

**Aluminij d.d. Mostar**, s registriranim sjedištem na adresi Baćevići b.b., Mostar, zastupan po direktoru gosp. Draženu Pandži kao zakonskom zastupniku (u daljnjem tekstu: **Zakupodavac**),

i

**Aluminij industries d.o.o.**, s registriranim sjedištem na adresi ul. Ante Starčevića broj 48. Mostar zastupan po direktoru gosp. Amir Gross Kabiri (u daljnjem tekstu: **Zakupnik**),

Ovdje i dalje u tekstu Ugovorne strane, su dana \_\_\_\_ 2020. godine su zaključili sljedeći:

## UGOVOR O ZAKUPU

### Članak 1 (Uvodne napomene)

Kako bi Zakupnik stupio u konačni Ugovor o Zakupu koji se tiče proizvodnog pogona Zakupodavca, zapošljavanja bivših radnika Zakupodavca, a što je u interesu Bosne i Hercegovine, Federacije Bosne i Hercegovine, Hercegovačko-Neretvanske županije, Grada Mostara, uz punu suradnju svih zainteresiranih strana, Ugovorne strane zaključuju ovaj ugovor o zakupu, čiji su predmet pokretne i nepokretne stvari iz članka 2. ovog ugovora (pogon Ljevaonice), s ciljem proširenja poslovne suradnje između Ugovornih strana i na pogon anoda i elektrolize Zakupodavca, čime bi se osiguralo otvaranje dodatnih radnih mjesta u pogonima Zakupodavca, kada pogoni budu popravljani, ponovno aktivirani i budu operirali u punom kapacitetu. Ugovorne strane se slažu kako će konačni Ugovor o zakupu biti raspravljen u dobroj vjeri te će se temeljiti na ovom Ugovoru o zakupu i uključivat će sve dodatke koji se spominju u ovom Ugovoru, te sve uvjete koji su naznačeni u Članku 11 ovog Ugovora, ali neće biti ograničen samo na to.

Zakupnik će sa strateškim partnerima: M.T. Abraham Group S.A., China Machinery Engineering Corporation i China Nonferrous Metal Industry's Foreign & Construction Co.Ltd., koji imaju bogato međunarodno iskustvo u obradi metala, uz punu suradnju svih zainteresiranih strana, nastojati vratiti stabilnost i prosperitet u obradi i proizvodnji Aluminij tvornice, s konačnim ciljem podizanja punog kapaciteta rada proizvodnih pogona Zakupodavca što će imati za posljedicu minimalno 900 (devet stotina) radnih mjesta za uposlenika Zakupodavca.

**Aluminij d.d. Mostar**, with registered headquarter at the address Baćevići b.b., Mostar, Bosnia and Herzegovina, represented by the Director, Mr. Dražen Pandža as Proxy (hereinafter: **Lessor**)

and

**Aluminij industries d.o.o. Mostar**, with registered headquarter at address Ante Starcevic 48, Mostar represented by the director Mr. Amir Gross Kabiri (hereinafter: **Lessee**),

Both Herein referred to as **Contracting Parties**, on \_\_\_\_ 2020, concluded the following:

## LEASE AGREEMENT

### Article 1 (Introductory Clauses)

In order for Lessee to enter into a Final Lease Agreement with respects to the production assets of the Lessor, and enter into employment contracts with former workers of the Lessor, all being in the interest of Bosnia and Herzegovina, Federation of Bosnia and Herzegovina, Herzegovina Neretva County, City of Mostar, with the full cooperation of all interested parties, the Contracting Parties are hereby concluding this Lease Agreement, whose subject are all movable and immovable assets described in the Article 2 of this Agreement (Cast House), with the intention to further extend business cooperation between the Contracting Parties with respects to the section of Anode and Electrolyses Plants in due course, that would require hiring of additional employees in the plants of the Lessor when repaired, reactivated and running at full capacity. Contracting Parties agree, that a Final Lease Agreement will be negotiated in good faith and will be based on this Lease Agreement and will include all annexes mentioned in this Agreement and all conditions mentioned in Article 11 of this Agreement but not limited to them.

