mjesecu u kojem je račun izdan.

7.

Za potrebe ovog Ugovora, svi iznosi u hrvatskim kunama, a koji izražavaju protuvrijednost navedenih iznosa u Eurima, bit će izračunati korištenjem srednjeg tečaja Hrvatske narodne banke na zadnji radni dan koji prethodi izdavanju računa ili drugog zahtjeva za plaćanje, osim ukoliko je drukčije propisano ovim Ugovorom.

8.

In the event of the deadline for the payment has not been met by the Tenant and if between the date of the issuance of the invoice or other demand of payment and the payment thereof by the Tenant, the average rate of exchange of the Croatian National Bank changes so that on the last working day before the date of payment of the invoice or other demand for payment is higher than on the last working day prior to the issuance thereof by at least 5% (five percent), then the Landlord will issue to the Tenant an additional invoice. Such an additional invoice shall be issued for the amount which shall be equal to (i) the above percentage of the increase of the average rate of exchange of the Croatian National Bank between the date of the issuance of the invoice or other demand of payment and the date of the payment thereof times (ii) the amount invoiced and paid by the Tenant to the Landlord pursuant to the original invoice. The amount additionally invoiced shall be deemed Rent or respectively (depending on the nature of the sum originally invoiced) and shall be paid within 7 (seven) days from the date of the receipt of the additional invoice. Provisions of this point shall not be applicable in case the amount indicated in the invoice or other demand for payment is paid by the Tenant within 5 (five) days from its receipt.

Any and all the payments hereunder shall be made to a bank account as notified in writing from time to time by the Landlord to the Tenant.

In the event the Delivery Date does not fall on 1st January, all references to the calendar year, in which the Delivery Date took place, shall apply to the period between the Delivery Date and 31st December in which the Delivery Date took place. In the event the Termination Date does not fall on 31st December, any references to the calendar year, shall apply to the period from 1st January of a year when Termination Date took place, until the Termination Date.

8.

U slučaju da rok za plaćanje nije poštivan od strane Zakupnika, te u slučaju ako se između datuma izdavanja računa ili drugog zahtjeva za plaćanje i samog plaćanja istog od strane Zakupnika, srednji tečaj valute Hrvatske narodne banke izmijenio na način da je isti zadnjeg radnog dana koji prethodi datumu plaćanja računa ili drugog zahtjeva za plaćanje viši nego zadnjeg radnog dana koji prethodi izdavanju istog za najmanje 5% (pet posto), tada će Zakupodavac izdati Zakupniku dodatni račun. Takav dodatni račun bit će izdan na iznos koji je sukladan umnošku (i) gora navedenog postotka povišenja srednjeg tečaja valute Hrvatske narodne banke između dana izdavanja računa ili drugog zahtjeva za plaćanje i stvarnog plaćanja istog, te (ii) iznosa koji je fakturiran i plaćen od strane Zakupnika Zakupodavcu sukladno izvorniku računa. Iznos koji je dodatno fakturiran smatrat će se Zakupninom ili sličnim (ovisno o prirodi iznosa koji je prvotno izdan), te će biti plaćen u roku od 7 (sedam) dana od dana primitka dodatnog računa. Odredbe ovog članka neće se primjenjivati u slučaju kada je iznos označen na računu ili drugom zahtjevu za plaćanje podmiren od strane Zakupnika u roku od 5 (pet) dana od njegovog primitka.

Svako i bilo koje plaćanje prema ovom Ugovoru bit će izvršeno na žiro-račun o kojem Zakupodavac pisanim putem s vremena na vrijeme izvještava Zakupnika.

Ukoliko Datum primopredaje poslovnog prostora ne padne na datum 1. siječnja, bilo koja upućivanja na kalendarsku godinu u kojoj se dogodio Datum primopredaje poslovnog prostora, odnosit će se na razdoblje između Datuma primopredaje poslovnog prostora i 31. prosinca godine u kojoj se Datum primopredaje dogodio. Ukoliko Datum završetka zakupa ne padne na datum 31. prosinca, bilo koja upućivanja na kalendarsku godinu odnosit će se na razdoblje od 1. siječnja godine u kojoj se Datum završetka zakupa dogodio do samog Datuma završetka zakupa.

The Parties affirm and agree that neither the fixation of the conversion rate of the Croatian Kuna against the Euro as a single currency nor the conversion of the obligations under this agreement from the Croatian Kuna into Euro will by any means be a reason for early termination or revision of this Lease or prepayment of any amount due under this Lease, nor for any liability of one Party towards the other Party for any direct or consequential loss arising from any of these events, unless explicitly agreed by the Parties. If at any time during the term of this Agreement, the Croatian Kuna shall be replaced by the Euro as legal tender in the Republic of Croatia, all references in this Agreement to sums expressed in Croatian Kuna shall be converted into sums in Euros.

Ugovorne strane su suglasne i potvrđuju da niti fiksiranje tečaja valute hrvatske kune u odnosu na Euro niti pretvaranje obveza prema ovom Ugovoru iz hrvatskih kuna u Euro neće biti ni u kojem slučaju razlog za rani raskid ili izmjenu navedenog Ugovora, niti za plaćanje unaprijed bilo kojeg iznosa koji je dospio sukladno ovom Ugovoru, niti za bilo koju odgovornost jedne ugovorne strane prema drugoj za bilo koju direktnu ili indirektnu štetu koja je nastala iz tih događaja, osim ako je izriječno dogovorena među Ugovornim stranama. Ukoliko u bilo koje doba za vrijeme trajanja ovog Ugovora, hrvatska kuna bude zamijenjena sa Euroom kao sredstvom plaćanja u Republici Hrvatskoj, sva upućivanja u ovom Ugovoru na iznose koji su navedeni u hrvatskim kunama bit će pretvorena u iznose u Eurima.

THE THIRD SCHEDULE

The Services

PART I

Services rendered to the Premises, Development, and Common Areas

Maintaining, running, repairing, renewing, rebuilding, replacing, cleaning (including the provision of all cleaning materials and equipment), emptying, landscaping, lighting (as appropriate), snow removal and repainting as often as may be necessary all Common Areas, parking spaces, all main walls, party walls, and the foundations, roof, exterior of or appertaining to the Development or used in common by the Development with any nearby premises (including any service roads, access ways and any adjoining roads and pavements not maintained at the public expense), and

Any costs which may be charged by the municipal authorities to the Development as a whole, and

All sums payable by the Landlord in respect of the water supply to the Development, and

Employing security staff for the Development, and

The provision of water and heating to the Development, on the terms those media are delivered by the providers. The Landlord is not responsible for interruptions in media provisions, unless it was caused by the Landlord; and

Inspecting, insuring, maintaining, repairing, renewing, replacing, operating and running all boilers, gas electrical and heating, water treatment and/or water softening equipment, and any other equipment ("the Machinery") used in providing services to the Development, and

Replacing and renewing the Machinery as often as is necessary or desirable for the efficient running of the Development, and

Periodical repainting and cleaning of the Development, and

TREĆI DODATAK

Usluge

ODJELJAK I

Usluge pružene Poslovnim prostorima, Objektu i Zajedničkim prostorima

Održavanje, vođenje, popravljavanje, obnavljanje, ponovno izgrađivanje, izmjenjivanje, čišćenje (uključujući pružanje svih materijala i opreme za čišćenje), ispraznjavanje, uređivanje okolisa, tazyeta (ukoliko je primjenjivo), čišćenje snijega i ponovno farbanje onoliko često koliko je isto potrebno i to svih Zajedničkih prostora, parkirališnih prostora, svih glavni zidova, pregradnih zidova, temelja, stropova, vanjskog dijela Objekta ili koji pripada Objektu ili kojeg općenito koristi Objekt sa bilo kojim od susjednih poslovnih prostora (uključujući sve uslužne ceste, pristupne putove i bilo koje susjedne ceste i pločnike koji se ne održavaju na javni trošak), i

Bilo koji troškovi koje naplaćuju mjesne vlasti u odnosu na Objekt kao na cjelinu, i

Svi iznosi koje plaća Zakupodavac u odnosu na opskrbu Objekta vodom, i

Zapošljavanje zaštitara od strane Objekta, i

Pružanje vode i grijanja Objektu, sukladno uvjetima prema kojima se te komunalije dostavljaju od strane osoba koje pružaju navedene usluge. Zakupodavac nije odgovoran za prekide u pružanju komunalnih usluga, osim ako je isto uzrokovano od strane Zakupodavca, i

Nadgledavanje, osiguravanje, održavanje, popravljavanje, obnavljanje, zamjenjivanje, upravljanje i vođenje svih bojlera, plinskih, električnih i instalacija za grijanje, oprema za tretman vode i/ili omekšavanje tvrde vode, i bilo koja druga oprema ("Oprema") koja se koristi u svrhu obavljanja usluga u Objektu, i

Zamjenjivanje i obnavljanje Opreme onoliko često koliko je potrebno ili se traži za efikasno vođenje Objekta, i

Periodično ponovno farbanje i čišćenje Objekta, i

Installation, provision, maintenance, renewal and replacement of all fire-fighting and detection equipment and installations, fire alarm systems, fire escapes, security systems and traffic control systems in the Development, and

The provision of electricity to the Common Areas and/or the Development (excluding the Premises), including cooling or air-conditioning and

Management and administration of the Development, including first aid station, background music and sound system, removal of waste from the solid waste accumulation point and maintenance of the telephone switchboard.

PART II

Services rendered to the Premises

1 (one) telephone numbers through a PBX switch board installed by the Landlord for the whole Development and 1 (one) line to be used for machines accepting credit cards.

All agreements regarding the telephone services will be executed and the invoices for the services will be settled directly between the Tenant and the service provider of the Landlord's choice.

The provision to the Premises of:

- electricity;
- water;
- technologic water;
- air.

Instaliranje, pružanje, održavanje, obnavljanje, zamjena sve protupožarne opreme i instalacija kao i opreme i instalacija za dojavu požara, alarmnih sistema za dojavu požara, protupožarnih stepenica, sigurnosnih sustava, sustava za kontrolu trgovine unutar Objekta, i

Pružanje električne energije Zajedničkim prostorima i/ili Objekta (isključujući Poslovne prostore), uključujući rashladne i klimatske uređaje, i

Rakovođenje i upravljanje Objektom uključujući stanice za prvu pomoć, pozadinsku muziku i zvučne sustave, odvođenje otpada sa mjesta za krupni otpad i održavanje telefonske centrale.

ODJELJAK II

Usluge pružene Poslovnim prostorima

1 (jedan) telefonski broj preko PBX (Private Branch Exchange, naziv privatne telefonske centrale, op. prev. telefonske centrale koju instalira Zakupodavac za potrebe čitavog Objekta i 1 (jedna) linija koja se koristi za mašine koje prihvataju kreditne kartice.

Svi ugovori koji se tiču telefonskih i komunalnih usluga bit će potpisani, te će računi za usluge biti podmireni direktno između Zakupnika i osoba koje pružaju usluge po odabiru Zakupodavca.

Pružanje Poslovnim prostorima sljedećih usluga:-

- električna energija;
- voda;
- tehnološka voda;
- zrak.

THE FOURTH SCHEDULE**Tenant Fit-Out works:**

Floor finishing

Suspended ceiling construction

Partition walls construction

Individual electrical and lighting installation

Glazed shopfront construction

Air conditioning and ventilation installation

Furnishing with furniture

Signage-company's logo

Water-sewage installation depending on needs

Telephone installation

Sound installation to deliver voice messages, alarms and announcements.

Fit-Out Works

ČETVRTI DODATAK**Završni radovi od strane Zakupnika:**

Dovršavanje podnih površina

Izgradnja sniženog stropa

Izgradnja pregradnih zidova

Posebne električne i svjetlosne instalacije

Izgradnja ostakljenog izloga dućana

Ugradnja klimatskih uređaja i ventilacije

Opremanje namještajem

Znak – logo trgovačkog društva

Ugradnja vodovoda – odvodnje ovisno o potrebama

Ugradnja telefonskih instalacija

Ugradnja sistema u svrhu dostave zvukovnih poruka, alarma i objava.

Završni radovi

following the date in which the Tenant paid all outstanding amounts under the Lease. All sums due to the Landlord by the Tenant will be set off against such established amount and the balance will be paid to the Tenant.

Notwithstanding the above, in the event the Deposit is not presented in the above term to the Landlord on the terms agreed above, or if the Tenant fails to reinstate or increase the amount of the Deposit, the Landlord is entitled to terminate the Lease with immediate effect or to refuse delivery of the Premises to the Tenant or to disconnect the media and telephone lines from the Premises, until the proper Deposit is delivered or the guarantee amount is adjusted, without any additional notice, and the Tenant is not entitled to any compensation due to the above inconvenience.

The return of the Deposit should be settled between the parties within 45 (fortyfive) days following the expiry of this Lease.

At any time, the Landlord can issue the confirmation of the deposit balance calculated in Euros and the Tenant shall confirm the amount and return this document immediately to the Landlord.

During the term, the Deposit can be, at the request of the Tenant replaced by the Guarantee. At the request of the Tenant and provided that a properly issued Guarantee is received by the Landlord, the Landlord shall return the Deposit to the Tenant, within 30 (thirty) days from the receipt of the Guarantee to the Landlord. The amount of the Deposit to be repaid will be calculated as the amount of Croatian Kuna equivalent to the amount of Euros used to establish the original amount of Croatian Kuna to be paid to the Landlord as the Deposit, increased by the interest used by Zagrebačka Banka d.d for Euros funds on current a vista accounts until the date of issuing the Bank Guarantee. If at any time the amount of the Deposit was not equal to the amount of EUR 20,000.00, due to the breach of the obligation of the Tenant, the above interest shall not be calculated. The Croatian Kuna equivalent shall be calculated according to the

Zakupodavcu na plaćanja od strane Zakupnika bit će kompenzirani sa tim utvrđenim iznosom, te će nastala razlika biti plaćena Zakupniku.

Bez obzira na navedeno, u slučaju da depozit ne bude predan u gore navedenim rokovima Zakupodavcu, odnosno u slučaju da Zakupnik propusti vratiti iznos depozita u prvobitno stanje ili isti povećati, Zakupodavac može raskinuti Ugovor sa neposrednim učinkom, ili odbiti predaju Poslovnog prostora Zakupniku, ili prekinuti prikljuke i telefonske žice koje pripadaju Poslovnom prostoru, sve do dana prednje vrednog depozita ili do dana kada je garantni iznos prilagođen, bez ikole prethodne obavijesti, te s tim u svezi Zakupnik nema pravo na naknadu štete koja bi proizšla iz navedenih neugodnosti.

Vraćanje depozita bit će uređeno između Ugovornih strana u roku od 45 (četrdesetpet) dana od dana isteka ovog Zakupa.

U svako doba Zakupodavac može izdati potvrdu o saldu depozita izračunatog u Eurima, i Zakupnik će potvrditi navedeni iznos kao i odmah vratiti navedenu potvrdu Zakupodavcu.

Za vrijeme trajanja Zakupa, depozit može biti na zahtjev Zakupnika zamijenjen Garancijom. Na zahtjev Zakupnika, te pod uvjetom da je uredno izdana Garancija zadržana od strane Zakupodavca, Zakupodavac će vratiti depozit Zakupniku u roku od 30 (trideset) dana od dana primitka Garancije. Iznos depozita koji treba biti vraćen bit će izračunat u kunskoj protuvrijednosti iznosa u Eurima, prihvaćenog za utvrđivanje prvobitnog iznosa u hrvatskim kunama koji je trebao biti plaćen Zakupodavcu na ime depozita, uvećan za iznos kamata koje Zagrebačka banka d.d. koristi za sredstva plaćanja u Eurima za tekuće a vista račune, do dana izdavanja bankarske garancije. Ukoliko u bilo koje doba iznos depozita ne bude ekvivalent iznosa od 20.000 eur (dvadeset tisuća eura), kao rezultat povrede obveza Zakupnika, gore navedena kamata neće biti izračunata. Kunska protuvrijednost bit će izračunata sukladno kupovnom tečaju Zagrebačke banke d.d. za Euro na dan dostave bankarske

buying exchange rate of Zagrebačka Banka d.d. for Euro on the date of delivering of the Bank Guarantee to the Landlord.

16. Notification

The Landlord has the right to notify the bank/other financial institution financing the Landlord on the Agreement and its terms

17. Miscellaneous

Only correspondence in the form of a registered letter, an acknowledged registered letter, courier delivery, fax or personal delivery with acknowledgement has legal effects. The Parties are obliged to notify each other about each change in the address of their seat and their telephone, telex and fax numbers. If a Party neglects this obligation, a letter sent to the recently given address and sent back with an annotation about the impossibility of being delivered is left in the documents with the effect of being delivered.

Current addresses:

If to the Landlord:

EURO STRUCTOR d.o.o.
Avenija Dubrovnik 16
10000 Zagreb
Tel: 00 385 1 66 59 400
Fax: 00 385 1 66 59 409
e-mail: office@gtc-zagreb.hr
Attn: Mr. Arn Willems

If to the Tenant:

Delano d.o.o.
Tuškanac 1
Zagreb
Mobil: + 38598258822;
Mob2: +38598450847;
Mob3: +385989805000;
Mob4: +385981626834;
E-mail: mario@hemingway.hr;

garancije Zakupodavcu.

16. Obavijest

Zakupodavac ima pravo obavijestiti o sklapanju Ugovora i njegovim uvjetima banku/drugu instituciju koja ga kreditira.

17. Završne odredbe

Pravnog učinka ima samo dopisivanje u obliku preporučenih pošiljki, preporučenih pošiljki sa potvrdom primitka, dostava od strane dostavljača, faks ili osobnih dostava sa potvrdom primitka. Ugovorne strane će obavijestiti jedna drugu o svakoj promjeni adrese njihovih sjedišta, kao i o njihovim brojevima telefona, telefaksa i faksa. Ukoliko bi jedna od Ugovornih strana propustila postupiti sukladno toj svojoj obvezi, smatrat će se da pisмено koje je poslano na prethodno danu adresu i koje je vraćeno natrag sa naznakom da isto nije moglo biti uručeno, ima pravnog učinka kao uredno dostavljeno.

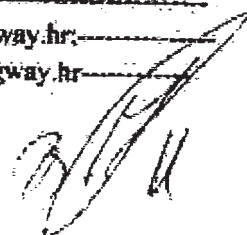
Važeće adrese:

Za Zakupodavca:

EURO STRUCTOR d.o.o.
Avenija Dubrovnik 16
10000 Zagreb
Tel: 00 385 1 66 59 400
Faks: 00 385 1 66 59 409
e-mail: office@gtc-zagreb.hr
N/r: Gospodina Arn Willemsa

Za Zakupnika:

Delano d.o.o.
Tuškanac 1
Zagreb
Mobil: + 38598258822;
Mob2: +38598450847;
Mob3: +385989805000;
Mob4: +385981626834;
E-mail: mario@hemingway.hr;
E-mail2: opatija@hemingway.hr



11.2.

Disputes relating to payment of Rent, Additional Rent, the cost of utilities, penalties, damages and all other payments due by the Tenant to the Landlord on basis of the Lease, as well as eviction procedures of the Tenant, shall be resolved by common courts.

12. Value Added Tax

All payments due to be made by the Tenant to the Landlord under the terms of the Lease are exclusive of Value Added Tax ("VAT"), and the sums due shall be increased by the amount of the appropriate VAT. References to VAT shall be deemed to include any revised version of VAT, and/or any tax which replaces or supplements VAT.

13. Pledge

The Tenant acknowledges the pledge to be established on all movable property brought into the Premises by the Tenant. The Tenant hereby agrees to indemnify the Landlord against any losses resulting from claims made by the owners or any beneficiary of such movables.

In case the Tenant is in default with payment pursuant to the Lease, the Landlord may retain the commodities, furniture or other movable property of the Tenant, which are in the Premises, until all payments hereunder are duly made. The Landlord shall be liable for any damages which might have occurred on commodities, furniture or other movable property of the Tenant as the consequence of their removing or storage.

14. Bank Guarantee

Not applicable.

15. Deposit

The latest 3 (three) days after the Handover date, the Tenant shall provide the Landlord with a deposit in an amount of EUR 20,000.00 (twenty thousand euro). The amount of Croatian Kuna payable as the Deposit shall be

11.2

Svi sporovi koji se odnose na plaćanja Zakupnine, Dodatne zakupnine, troškove s osnova komunalija, ugovornih kazni, naknade štete i sva ostala plaćanja koje je Zakupnik dužan platiti Zakupodavcu sukladno odredbama ovog Ugovora, kao i postupci prisilnog iseljenja Zakupnika, bit će riješeni putem nadležnih sudova.

12. Porez na dodanu vrijednost

Sva plaćanja koja je Zakupnik dužan učiniti u odnosu na Zakupodavca sukladno odredbama ovog Ugovora specifičnima su bez poreza na dodanu vrijednost ("PDV"), te će dužni iznosi biti uvećani za iznos pripadajućeg PDV-a. Pozivanje na PDV smatrat će se da uključuje bilo koji izmijenjen iznos PDV-a i/ili bilo kojeg porez koji zamjenjuje ili dopunjuje PDV.

13. Zalog

Zakupnik priznaje pravo zalogu koje postoji na svoj pokretnoj imovini koju je isti unio u Poslovni prostor. Zakupnik je ovim suglasan da će osigurati Zakupodavca protiv bilo kojeg gubitka koji bi proizašao iz poraživanja od strane vlasnika ili korisnika takve pokretne imovine.

Ukoliko bi Zakupnik imao dug s osnova Zakupa, Zakupodavac može robu, namještaj ili drugu pokretnu imovinu Zakupnika, koja se nalazi u Poslovnom prostoru, zadržati sve dok mu ne budu plaćeni svi dužni iznosi na temelju Zakupa. Zakupodavac odgovara za štetu na robi, namještaju i drugoj pokretnoj imovini Zakupnika koja bi eventualno nastala njihovim izmještanjem ili uskladištenjem.

14. Bankarska garancija

Nije primjenjivo.

15. Depozit

Najkasnije 3 (tri) dana nakon primopredaje, Zakupnik će dati Zakupodavcu depozit u iznosu koji odgovara iznosu od 20.000,00 (dvadeset tisuća) eura. Iznos će biti plativ u kunskoj

calculated in accordance with the selling exchange rate of Zagrebačka Banka d.d. for Euros ("Exchange Rate") on the date when the Deposit is made.

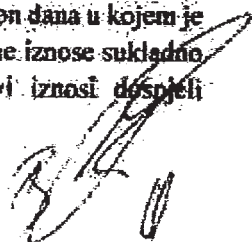
If such Deposit is not made within the said period, the Landlord may, at its discretion, terminate this Lease with immediate effect by notice, in writing, served on the Tenant. Any delay in exercising this right of cancellation shall not give rise to any waiver thereof. If at any time during the Term, the Tenant does not make any payment that is due hereunder, the Landlord may use the funds from such a deposit using the selling exchange Rate of Zagrebačka Banka d.d. for Euros, as of the date on which the invoice was due. If at any time the Landlord exercises its right to use the funds paid as a deposit, the Tenant shall reinstate the Deposit to its full value within 2 (two) weeks.

The deposit will be repaid to the Tenant after the expiry of the Lease and the settlement of all outstanding payments due to the Landlord from the Tenant. The repayment will be made in accordance with the following procedure: The amount of the Deposit to be repaid will be calculated as the amount of Croatian Kuna equivalent to the amount of Euros used to establish the original amount of Croatian Kuna to be paid to the Landlord as the Deposit increased by the accrued interest used by Zagrebačka Banka d.d. for Euro funds on current *a vista* accounts until the date of expiry or termination of the Lease. If at any time the amount of the Deposit was not equal to the three months' Rent and the three months' Additional Rent increased by the relevant VAT, due to the breach of the obligation of the Tenant to reinstate the full amount of such Deposit, the above interest shall not be calculated for the period from the date when the Landlord used funds paid as a deposit to cover Tenant's liabilities hereunder until the Deposit was reinstated in the full amount by the Tenant. The Croatian Kuna equivalent shall be calculated according to the buying exchange rate of Zagrebačka Banka d.d. for Euro on the date

protuvrijednosti, izračunati sukladno prodajnom tečaju Zagrebačke banke d.d. za eure ("Tečaj") na dan kada je depozit predan.

Ako depozit ne bi bio predan u navedenom roku, Zakupodavac ima diskreciono pravo raskinuti Ugovor o zakupu sa neposrednim učinkom i to putem pisane obavijesti koju dostavlja Zakupniku. Bilo koje zakašnjenje u izvršenju ovog prava raskida neće imati za posljedicu odricanje od istog. Ukoliko u bilo kojem trenutku za vrijeme trajanja Zakupa, Zakupnik ne učini bilo koje dužno plaćanje sukladno odredbama ovog Ugovora, Zakupodavac će iskoristiti sredstva iz depozita koristeći prodajni tečaj Zagrebačke banke d.d. za Euro, od dana dospijeća računa. Ako u bilo kojem trenutku Zakupodavac iskoristi svoje pravo da upotrijebi sredstva koja su plaćena na ime depozita, Zakupnik će vratiti u prvobitno stanje depozit do njegovog punog iznosa u roku od 2 (dva) tjedna.

Depozit će biti vraćen Zakupniku po isteku ovog Ugovora i po podmirenju od strane Zakupnika svih nepodmirenih iznosa Zakupodavcu. Povrat će se izvršiti u skladu sa sljedećom procedurom. Depozit koji se vraća bit će u kunskoj protuvrijednosti iznosa u Eurima, prihvaćenog za utvrđivanje prvobitnog iznosa u hrvatskim kunama koji je Zakupodavcu trebao biti plaćen na ime depozita, uvećan za kamatu izračunatu od strane Zagrebačke banke d.d. za tekuće *a vista* račune u Eurima do dana isteka ili raskida ovog Ugovora. U slučaju da je u bilo kojem trenutku iznos depozita drugačiji od tromjesečne Zakupnine i tromjesečne Dodatne zakupnine, oboje uvećani za pripadajući iznos PDV-a, kao rezultat propusta Zakupnika da iznos depozita vrati na punu vrijednost takvog depozita, gore navedena kamata bit će izračunata za navedeno razdoblje od dana kada je Zakupodavac iskoristio sredstva koja su predana na ime depozita u svrhu osiguranja Zakupnikovih obveza iz ovog Ugovora do dana kada je depozit vraćen u prvobitno stanje u punom iznosu od strane Zakupnika. Kunska protuvrijednost (vraćenog iznosa) izračunat će se sukladno kupovnom tečaju za Euro na prvi sljedeći dan nakon dana u kojem je Zakupnik platio sve nepodmirene iznose sukladno odredbama ovog Ugovora. Svi iznosi dospjeli



the card reader of the bank or other company selected by the Landlord which provides services pertaining to the credit and debit cards; or collectively for all executed purchases/transactions at the end of the working day. The data about each purchase shall in particular include, but not be limited to the price of the each bought item, name of the bought item, the total amount of purchase, date and the means of payment.

6.19. Execution clause

The Parties agree that this Agreement, upon its solemnization with the public notary, shall have the power of public notary deed pursuant to Article 54 of the Public Notary Act. This Agreement is an enforceable document and the Tenant agrees that the Landlord may directly on the grounds of this Lease: (i) conduct enforcement proceedings for the eviction from the Premises free from persons and objects if the Tenant or third person does not voluntarily vacates the Premises upon expiry or termination of the Lease, and (ii) conduct enforcement proceedings on all assets of the Tenant, if the Tenant does not effectuate the payments of Rent, Additional Rent and all other costs, considerations, and penalties or payments pertaining to the Lease. The Parties agree that the notary public is authorized to put the enforcement certificate on this the Lease, on the basis of a written request containing statement of the Landlord ("Statement"): (i) confirming that the Lease has expired or was terminated and that the Tenant or third person refuse to voluntarily vacate and hand over the Premises AND/OR (ii) in which the amount of due debt of Landlord against the Tenant arising from the Lease is designated and by which the Landlord confirms that the respective Tenant's debt is not settled. The Tenant hereby explicitly authorises the Landlord to unilaterally determine the extent and maturity of its claims from the Lease Agreement in his request for issuance of the enforcement certificate and the enforcement motion. The Tenant hereby explicitly confirms that the Landlord's Statement is sufficient for issuance of the

bavi djelatnošću kreditnih i debitnih kartica po odabiru Zakupodavca, a po izvršenju svake pojedine kupnje/transakcije, ili skupno za sve izvršene kupnje/transakcije na kraju radnog dana. Podaci o svakoj kupnji uključivat će primjerke cijenu svake pojedine kupljene stvari, naziv kupljene stvari, ukupan iznos računa, način plaćanja, te datum.

6.19. Ovršna klauzula

Ugovorne strane suglasno utvrđuju da će ovaj Ugovor, po njegovoj solemnizaciji kod javnog bilježnika, imati snagu ovršnog javnobilježničkog akta sukladno članku 54. Zakona o javnom bilježništvu te je Zakupnik suglasan da Zakupodavac može neposredno na temelju ovog Ugovora o zakupu protiv njega: (i) provesti prisilnu ovrhu radi preuzimanja u posjed zakupljenog Poslovnog prostora slobodnog od osoba i stvari u slučaju da Zakupnik ili treća osoba nakon isteka ili raskida Ugovora o zakupu dobrovoljno ne iseli iz istog, te (ii) izvršiti prisilnu ovrhu na cjelokupnoj imovini Zakupnika, u slučaju da Zakupnik ne izvršava plaćanja Zakupnine. Dodatne zakupnine i svih ostalih troškova, naknada, ugovornih kazni prema Ugovoru o zakupu. Ugovorne strane suglasne su da je javni bilježnik ovlašten na ovaj Ugovor o zakupu staviti potvrdu ovršnosti na temelju pisanog zahtjeva koji sadrži izjavu Zakupodavca („Izjava“): (i) da je Ugovor o zakupu istekao ili raskinut, a Zakupnik ili treća osoba odbijaju predati Poslovni prostor slobodan od stvari i osoba Zakupodavcu, I/II (ii) kojom se navodi visina dospjele tražbine Zakupodavca prema Zakupniku temeljem Ugovora o zakupu te kojom Zakupodavac potvrđuje da navedena obveza Zakupnika nije podmirena. Zakupnik ovime izričito ovlašćuje Zakupodavca da samostalno odredi opseg i vrijeme dospelosti svojih tražbina iz Ugovora o zakupu u zahtjevu za izdavanje potvrde ovršnosti i prijedlogu za ovrhu. Zakupnik je izričito suglasan da je za potvrdu ovršnosti Ugovora o zakupu dovoljna Izjava Zakupodavca i da javnom bilježniku koji će izdavati potvrdu ovršnosti nije potrebno dostaviti nikakve druge dokaze o opravdanosti zahtjeva za izdavanje

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enforcement certificate on the Lease and that there is no need to present any other evidence to the notary public who will be issuing the enforcement certificate.

6.20. Tenant's Marketing obligations

6.20.1.

The Tenant hereby assumes further obligations with respect of promotional and marketing activities of the Tenant and the Building, as follows:

- It is obliged to notify the Landlord, within 7 (seven) days as of signing hereof and in the manner as set out in this Lease Agreement, on the Tenant's responsible person in marketing and person in marketing activity for the Premises in the Building, if such are not the same, along with contact details of such persons (including email address and mobile phone number), and to inform on any change thereof regularly;

-It is obliged to deliver to the Landlord, not less than once a month for the upcoming month, any notification on new arrivals, discounts, special offers and similar of the Tenant, along with pertaining text and photos (e.g. photos of Premises during work, photos of offered products and similar). The Tenant shall by signing hereof allow the Landlord to use thus obtained information without any limitation for the Landlord's newsletter and other marketing communication of the Landlord;

-It is obliged to deliver to the Landlord once a month a report on the Building marketing communication in the Tenant's marketing activities, i.e. any text and Avenue Mall logo based marketing communication;

-It is obliged to financially participate in organization of award and prize events for the Building visitors, which events shall be organized by the Landlord, in the amount of 1% (one percent) of the yearly Rent, increased by VAT. The Landlord is authorized to request the said financial participation of the Tenant in manner and

potvrde ovršnosti.

6.20. Marketinške obveze Zakupnika

6.20.1

Zakupnik ovim Ugovorom preuzima i daljnje obveze u pogledu promotivnih i marketinških aktivnosti Zakupnika i Avenue Mall-a, kako slijedi:

-dužan je u roku od 7 (sedam) dana od dana potpisivanja ovog Ugovora, javiti Zakupodavcu, na način kako je to određeno ovim Ugovorom, odgovornu osobu Zakupnika za marketing kao i za marketinške aktivnosti Poslovnog prostora u Avenue Mall-u, ako su to različite osobe, zajedno s kontakt podacima (uključujući email adresu, i broj mobitela) tih osoba te je dužan redovno obavještavati o odnosnim promjenama

-dužan je najmanje jedanput mjesečno za nadolazeći mjesec dostaviti Zakupodavcu obavijesti o novitetima, popustima, akcijama i sl. Zakupnika, zajedno s tekstom i fotografijama (primjerice fotografijama Poslovnog prostora za vrijeme rada, fotografijama proizvoda koji se nude i sl.). Zakupnik ujedno potpisom ovog Ugovora dopušta Zakupodavcu slobodnu uporabu tako dobivenih podataka za newsletter Zakupodavca i ostalu marketinšku komunikaciju Zakupodavca;

-dužan je jedanput mjesečno dostaviti Zakupodavcu izvještaj o marketinškoj komunikaciji Avenue Mall-a u marketinškim akcijama Zakupnika, i to tekstualne i Avenue Mall logo marketinške komunikacije

-dužan je financijski sudjelovati u nagrađivanju posjetitelja Avenue Mall-a, a koje nagrađivanje će organizirati Zakupodavac, i to u iznosu od 1% (jedan posto) iznosa godišnje Zakupnine, uvećanim za PDV. Zakupodavac je ovlašten tražiti navedeno financijsko sudjelovanje Zakupnika na način i u obrocima sukladno

special award from the side of the Landlord in the case of Avenue Mall credit cards.

The Tenant can give 5% (five percent) discount or more to the Avenue Mall credit card holder via giving the very discount or via score collection.

The Landlord shall award all the holders of the Avenue Mall credit cards pursuant to the data on each holder which shall be delivered to him by the Tenant on daily basis.

6.18.2. Avenue Mall gift card

All said below in this Article 6.18.2 with regard to Avenue Mall gift card is not an obligation of the Tenant, but a possibility which it can, but does not have to accept.

The Tenant can accept the Avenue Mall gift card as a method of payment in the Premises pertaining to the Tenant.

The Tenant can as well accept the Avenue Mall gift card as the means of obtaining discounts from the side of the Tenant.

The Avenue Mall gift card shall be issued by the bank or other company selected by the Landlord which provides services pertaining to credit and debit cards.

The Tenant can accept in his Premises the terminal or/and the card reader from the bank or other company selected by the Landlord which provides services pertaining to the credit and debit cards, all for the purposes of making payments and obtaining discounts in the case of Avenue Mall gift cards.

The Tenant can give 5% (five percent) or more discount to the Avenue Mall gift card holder.

6.18.3. Avenue Mall loyalty card

All said below in this Article 6.18.3 with regard to Avenue Mall loyalty card is not an obligation of the Tenant, but a possibility which it can, but does not have to accept.

Zakupodavcu slučaju Avenue Mall kreditne kartice: _____

Zakupnik može dati 5% (pet posto) popusta ili više nositelju AvenueMall kreditne kartice, i to u vidu samog popusta ili u vidu skupljanja bodova. _____

Zakupodavac se obvezuje nagrađivati sve nositelje AvenueMall kreditne kartice prema podacima o svakom nositelju koje će mu svakog dana dostavljati Zakupnik. _____

6.18.2 Avenue Mall darovna kartica

Sve niže navedeno pod ovim člankom 6.18.2. a u pogledu Avenue Mall darovne kartice nije obveza Zakupnika, već samo mogućnost koju isti može, ali ne mora prihvatiti. _____

Zakupnik može prihvatiti Avenue Mall darovnu karticu kao način plaćanja u svom Poslovnom prostoru. _____

Zakupnik može također prihvatiti i Avenue Mall darovnu karticu kao oblik dobivanja popusta od strane Zakupnika. _____

Avenue Mall darovna kartica bit će izdana od strane banke odnosno drugog trgovačkog društva po odabiru Zakupodavca koje se bavi djelatnošću kreditnih i debitnih kartica. _____

Zakupnik može prihvatiti u svom Poslovnom prostoru terminal ili/i kartični čitač od banke odnosno drugog trgovačkog društva koje se bavi djelatnošću kreditnih i debitnih kartica po odabiru Zakupodavca za potrebe plaćanja i dobivanja popusta u slučaju AvenueMall darovne kartice. _____

Zakupnik može dati 5% (pet posto) ili više popusta nositelju AvenueMall darovne kartice. _____

6.18.3 Avenue Mall kartica vjernosti

Sve niže navedeno pod ovim člankom 6.18.3. a u pogledu Avenue Mall kartice vjernosti nije obveza Zakupnika, već samo mogućnost koju isti može, ali ne mora prihvatiti. _____

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The Tenant can as well accept the Avenue Mall loyalty card for the purpose of obtaining discounts and/or score award from the side of the Tenant, as well as for the purpose of special award from the side of the Landlord.

The Avenue Mall loyalty card shall be issued by the bank or other company selected by the Landlord which provides services pertaining to credit and debit cards.