The Lessee together with their strategic partners: M.T. Abraham Group S.A., China Machinery Engineering Cooperation and China Nonferrous Metal Industry's Foreign and Construction Co. Ltd., have vast international experience and expertise in all aspects of the metal industry, and have full cooperation of all interested parties, to support their mission to restore production, stability and prosperity at the Aluminij Factory with the final goal of reaching a full operational capacity of the production assets, resulting in the rehiring of the minimum of 900 (nine hundred) Lessor employees.

## Članak 2 (Predmet ugovora)

Ugovorne strane suglasno ugovaraju da će Zakupodavac dati u zakup Zakupniku, a Zakupnik primiti od Zakupodavca u zakup nekretnine koje se nalaze na adresi Baćevići bb., Mostar, a označene kao k.č. br. \_\_\_\_\_, sve K.O. Mostar odnosno cjelokupnu imovinu pogona Ljevaonice (pokretnu i nepokretnu) u svrhu proizvodnje i prerade aluminija, dok će Zakupnik moći upotrebljavati pogon Ljevaonice kako slijedi:

- a) Održavanje (sačiniti zapisnik o nekretninama i pokretninama, kao Dodatak A)
- b) Elektro-centar (sačiniti zapisnik o nekretninama i pokretninama kao Dodatak B)
- c) Ostale pokretne i nepokretne stvari (sačiniti zapisnik o nekretninama i pokretninama kao Dodatak C).

Zakupnik je ovlašten koristiti i druge zajedničke nekretnine, prostorije, uređaje i strojeve Zakupodavca, koje služe redovnoj upotrebi za rad pogona Ljevaonice (parking mjesta, putevi ili željeznički objekti koji vode do predmeta zakupa i koji služe redovitoj uporabnoj svrsi, pomoćne objekte i uređaje i peći neophodne za rad ljevaonice i slično), o čemu će Ugovorne strane sačiniti zapisnik s fotografijama koje će sadržavati prikazane slike zajedničkih prostora, te svih ostalih područja i imovine koje će Zakupnik koristiti i upotrebljavati a označit će se kao Dodatak D.

Ugovorne strane suglasno izjavljuju da će, nakon zaključenja ovog ugovora, zajednički pregledati i izvršiti identifikaciju predmeta ovog Ugovora o zakupu, uključujući popis nekretnina i pokretnina opisanih u ovom članku, nakon čega će se sačiniti Zapisnik o zatečenom činjeničnom stanju, koji će Ugovorne strane usuglasiti i potpisati, te će isti biti sastavni dio glavnog Ugovora o zakupu.

Sukladno odredbi Članka 14 Zakona o Zakupu poslovnih zgrada i prostorija i Članku 569 Zakona o obveznim odnosima, Zakupodavac će predati predmet zakupa (pokretne i nepokretne stvari) u ispravnom stanju da mogu poslužiti za svrhu određenu ovim ugovorom, uz obvezu Zakupodavca da pismenim putem upozna Zakupnika o stanju pokretnih stvari koje su predmet zakupa.

## Article 2 (Subject of the Agreement)

Contracting Parties agree accordingly that Lessor shall lease to the Lessee real estate located at the address Baćevići b.b., Mostar, marked as plots of land no, \_\_\_\_\_, registered in Cadastre Municipality Mostar, meaning the entire Cast House plant assets (movable and immovable) with the purpose of processing and producing aluminium, while the Lessee shall also be able to use the Cast House as follows:

- a) Maintenance (make record of real estate and movable assets, as Annex A)
- b) Electrical Centre (make record of real estate and movable assets, as Annex B)
- c) Other movable and immovable assets (make record of real estates and movable assets, as Annex C).

Lessee is authorized to use the common real estates, amenities and machinery of the Lessor, serving to the regular operational process of the Cast House (parking spots, roads or rail facilities leading to the subject of the lease and for the regular production process, annex facilities and machinery, furnaces or devices necessary for Cast House plant production, etc.). The Contracting Parties shall make photo records containing photographs of all joint facilities, as well as other areas and assets Lessee shall be using, and these shall be marked as Annex D.