The Tenant can accept in his Premises the terminal or/and the card reader from the bank or other company selected by the Landlord which provides services pertaining to the credit and debit cards, all for the purposes of obtaining discounts and/or score award from the side of the Tenant, as well as for the purpose of special award from the side of the Landlord in the case of Avenue Mall loyalty cards.

The Tenant can give at least 5% (five percent) or more discount to the Avenue Mall loyalty card holder, via giving the very discount and/or via score collection from the side of the Tenant.

The Landlord shall award all the holders of the Avenue Mall loyalty cards all pursuant to the data on each holder which shall be delivered to him by the Tenant on daily basis.

6.18.4. Avenue Mall cards – general

The Tenant shall put a sticker on the visible place on entrance doors of the Premises indicating that these Premises accept the Avenue mall loyalty card as well as the Avenue Mall credit card and the Avenue Mall gift card, as methods of payment.

The Tenant shall deliver to the Landlord the data about each purchase at which one of the Avenue Mall cards has been used, in such a way that those data are transferred to the Landlord upon each purchase/transaction directly via cash desk software towards the terminal or/and

Zakupnik može također prihvatiti i Avenue Mall karticu vjernosti za potrebe dobivanja popusta i/ili popusta u obliku bodova od strane Zakupnika, te za potrebe posebnog nagradivanja od strane Zakupodavca.

Avenue Mall kartica vjernosti bit će izdana od strane banke odnosno drugog trgovačkog društva po odabiru Zakupodavca koje se bavi djelatnošću kreditnih i debitnih kartica.

Zakupnik može prihvatiti u svom Poslovnom prostoru terminal ili/ kartični čitač, od banke odnosno drugog trgovačkog društva koje se bavi djelatnošću kreditnih i debitnih kartica po odabiru Zakupodavca, za potrebe dobivanja popusta i/ili popusta u obliku bodova od strane Zakupnika, te za potrebe posebnog nagradivanja od strane Zakupodavca u slučaju Avenue Mall kartice vjernosti.

Zakupnik može dati 5% (pet posto) ili više popusta nositelju Avenue Mall kartice vjernosti, i to u vidu dobivanja popusta i/ili popusta u obliku bodova od strane Zakupnika.

Zakupodavac se obvezuje ugrađivati sve nositelje Avenue Mall kartice vjernosti prema podacima o svakom nositelju koje će mu svakog dana dostavljati Zakupnik.

6.18.4 Avenue Mall kartice – općenito

Zakupnik se obvezuje na vidljivom mjestu na samim ulaznim vratima u Poslovni prostor staviti markicu koja služi kao oznaka da predmetni Poslovni prostor prihvaća Avenue Mall karticu vjernosti te Avenue Mall kreditnu karticu i Avenue Mall darovnu karticu, kao sredstva plaćanja.

Zakupnik se obvezuje dostavljati Zakupodavcu podatke o svakoj kupnji pri kojoj je korištena jedna od Avenue Mall kartica na način da te podatke dostavlja direktno putem softvera na blagajni prema terminalu ili/ kartičnom čitaču banke odnosno drugog trgovačkog društva koje se

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FIT-OUT WORKS					
No.	Works	Fit Out Works performed by Landlord		Fit Out Works performed by Tenant	
		Finished by Tenant	Finished by Landlord	Finished by Tenant	Finished by Landlord
1.1	Obtaining building permit			x	
1.2	Obtaining usage permit			x	
2.1	Architectural design			x	
2.2	Electrical design			x	
2.3	Fire detection design			x	
2.4	Alarm control design			x	
2.5	Low Voltage design			x	
2.6	Sprinkler design			x	
2.7	Water and sewage design			x	
3.1	Building crew with supervision			x	
3.2	Installation supervision			x	
4.1	School			x	
4.1.1	Supply of final floor covering			x	
4.1.2	Installation of final floor covering			x	
4.2	Ceiling			x	
4.2.1	Suspended ceiling			x	
4.3	Walls			x	
4.3.1	Metal bearing construction for divided walls			x	
4.3.2	Heat insulation for exterior walls			x	

ZAVRŠNE RADNJE					
No.	Radovi	Završni radovi koje treba završiti		Završni radovi koje treba završiti	
		Radni Završiti	Radni Završiti	Radni Završiti	Radni Završiti
1.1	Iskopijsko-projektovanje projekta			x	
1.2	Iskopijsko-projektovanje detalja			x	
2.1	Strukturne instalacije			x	
2.2	Arhitektonski projekti			x	
2.3	Elektrne instalacije			x	
2.4	Plasman i instalacije			x	
2.5	Podizvojnica i instalacije			x	
2.6	Telekomunikacije			x	
2.7	Sprema			x	
2.8	Voda i instalacije			x	
3.1	Stručni radovi građevinarstva i instalacije			x	
3.2	Stručni radovi instalacionih radova			x	
4.1	Podizvojnica			x	
4.1.1	Centar za planiranje (zemlja)			x	
4.1.2	Eksterni radovi podizvojnica			x	
4.1.3	Postavljanje sistema podizvojnica			x	
4.2	Stropovi			x	
4.2.1	Systeme stropovi			x	
4.3	Zidovi			x	
4.3.1	Metala konstrukcija i instalacioni radovi			x	

4.2	3	Opposite side for the table			X	
4.3	4	Final finishing without painting of cladding walls			X	
4.3	5	Cladding of cladding walls			X	
4.3	6	Cladding of cladding between walls and ceiling			X	
4.4	1	Finishing construction of shop window with glass and doors			X	
4.4	2	Finishes at the final barrier profile			X	
4.4	3	Signage company's logo			X	
4.5	1	Formalizing			X	
4.5	2	Formalizing kitchen, oven, sink, facilities, plumbing, and sanitary sewage elements, all depending on need			X	
6.1		Curtain roller with remote control			X	
6.2		Connection of supply for fire detection			X	
6.3		Electrical installation with lighting fixtures			X	
6.1	1.	WSEIP			X	
6.1	2.	WSEIP maintenance			X	
6.1	3.	Connection valve for technical water			X	
6.1	4.	Connection to BMS			X	
6.2		Fire detection			X	
6.2	1.	Fire detector for gas cabinet front area			X	
6.2	2.	Fire detector for air cabinet floor area: area			X	
6.2	3.	Fire detector connection to CNIS			X	
6.3		4-1) Installation			X	
6.3	1	Fire detector, BMS, Access control			X	

4.3.1		Top panel technology preparation and work			X	
4.3.2		Clap preparation photo preparation and work			X	
4.3.4		Cladding preparation preparation and work			X	
4.3.5		Plumbing preparation and work			X	
4.3.6		Sanitary plumbing: sanitary installation (bath)			X	
4.4.1		Formalizing kitchen, oven, sink, facilities, plumbing, and sanitary sewage elements, all depending on need			X	
4.4.2		Finishes at the final barrier profile			X	
4.4.3		Signage company's logo			X	
4.5.1		Formalizing			X	
4.5.2		Formalizing kitchen, oven, sink, facilities, plumbing, and sanitary sewage elements, all depending on need			X	
5.1		Remote control for curtain roller			X	
5.2		UPS for ventilation			X	
5.3		Installation of ventilation system			X	
6.1.1		WSEIP			X	
6.1.2		WSEIP maintenance			X	
6.1.3		Connection valve for technical water			X	
6.1.4		Connection to BMS			X	
6.2		Fire detection			X	
6.2.1		Fire detector for gas cabinet front area			X	
6.2.2		Fire detector for air cabinet floor area: area			X	
6.2.3		Fire detector connection to CNIS			X	
6.3		4-1) Installation			X	
6.3.1		Fire detector, BMS, Access control			X	

7.1	CU separation			x	
7.2	...				
7.3	...				
8.1	Secondary wireless network			x	
8.2	...				
8.3	...				
9.1	...				
9.2	Digital gate control			x	
9.3	...				
10	Telecommunication system (1)			x	
10.1	Telecommunication system (1)			x	
10.2	Telecommunication system (2)			x	
10.3	Conversion of telecommunication system through FT technology			x	
10.4	...				
10.5.1	Upper zone of fire detection			x	
10.5.2	Lower zone of fire detection			x	
10.6	...				
11	...				
11.1	...			x	
11.2	...				

12	...				
12.1	...			x	
12.2	...				
12.3	...				
13.1	...			x	
13.2	...				
13.3	...			x	
14.1.1	...			x	
14.1.2	...				
14.1.3	...				
14.2	...				
14.2.1	...			x	
14.2.2	...			x	
14.3	...				
14.3.1	...			x	
14.4	...				

THE FIFTH SCHEDULE

Rules pertaining to the Development

Tenant agrees to comply with and observe the following rules and regulations:

All loading and unloading of goods shall be done only at such times, in the areas, and through the entrances designated for such purposes by Landlord.

The delivery or shipping of merchandise, supplies and fixtures to and from the Premises shall be subject to such rules and regulations as in the judgement of Landlord are necessary for the proper operation of the Premises or the Development.

All garbage and refuse shall be kept in the kind of container specified by Landlord and shall be placed outside of the Premises, prepared for collection in the manner and at the time and places specified by Landlord. If Landlord shall provide or designate a service for picking up refuse and garbage, Tenant shall use same at Tenant's cost. Tenant shall pay the cost of segregation, removal of any of Tenant's refuse or rubbish. The Tenant shall separate the waste before the disposal.

No radio or television or other similar device shall be installed without first obtaining in each instance Landlord's consent in writing. No aerial shall be erected on the roof or exterior walls of the Premises or on the grounds without in each instance, the written consent of Landlord. Any aerial so installed without such written consent shall be subject to removal without notice at any time.

No loudspeakers, televisions, phonographs, radios, or other devices shall be used in a manner so as to be heard or seen outside of the Premises without the prior written consent of Landlord.

The hearing facilities in the Premises separate from those in the remainder of the Development.

PETI DODATAK

Pravila koja se odnose na Objekt

Zakupnik će postupati suglasno sljedećim pravilima i odredbama:

Sav ukrcaj i iskrcaj robe odvijat će se sukladno vremenima, na mjestima i kroz ulaze koje je za te svrhe odredio Zakupodavac.

Dostava ili utovar robe, zaliha i instalacijskog materijala u i iz Poslovnog prostora podređena je takvim pravilima i odredbama koji su sukladno prosudbi Zakupodavca nužni za uredno funkcioniranje Poslovnog prostora ili Objekta.

Cjelokupno smeće i otpaci bit će držani u tipu kontejnera kojeg je odredio Zakupodavac, to će biti lociran izvan Poslovnog prostora, pripremljen za skupljanje istog na način i sukladno vremenima i mjestima koji su za to određeni od strane Zakupodavca. Ukoliko Zakupodavac omogućiti ili odredi službu radi odvoženja smeća i otpada, Zakupnik će koristiti istu na svoj trošak. Zakupnik će platiti trošak odvajanja istog, kao i otklanjanja bilo kojeg dijela Zakupnikova smeća ili otpadaka. Zakupnik je dužan odvajati otpad prije odlaganja.

Zabranjeno je uvođenje radija ili televizije ili drugog sličnog uređaja bez prethodne pisane suglasnosti koju je za svaki pojedini slučaj dao Zakupodavac. Zabranjeno je postavljanje antena na krovu ili na vanjskim zidovima Poslovnog prostora ili na zemljištu bez prethodne pisane suglasnosti Zakupodavca za svaki od slučajeva. Svaka na taj način bez pisane suglasnosti postavljena antena bit će uklonjena bez obavijesti o tome u bilo koje doba.

Zabranjeno je postavljanje zvučnika, televizija, fonografa, radija ili drugih uređaja koji se koriste na način da se čuju ili vide izvan Poslovnog prostora bez prethodne pisane suglasnosti od strane Zakupodavca.

Toplinski uređaji u Poslovnom prostoru odvojeni su od onih koji se nalaze u ostalom dijelu Objekta, te će Zakupnik održavati u Poslovnom prostoru

Tenant shall keep the Premises at a temperature sufficiently high to prevent freezing of water in pipes and fixtures.

The areas immediately adjoining the Premises shall be kept clean and free as applicable from rubbish by Tenant to the satisfaction of Landlord, and Tenant shall not place or permit any obstructions or merchandise in such areas.

The plumbing facilities shall not be used for any other purpose than that for which they are constructed, and no foreign substance of any kind shall be thrown therein, and the expense of any breakage, stoppage, or damage resulting from a violation of this provision shall be borne by Tenant who shall, or whose employees agents or invitees shall have caused it.

In the shopping premises the sprinkler system is designed to allow maximum storage height at 3.7 m. Tenant shall not store any goods above maximum storage height of 3.7 m.

Tenant shall not burn any trash or garbage of any kind in or about the Premises, the Development, or within 150 meters of the outside property lines of the Development.

Tenant shall not make noises, cause disturbances, or create odours which may be offensive to other tenants of the Development or their employees, agents, customers or invitees. In the event of breach of this provision the Landlord is authorised to close down the Premises and cut off the media provision to the Premises until the results of such breach are removed, including installation by the Tenant at its cost a necessary machinery. The Tenant is not entitled to any compensation in respect of the above inconvenience.

Tenant shall not commit or suffer to be committed any waste upon the Premises or any nuisance or other act or thing which may disturb the quiet enjoyment of any other tenant in the building in which the Premises may be located, or in the Development, or which may

temperaturu koja je dovoljno visoka da se spriječi smrzavanje vode u cijevima i instalacijama.

Područja koja su neposredno granična sa Poslovnim prostorom. Zakupnik će održavati čistima i slobodnima prema potrebi od bilo kojeg smeća na zadovoljstvo Zakupodavca, te Zakupnik neće postaviti niti dozvoliti bilo koje smetnje ili robu u takvim područjima.

Vodovodne cijevi neće biti korištene za ikole druge svrhe od onih za koje su namijenjene, te nijedna strana supstancija bilo koje vrste neće biti u iste bačena, te će trošak na lije bilo kojeg proboja, odstopavanja kao i šteta koja je nastala zbog povrede ove odredbe biti podmireni od strane Zakupnika, bilo da ih je uzrokovao sam Zakupnik, ili njegovi zaposlenici, zastupnici ili gosti.

U poslovnom prostoru sustav prskalica je projektiran da omogući maksimalnu skladišnu visinu do 3,7 m. Zakupnik neće skladištiti nikakvu robu iznad maksimalne skladišne visine od 3,7 m.

Zakupnik nema pravo paliti ikole smeće ili otpatke bilo koje vrste u ili oko Poslovnog prostora, Objekta, ili unutar 150 metara od vanjske linije posjeda Objekta.

Zakupnik neće praviti buku, uzrokovati neugodnosti, ili stvarati mirise koji mogu biti neugodni za druge zakupnike u Objektu ili za druge zaposlenike, zastupnike, kupce ili goste. U slučaju povrede ove odredbe Zakupodavac je ovlašten zatvoriti Poslovni prostor i isključiti dostavu usluga sve dok posljedice takve povrede ne budu otklonjene, uključujući instaliranje odgovarajućeg uređaja od strane Zakupnika na njegov trošak. Zakupnik nije ovlašten na ikole naknadu zbog gore navedene neugodnosti.

Zakupnik neće učiniti ili dopustiti da se učini bilo koji otpad po Poslovnom prostoru ili bilo koja smetnja ili druga radnja ili stvar koja bi mogla ugroziti mirno uživanje bilo kojeg drugog zakupnika u zgradi u kojoj se Poslovni prostor nalazi ili u Objektu, ili koja bi mogla ugroziti mirno

disturb the quiet enjoyment of any person within hundred and fifty meters of the boundaries of the Development.

Tenant shall, at Tenant's sole cost and expense, comply with all of the requirements of all municipal, state, other applicable governmental authorities, now in force, or which may hereafter be in force, pertaining to the Premises, and shall faithfully observe in the use of the Premises all municipal and state laws now in force or which may hereafter be in force. Notwithstanding the foregoing, Landlord shall cause the structural portions of the Development, including the Premises, to comply with all applicable laws now or hereafter applicable thereto; provided, however, if with respect to the Premises, such compliance is necessitated by reason of Tenant's particular manner of using the Premises, then such compliance will be accomplished by Tenant at its expense.

Starting from the Completion Date the Tenant shall be obliged to trade from the Premises during common opening hours as established by the Landlord but similar to other competing centres (Shopping Hours). These are estimated as:

Weekdays	9:00-24:00
Saturdays	9:00-24:00
Sundays and holidays	10:00-24:00

Shopping hours may be changed by the Landlord from time to time and shall be subject to applicable laws. The Landlord can shorten the Shopping hours upon the Tenant's written request. Changes in the law or any other changes set by the Landlord regarding opening hours in the shopping centres shall not affect the rental rate and will not entitle the Tenant to terminate this Lease Agreement.

The Tenant's personnel may enter the Premises one hour prior to the opening time and leave the

uzivanje od strane bilo koje druge osobe unutar 150 metara od granica Objekta.

Zakupnik će, na svoj vlastiti trošak, usklađivati se sa svim zahtjevima mjesnih, državnih ili drugih, odnosno državnih tijela, koji su sada na snazi, ili koji će u budućnosti biti na snazi, a koji se odnose na Poslovni prostor, te će se vjerno pridržavati u korištenju Poslovnog prostora svih mjesnih i državnih zakona koji su sada na snazi ili koji će biti na snazi. Bez obzira na navedeno, Zakupodavac će paziti da konstrukcijski dio Objekta, uključujući i Poslovni prostor, bude sukladan svom njerodavnom pravu koje je sada na snazi ili koje će biti na snazi, pod uvjetom da, međutim, ukoliko je u odnosu na Poslovni prostor takvo poštivanje odredbi zakona nužno iz razloga Zakupnikovog posebnog načina na koji koristi navedeni Poslovni prostor, onda će takvo poštivanje odredbi zakona biti postignuto od strane Zakupnika uz njegov trošak.

Počevši od Datuma općeg dovršenja, Zakupnik je u obvezi poslovati iz Poslovnog prostora za vrijeme zajedničkog radnog vremena kojeg je utvrdio Zakupodavac, sukladno drugim konkurentnim centrima (Radno vrijeme). Isti su određeni kako slijedi:

Dani u tjednu	9:00-24:00
Subote	9:00-24:00
Neđjelje i praznici	10:00-24:00

Radno vrijeme može biti izmijenjeno od strane Zakupodavca u svako doba, te će biti sukladno njerodavnim zakonima. Zakupodavac može skratiti Radno vrijeme i po primitku pisanog zahtjeva Zakupnika. Zakonsko ili bilo koje druge promjene određene od Zakupodavca, a vezane za sate poslovanja u prodajnim centrima neće utjecati na iznos Zakupnine, te neće ovladati Zakupnika na raskid ovog Ugovora.

Osoblje Zakupnika može ući u Poslovni prostor jedan sat prije trenutka otvaranja istog, te isti mogu

Premises one hour after the closing time as set out in this section.