Contracting Parties agree accordingly that, after this Agreement is signed, they shall jointly review and list assets that are subject of this Lease Agreement, including the list of real estates and movable assets described in this Article, and will keep a record on their actual and current condition, to be signed and agreed upon by the Contracting Parties. This signed record shall be an integral part of the final Lease Agreement.

In accordance with the Article 14 of the Law on Lease of Commercial Facilities and Premises and Article 569 of the Law on Obligatory Relations, the Lessor shall deliver the leased assets (movable and immovable assets) in in the proper condition ready to be used for the purpose defined in this Agreement and with valid Work Permit, with the obligation of the Lessor to notify the Lessee in writing about the condition of all movable and immovable assets that are the subject of the lease.

Ako u slučaju stupanja na snagu ovog Ugovora o zakupu, bilo koja stavka predmeta zakupa (pokretna i nepokretna imovina) ne bude u ispravnom radnom stanju za svoju svrhu, a Zakupnik za to ne bude znao i nije bio obaviješten o tome pismenim putem prilikom upoznavanja Zakupnika o stanju stvari koje su predmet zakupa iz prethodnog stavka ili nekom drugom posebnom stanju te imovine čiji je ispravan rad time onemogućen, a Zakupnik nije dao svoj pismeni pristanak na zakup te imovine u takvom stanju, Zakupnik će u tom slučaju imati pravo otkazati ovaj Ugovor po toj osnovi.

Nakon zaključenja ovog Ugovora o zakupu Zakupnik će odmah imati pravo pristupa u predmet zakupa opisan u ovom Ugovoru sa ciljem analize postojećeg stanja, druge aktivnosti potrebne za procjenu stanja ili poslovno planiranje definirano ovim Ugovorom, s tim da stvari i uređaji koje su predmet zakupa ne mogu se upotrebljavati i koristiti bez suglasnosti Zakupodavca sve dok ovaj ugovor ne stupi na snagu sukladno članku 11. ovog ugovora. Kako bi se izbjegla zabuna, samo kada Članak 11 i sve njegove stavke budu ispunjene na zadovoljstvo Ugovornih strana, će Zakupnik biti obvezatan početi isplaćivati troškove i zakupninu. Do tog vremena, Zakupnik će imati pravo pristupa Ljevaonici bez naknade.

### **Članak 3 (Vrijeme i uvjeti trajanja zakupa)**

Ovaj Ugovor se zaključuje na razdoblje od 15 godina, s mogućnošću produženja na dodatnih 15 (petnaest godina), prvih 15 godina raspoređenih po vremenskim razdobljima kako slijedi:

1. dvije godine, kao prvi vremenski period,
2. tri godine, kao drugi vremenski period,
3. deset godina, kao treći vremenski period,

sve uz sljedeće obveze Zakupnika:

- a) Zakupnik prihvaća obvezu pokretanja postupka zapošljavanja, čim stupi Ugovor o zakupu na snagu, sukladno Članku 11. toč. a) i b) ovog Ugovora, i to minimalno 80 radnika Zakupodavca u roku od 60 dana od dana stupanja na snagu ovog Ugovora o zakupu.
- b) pokrenuti proizvodnju u pogonu Ljevaonice Zakupodavca u roku od 90 dana od dana stupanja na snagu ovog Ugovora o zakupu, sukladno Članku 11. toč. a) i b) ovog Ugovora i podložno tomu da je imovina zakupa u radnom stanju kao obveza Zakupodavca sukladno Članku 2 ovog Ugovora.
- c) Zaposliti minimalno 90 dodatnih radnika u roku od 60 dana kada se pokrene pogon Ljevaonice .

If at the time of the Lease Agreement entering into force, any of the leased assets (movable and immovable assets) are not fully operational for any reason, and the Lessee was unaware and/ or has not been notified in writing while reviewing and informing the Lessee about the status of the leased assets mentioned in previous clause or the specific condition of an asset that prevents its proper use, and the Lessee did not give their written consent to leasing that asset in its specific condition, the Lessee will have the right to terminate this Agreement on this grounds.

After this Lease Agreement is signed, the Lessee will immediately have right to enter the Aluminij Premises described in this Agreement to analyse current condition or any other activity necessary for condition assesment or business planning, with the condition that assets and machines that are the subject of the lease cannot be used for their regular production purpose without the consent of the Lessor until this Agreement comes into force as per Article 11 of this Agreement. For the avoidance of doubt only when Article 11 clauses are completed to the satisfaction of the Contracting Parties will Lessee be obligated to pay Leasing fee and expenses. Until such time, Lessee will have right to enter the Cast House for zero charge.

### **Article 3 (Time and conditions of lease)**

This Agreement is concluded for the period of 15 years, with a Lessee only option to extend the lease for an additional 15 (fifteen) years. The first 15 years period is divided as follows:

1. Two (2) years, as the first time period,
2. Three (3) years, as the second time period,
3. Ten (10) years, as the third time period, and

with the following obligations of the Lessee:

- a) The Lessee undertakes, as soon as the Lease Agreement comes into force, according to the Article 11, point a), b) and c) of this Agreement, to start the employment of at least 80 Lessor employees, within 60 days of entry into force of this Lease Agreement.
- b) Initiate production of the Cast House unit of the Lessor within 90 days of entry into force of this Lease Agreement, according to Article 11, point a), b) and c) of this Agreement and subject to Leased assets being in working condition as Lessor's obligation per Article 2 of this Agreement.
- c) Employ minimum of additional 90 employees within 60 days from the time the Cast House unit production starts.

- d) Zaposliti minimalno 50 dodatnih radnika unutar 12 mjeseci otkad pogon Ljevaonice bude u punom proizvodnom pogonu.
- e) Zakupnik će uredno i blagovremeno izvršavati sve obaveze prema radnicima Zakupodavca, sve sukladno propisima Federacije Bosne i Hercegovine. Zakupnik će nastojati da osigura da prosječna neto plaća radnika iznosi 1.500,00 KM (slovima: tisuću i pet stotina konvertibilnih maraka). U slučaju da se odmah ne može osigurati prosječna plaća od 1.500,00 BAM, Zakupnik se obvezuje da osigura minimalnu plaću za puno radno vrijeme od 1.100,00 KM neto.
- d) Employ minimum of additional 50 employees within 12 (twelve) months of the Cast House reaching full capacity of production.
- e) The Lessee shall make regular payments and fulfil all obligations towards the Lessor employees, all in accordance with the regulations of the Federation of Bosnia and Herzegovina. The Lessee shall try to ensure that the average net salary of the employees is 1.500,00 BAM (one thousand and five hundred convertible marks). If the level of average salary (1.500,00 BAM) will not be achieved immediately, Lessee undertakes to ensure the minimum full time job salary in the factory will be 1.100,00 BAM net.

Ugovorne strane su suglasne da će Zakupodavac dostaviti listu bivših radnika Zakupodavca s relevantnim podacima, a Zakupnik se obvezuje da će prvo pozvati pisanim putem radnike Zakupodavca koji su bili zaposleni u proizvodnim pogonima i kojima je otkazan ugovor radu kao tehnološki višak i koji su prijavljeni na Kantonalnim Zavodima za zapošljavanje, te njima prvo ponuditi zaključenje ugovora o radu za radnike, za sve one koji ispunjavaju posebne i opće uvjete za zaposlenje i koji ispunjavaju potrebe Zakupnika u tom konkretnom periodu.

The Contracting Parties agree that the Lessor shall provide a list of all former Lessor employees with all relevant information and the Lessee obliges to first invite in written form employees of the Lessor who worked in the production units, whose employment contracts were terminated as technological redundancy and who have now been registered in the Cantonal Employment Department and shall first offer employment contracts to all those who meet special and general conditions for employment and meet the Lessee's needs on that specific time.

Na zahtjev Zakupodavca, Zakupnik će dostaviti dokaze i sve informacije o ispunjavanju obveza iz ovog članka 3.

At the request of the Lessor, the Lessee shall deliver all proofs and information on fulfilment of the obligation from this Article (3).