The Tenant is not allowed for any reason to temporarily close the Premises and stop performing business activities without the express prior written consent of the Landlord.

The Tenant shall not sell or advertise any goods or services (unless the Landlord agrees to the above in writing) outside of Premises. The Landlord shall be entitled to remove at the cost and risk of the Tenant any goods and other items placed in the Common Areas contrary to the provisions of this point.

The Tenant is solely responsible for repairs of any damage caused to Development, to other tenants and users of the Development by the Tenant, including Tenant's contractors, employees and representatives, in respect of damage caused to persons or property (including damaging the Premises). The Landlord is not entitled to liquidate the effects of such events or for payment of the compensation to the victims of such breach. In the event the Tenant does not immediately liquidate the effect of such breach, the Landlord shall assign the Tenant additional term, not shorter than 2 (two) days, and after that term, the Landlord may, without serving additional notice, to liquidate effects of such breach, including entering the Premises, at the cost of the Tenant.

The Landlord shall organize, at least 4 (four) times a year, the disinfection of the Development and rats removal from thereof. The cost of such works shall be born by the Tenant on the area of Premises pro rata to the area designated for leasing as shops or service points. This provision is relevant to other works required by health authorities in relation to the Development. The tenant shall participate in the cost of disinfection, disinfestations by rat or insects in the Development on the same basis as the other tenants of the premises of the given

napustiti Poslovni prostor jedan sat nakon zatvaranja istog kao što je određeno u ovom odjeljku.

Zakupnik nije ovlašten iz bilo kojeg razloga privremeno zatvoriti Poslovni prostor i prestati sa obavljanjem poslovanja bez prethodne izričite pisane suglasnosti Zakupodavca o istom.

Zakupnik neće prodati ili oglašavati bilo koju robu ili usluge (osim ako je Zakupodavac pristao na prethodno pisanim putem) izvan Poslovnog prostora. Zakupodavac je ovlašten ukloniti na trošak i rizik Zakupnika bilo koju robu ili druge stvari koji se nalaze u Zajedničkim prostorima protivno odredbama ovog članka.

Zakupnik je isključivo odgovoran za popravke bilo koje štete koja je nastala Objektu, drugim zakupnicima ili korisnicima Objekta od strane Zakupnika, uključujući i Zakupnikove izvođače, zaposlenike i zastupnike, u odnosu na štetu koja je nastala osobama ili imovini (uključujući štetu na Poslovnom prostoru). Zakupodavac nije ovlašten likvidirati posljedice takvih događaja niti je dužan platiti naknadu štete žrtvama takve povrede. Ukoliko Zakupnik odmah ne likvidira posljedice takve povrede, Zakupodavac će dodijeliti Zakupniku dodatni rok u najkraćem trajanju od 2 (dva) dana, te nakon isteka tog roka, Zakupodavac može, bez podnošenja dodatne obavijesti, likvidirati posljedice takve povrede, uključujući i pristup u Poslovni prostor, na trošak Zakupnika.

Zakupodavac će organizirati, najmanje 4 (četiri) puta godišnje, dezinfekciju Objekta, te deratizaciju istog. Troškove takvih radova snosit će Zakupnik za područje Poslovnog prostora razmjerno površini koja je određena za zakup kao dućan ili kao uslužno mjesto. Ova odredba odnosi se i na ostale radove koji se zahtijevaju od strane zdravstvenih radnika u odnosu na Objekt. Zakupnik sudjeluje u trošku dezinfekcije i deratizacije protiv štakora i ostalih insekata u Objektu sukladno istim uvjetima kao i drugi zakupnici poslovnih prostora dane vrste (sa razlikom između dućana i restorana).

type (with a distinction between shops and restaurants).

The tenant shall distribute promotional materials concerning its retail unit in the Development after receiving the written approval from the Landlord. Persons to promote the retail unit of the Tenant shall have nametags with the Tenant's retail unit logo.

In the Development and in the Premises smoking is prohibited entirely, apart from places designated as such by the Landlord.

Drinking alcohol by the Tenant's employees during working hours is prohibited.

The Landlord is allowed to prohibit the cars of the Tenant and its employees from parking on the parking spaces designated for clients.

Tenant agrees to comply with and observe the rules and regulations set forth above. Tenant's failure to keep and observe said rules and regulations shall constitute a breach of the terms of this Lease in the manner as if the same were contained herein as covenants. The Landlord reserves the right from time to time to amend or supplement said rules and regulations, and to adopt and promulgate additional rules and regulations applicable.

The Tenant is obliged to comply with the provisions of the Ordinance on communication in front, behind and on the shop-windows of the Tenant's premises issued by the Landlord, which Ordinance is attached to this Addendum as its Annex B and forms its integral part ("The Communication Ordinance").

The Tenant is obliged to comply with decisions/notifications of the Landlord that the same renders in accordance with this Schedule (or other Schedules of the Agreement), and which refer, among other, to duly functioning of the Development.

Zakupnik je ovlašten distribuirati promotivne materijale u svezi sa svojom maloprodajnom cjelinom u Objektu nakon što zaprimi pisano odobrenje o istom od strane Zakupodavca. Osobe koje su ovlaštene propagirati maloprodajnu cjelinu nosit će oznake sa imenom i prezimenom, kao i sa Zakupnikovim logom maloprodajne cjeline.

Pušenje je strogo zabranjeno u Objektu i u Poslovnom prostoru, osim na mjestima koja su kao takva označena od strane Zakupodavca.

Uživanje alkohola od strane Zakupnikovih zaposlenika za vrijeme radnog vremena je zabranjeno.

Zakupodavac može zabraniti Zakupniku i njegovim zaposlenicima da parkiraju svoja vozila na parkiralištima koja su namijenjena za klijente.

Zakupnik je suglasan da će postupati sukladno gore navedenim pravilima i odredbama. Propust Zakupnika da se pridržava navedenih pravila i odredbi smatrat će se povredom odredbi Ugovora o zakupu, kao da su iste obveze sadržane u tom Ugovoru. Zakupodavac zadržava pravo da u svako doba izmijeni ili dopuni navedena pravila i odredbe, kao i da usvoji i proglasi nova pravila i odredbe koje se primjenjuju.

Zakupnik je obvezan pridržavati se odredbi Pravilnika o komunikaciji ispred, iza i na izlozima Zakupnika izdanog od strane Zakupodavca, a koji Pravilnik je sastavni dio ovog Ugovora o zakupu te čini njegov Aneks B ("Pravilnik o komunikaciji").

Zakupnik je obvezan pridržavati se odluka/obavijesti Zakupodavca koje isti donosi sukladno ovom Dodatku (ili drugim Dodacima Ugovora), a koje se, između ostaloga, odnose na uredno funkcioniranje Objekta.

THE SIXTH SCHEDULE
Conditions for the Bank Guarantee

Not applicable.

ŠESTI DODATAK
Uvjeti za Bankarsku garanciju

Nije primjenjivo.

THE SEVENTH SCHEDULE

List of insurers accepted by the Landlord

- 1) Croatia osiguranje d.d.
- 2) Allianz Zagreb d.d.
- 3) Kvarner Wiener Stadtische osiguranje
- 4) Generali osiguravajuće društvo d.d.
- 5) GRAWE Hrvatska d.d.
- 6) Eurohore osiguranje d.d.
- 7) Sunce osiguranje d.d.
- 8) Merkur osiguranje d.d.
- 9) Jadransko osiguranje d.d. Split
- 10) HELIOS osiguranje d.d.
- 11) Basler osiguranje Zagreb d.d.

SEDMI DODATAK

Popis osiguravajućih društava prihvaćenih od strane Zakupodavca

- 1) Croatia osiguranje d.d.
- 2) Allianz Zagreb d.d.
- 3) Kvarner Wiener Stadtische osiguranje d.d.
- 4) Generali osiguravajuće društvo d.d.
- 5) GRAWE Hrvatska d.d.
- 6) Eurohore osiguranje d.d.
- 7) Sunce osiguranje d.d.
- 8) Merkur osiguranje d.d.
- 9) Jadransko osiguranje d.d. Split
- 10) HELIOS osiguranje d.d.
- 11) Basler osiguranje Zagreb d.d.

THE EIGHTH SCHEDULE

Guidelines for the Contractors

All subjects, which are to perform any works in the AVENUE MALL grounds and on adjoining grounds ("Contractor"), are obliged to observe the following guidelines:

1. The commencement of the works by the Contractor has to be preceded by the signing of the lease agreement and reporting the intention to commence Works and by obtaining consent to perform such works from the Landlord or other company as may be empowered by the Landlord (Construction Administrator).
2. The Contractor, before entering the construction site, shall deliver to the Construction Administrator a list of employees to participate in the works, each change shall be updated as they come.
3. The Contractor, before entering the construction site, shall completely cover the front window of the Premises with materials acceptable to the Landlord.
4. The Contractors are obliged to give the names, telephone numbers of the persons, which shall be contacted in case of emergency or danger.
5. The Contractor shall provide each employee with a pass (name tag), the form of which shall be agreed with the Construction Administrator.
6. Each employee of the Contractor, staying on grounds has to carry the name tag with him, placed in a visible way on his clothes.

OSMI DODATAK

Smjernice za Izvođače

Svi subjekti, koji izvode bilo koje radove u AVENUE MALL-u i na susjednim područjima ("Izvođač"), dužni su pridržavati se sljedećih smjernica:

1. Početku radova od strane Izvođača mora prethoditi potpisivanje ugovora o zakupu i izvješavanje o namjeri da se počne sa radovima, kao i dobivanje suglasnosti o izvođenju takvih radova od strane Zakupodavca ili drugog trgovačkog društva kojeg je za isto ovlastio Zakupodavac (Administrator gradnje).
2. Izvođač će, prije ulaska na gradilište, dostaviti Administratoru gradnje popis zaposlenika koji će sudjelovati u radovima, te će također svaka izmjena biti unesena u popis odmah po svom nastanku.
3. Izvođač će prije ulaska na gradilište u potpunosti pokriti prednja stakla Poslovnog prostora sa materijalima koji odgovaraju Zakupodavcu.
4. Izvođači će dostaviti imena i telefonske brojeve osoba, koje će biti kontaktirane u slučajevima nužde i opasnosti.
5. Izvođač će svakom zaposleniku izdati propusnicu sa imenom i prezimenom, oblik koje će biti dogovoren zajedno sa Administratorom gradnje.
6. Svaki zaposlenik Izvođača koji pristupa na gradilište mora nositi propusnicu sa sobom, pozicioniranu na vidljivom mjestu na njegovoj odjeći.

7. Loading and unloading of the commodities can take place only during the hours and in places indicated to this end by the Construction Administrator with the consent of the Landlord.
8. The hours to perform works by the Contractor are determined by the Construction Administrator with the consent of the Landlord. It is forbidden to carry out noisy works during opening hours of AVENUE MALL or to produce odours, which could disturb the Guests or Tenants of the AVENUE MALL.
9. Deliveries and transportation of merchandise, materials and equipment to and from the Premises (Development), are subject to such rules and regulations as the Landlord shall deem necessary to ensure the proper exploitation of the Premises and the Development.
10. The Contractor is not allowed to perform any noisy activities during the Working Hours without express written consent of the Landlord.
11. The General Contractor is responsible for cleanliness and order at the construction site, backup facilities and adjoining grounds, the accounts for the incurred costs of cleaning and maintaining order of the Construction shall be cleared with other Contractors and Tenants based on the rules set up by the General Contractor. If there is no General Contractor engaged at the time when the works are being executed, the Contractor shall take full responsibility for the cleanliness and order at the construction site and all such costs shall be borne by the Contractor. The Contractor shall co-ordinated all works in advance with the Construction Administrator.
7. Uteraj i iskrcaj artikala odvajat će se samo unutar vremena i na mjestima koja su za tu svrhu određena od strane Administratora gradnje u suglasnosti sa Zakupodavcem.
8. Radno vrijeme za izvođenje radova od strane Izvođača određuje Administrator gradnje u suglasnosti sa Zakupodavcem. Zabranjeno je vršiti bučne radovi za vrijeme radnog vremena AVENUE MALL-a ili širiti mirise koji mogu narušiti goste ili zakupnike AVENUE MALL-a.
9. Dostave i transporti robe, materijala i opreme u i iz Poslovnog prostora (Objekta) podložne su svim onim pravilima i odredbama koje Zakupodavac smatra nužnima radi osiguravanja urednog poslovanja Poslovnog prostora i Objekta.
10. Izvođač ne smije vršiti ikoje bučne djelatnosti za vrijeme Radnog vremena bez izričite pisane suglasnosti Zakupodavca o istom.
11. Glavni izvođač je odgovoran za čistoću i urednost gradilišta glavnih građevinskih radova, kao i popratnih objekata i susjednih zemljišta, a koji iznos na ime nastalih troškova u vidu čišćenja i održavanja gradilišta bit će određen i u odnosu na ostale Izvođače i Zakupnike sukladno pravilima koja određuje Glavni izvođač. Ukoliko nije angažiran Glavni izvođač u vrijeme kada se izvode radovi, Izvođač će preuzeti potpunu odgovornost za čistoću i urednost gradilišta i svi takvi troškovi bit će podmireni od strane Izvođača. Izvođač će unaprijed koordinirati sve radove sa Administratorom gradnje.

12. Garbage and wastes from the Construction Site, the Backup Facilities and adjoining grounds accumulated as a result of performing the works shall be removed by the General Contractor at its own expense, the accounts for the incurred costs of removing garbage and wastes shall be cleared with other Contractors and Tenants based on the rules set up by the General Contractor. If there is no General Contractor engaged at the time when the works are being executed, the Contractor shall take full responsibility for the removal of all garbage and waste arising from the works and all such costs shall be borne by the Contractor. The Contractor shall co-ordinated all works in advance with the Construction Administrator.

13. Toilets, sanitary backup facilities etc. shall be organised and maintained in accordance with the laws in force by the General Contractor at its own cost, the accounts for the incurred costs shall be cleared with other Contractors and Tenants based on the rules set up by the General Contractor. If there is no General Contractor engaged at the time when the works are being executed, the Contractor shall take full responsibility for the provision of toilets, sanitary backup facilities etc. and all such costs shall be borne by the Contractor. The Contractor shall co-ordinated all works in advance with the Construction Administrator.

14. The cost of all media, necessary for performing the works at construction site and maintaining the backup facilities shall be borne by the General Contractor, the accounts for the incurred costs of media shall be cleared with other Contractors and Tenants based on the rules set up by the General Contractor. If there is no General

12. Smeće i otpadi sa gradilišta, popratnih objekata i susjednih zemljišta, koji se nagomilavaju kao rezultat izvođenja radova bit će uklonjeni od strane Glavnog izvođača na njegov vlastiti trošak, dok će račun na ime troškova nastalih zbog uklanjanja otpada i smeća biti određeni i u odnosu na ostale Izvođače i Zakupnike sukladno pravilima koja određuje Glavni izvođač. Ukoliko nije angažiran Glavni izvođač u vrijeme kada se izvode radovi, Izvođač će preuzeti potpunu odgovornost za uklanjanje smeća i otpada koji nastanu u izvršenju takvih radova i svi takvi troškovi bit će podnirani od strane Izvođača. Izvođač će unaprijed koordinirati sve radove sa Administratorom gradnje.

13. Zahodi, sanitarni popratni sadržaji i ostalo bit će organizirani i održavani u skladu sa pozitivnim pravom od strane Glavnog izvođača na njegov vlastiti trošak, dok će račun na ime troškova nastalih zbog istog biti određeni i u odnosu na ostale Izvođače i Zakupnike sukladno pravilima koja određuje Glavni izvođač. Ukoliko nije angažiran Glavni izvođač u vrijeme kada se izvode radovi, Izvođač će preuzeti potpunu odgovornost za odredbe o zahodima, sanitarnim popratnim sadržajima i ostalom i svi takvi troškovi bit će podnirani od strane Izvođača. Izvođač će unaprijed koordinirati sve radove sa Administratorom gradnje.

14. Usluge komunalija, potrebnih za izvođenje radova na gradilištu kao i za održavanje popratnih objekata snosit će Glavni izvođač, dok će račun na ime troškova nastalih zbog istog biti određeni i u odnosu na ostale Izvođače i Zakupnike sukladno pravilima koja određuje Glavni izvođač. Ukoliko nije angažiran Glavni

Contractor engaged at the time when the works are being executed, the Contractor shall take full responsibility for all media necessary or performing the works and all such costs shall be borne by the Contractor. The Contractor shall co-ordinate all works in advance with the Construction Administrator.

15. The General Contractor, in a clear and unambiguous way, shall fence in the construction site so as to separate the operating shopping centre AVENUE MALL from the construction site. It is forbidden for the Contractor's employees to stray outside the construction site boundaries (without a written consent from the Landlord). If there is no General Contractor engaged at the time when the works are being executed, the Contractor shall take full responsibility for the provision of his own site area boardings, having obtained prior consent from the Construction Administrator regarding location and design. The Contractor shall also agree all access routes and storage areas for materials, plant and equipment with the Construction Administrator and ensure that none of the Contractor's employees or sub-contractors stray to outside of these designated working areas. All costs in complying with this clause shall be borne by the Contractor. The Contractor shall co-ordinated all works in advance with the Construction Administrator.

16. The Contractors are obliged to make sure that all their employees comply with the health and safety regulations and recommendations of the authorities, should the need arise the Landlord shall introduce additional safety regulations during the time of performing the works.

Izvođač u vrijeme kada se izvode radovi, Izvođač će preuzeti potpunu odgovornost za odredbe o zahtodima, sanitarnim popratnim sadržajima i ostalom i svi takvi troškovi bit će podmireni od strane Izvođača. Izvođač će unaprijed koordinirati sve radove sa Administratorom gradnje.

15. Glavni izvođač će na jasan i nedvosmišlen način ograditi gradilište na način da ga odvoji od prodajnog centra AVENUE MALL koji posluje. Zaposlenici Izvođača nemaju pravo bivanja izvan granica gradilišta (bez pisanog odobrenja Zakupodavca). Ukoliko nije angažiran Glavni Izvođač u vrijeme kada se izvode radovi, Izvođač će preuzeti potpunu odgovornost za odredbe o stavljanju njegove vlastite ograde oko gradilišta, nakon što zaprimi prethodnu suglasnost od strane Administratora gradnje u svezi sa lokacijom i izgledom iste. Izvođač će se također dogovarati sa Administratorom gradnje vezano za sve pristupne putove i područja za skladištenje materijala, uređaja i opreme, te će osigurati da nitko od Izvođačevih zaposlenika ili podizvođača ne izlazi izvan predviđenih radnih površina. Izvođač će unaprijed koordinirati sve radove sa Administratorom gradnje.