Ugovorne strane su suglasne da u slučaju da Zakupnik započne proces diverzifikacije rasta/ ili želi započeti sa novom proizvodnjom, ili novim poslovnim aktivnostima, uključujući, ali ne ograničavajući te aktivnosti na industrije koje su nove za Zakupodavca, na ili bilo kojoj lokaciji koja nije lokacija Zakupodavca, a to nisu bili prethodni poslovi Zakupodavca, kao što je proizvodnja ili poslovne aktivnosti koje zahtijevaju osoblje koje je stručno i koje ima iskustvo, a koje iskustvo ne posjeduju bivši radnici Zakupodavca, u tom slučaju Zakupnik ima pravo pozvati potencijalne nove radnike koji nisu bili radnici Zakupodavca a koji imaju iskustvo i stručnost da rade u tom novom području i koji ispunjavaju uvjete za nove procese, operacije i poslovne aktivnosti te im stoga Zakupnik može ponuditi ugovore o radu.

Contracting Parties agree, that in case the Lessee initiates diversification growth process and/ or wishes to operate new production growth processes, or new business activities, including but not limited to activities in industries new to the Lessor and/ or any location that is not the location of the Lessor, which have not been a part of the Lessor's previous operations, manufacturing or business activities and which require personnel with expertise and experience that is not within the scope of the former Lessor employees' expertise and experience, Lessee has the right to invite potential new employees who have not been previously employed by the Lessor, but are equipped with the new specific expertise and experience required and can meet the needs of such new processes, operations or other business activity, and offer them an employment contract. Apart from Lessee's senior management and any employees of the Lessee/Lessee's international partners as well as any new employees hired for the purpose of promoting diversification growth process and/ or new production processes and/ or new business activities as described in the above paragraph of Article 3 of this Lease Agreement, all employees who are not former Lessor employees, will be hired by the Lessee only if the invited former Lessor employees have not accepted this invitation or have not accepted the Employment Contracts offered to them.

Osim Uprave Zakupnika, i bilo kojih drugih radnika koji su dio Zakupnikovih međunarodnih partnera, kao i bilo kojih drugih novih radnika koji će se zaposliti u svrhu promicanja procesa rasta i unaprijeđenja u novim poslovnim aktivnostima Zakupnika, kako je opisano u prethodnom stavku ovog članka 3 ovog Ugovora o zakupu, svi radnici koji nisu bivši radnici Zakupodavca će biti uposleni od strane Zakupnika samo ako bivši pozvani radnici Zakupodavca ne prihvate taj poziv ili odbiju ugovor o radu koji im je ponuđen.

#### **Članak 4**

Ugovorne strane ugovaraju i suglasno utvrđuju, u slučaju da Zakupnik ispunji sve uvjete iz Članka 3. ovog Ugovora, Ugovor o zakupu se automatski produžuje na drugo vremensko razdoblje od 3 (tri) godine Ugovora o zakupu, članak 3. toč. 2. ovog Ugovora (3 godine).

#### **Članak 5**

U slučaju ispunjenja ugovorenih obveza iz Članka 4. ovog Ugovora, Zakupnik se obvezuje u razdoblju trajanja drugoga razdoblja iz čl. 3. toč. 2 ovog Ugovora (3 godine) pokrenuti postupke u svrhu ishođenja potrebnih dozvola za izgradnju solarnih, plinskih i vjetroelektrana instalirane snage do 30 MW po elektrani.

#### **Članak 6**

Ugovorne strane su suglasne da u slučaju da Zakupnik ishodi sve potrebne dozvole, te ispunji sve uvjete iz gore navedenih Članaka 3., 4. i 5. ovog Ugovora, Zakupniku će se automatizmom produžiti ugovor na treći vremenski period iz članka 3. toč. 3. ovog Ugovora (10 godina).

U slučaju da Zakupnik ne ishodi sve potrebne dozvole iz Članka 5. ovog Ugovora, a pritom ispunji sve obveze Zakupnika iz Članka 3. točaka a), b), c), d) i e) ovog Ugovora, Ugovor će se automatizmom produžiti na treći vremenski period iz članka 3. ovog Ugovora u trajanju od 10 godina pod uvjetom da se u Ljevaonici zaposli dodatnih minimalno 90 radnika u trećem vremenskom periodu i Zakupnik će nastaviti proceduru ishođenja dozvola navedenih u Članku 5. ovog Ugovora.