16. Izvođači će osigurati da svi njihovi zaposlenici postupaju u skladu sa propisima o zaštiti na radu, kao i u skladu sa preporukama nadležnih vlasti, koji zbog potreba Zakupodavca, mogu uvesti dodatne mjere sigurnosti za vrijeme izvođenja radova.

17. The Contractors have to be covered by the insurance, all of the Contractor's employees have to submit to the health and safety rules at the construction site training.
18. Without a document confirming the completion of such training the Contractors shall have no right to perform the works.
19. Without prior written consent of the Landlord, no radios, TV sets or other devices of that kind shall be installed. Furthermore, the installation of any aerials on the roof, outside walls of the Premises or on the ground shall be possible only after a written consent of the Landlord. All aerials installed without such written consent can be removed at any time without prior notification.
20. Without prior written consent of the Landlord, it is forbidden to use any sound, TV, phonographic or radio devices heard outside the Premises.
21. Without prior written consent of the Landlord, it is forbidden to film or take pictures.
22. The contractors shall take the responsibility for any damages done to the property of the Landlord by employees, guests and other persons acting on its behalf. If the damage occurs the Contractor shall be obliged to reimburse the cost of all repairs done in connection with the damage, and also to contribute an additional fee in the amount of 15 % of the cost of repairs as a clearance of the accounts for the co-ordination of the works by the Landlord.
17. Izvođači moraju biti osigurani policom osiguranja, te će svi zaposlenici izvođača položiti tečaj o pravilima zaštite na radu na gradilištu.
18. Izvođači nemaju pravo izvođenja radova bez isprave kojom dokazuju da su završili takav tečaj.
19. Radio, televizijski prijemnici ili druge naprave te vrste neće biti ugrađeni na gradilištu bez prethodne pisane suglasnosti Zakupodavca. Nadalje, ugradnja bilo kojih antena na krovu, izvan zidova Poslovnog prostora, ili na zemlji, moguća je tek nakon pisanog odobrenja Zakupodavca. Sve antene koje su ugrađene bez takvog pisanog odobrenja bit će uklonjene u svako doba bez prethodne obavijesti.
20. Zabranjena je uporaba bilo kojeg zvukovnog uređaja, televizije, fonografa ili radio uređaja koji se čuju izvan Poslovnog prostora bez prethodne pisane suglasnosti Zakupodavca.
21. Zabranjeno je snimanje filma ili uzimanje slika bez prethodne pisane suglasnosti Zakupodavca.
22. Izvođači su odgovorni za bilo koju štetu koja nastane imovini Zakupodavca od strane zaposlenika, gostiju ili drugih osoba koji djeluju u njihovo ime. Ukoliko šteta nastane, Izvođač je dužan naknaditi troškove svih popravaka koji su učinjeni u svezi sa štetom, te je također dužan primijeti dodatnu pristojbu u iznosu od 15% troškova popravaka kao oslobodjenje od troškova koordinacije radova od strane Zakupodavca.

23. All materials used by the Contractor to perform the works shall comply with all law regulations currently in force.
24. Individual Contractors shall be responsible for the protection of their property. The Landlord shall be in no way responsible for any damages or losses, including acts of vandalism, theft of the construction materials, equipment, delivered merchandise etc., which shall be covered by the insurance, also from any other casualty.
25. The contractor shall not burn any garbage or wastes on the Premises (Development) grounds and in the distance of 150 m from the boundaries of the Development.
26. The Contractors shall strictly use the fire protection regulations, including the ones effective in AVENUE MALL, the construction site, work stands and backup facilities shall be equipped with easily accessible fire fighting equipment. The Contractors health, safety & fire policies are to be coordinated and agreed with the General Contractor's (if there is a General Contractor engaged at the time of the Contractors works and in any event with the Construction Administrator.
27. The Landlord or the Construction Administrator acting on its behalf is allowed to issue direct instructions on safety, including fire safety. The Contractor is obliged to carry them out promptly and unconditionally.
28. It is forbidden to store explosive, inflammable and other dangerous materials at the construction site.
23. Svi materijali koje Izvođač koristi u svrhu izvođenja radova u skladu su sa svim zakonskim propisima trenutno na snazi.
24. Zasebni Izvođači su odgovorni za zaštitu njihove imovine. Zakupodavac nije ni u kojem slučaju odgovoran za bilo koju štetu ili gubitak, uključujući i akte vandalizma, krađe građevinskog materijala, opreme, dostavljene robe i drugog, a koje pokriva osiguranje, te također nije odgovoran za ikoku drugu nezgodu.
25. Izvođač nije ovlašten spaljivati bilo koje smeće ili otpatke na području poslovnog prostora (Objekta) kao i na razdaljini od 150 m od granica Objekta.
26. Izvođači će se strogo pridržavati propisa za zaštitu od požara, uključujući i onih koji vrijede u AVENUE MALL-u. Gradilište, radna mjesta i popratni objekti bit će opremljeni sa lako dostupnim uređajima za gašenje požara. Izvođači moraju uskladiti i dogovoriti svoje postupanja u odnosu na zaštitu na radu sa Glavnim izvođačem (ukoliko je Glavni izvođač angažiran u vrijeme radova Izvođača), no u svakom slučaju sa Administratorom gradnje.
27. Zakupodavac ili u ime njega Administrator gradnje ovlašteni su izdati direktne upute o sigurnosti, uključujući i sigurnost od požara. Izvođač je dužan pridržavati se svih takvih uputa odmah i bezuvjetno.
28. Zabranjeno je skladištiti eksplozive, zapaljive i druge opasne tvari na gradilištu.

THE NINTH SCHEDULE

Repair Works and Clearance Slip Form Repair Works Procedure

During any repair works conducted in the Premises, the Shop Window should be covered with a colourful, aesthetic material (e.g. paper). Additionally, there should be visible and clear information placed thereon, on the scheduled date of the shop opening, in a form agreed and approved by the Management of the Building:

- The Tenant shall apply for passes to be prepared for employees performing repair works, provide a list of names of such workmen, their identity cards numbers and a telephone number to the works manager with the Security manager.
- Due to dust, during any repair works fire detectors should be protected against a potential false alarm, in addition to protection against dirt or destruction. In the event that a false alarm is activated, the tenant shall bear any costs related thereto.
- During any repair works, air inlets and outlets should be protected against potential pollution, which may result in the destruction of heat pumps in a given shop unit.
- Any works will be carried out in accordance with the provisions of health and safety at work and fire regulations. The employees carrying out the works should be equipped with portable means for distinguishing fire and should be forbidden to smoke or use fire, e.g. for welding.
- Any works that are loud and cause nuisance may be conducted at nights

DEVETI DODATAK

Popravní radovi i Formular za prikupljanje potpisa Postupak popravnih radova

Za vrijeme bilo kojih popravnih radova koji se izvode u Poslovnom prostoru, izlog dućana mora biti pokriven sa obojanim, estetskim materijalom (npr. papir). Dodatno, na istom mora postojati vidljiva i jasna informacija o predviđenom datumu otvaranja dućana, na način koji je dogovoren i dopušten od strane Uprave AVENUE MALL-a:

- Zakupnik će se prijaviti za propusnice koje će biti izrađene za zaposlenike koji vrše popravne radove, dostaviti popis imena i prezimena tih radnika, njihove brojeve osobnih iskaznica kao i telefonski broj od voditelja radova, te od voditelja sigurnosti;
- S obzirom na prašinu, za vrijeme izvođenja popravnih radova, detektori za požar moraju biti osigurani od mogućih lažnih izbuna, te dodatno moraju biti zaštićeni od prijavština i uništenja. U slučaju da lažni alarm bude aktiviran, Zakupnik će snositi bilo koji trošak koji na ime toga nastane;
- Za vrijeme izvođenja radova, dovodi i odvodi zraka moraju biti zaštićeni od mogućeg zagađenja, koje bi moglo rezultirati sa uništenjem toplinskih crpki u danom dućanu;
- Svi radovi izvode se u skladu sa odredbama o zaštiti na radi, te u skladu sa protupožarnim propisima. Zaposlenici koji izvode radove moraju biti opremljeni sa nosivim sredstvima za gašenje požara, te im pušenje kao i korištenje vatre (npr. zavarivanje) mora biti zabranjeno;
- Svi radovi koji su bučni i koji izazivaju neugodnosti mogu se izvoditi samo noću (između 22.00 navečer i 9.00 ujutro);

only (between 10.00 PM and 9.00 AM);

- Any debris and other garbage after the repair works should be disposed of by a given tenant on its own, or disposed of by the company that disposes of garbage from the Building at the Tenants' cost.
- Any supplies should be made outside the Working Hours. The area around the Premises in which the repair works are carried out should be kept tidy and the workmen should not enter the centre in their working clothes;
- Any technical arrangements concerning the repair works (scope of works, schedule, documentation, protocols, requirements, etc.) should be made prior to the commencement of the works with the Landlord;
- Once the works have been completed, the Landlord shall take over the Premises in terms of technical aspects. A successful take-over is required in order to re-open the premises to the public;
- During any modernisation or repair of the Premises, rent should be collected in accordance with the arrangements made with the Management of the Building;
- The commencement of the repair works should be understood as an approval of the presented terms and a representation that they will be observed;
- Upon completion of any repair or adaptation works, the Premises may be re-opened to the public upon obtaining all the signatures required under the Clearance Slip, constituting an attachment to this Procedure.
- Svako smeće i drugi otpad nakon popravnih radova moraju biti odvezeni od strane dotičnog Zakupnika, ili odvezeni od strane pravne osobe koja se bavi odvoženjem smeća iz AVENUE MALL-a na trošak Zakupnika;
- Bilo koje dostave moraju biti vršene izvan Radnog vremena. Područje oko Poslovnog prostora u kojem se vode popravni radovi mora biti držano urednim i radnici ne smiju ulaziti u Centar u njihovoj radnoj odjeći i obući;
- Bilo koji tehnički dogovori koji se tiču popravnih radova (opseg posla, raspored, dokumentacija, protokoli, popravci i dr.) moraju se obaviti sa Zakupnikom prije početka izvođenja radova;
- Nakon dovršetka radova Zakupodavac će preuzeti Poslovni prostor u odnosu na tehnički aspekt istog. Uspješna primopredaja je potrebna kao preduvjet ponovnom otvaranju Poslovnog prostora za javnost;
- Za vrijeme bilo kojeg unapređenja ili popravaka Poslovnog prostora, Zakupnina se naplaćuje sukladno dogovorima učinjenim sa Upravom AVENUE MALL-a;
- Početak popravnih radova bit će smatran kao odobrenje predloženih uvjeta, te kao potvrda o njihovom pridozavanju;
- Nakon završetka bilo kojih popravnih ili adaptacijskih radova, Poslovni prostor može biti ponovno otvoren za javnost nakon prikupljanja svih potpisa koji se traže sukladno Formularu za prikupljanje

29. The Contractor at its own cost shall comply with all requirements of the communal, state authorities or any other requirements currently in force.
29. Izvođač će se na svoj vlastiti trošak pridržavati svih zahtjeva općinskih i državnih vlasti ili bilo kojih drugih zahtjeva koji su trenutno na snazi.
30. The Contractor shall eat their meals on the construction site grounds or the backup facilities grounds. The removal of all wastes and garbage is a daily obligation of the Contractor.
30. Izvođači imaju dnevne obroke na površinama gradilišta ili na površinama na kojima se nalaze popratni objekti. Otklanjanje cjelokupnog smeća i otpadaka dnevna je obveza Izvođača.
31. The Contractor's employees are forbidden to walk through or stay on the AVENUE MALL grounds (outside of their designated working areas) in their working clothes and shoes.
31. Zaposlenicima Izvođača je zabranjeno hodanje ili zastavljanje unutar AVENUE MALL-a (izvan njihovih označenih radnih mjesta) u njihovoj radnoj odjeći i obući.
32. The Contractor's employees are forbidden to use the public toilets in AVENUE MALL.
32. Zaposlenici Izvođača ne smiju koristiti javne zahode u AVENUE MALL-u.
33. A limited space for unloading of the delivery trucks and if the need may be for parking of the Contractor's employees' cars shall be made available based on the Construction Administrator discretion. The Contractor is responsible for keeping the parking spaces allocated to him as described above in proper state and cleanliness.
33. Ograničeno područje za iskrcaj dostavnih vozila i ukoliko je isto potrebno za parkiranje vozila zaposlenika Izvođača bit će omogućeno po diskrecionoj odluci Administratora gradnje. Izvođač je odgovoran za održavanje parkirališnih mjesta koja su mu dodijeljena kao što je gore opisano u urednom i čistom stanju.
34. The Contractor's employees are forbidden to park their cars in the parking spaces designated for the use of AVENUE MALL clients.
34. Motorna vozila zaposlenika Izvođača ne smiju se parkirati na parkiralištima namijenjenima za klijente AVENUE MALL-a.
35. The Contractor's motor vehicles and ones providing services for the Contractor are forbidden to stop and park on the AVENUE MALL access roads and adjoining roads.
35. Motorna vozila Izvođača, kao i ona koja pružaju usluge Izvođaču ne smiju se zaustavljati niti parkirati na pristupnim cestama i susjednim putovima AVENUE MALL-a.
36. The Contractor shall not sell or promote any merchandise or services (unless based on the written consent of the Landlord) violating the Lease, also outside the Premises. The Landlord shall be entitled to remove at the cost
36. Izvođač neće prodavati ili promovirati bilo koju robu ili usluge (osim ako je isto dopušteno pisanim odobrenjem od strane Zakupodavca) kojim bi povrijedio Ugovor o zakupu, također i izvan samog Poslovnog prostora. Zakupodavac je

and risk of the Contractor, all merchandise, promotional materials and other objects located on the Development grounds and adjoining grounds contrary to the provisions of this clause.

37. The right to give orders as to maintaining order, safety and complying with regulations and instructions of the Landlord, with the effect to carry them out immediately, belongs to:
the Representatives of the Management of AVENUE MALL, Cleaning/guarding service of the AVENUE MALL.

38. In a case of breaking of any of the clauses of these regulations the Landlord shall have a right to impose a fine up to the equivalent of 2000 EUR per event or per day of noncompliance on the Contractor.

39. The Contractor undertakes to comply with these regulations. Not complying with the provisions of the regulations by the Contractor shall be deemed a violation of the provisions of the Lease, as if these regulations were a part of this Lease. The Landlord reserved the right to change or supplement these regulations and also to make additional regulations.

ovlašten ukloniti na trošak i rizik Izvođača svu robu, promotivne materijale i ostale objekte koje je postavio na površinu Objekta i na susjedne površine suprotno odredbama ove klauzule.

37. Pravo izdavanja naredbi u odnosu na održavanje mira, sigurnosti, kao i u odnosu na postupanje sukladno odredbama i smjernicama Zakupodavca, sa pravnom snagom da ih odmah i izvrši pripada:
Predstavnicima Uprave AVENUE MALL-a, Službama za čišćenje/zaštitu AVENUE MALL-a.

38. U slučaju povrede bilo koje od ovdje navedenih odredbi od strane Izvođača, Zakupodavac mu ima pravo naplatiti ugovornu kaznu u kunskoj protivrijednosti od 2000 EUR (dvijetisuće eura) po događaju ili za svaki dan nepostupanja sukladno ovim odredbama.

39. Izvođač je suglasan da će postupati sukladno gore navedenim pravilima i odredbama. Propust Izvođača da se pridržava navedenih pravila i odredbi smatrat će se povredom odredbi Ugovora o zakupu, kao da su iste obveze sadržane u tom Ugovoru. Zakupodavac zadržava pravo da u svako doba izmijeni ili dopuni navedena pravila i odredbe, kao i da usvoji i proglasi nova pravila i odredbe koje se primjenjuju.

Date _____

In accordance with the above confirmations of the completed works, we recommend that the shop unit no. _____ should be open to the public.

_____, Security Manager

Date _____

_____, Technical Manager

Date _____

I hereby consent to opening the shop unit to the public

Manager of AVENUE MALL

Date _____

Datum _____

U skladu sa gore navedenim potvrdoma završenih radova, predlažemo da dućan broj _____ bude otvoren za javnost.

_____, Voditelj sigurnosti

Datum _____

_____, Tehnički voditelj

Datum _____

Ja ovim pristajem na otvaranje dućana za javnost.

Upravitelj AVENUE MALL-a

Datum _____

THE TENTH SCHEDULE

Permitted advertisement

DESETI DODATAK

Dopušteno oglašavanje

CLEARANCE SLIP

Tenant:

Name of the shop unit:

Shop unit number:

Requirements	Responsible	Date	Signature
ACCOUNTANCY			
- financial liabilities and payments			
ARCHITECTURE			
- structural and architectural requirements - approval of the designed architectural solutions			
FIRE PROTECTION			
- compliance of the solutions applied with the applicable fire protection regulations			

potpisa, koji se nalazi u prilogu ovom Postupku.

FORMULAR ZA PRIKUPLJANJE POTPISA

Zakupnik:

Ime dućana:

Broj dućana:

Zahjevi	Odgovorna osoba	Data m	Potpis
RAČUNOVODSTVO			
- novčane obveze i plaćanja			
ARHITEKTURA			
- konstrukcijski i arhitektonski zahtjevi - odobrenje idejnih arhitektonskih rješenja			
ZASTITA OD POŽARA			
- postupanje sukladno sa rješenjima koja se primjenjuju sa propisima o zaštiti od požara			

Requirements	Responsible	Date	Signature	Zahtjevi	Odgovorna osoba	Data	Potpis
TECHNICAL SECURITY OF THE WORKS				TEHNIČKA SIGURNOST RADOVA			
<ul style="list-style-type: none"> - specification of the technical requirements for a given shop unit (verifications, documentation, scheduled amount of energy, etc.) - approval of technical designs - technical take-over of the installations before opening the shop unit to the public (take-over protocol, measurements, attests, etc.) 				<ul style="list-style-type: none"> - specifikacija tehničkih zahtjeva u odnosu na konkretni slučaj (izjerenja, dokumentacija, predviđeni iznosi energije, itd.) - odobrenje dejnih čišćenja - tehničko preuzimanje instalacije prije otvaranja dućana za javnost (zapisnik o preuzimanju, mjere, attest, itd.) 			
SECURITY				SIGURNOST			
<ul style="list-style-type: none"> - organisation and security of access to AVENUE MALL and to the shop unit - passes for repair workers - passes for the shop-unit personnel 				<ul style="list-style-type: none"> - organiziranje sigurnost pristupa u AVENUE MALL i u dućan - propusnice za popravne radnike - propusnice za osoblje dućana 			

I, the undersigned, hereby represent that I have been notified of the requirements of the Landlord, concerning commercial premises leased by me as a Tenant. Additionally, I acknowledge that I will not be allowed to re-open the Premises to the public should any of the above items not be satisfied.