#### **Članak 7 (Pokretanje pogona anoda i elektrolize)**

Na zahtjev Zakupnika, Zakupodavac se obvezuje pokrenuti sve procedure i započeti ekskluzivne pregovore s Zakupnikom s ciljem reaktiviranja pogona anoda i elektrolize Zakupodavca od strane Zakupnika. U slučaju ponovnog aktiviranja pogona anode i elektrolize, tj. da su ispunjene u cijelosti obveze iz članka 3. ovog ugovora, zatim uspješnog rada Ljevaonice u punom pogonu, Zakupnik uzima obvezu zaposliti minimalno 700 radnika u skladu sa trogodišnjim programom ponovnog pokretanja pogona elektrolize, a s nastojanjem zapošljavanja ukupno 900 radnika koji će biti raspoređeni u svim proizvodnim pogonima.

Zakupodavac shvaća da će sve ovo biti sukladno

#### **Article 4**

Contracting Parties agree accordingly, in the case that the Lessee meets all of the obligations defined in the Article 3 of this Agreement, the Lease Agreement is automatically prolonged to the 3 (three)-year second time period of the Lease Agreement, Article 3, point 2 of this Agreement (3 years).

#### **Article 5**

In the case all contracting obligations described in Article 4 of this Agreement are met, the Lessee undertakes during the second lease period defined in Article 3, point 2 of this Agreement (3 years), to apply for necessary permits for building either a solar, gas or wind power plants with installed power up to 30 MW per plant.

#### **Article 6**

Contracting Parties hereby agree that if the Lessee is granted all necessary permits and meets all conditions in fore-described Articles 3, 4 and 5 of this Agreement, the Lessee would gain automatic renewal of the Agreement to the third time period defined in the Article 3, point 3 of this Agreement (10 years).

In the case that the Lessee does not obtain all the necessary permits mentioned in Article 5 of this Agreement, but does meet Lessee's obligations defined in the Article 3, points a), b), c), d) and e) of this Agreement, the Agreement shall be automatically extended for the third time period with duration of 10 years under condition to hire additional minimum of 90 employees to work in the Cast House during the third lease period and the Lessee shall continue to pursue the permits described in Article 5 of this Agreement.

#### **Article 7 (Anode and Electrolyses plants re-activation)**

At the request of the Lessee, the Lessor is obliged to initiate the procedures and to enter exclusive discussions with the Lessee with respect to the reactivating of Lessor's Anode and Electrolyses Plants by the Lessee. In the case that the Anode and Electrolyses Plants are reactivated, and when the Cast House unit operates at full production capacity, and that all obligations from the Article 3 of this Agreement were fully met, the Lessee commits to employ minimum of 700 employees according to the 3 year electrolysis reactivation program, and undertakes to do the utmost to hire a total of 900 employees across all production plants.

zahtjevima tvornice i vremenskim rokovima koji su potrebiti kako bi se program popravke i planiranih radova izvršio u dogovorenom roku i poslovnom planu i pod istim uvjetima koji su definirani Člankom 3. točka e) ovog Ugovora.

Ugovorne strane ugovaraju da će u slučaju pokretanja pogona anode i elektrolize Zakupodavca, dodatna mjesečna zakupnina u iznosu od 45.000,00 KM biti plaćana, što ukupno iznosi za sve proizvodne pogone Zakupodavca Aluminijske tvornice 75.000,00 KM mjesečno, bez PDV-a.

Zakupnina ovdje definirana je podložna PDV iznosu.

### **Članak 8 (Nastavak suradnje)**

Nakon isteka prvih 15 (petnaest) godina zakupa, Zakupniku će biti omogućeno ekskluzivno pravo da se zakup produži na dodatno vremensko razdoblje od 15 godina, tako da ukupno razdoblje zakupa iznosi 30 (trideset) godina.

Zakupnik se obvezuje da će u roku do 6 (šest) mjeseci, i ne kasnije od 3 mjeseca prije isteka početnog razdoblja od 15 godina zakupa, dostaviti Zakupodavcu obavijest o namjeri da se nastavi zakup na dodatnih 15 godina. Takva obavijest će biti u pisanom obliku.