Tenant signature

Ja, niže potpisani ovim potvrđujem da sam obaviješten o zahtjevima Zakupodavca u odnosu na Poslovni prostor kojeg ja kao Zakupnik uzimam u zakup. Dodatno, pristajem na činjenicu da mi neće biti omogućeno da poslovno otvorim Poslovni prostor javnosti u slučaju da bilo kojem od gore navedenih zahtjeva na bude udovoljeno.

Potpis Zakupnika

THE ELEVENTH SCHEDULE

Hand over Protocol

JEDANAESTI DODATAK

Zapiski o primopredaji

THE TWELFTH SCHEDULE

The Tenant's Manual

DVANAESTI DODATAK

Priručnik za zakupnike

AVENUE MALL ZAGREB

TENANT'S MANUAL

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A Introduction

1. *The Manual's Aims and Objectives*

This Manual has been drawn up to encourage and enable Tenants to make the best use of the Avenue Mall. The design and construction of each business within Avenue Mall should express individuality and character and also emphasise the display of merchandise.

Tenants are therefore required, for their mutual benefit, to comply with the criteria and guidelines set out in this document. It is essential that the Tenants' designers, consultants and contractors familiarise themselves with this manual whilst preparing and managing fit-out work.

The criteria in this Manual are intended to ensure a high standard of design and materials exploited in the leased premises. However, these criteria are of a general nature and therefore specific cases may be considered on an individual basis. Euro Structor d.o.o. (For GTC Group) reserves the right to permit variations according to its own judgement.

The review and approval of Tenant design proposals must be arranged via the Tenant Co-ordinator.

2. *The Manual and the Lease Agreement*

This Manual elaborates and expands on criteria contained in the Lease Agreement being The Twelfth Schedule to the Lease Agreement. In several instances the script of this Manual refers directly to this Agreement, in which cases the Tenant's interior designers and contractors should familiarise themselves with the contents of the relevant clauses in the Lease Agreement.

The authors of this Manual have expended all effort to ensure that there is no conflict between information included in this document and that contained in the Lease Agreement. However, if such points of conflict do arise, the Lease Agreement takes precedence.

3. *The Manual and General Codes of Practice*

General Codes of Practice, in particular Building Regulations and related legislature, take precedence over this Manual.

B The Participants in the Development Chain

1. The Landlord

Euro Structor d.o.o, with its registered seat in Zagreb, Turina 5, registered under No. 080444081 in the Court Register of the Commercial Court in Zagreb

2. The Landlord's Leasing Agents

Colliers International – Natalja Karieva (based in Belgrade) is the Managing Partner for Colliers, tel +381 63 274 428 and associate in Zagreb Ivana Bozicevic tel +385 916 672 066.

3. The Landlord's Co-ordination Team

a.) The Tenant Co-ordinator

Gardiner & Theobald d.o.o. shall oversee the Tenant Co-ordination on behalf of Euro Structor d.o.o. Tel +385 1 4854 694 Fax +385 1 4854 689.

In performing the Tenant Co-Ordination role Gardiner & Theobald d.o.o. shall interface closely with the General Contractor's Tenant Co-Ordinator for the 'Works' who shall also have a dedicated Tenant Co-Ordination Team.

b.) The Project Manager

Gardiner & Theobald d.o.o. organizes, manages and oversees the construction process on behalf of Euro Structor d.o.o.

Gardiner & Theobald d.o.o. as the Project Manager shall administer the Main Works Construction agreement.

Gardiner & Theobald d.o.o. will have a permanent site presence throughout the Construction Period of the Avenue Mall.

Project Manager – Peter Walker

Assistant Project Manager – Mirko Panic

M&E (machinery & electrical installation) Project Manager Željko Duliba

Cost Manager – Dermot McLean

c.) The General Contractors Tenant Co-ordinator

The General Contractor shall have a dedicated Tenant Co-ordinator and supporting team who shall interface with the The Landlords Tenant Co-ordinator, Project Manager and Consultants.

The General Contractor Tenant Co-ordinator shall be
Tel +385 TBA Fax +385 TBA

The General Contractor's Tenant Co-ordinator shall have a detail co-ordinating role and shall ensure that the works performed by the Tenant are co-ordinated with the those performed by the Landlord under the (Base Building) in order to ensure that the Official Use Permit or the overall project on completion is obtained in an appropriate and timely manner.

dd) The Consultants:

The Landlord Euro Structure has a number of International Consultants who will be involved in the approval of Tenant Designs to assure compliance with the Tenant's Manual.

The Landlord's Architect

PLAN, Chief Project Architect: Ivan Franic
Address: Premadoviceva 28, 10000 Zagreb, Croatia
tel. +35 1 48 10 400 fax. +385 1 48 11 046

The Landlord's International Concept and Schematic Designers

LAGUARDALOW ARCHITECTS, Principal: Ed Jenkins
Address: 309 South Pearl Expwy, Dallas, Texas 75201, USA

The Landlord's International Design, Retail and Operation Consultant

SPEAKMAN DESIGN ASSOCIATES, Director: Leigh Speakman
Address: 113 Davenport Road, Toronto, Ontario, Canada

The above consultants will review and approve the Tenant's Designs to assure compliance with the Tenant's Manual.

The Landlord requires that the tenant to co-ordinate with the above mentioned Consultants through the Landlord's Project Manager to assure compliance with building permits obtained for the shopping centre.

C Procedures

Only rigorous compliance with the procedures outlined below will guarantee the effectiveness of the Development Process.

I Information Transfer

1.1 Prior to signing the Lease Agreement

The Tenant Co-ordinator

- provides the prospective Tenant with a questionnaire aimed at establishing preliminary requirements, in particular regarding the floor area, the height of premises and M&E requirements and participates in unit hand-over.

The prospective Tenant

- provides the Tenant Co-ordinator with the completed questionnaire, which outlines his requirements regarding mechanical and electrical services, air changes and temperature controls

The Tenant Co-ordinator

- provides the completed questionnaire to the Project Manager, the Contractors Tenant Co-ordinator and Landlords Consultant Team for review.

The Project Manager

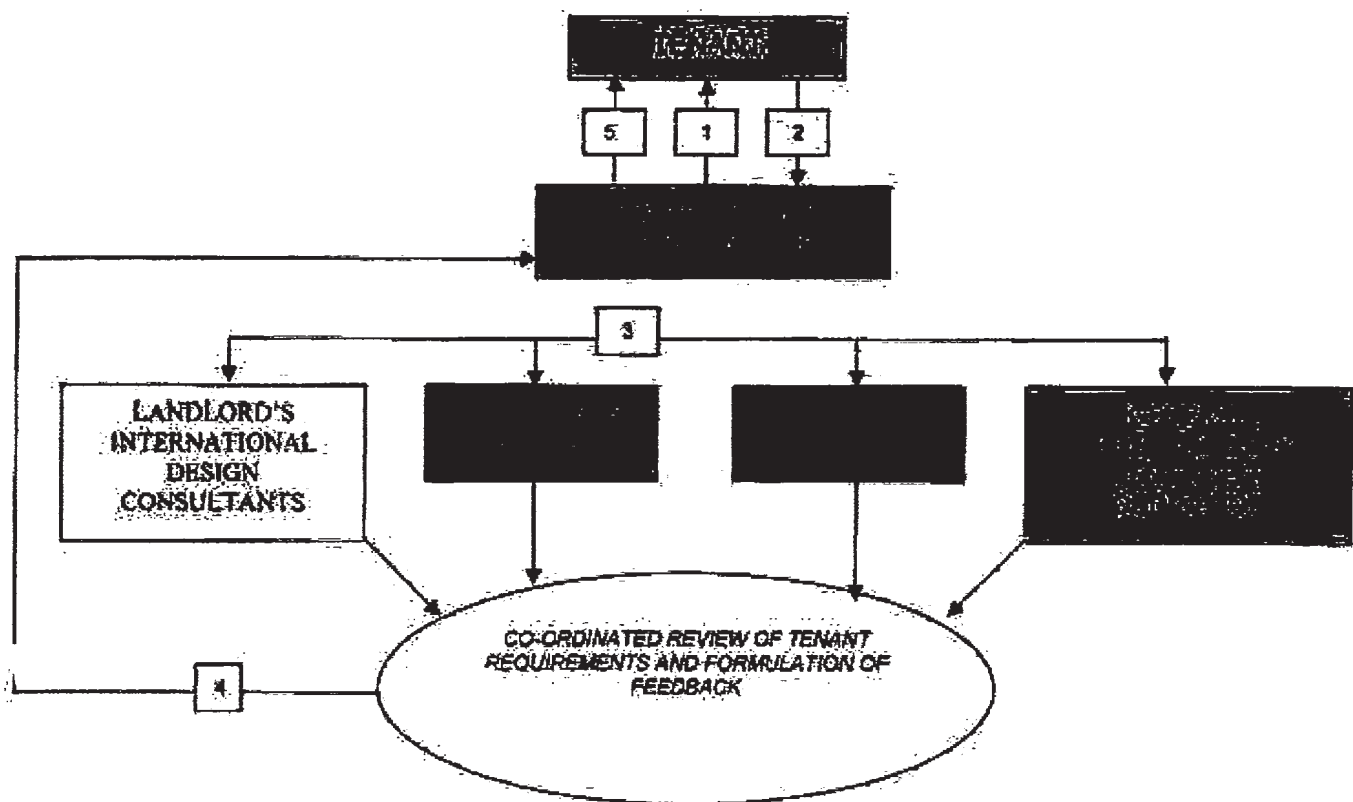
- The Project Manager shall arrange a review of the Tenant Requirements detailed in the returned questionnaire with the General Contractors Tenant Co-ordinator and shall arrange meetings with the Tenant Co-ordinator to review any comments and inform the Tenant Co-ordinator of progress on site and advise on restrictions to modifications requested by the Tenant. The Project Manager in conjunction with the General Contractors Tenant Co-ordinator shall evaluate the potential impact of the modifications on the construction timetable and its costs.

The General Contractors Tenant Co-ordinator

- The General Contractors Tenant Co-ordinator shall review the Tenant Requirements detailed in the returned questionnaire and provide full assistance to the Project Manager in responding to the Tenant Co-ordinator as outlined above.

The Landlord's Architect, International Concept and Schematic Designers and International Design, Retail and Operation Consultant,

- Shall review and answer (as may be appropriate) Tenants' enquiries in relation to specifications and base building design. Where changes are required, the relevant party may also prepare appropriate sketches to facilitate the evaluation of their potential impact on the construction, timetable and cost. This additional service will be undertaken with the Landlord's agreement at the Tenant's expense.
- The Landlord's Architect shall advise on any issues related to Building Permits for the execution of the works and subsequent use permits on completion of the works. All permit applications will be managed by The Landlords Architect. The Tenant may carry out the design using their own Designers or the Landlords at their own expense but all Permit submissions must be co-ordinated through the Landlords Architect.



1. Issue Pro-Forma Questionnaire
2. Handover of filled questionnaire including Tenant's requirements.
3. Passing information to verification.

4. Answer from 'Project Manager', 'Landlord's Architect, International Concept and Schematic Designers and International Design, Retail and Operation Consultant' and General Contractors/ Tenant Co-ordinator' (sketches, cost changes, etc.)
5. Review and Feedback to Tenant. (Data/ agreement/ opportunities/ permits/ requirement fulfilment hand-over.)

b.) After signing the Lease Agreement

The Tenant Co-ordinator

- informs the Consultants and the General Contractor/ Tenant Co-ordinator (Referenced under 3d and 3e above) of the signing of a Lease Agreement for given premises;
- provides the Tenant with this Tenant Book and a Design Package drawings and specifications concerning the demise of the base building Shell & Core leased premises;
- issues the Project Manager and Architect with instructions to proceed with the modifications approved by the Landlord as and when appropriate;
- receives the questionnaire and preliminary design details submitted by the Tenant and transfers these to the Architect for review.

The Tenant

- delegates one person to hold responsibility for liaison with the Landlord's Co-ordination Team.
- commences interior design work. The Tenant's Designer will verify on site the existing conditions (measurements, clearances, services etc.);
- Provides the Tenant Co-ordinator with the relevant documentation set out in the lease agreement.

The Project Manager

- evaluates in association with the General Contractors/ Tenant Co-ordinator the changes to the base building which the Tenant wishes to introduce;
- informs the Tenant Co-ordinator of the progress of construction works and effects of modifications.

The General Contractors/ Tenant Co-ordinator

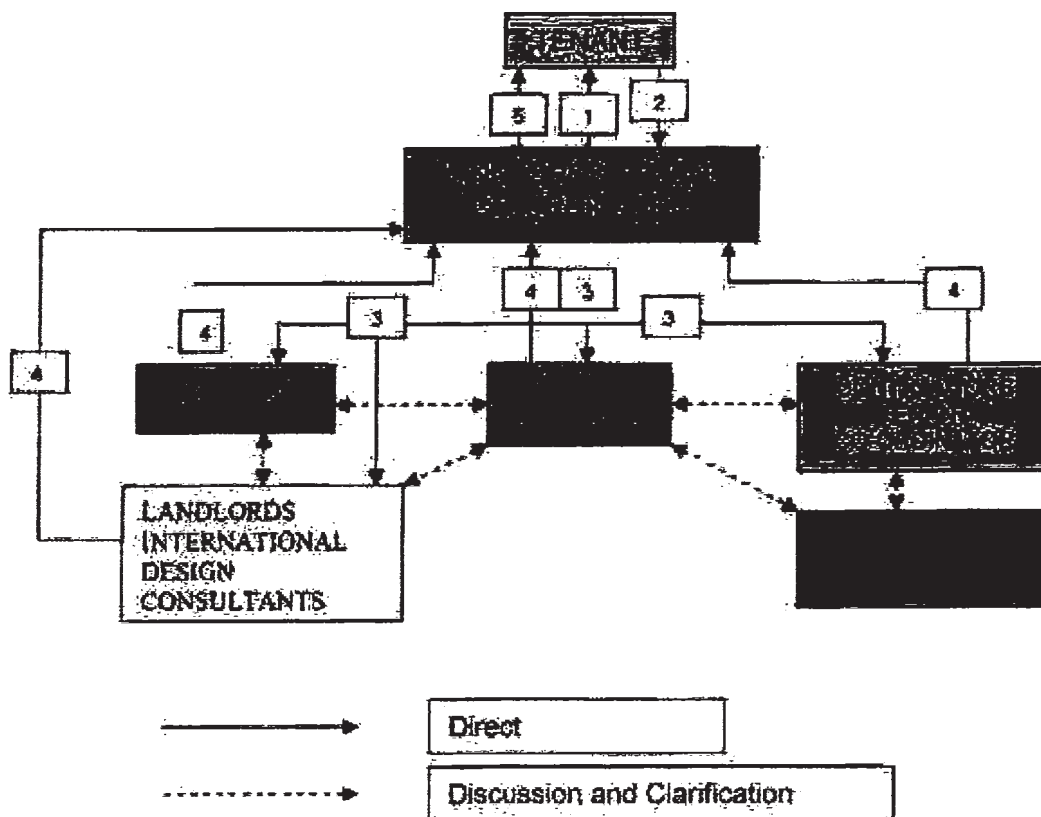
- The General Contractors/ Tenant Co-ordinator shall provide full assistance to the Project Manager in responding to the Tenant Co-ordinator as outlined above as may be required and demanded by the Project Manager.

The Landlord's Architect, International Concept and Schematic Designers and International Design, Retail and Operation Consultant

- prepares the Design Package for the Base Building Shell & Core Works and passes it on to the Tenant Co-ordinator;
- furnishes the Tenant's Designers (after due consultation with International Concept and Schematic Designers and International Design, Retail and Operation Consultant) with clarifications regarding the design of the base building construction;
- provides the Tenant Co-ordinator with the evaluation of the Tenant's preliminary design proposal.
- Provide an update regarding status of necessary Building Permits for the execution of the works and subsequent Use Permits on completion of the works previously reviewed under section C Procedures items (a) above. All permit applications will be managed by The Landlords Architect. The Tenant may carry out the design using their own Designers or the Landlords at their own expense but all Permit submissions must be co-ordinated through the Landlords Architect.

International Concept and Schematic Designers and International Design, Retail and Operation Consultant

- furnishes the Tenant's Designers with clarifications regarding the design of the base building construction;
- provides the Tenant Co-ordinator with the evaluation of the Tenant's preliminary design proposal.



1. Data and specification hand-over.
2. Data and specification hand-over to Tenant's Architect.
3. Pro-forma/ construction documentation hand-over.
4. Hand-over for approval.
5. Project approval.

6.1 At the Construction Stage

The Tenant

- employs or selects a contractor for the fit-out of the premises;
- the selected Contractor will comply with the Project Managers Instructions and General Contractors Instructions, which may be issued sporadically.

The Tenant Co-ordinator

- reviews the progress of the Tenant's work, answers queries;
- works closely with the General Contractors Tenant Co-ordinator to ensure that the Tenant's works are suitably co-ordinated and integrated with the Base Building works being executed by the General Contractor;
- helps to solve problems related to the basic structure in order to ensure that the deadline for the completion of construction and the opening of the Avenue Mall is met

The General Contractors Tenant Co-Ordinator

- verifies quality and correctness of work executed by Tenant to ensure that this complies with all Croatian Codes and standards in order to facilitate obtaining the necessary 'Use Permit' on completion.
- co-ordinates the works executed on site by the Tenant with his own to ensure that the Works are suitably integrated with the Base Building Works and Mechanical & Electrical Systems.
- participates in the final hand-over of the leased premises.

The Project Manager

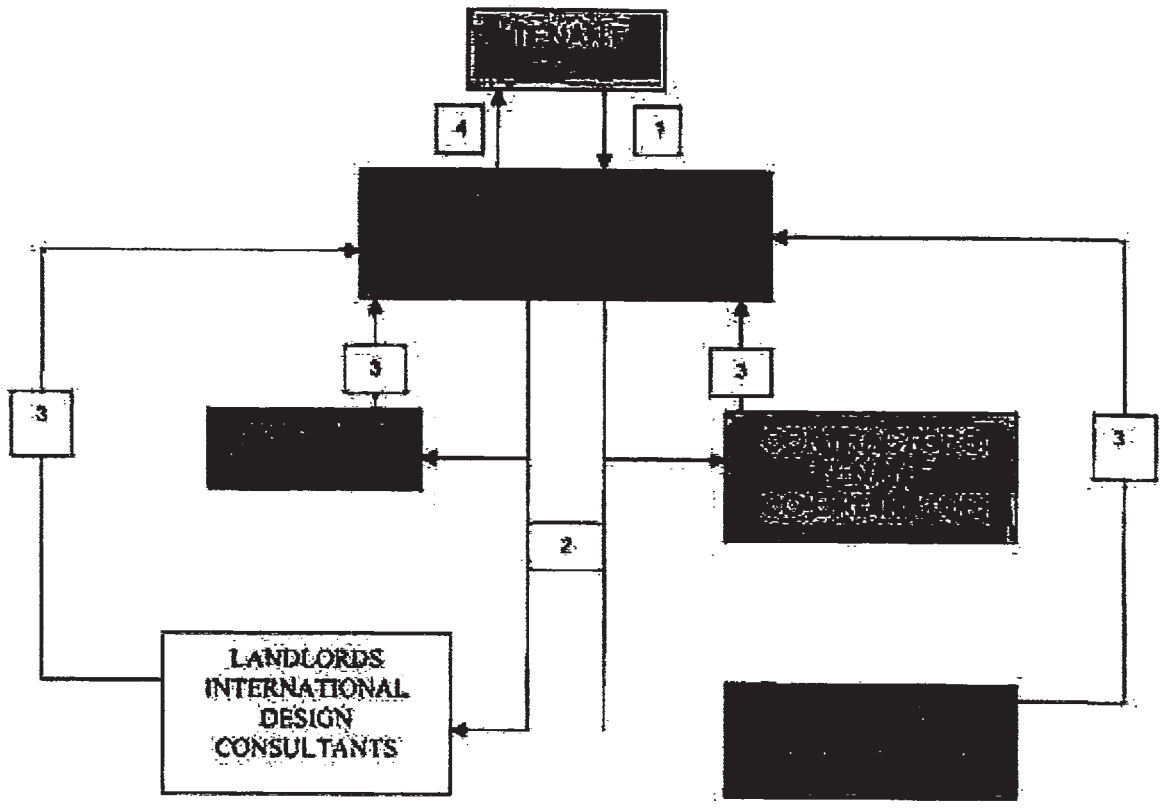
- officially manages the handover of the leased premises from the General Contractor to the Tenant for the commencement of fit-out works
- informs the Tenant Co-ordinator, General Contractors Tenant Co-ordinator and the Architect of the completion and hand-over of leased premises to the Tenant's contractors;
- oversees the co-ordination process between the General Contractor and the Tenant's Contractor regarding any modifications to the base building work to ensure the security of the base building space;

- oversees the co-ordination process between the General Contractor and the Tenant's Contractor regarding any modifications to the base building work to ensure the security of the base building space;
- oversees the co-ordination process between General Contractor and the Tenant's Contractor regarding connections to the building's mechanical and electrical installations;
- introduces modifications, in accordance with internal procedures, arising from Tenants' requests approved by the Landlord.

The Landlord's Architect, International Concept and Schematic Designers and International Design, Retail and Operation Consultants.

- participate in the final hand-over of the premises in compliance with criteria included in the Tenant's Manual.
- The Landlords Architect shall co-ordinate and obtain any necessary building Permit Modifications and also co-ordinate process through which the Final Building Use Permit is obtained.

2. The Information Transfer System



3. Tenant's Design work

a) Preliminaries

After signing the Agreement the Tenant receives electronic and printed versions of the the Tenant's Shell & Core Design Package, which includes location, layout, capped off service positions, storefront opening elevation and shop sections via the Tenant Co-ordinator.

The dimensions provided in the Information Package represent the design intention. The Tenant's Designer should verify on-site the actual measurements. Site visit should be arranged with the Project Manager.

The Tenant will provide his Project Team with the base building specifications, which are summarized in this Manual. The full text is appended to the Lease Agreement.

Typical cross-sections, elevations, details and design criteria are also presented in this Manual.

b.) The Scope of the Tenant's Design work

Preliminary Drawings Stage

The preliminary design should be submitted in accordance with The Lease Agreement. The aim of this stage is to inform the Landlord of the Tenant's intentions and to identify discrepancies between the Tenant's expectations and existing restrictions prior to the Working Drawings stage.

The Preliminary Design shall be issued 20 Days after receipt of the Base Building Shell & Core Design Package referred to in 3.a above.

The preliminary design will be checked by Landlord's Architect and members of the Landlord's Consultant Team as may be appropriate under the direction of the Tenant Co-ordinator.

The Drawings should include the following information (any additional details are to be provided at Tenant Co-ordinator's request):

1. A key plan showing the number and the location of the shop within the Mall.
2. A preliminary floor plan (scale 1:100 or 1:50) indicating the interior design concept and a reflected ceiling plan incorporating the lighting, mechanical and sprinkler design concept.
3. Typical interior elevations.
4. The storefront elevation and section, including graphics and signage, indicating all materials and finishes (scale 1:50).
5. Finishes schedule.
6. Outline of electrical and M&E designs, projected heat gain (schemes with the choice of equipment).
7. Outline of ventilation, air conditioning, water supply & drainage.

At this stage, the Tenant will also submit, for consultants review and feed-back, the following copies to the Tenant Co-ordinator:

1. One set of reproducible prints of the Preliminary Drawings.
2. Three sets of prints in bound form.
3. Specifications not included on the drawings should be submitted on A4 sheets, five sets. The sample will be checked by the Landlord's Architect and members of the Landlord's Consultant Team as may be appropriate under the direction of the Tenant Co-ordinator.
4. Material and colour samples - firmly attached to A4 illustration boards and clearly annotated.

Construction Drawings Stage

Within 45 Days of the approval of the Preliminary Design, the Tenant will provide the Tenant Co-ordinator with five sets of the final construction documents.

The Construction Drawings will be checked by Landlord's Architect and members of the Landlord's Consultant Team as may be appropriate under the direction of the Tenant Coordinator.

The Drawings should include the following information:

1. A key plan showing the shop number and location within the Mall
 2. Floor plans (scale 1:50) indicating storefront materials, colours and finishes, as well as glazing or sliding door track locations, rolling grilles, partitions, shop layout and washroom location where applicable, which will become fixed and final in the layout.
 3. Reflected ceiling plans (scale 1:50) indicating lighting, diffusers and sprinklers layout, finish materials and height variations with catalogue cut sheets of the light fixtures and their fitting specifications (recessed, surface mounted etc.) including fire detector layout and access opening to all devices located above ceiling (platform - if necessary)
 4. Storefront elevation and section (scale 1:50) including graphic design and signage and specifications for materials and finishes.
 5. Interior design elevations, sections and finishes (scale 1:50). Details as required for construction.
 6. Finishes schedule. Schedules, unless given on drawings, should be submitted in three sets on A4 sheets.
 7. Material Samples and Colour Chips - firmly attached to A4 illustration boards and clearly annotated.
 8. Signage details, both elevation and section, indicating the size and style of lettering, colour schemes, materials, illumination and electrical service requirements.
- Food Court Tenants should also include details of menu panels and proposals for temporary signs (special offers, meals of the day etc.), specifying locations, dimensions, materials, colour schemes, lettering and framing.
9. Mechanical and Electrical services (electrical systems, telecommunications, ventilation, air conditioning, water supply and drainage, sprinklers and other services). Materials, types and manufacturer's specification.
 10. The submitted documentation must also demonstrate that the proposed solutions are compatible with the base building specifications in regard to:

- the floor and ceiling weight loads (uniformly distributed and point loads, incorporating heavy equipment loads);
- electrical loads;
- air conditioning requirements (work parameters)
- Water supply and drainage input requirements

11. Certificates for materials or products which require licensing.

12. A construction schedule including milestones agreed with the Tenant Co-ordinator.

13. After completion of fit-out works the Tenant must provide three sets of "as built" documents together with all protocols and certificates required by Building Codes and local by laws.

c) Approvals, permits and licences

1. Prior to commencing construction work the Tenant will obtain written approval for his Construction Design from the Landlords Consultant Team via the Landlord's Tenant Co-ordinator. The Tenant Co-ordinator's approval, does not discharge the Tenant from full responsibility for the content of the Design, and does not exclude the Tenant Co-ordinator from registering further suggestions or reservations at a later date.
2. The Tenant's Contractor, prior to commencing work, is required to provide the Tenant Co-ordinator with two copies of the Construction Design to ensure that the construction work undertaken will comply with the approved Final Drawings. One set of approved drawings will be available in tenant's area at all times.
3. The Landlords Architect shall coordinate obtaining any necessary approvals or Building Permits to facilitate the commencement of the works and all such negotiations must be channelled through the Landlords Architect by the respective parties Tenant Co-ordinators.
4. Opening of the premises for business may be possible only after all of the required approvals are in place (template of the forms can be obtained from Tenant Co-ordinator). The timing of the opening shall be co-ordinated to coincide with the opening of the complete centre and as such is to be co-ordinated with the Project Manager, Tenant Co-ordinator and General Contractor.
5. Prior to the opening of the premises to the public the tenant is required to obtain the necessary business permit from the appropriate authorities. The process through which this permit is to be obtained shall be co-ordinated by the Landlords Architect who will require full support from the Project Manager, Landlord's Tenant Co-ordinator, General Contractor, General Contractors Tenant Co-ordinator and the Tenant.

4. *Tenant Design Criteria*

Tenants and their contractors, agents and personnel are required to abide by the following regulations in carrying out all fit-out work on leased premises.

These work regulations must be respected by all parties in order to expedite the completion of stores with the least amount of inconvenience to all concerned.

a.) Access and Deliveries

1. Receiving is restricted to specific delivery docks, during the construction period; delivery times must be agreed with the Project Manager, Tenant Co-ordinator and General Contractor, two working days in advance. The Project Manager must also be informed of any specific receiving requirements such as the use of cranes or hoists.
2. The Tenants and their contractors will be allowed to access their leased premises for purposes of the aforementioned construction work, though access to specific designated routes may be restricted. All access issues will be agreed with the Project Manager, Tenant Co-Ordinator and the General Contractor.
3. The Tenant will provide the Tenant Co-ordinator with the names of all companies and personnel engaged in construction.

b.) Access panels

Tenants are required to provide suitable access in the leased area to all Base Building mechanical and electrical services (i.e. heat pumps, ductwork, plumbing lines, electrical conduit etc.) where required through making relevant revisions in walls, ceiling or floor.

The Landlord must provide access to all installed services and equipment in the leased area, as required by Croatian regulations.

c.) Construction Site Safety

The Tenant will ensure that all his personnel and contractors abide by all applicable Croatian safety regulations. The Landlord may introduce additional safety policies as needed during the course of construction work. Should failure to comply result in any liability for the Landlord, the Tenant will cover all the costs and damages which may result. All the Tenant's contractors and personnel must be insured and attend a site safety awareness course and be issued with certificates acknowledging this before access to the work areas will be permitted. The Tenant Co-ordinator must be provided with relevant certificates. The Amount of insurance cover shall be for not less than

Euro 200,000 for Third party and the contract sum in regards to material damage.

d.) Damage to the Landlord's property

The Tenant must secure all services and equipment in leased premises. The Tenant is responsible for all damages to the Landlord's property inflicted by himself, his contractors or his personnel. Should such damage occur, the Tenant is obliged to cover the costs of all associated repairs plus an additional 15% intended to cover the Landlord's co-ordination expenses.

e.) Emergency Contact

The Tenant will provide the Tenant Co-ordinator with the names and telephone numbers of all parties who ought to be contacted in case of emergency situations associated with the Leased Premises.

f.) Waste Removal

The Tenant is responsible for the day-to-day removal of waste and building debris from the Leased Premises and its delivery to the right place. According to the Lease Agreement the Tenant covers all costs regarding removal of waste.

g.) Hazardous materials

All materials used in construction work on the leased premises must fulfil all code requirements in effect at the time the Tenant's Building Permit is issued. The Landlord encourages the use of environmentally friendly products wherever possible.

h.) Interim service charges

Tenants are required to settle charges as determined by the Landlord for interim removal of waste, M & E services, insurance and general co-ordination services carried out by the Landlord during the construction period. The Tenant will also supply, at his own expense, the temporary lighting and heating that is required for fit-out work on the leased premises.

i.) The Landlord's enforcement of Design quality

Should the Tenant or his contractor fail to execute their work in compliance with the approved Drawings, the Tenant Manual criteria or the terms of the Lease Agreement, the Landlord may either request the immediate correction of the shortcoming or otherwise, after written notice to the Tenant, undertake the necessary remedial work at the Tenant's expense.

j.) The Security of Premises

The Tenant is fully responsible for the security of the Leased Premises from the time the premises are made available for fit-out work. The Landlord will in no way be held liable for any loss or damage including the theft of building materials, equipment or supplies.

k.) Testing of Services

The Tenant must secure written approval from the Tenant Co-ordinator before testing all electrical, plumbing, gas or fire protection systems. Such Testing should also be co-ordinated with the General Contractor. Should any of these tests result in damage to the Landlord's property or to neighbouring premises, the Tenant is obliged to carry out the necessary remedial work or to cover all costs.

l.) Work Areas

All construction materials, tools and equipment used by the Tenant during the construction phase must be stored within the confines of the leased premises throughout the construction period. The storage of materials must also comply with fire and safety regulations and be sited in a location agreed with the Tenant Co-ordinator and the General Contractor.

m.) Working hours

Schedule and daily timing of construction activities must be arranged in advance with the Tenant Co-ordinator and General Contractor.

n.) Third Party Safety and Site Security

It is the responsibility of the Tenant to ensure that his Contractor exercises all caution in matters relating to third party safety, abiding by all safety codes established by jurisdictional authorities. The Landlord's Tenant Co-ordinator, Project Manager or General Contractor may also issue the Tenant's Contractor with safety instructions, which must be strictly adhered to. Disregard to the above requirements will invoke the application of restrictions and the subsequent consequences described in the Lease Agreement.

o.) Scaffolding

Temporary scaffolding mounted on rubber tyred rollers and additional floor protection may be used in the Mall within the hoarding area to permit the installation of storefronts and sign panels. The Landlord will not permit the use of any other type of scaffolding in the Mall area. The scaffolding must comply with safety regulations and must be approved by Tenant Co-ordinator and General Contractor.

p.) Hoarding

The tenant shall erect a hoarding at his own expense, design and construction subject to the Tenant Co-ordinator's approval. Hoarding shall be of taped, sanded and painted gypsum board construction to protect the Mall and other premises from construction dust. Hoarding shall not project more than 60 cm in front of the lease line and may be removed for the Landlord's construction period when required, all Mall finishes have to be protected from possible damage by the tenant contractor. Hoardings are to remain in place only until the permanent storefront is installed. The Landlord reserves the right to place Avenue Mall logo next to the tenants store name and opening information. If the Tenant Fit Out works are being executed at a time when the Avenue Mall is trading then the hoarding shall be designed to the Landlord's approval with regard to colours, graphics and full aesthetics.

q.) Fire Protection

The Tenant shall provide all necessary temporary fire-protection measures, i.e. Fire Extinguishers, throughout the construction period, as may be required by relevant legislation.

r.) Deliveries

All trades shall deliver materials through the agreed access routes and/or service corridors agreed with the General Contractor and Tenant Co-ordinator. The main public malls may be used only in exceptional cases by agreement with the Project Manager. Final delivery routes and where necessary the temporary use of designated lifts after opening hours will be agreed with the Tenant Co-ordinator and/or General Contractor. The Tenant shall provide all necessary temporary protection. The escalators will not be used, either for access to the Tenants demise, or for the delivery of materials.

s.) Parking

Limited parking may be made available at the discretion of the Tenant Co-ordinator and/or General Contractor for deliveries only. Tenant will make separate parking arrangements for the construction personnel and will agree this with tenant Co-ordinator.

t.) Filing Arrangements

Tenant contractors are asked to consume food and drink within the Tenant's hoarded premises or off the Mairi Works site. The Tenant is responsible for the daily disposal of all resulting waste. Contractors cannot stay or shop in the Avenue Mall, once opened, in their working clothes.

u.) Toilets

The Tenant shall only use toilets designated by the Tenant Co-ordinator / Project Manager and or General Contractor. Should the Tenant cause any damage to these toilets, the Landlord may charge the Tenant with the repair costs.

The Tenant is responsible for the day-to-day upkeep of the toilets and for providing the necessary sanitary products as determined by the Tenant Co-ordinator.

The installation of waste disposal pipe-work within the leased premises is only permitted with prior written permission from the tenant co-ordinator.

It is forbidden to use drainage for removal of paints, oils and similar products. Special containers must be used for dangerous waste removal.

v.) Inspection of Tenant Fit-out Work

The Tenant shall allow the Tenant Co-ordinator / Project Manager free access to the Leased Premises, for inspection purposes, throughout the fit-out period and in the future following completion of construction during the Main Contractors warranty period.

w.) The Fit-out Timetable

The Tenant must provide the Tenant Co-ordinator/Project Manager with a schedule of his fit-out works, updated accordingly during the construction period to reflect progress and update of the activities if required.

This schedule must be submitted to the Tenant Co-ordinator and the Construction Manager for their approval a minimum of four weeks prior to commencement of work.

x.) The Co-ordination of Construction Works

According to Point C1b of the Tenant manual the person designated by the Tenant is obliged to attend Tenant Fit-out Co-ordination meetings.

y.) Hand-over

The Tenant shall inform his design team and the The Tenant Co-ordinator of the hand-over date of all works of all trades including diminishing works. The premises must be handed over to the Fire Safety Inspector before the Tenants security systems are activated.

D The Landlord's Services

The following is based on the Shell and Core Specifications of the Base Building and outlines the finishes provisions at the time lease premises are handed over for fit-out.

1. The Structural System

- a.) The Landlord shall provide a structural system supporting the roof, floor slabs, external and internal walls. The Landlord's structural system is designed to support a total floor load of 782 kg/m² including floor finishes, screens, partition walls and live loads. The reinforced concrete floor slab is supported by reinforced concrete columns on a basic grid of 8.1 by 8.1 m (the layout may deviate from this in the passage areas). Slab drops will be constructed at the majority of these columns. Parallel reinforced concrete beams may follow alongside the expansion joints.
- b.) The clear height from the finished floor to the underside of the ceiling will be approximately 5.5 m (at floor to floor height of 6.0 m).
- c.) Total loads from the suspended ceiling and suspended installations must not exceed 60 kg/m².
- d.) The structural slab will lie 5 cm below the final finished floor level.
- e.) The Landlord will provide expansion joints in the base building structure, fire rated wherever necessary. Finishing elements – capping will be provided by Tenant, to Tenant Co-ordinator's detail. Floor expansion joints will be waterproof.
- f.) No mezzanine floor structures will be permitted within the retail units.

2. Storefront window openings

- a.) The Landlord shall provide a storefront opening along the entire length of the Tenant's demise fronting the mall. The height of the opening shall be 4.0 m above the finished floor level of the adjacent mall area.
- b.) The Landlord's floor and ceiling finishes will end at the lease line. The demising caps will be delivered and installed by the Landlord.

3. Demising Walls

These walls shall consist of either gypsum boards on metal studs, concrete block, ceramic masonry, lightweight concrete block and/or reinforced concrete. All finishes within the premises are by the Tenant. Walls shall be finished from floor to ceiling and around service penetrations. Should the Tenant wish to hang any objects off the demising walls then the Tenant must provide all suitable additional supports and or fixings to facilitate this at his own cost. Such modifications to the structural integrity of the demising wall must be approved by the Landlord's Tenant Co-ordinator.