Zakupnina u drugom razdoblju petnaestogodišnjeg zakupa za pogon Ljevaonice će biti fiksni iznos od 50.000,00 KM mjesečno, bez PDV-a, a u slučaju da je Zakupnik zakupio i pogone Anoda i Elektrolize, mjesečna zakupnina za sva tri proizvodna pogona (Ljevaonica, Elektroliza i Anoda) će biti fiksni iznos od 75.000,00 KM, uvećano za PDV.

### **Članak 9 (Rješavanje nesporazuma)**

U slučaju da među Ugovornim stranama postoji spor u vezi ispunjenja obveza iz ovog Ugovora, Ugovorne strane dogovaraju da će na spornu okolnost zajednički imenovati ovlaštenog medijatora kako bi se riješilo to sporno pitanje u roku od 30 dana.

Troškove neovisnog stručnog tima u cijelosti će snositi ona Ugovorna strana koja predlaže da se utvrde sporne okolnosti.

The Lessor acknowledges that this will be according to the factory's requirements and timeline, as per the repair program and capex scheduled works to be presented at such agreed time in a business plan and under the same conditions defined in the Article 3, point e) of this Agreement.

The Contracting Parties agree that in the case of the Lessor's Anode and Electrolyses Plants are activated, then a monthly leasing fee of an additional 45.000,00 BAM would be paid, for the additional 2 (two) production units of the Lessor, with total leasing fee for the entire Aluminijska Factory complex being 75.000,00 BAM per month, not including VAT.

The leasing fee defined herein is exclusive of VAT.

### **Article 8 (Continuation of the Cooperation)**

The Lessee is granted a Lessee only option and has the exclusive right to extend the lease for an additional period of 15 (fifteen) years, for a total of 30 years.

The Lessee obliges that within 6 months and no later than 3 months prior to expiration of the initial 15 years term, Lessee shall give notice to the Lessor about Lessee's intention to continue the lease period for the additional 15 years. Such notice is to be given in writing.

The leasing fee during the second 15 year lease period for the Cast House unit will be the fixed amount of 50.000,00 BAM per month, not including VAT, and in the case that the Lessee is leasing Anode and Electrolyses Plants, the monthly leasing fee of all three production units (Cast House, Anode and Electrolyses) will be the fixed amount of 75.000,00 BAM, not including VAT.

### **Article 9 (Dispute Resolution)**

In the case that a dispute between the Contracting Parties occurs, related to fulfilling the obligations of this Agreement, the Contracting Parties agree that they will seek mediation from the mutually agreed mediator to resolve and handle such dispute within a period of 30 days.

The costs of independent expert team will be completely assumed by the Contracting Party which has brought forward the issue of dispute.

**Članak 10  
(Zakupnina)**

Ugovorne strane suglasno utvrđuju da će Zakupnik plaćati Zakupodavcu mjesečnu zakupninu u iznosu od **30.000,00 KM**, (slovima: trideset tisuća konvertibilnih maraka), Definirana zakupnina ne uključuje PDV.

Zakupnik se obvezuje zakupninu plaćati za svaki mjesec na račun Zakupodavca i to putem transakcijskog računa br. \_\_\_\_\_ otvoren kod \_\_\_\_\_ Bank d.d.

**Članak 11  
(Stupanje na snagu Ugovora)**

Ugovorne strane suglasno utvrđuju da su pokretne i nekretnine opisane u čl. 2. ovog Ugovora pod upisanim zalogom / zabilježbe ovrhe vjerovnika i tražitelja ovrhe u nadležnim evidencijama, te Ugovorne strane suglasno izjavljuju da će ovaj Ugovor stupiti na snagu i početi se primjenjivati kada se kumulativno ispune sljedeći uvjeti iz ovog Članka 11:

a) **kada se pribavi pisana suglasnost od svih vjerovnika** i da vjerovnici koji imaju upisano založno pravo na stvarima iz Članka 2. ovog Ugovora neće pobijati ovaj ugovor iz bilo kojih razloga. Ugovorne strane prilikom dostavljanja zahtjeva za izdavanje suglasnosti obvezuju dostaviti založnim vjerovnicima ovaj Ugovor;

b) **kada se zakluče sporazumi / memorandumima o zajedničkoj suradnji s nadležnim tijelima** (relevantnim Institucijama Bosne i Hercegovine, Federacije Bosne i Hercegovine, Hercegovačko-neretvanske Županije), iz kojih sporazuma proizlazi spremnost istih institucija da će pružati punu podršku, sukladno zakonskim propisima, u smislu poticanja i podrške pri zapošljavanju radnika Zakupodavca, kao i svih beneficija koje je imao i Zakupodavac za vrijeme rada proizvodnih pogona Zakupodavca.