4. *Electrical Services*

- a.) Power Supply to the Avenue Mall is conducted from Elektra via four cables from independent sections. Avenue Mall will draw electricity from these four lines. An additional line may be taken in reserve in case of failure of one of the supply lines, the requirement of which will be established at a later date. Transformer stations are located in the ground floor level. Within these transformer stations are low voltage relays. Anchor Tenants shall be supplied directly from these relays via cables to the leased premises. The remaining Tenants will be supplied via individual distribution panels situated on each floor.
- b.) The Landlord will provide at the tenants expense, digital electric metres with remote readout, for setting the power consumption at the tenants demise, which will be charged to the Tenant at the low voltage consumption rate.
- c.) The Landlord provides emergency back-up power generation only to support the fire alarm and fire fighting systems.
- d.) The provided power supply for the Tenant is 200 w/m² for inline Tenants and 350 w/m² for restaurants, bars, coffee shops. Additional power requirements must be agreed with the Landlord and may be provided to the Tenant if available at the Tenants expense.
- e.) The Landlord does not provide the Tenant with reserve power from emergency generator. The generator assumes reserve power only for fire safety systems.

5. *Ventilation, air conditioning and smoke extraction*

a.) Anchor Tenants, In-line Tenants

1- Air Conditioning

- Heating and cooling of the leased premises is achieved via heat pumps operating in recirculated air supply of the premises. Heat pumps will be provided in accordance with the Landlords specification and supply and fixing recovered at the Tenants expense.
- The Landlord will make main ducting system to convey technological water for this system and hook – up electrics to each unit for internal air conditioning system.
- The Landlord will provide:
 - technological water with following parameters:
 - sufficient amount according to calculated value, for recuperation of heat gain up to 105W/m² (For tenant areas exceeding 1000sqm) and up to 125W/m² (In-line Tenants) in summer and heat loss compensation in winter.
 - The calculated temperature of the technological water circulating in the heat pumps is $t_z/tp=43/51^{\circ}\text{C}$ in (winter-heating) and $t_z/tp=12^{\circ}\text{C}$ summer (cooling). Temperature of water in circulation will be regulated according to occurring demands in the system. In case cooling requirements in winter, the temperature of technological water will be lowered to $t_z=10^{\circ}\text{C}$ to allow system working in "free-cooling".

- The nominal circulating pressure in the system is $p=10$ bar. The pressure at disposal in connection point is approximately less or equal to 50kPa.
- Landlord will provide the technological water valve according to the design requirements the Tenant's expense.

-- connection to BMS system at Tenant's expense

2. Ventilation

Essential fresh air will be provided with central ventilation system. The temperatures to be maintained within the centre are to be not less than 20C in Winter and not higher than +26C in Summer, calculated with an external temperature of 32 C.

- Landlord will provide air circulation valve at Tenant's expense.
- Landlord will provide and connect to BMS the air circulation valve at Tenant's expense.
- Landlord will provide primary sound suppression. Tenant is required to provide final suppression according to Croatian Building Code and this must be included in Tenant's design.

h.) Restaurants

Heating and cooling to the leased premises will be via a system of partial air conditioning (without humidity control) based on 100% fresh air, provided by the Tenant according to the Landlord's criteria.

1. The dining room will be ventilated via an AHU (air handling unit) with a heat exchanger. The kitchen area will be supplied by an AHU working in conjunction with kitchen hood exhaust fans.
2. Small establishments (patisseries, coffee shops) will be serviced by a single AHU with heat exchanger and exhaust fan located on the roof.
3. The Landlord will provide:
 - space for Tenant AHU's in the mechanical plant rooms located on the roof.
 - duct space in vertical shafts.
 - cooling sufficient for the leased area and suitable for the function of the establishment within the power constraints of the equipment provided for the zone (according to the design)
 - heating to cover heat losses in winter.
4. Fire dampers, BMS control and monitoring will be provided at Tenant's cost.

6. Water Supply & Drainage

a.) Anchor Tenants, In-Line Tenants and Restaurants

1. The Landlord will provide cold domestic water connections at a location at the rear of the premises (25mm diameter for Anchor Tenants and Restaurants, 20mm diameter for In-Line Tenants).
2. The Landlord shall supply a 100mm diameter floor drain capped at the floor slab, vent pipe terminated at the roof.
3. The Landlord will provide at the Tenant's expense a grease interceptor in the basement, where greasy waste from the leased areas is to be discharged via a separate riser (which will also be provided by the Landlord at the Tenant's expense).

7. Fire Sprinklers

- a.) The main connection point to the Landlord's sprinkler system will be provided within the leased premises. The alarm valve and flow switch will be located in the sprinkler pump room. A distribution system within the Tenant's area will be provided by the Landlord's subcontractor but at the Tenant's expense.
- b.) In shopping premises the assumed output of the sprinklers is 5 mm/min., covering 260m². The maximum storage height is 3.7 m for fire calculation but should not exceed the floor load limits according to shelved or stored goods.
- c.) In restaurants the output of sprinklers is 5 mm / min., covering 150 m². The maximum storage height is 3.0 m.
- d.) The Sprinkler design is to be co-ordinated with the Ceiling design and should the ceiling void exceed the design norms and a second layer of sprinklers within the tenant areas will be required under Croatian Fire Code, the cost shall be borne by the tenant.

8. Gas Supply (Restaurants)

The Landlord shall provide at his own expense a gas supply line from the main tap to the meter located within or near the leased area finished with termination valve.

The Landlord will provide at the tenants expense, digital gas metres with remote readout, for settling the gas consumption at the tenants demise.

Tenant will provide an internal gas detector system at his own expense.

9. Telecommunication systems

a.) Telecommunications

The Landlord shall provide at his own expense conduit from a telephone board to the demise to enable the Tenant to make telephone connections. The connection shall be at the Tenant's expense.

b.) The Fire Alarm:

The Landlord shall provide a fire alarm system for the common building areas at his own expense. Fire alarm subsystems for individual tenants will be provided by the Landlord at the Tenant's expense. The first level of alarm installations will be located on the underside of the reinforced concrete floor slabs. Landlord will undertake the construction and connection of the second tier of installations located at the suspended ceiling level, at Tenant's expense.

E Tenant Fit-Out Work

The following is based on the Base Building Specifications and outlines the general scope of finishing work to be completed by the Tenant after the hand-over of premises.

1. Structure

- a) Tenant work does not include any structural work. Therefore the Tenant is not permitted to introduce any changes to the structural elements of the building which confine the Leased Premises.
- b) The Tenant provides the floor finishes and any partitions which may functionally be necessary. Total loads must not exceed 782 kg/m^2 .
- c) Should the partition arrangements constructed by the Tenant necessitate the provision of exit corridors within the premises, these are provided by the Tenant at his own expense, and connected to designated exit points, as required by local building codes.
- d) If an Anchor Tenant constructs a connection between two floor levels, he is also responsible for providing safety elements as required by local codes in order not to worsen the Fire Safety conditions of the building as a whole (i.e. dividing fire zones from evacuation zones).
- e) The Tenant is responsible for ensuring that the supply and installation of oversized equipment (eg. escalators) complies with the construction schedule and site organisation criteria. The Tenant will co-ordinate the delivery of such equipment with the Tenant Co-ordinator.
- f) The Tenant installs a suspended ceiling ensuring that the total weight-load from the suspended ceiling and suspended services does not exceed 60 kg/m^2 . The materials used should comply with local regulations. The access to the installed services and equipment must be secured by means of openings sufficient for maintenance and exploitation according to equipment requirements (heat pumps, VAV regulators, dampers, fire detectors, control system)

2. Storefront windows

The Tenant constructs a storefront along the entire length of the Tenant's demise front elevation, in accordance with the Design Criteria. The structural storefront support must be independent from the Landlord's bulkhead framing.

3. Demising Walls

The Tenant is responsible for all Demising Wall finishes, including plastering, sanding and painting, according to circumstances and needs. Suspending fit-out elements from these walls is prohibited. The Tenant shall provide additional framing to carry the loads of any necessary shelving or other fit-out elements. Altering the location of the demising walls is not permitted. Tenants whose premises are adjacent to service corridors must furnish and install at their own expense a minimum of one $90 \text{ cm} \times 210 \text{ cm}$ service door connecting to

the corridors. The doors must comply with the Landlord's Architect's specifications, in particular securing a maximum fire resistance of 90 minutes or as specifically directed in other cases. They must also be finished with white laminate and self-closer. The door must be recessed from the corridor the full width of the Tenant's door, in order not to obstruct the corridor, and swing in the direction of exit travel. The Tenant is responsible for the anchorage of the door frame, the necessary headers and all other accessories required for a proper installation, also from the corridor side.

4. *Electrical Installations*

The Tenant is responsible for the expense of the provision of an electrical panel for the distribution of electrical supply within his premises provided by the Landlord and the expense of all associated works by the Landlord on behalf of the tenant previously agreed. The power consumption value can not be higher than the assigned value. Tenant will perform tests and forward the results to Tenant Coordinator after completion of installation works.

5. *Ventilation, Air Conditioning and Smoke Extraction*

5.1 *Air Conditioning*

- a) The Tenant will provide and install the complete air conditioning system enabling for recuperation of heat gains covering heat losses in winter according to agreed design specifications, particularly:
 - Air conditioning (heat pump) with fittings (cut off valve, three way valve with control motors, sleeves, filters in technological water circulations, air-escape valves)
 - Controls of air conditioning system with set of equipment and software according to approved standard included in the design criteria to assure connection to BMS system.
 - Power supply of equipment with relevant safety measures
 - Air-ducts within Tenant's space including air control equipment
- b) Landlord provides cut off valve for water circulation at the demise points with pre-control valve at Tenant's own expense.
- c) The tenant will agree the appropriate drainage for the air conditioning condensate and, at the tenant's expense, implement same.

5.2 *Ventilation*

- a) Tenant will provide and install in premises complete ventilation duct system that will include:
 - Fresh air supply ductwork in the premises with air regulation dampers for individual elements,
 - Return air ductwork from the premises with air regulation dampers for individual elements.
- b) Landlord will provide at Tenant's expense constant air regulators installed in sleeves at the demise points.

- c) Landlord will provide at Tenant's expense connection of the constant air regulators to BMS system, if requested.

6. Water Supply, Drainage and Gas Supply

- a) The Tenant will construct the full water and drainage systems on his demise, as well as gas distribution if required, utilising connections constructed by the Landlord, i.e. connecting cold water and sanitary installations to the capped ends of the central plumbing in his premises. Hot Water can be achieved via individually installed electrical flow heaters.
- b) Where the Leased premises are located at a distance in excess of 75 m from the nearest public washrooms, it is necessary to provide a staff toilet within the premises, in accordance with the relevant regulations.
- c) The Landlord will provide at the tenants expense, digital metres with remote readout, for settling the media consumption at the tenants demise, or in case of small tenants with low water consumption, water will be charged proportionally.

7. Fire sprinklers and fire protection system

Fire sprinklers and fire protection system will be done in Tenant's premises by the Landlord at Tenant's expense. The Expenses shall be settled on the basis of attractive unit prices identical to those incurred by the Landlord.

8. Telecommunication Systems

a) Telecommunications

The Tenant will be provided with a telephone line from the connection point to his leased premises at Landlord's expense.

b) The Fire Alarm System

The first level of the fire alarm system is installed, by the Landlord at the Tenant's expense. If the tenant requires a second layer of fire alarm system, this will be provided by Landlord according to Tenant's design requirements at Tenant's expense.

F Tenant Design Criteria

1. General Criteria

Storefronts will be designed, fabricated, and installed by the Tenant unless otherwise noted and will be subject to the Landlord's approval.

All improvements by the Tenant must be approved by the Landlord in writing in advance of construction and installation. The approval procedure is outlined in the Tenant Submission Requirements section.

1. All storefront treatment must be full width and height, and abut the demising partition (party wall between two Tenants).

2. Concrete blockwork, ceramic masonry units, lightweight concrete blocks and/or reinforced concrete only will be provided as demising partitions. All finishes of the demising walls within the demise (plastering, painting) are by the Tenant. A partition between a Tenant and any service corridor will be a one-hr. fire-rated partition. All partitions must have a one hr. fire rating.

3. The Demising Pier or Cap will be provided by the Landlord. All other storefront elements will be designed, fabricated and installed by the Tenant, except as noted elsewhere in the Tenant Package.

4. All storefronts, excluding doors, must have a 15-cm base of a material such as granite, marble, natural stone, brass, polished stainless steel, ceramic tile or other durable material approved by the Landlord. Glazing may run to the finished floor without base only with permission of the Landlord. Vinyl or rubber bases will not be allowed.

5. The level of the finished floor within the Tenant area must correspond exactly with the level of the Mall finished floor at the Lease Line. No depressed floor slabs will be permitted.

6. The Tenant is required to use basic Mall area floor pavers between the Lease Line and the storefront closure line. Mall flooring will be installed by Landlord at Tenants cost.

7. The overall ceiling height within the Tenant areas is to be a minimum of 4.0 meters. All ceiling materials are to be non-combustible. All Tenant ceilings within the Design Control area are to be drywall. Unless approved by the Landlord.

8. Use of the following materials is strictly prohibited on storefronts:

- a. Simulated versions of any material such as brick, stone or wood.
- b. Plastic laminates other than solid colors.
- c. Pegboard walls with pegboard fixing systems.
- d. Vinyl wall covering, fabric or wallpaper.
- e. Fake paneling, pre-finished or scored plywood products, diagonal wood siding.

f. Shingles – cork or carpet.

9. The following types of store closures are permitted:

- a. Sliding – single track, narrow style sliding glass doors, located at or behind the Lease Line. Sliding doors shall be in a pocket or become the rear enclosure of the display window. All sliding door tracks are to be recessed into the floor and the soffit.
- b. Hinged – fully recessed, outward swinging, multi-pane, fully glazed, or frameless glass doors on pivots are encouraged. In no case may the doorswing go beyond the Lease Line.
- c. Rolling – vertical or horizontal coiling grilles are acceptable provided they are totally concealed during operating hours. Grilles must be independently supported.

10. Storefront recesses, angles and other devices designed to break up the length of the flat storefront are encouraged. A maximum of 75% of the storefront may fall along the Lease Line. At least 25% (or a minimum of 1.0 meter whichever is greater) of the storefront must be set at least 1.0 meter back from the Lease Line to the storefront closure line to provide three dimensional visual relief unless otherwise noted under Special Criteria.

11. A maximum of 25% of the total storefront area may be opaque.

12. Exterior storefronts will be reviewed by the Landlord on an individual basis.

2. Tenant Service Entrances

1. If a Tenant wishes to have a doorbell, the button will be located 1.0 meter above the finish floor, within the service doorframe. Work will be at the Tenant's expense.

2. Service doors to Tenant areas that have access to service corridors will have only standard identification (i.e. Tenant's name and address number) throughout, designed and installed by the Landlord at the Landlord's expense.

3. Mezzanines

Tenants are not permitted to construct mezzanines in the Tenant lease premises.

4. Typical Design Conditions

The typical design conditions are divided into three types A, B, and C. The following drawings address typical conditions within each particular zone. The accompanying location plans indicate where each of these conditions apply. Tenants should also refer to the Special Criteria to determine if their store/storefront is affected by the Special Criteria.

5. Tenant Sign Criteria

This work will be subject to the Landlord's approval and will be done solely at the Tenant's expense.

1. A signband above all storefronts has NOT been included as a basic architectural feature in this project in order to provide an opportunity for more creativity and individuality in the design of storefronts. Signing may occur anywhere within the limits of the basic storefront area.

2. Each Tenant is required to design, fabricate, install and maintain a sign.

3. Signing will be limited to the trading name only.

4. One sign or other graphic treatment is allowed per storefront elevation unless additional signs are required per Special Criteria. On elevations in excess of 12.0 meters, a second sign is permitted only with the Landlord's approval. Any Tenant having storefrontage on two walls or having more than one exposure may incorporate one sign per storefrontage as allowed by Landlord.

5. No animated components, flashing lights, formed plastic, or boxtype signs are permitted.

6. The length of signing shall not exceed 75% of the storefront width, with maximum letter height of 35 cm.

7. The following basic types of signs shall be allowed:

a. Exposed neon tubes forming letters carry no basic size limitation. However, if neon tubes are to be used in a decorative as well as an informative fashion the sign shall only be allowed at the discretion of the Landlord.

b. Etched, beveled, or sandblasted glass.

c. Dimensional metal, plastic, or other material with a permanent appearance. Veneer or plywood products will not be permitted.

d. Dimensional, illuminated, halo or backlit individually mounted letters.

8. Non-illuminated signs: The following types of allowable non-illuminated signs are not restricted in terms of size. However, like neon, their use is viewed as decorative as well as informative and is similarly subject to the Landlord's discretionary approval.

a. Non-dimensional letters and/or logos applied or painted directly on the inside face of glass storefront areas.

b. Supergraphic or bas-relief treatment of large amounts of storefront areas.

9. No exterior signage will be permitted on any part of the building except at exterior storefronts.

Exterior storefronts will be reviewed by the Landlord on an individual basis.

10. Electrical service to the Tenant's signs shall be from the Tenant's electrical panel. Access panels cannot be exposed from storefront.

11. All signs, bolts, fastenings, and clips shall be of hot dipped galvanized iron, stainless steel, aluminum, brass, or bronze. No black iron materials of any type shall be permitted.

12. The following types of signs, sign components and devices shall not be permitted:

- a. Boxed or cabinet type, except when totally recessed as an integral part of a sign panel.
- b. Cloth, paper, cardboard and similar stickers or decals.
- c. Moving or rotating.
- d. Exposed labels of manufacturers, underwriters, etc. where labels are required by code, there should be located in an inconspicuous area.
- e. No other signage will be allowed within 1.50 meters of the Lease Line.

13. Where illuminated signs are considered, the following restrictions apply:

- a. Individual dimensional or metal backlit (halo effect) letters shall not exceed a maximum height of 35 cm. Each letter shall be projected from an opaque signing surface.
- b. Exposed neon tubes forming letters shall be above 2.50 meters or behind glass.

14. The Landlord reserves the right to reject any signing which in his sole opinion is inappropriate for the Mall.

15. All illuminated signs must be turned on during the Mall's operating hours and at other times as required by the Landlord.

16. The Tenant shall be fully responsible for the workmanship and installation of the Tenant's sign and the coordination of the Tenant's sign contractor.

17. Moveable and/or portable displays of signage are not permitted. Coordinated graphics for special and temporary displays must be approved by the Landlord. Approval for temporary sign programs must be obtained each time the program or the signs themselves are revised. Initial approval for a specific program does not constitute blanket approval for subsequent temporary signs or sign programs. No displays or signage are permitted outside the Lease Line.

6. Lighting Criteria

1. All lighting must be reviewed and approved by the Landlord.