c) **kada se izvrši obveza iz Članka 2. ovog Ugovora i kada se Dodatak D pripremi i potpiše** od strane Ugovornih strana (utvrđenje činjeničnog stanja imovine Zakupodavca vezano za upotrebljivost i funkcionalnost pokretnih stvari koja su predmet zakupa).

Ugovorne strane su suglasne da krajnji rok za ispunjenje uvjeta opisanih u točkama a), b) i c) ovog Članka 11 iznosi 90 dana, s opcijom produljenja za dodatnih 90 dana u slučaju da nisu okončani pregovori s gore navedenim institucijama iz ovog članka 11.

Ugovorne strane će uložiti zajedničke napore na žurnom

**Article 10  
(Leasing fee)**

The Contracting Parties agree that the Lessee shall be paying to the Lessor monthly leasing fee in the amount of **30.000,00 BAM** (thirty thousand convertible marks). The leasing fee defined herein does not include VAT.

Lessee commits to pay leasing fee for each month to the Lessor's bank account, via bank account of the Lessor number \_\_\_\_\_, opened with \_\_\_\_\_ Bank.

**Article 11  
(Entrance into force of the Agreement)**

The Contracting Parties agree and define accordingly that real estate and movable assets described in Article 2 are under registered lien / seizure of creditors in the authorised Record Books, and Contracting Parties accordingly state that this Agreement shall come into force when the following conditions of this Article 11 are cumulatively met:

a) **when there is non-dispute written statement obtained from all the creditors** and the creditors who have entered liens on all assets described in Article 2 of this Agreement, shall not dispute this Agreement for any reason. The Contracting Parties are obliged to deliver this Agreement to the creditors together with delivering request for the non-dispute written statement aforesaid.

b) **when the agreements and memos on common cooperation with the competent authorities are concluded** (relevant Institutions of Bosnia and Herzegovina, Federation of Bosnia and Herzegovina, Herzegovina Neretva Canton). These agreements will reflect readiness of all above institutions to provide full support, according to legal regulations, for stipulation and support in employment of the Lessor's employees, all benefits the Lessor had during the time of operational process of production units of the Lessor.

c) **When the obligation from Article 2. of this Agreement is fulfilled and Annex D is prepared and signed** by the Contracting Parties (to verify and identify actual state of Lessor's assets that are the subject of the lease, functionality and operational usage of movable assets).

The Contracting Parties agree that the final deadline for meeting the conditions set out in points a), b), c) of this Article 11 is 90 days, with the option of extension for additional 90 days in the case negotiations have not been finalised with the above mentioned institutions from this Article 11.

The Contracting Parties shall invest common efforts in

pribavljanju suglasnosti od svih založnih vjerovnika i sporazuma o zajedničkoj suradnji s nadležnim tijelima kako je gore već opisano.

### **Članak 12**

Zakupnik će imati pravo da se, u bilo koje vrijeme za vrijeme trajanja zakupa, obrati Zakupodavcu u cilju stjecanja vlasništva na imovini, dijelu imovine zakupodavca, ili nekog drugog prava, a Zakupodavac se obvezuje da će stupiti u pregovore s Zakupnikom, u slučaju da postoji volja da se zaključi kupoprodajni ugovor ili bilo kakav drugi ugovor s ciljem postizanja dogovora oko eventualne kupoprodaje imovine ili dijela imovine Zakupodavca ili nekog drugog prava.

U slučaju da se Zakupodavcu obrate treće osobe radi zakupa, najam, kupovine ili bilo kakvog drugog otuđenja bilo kojeg dijela imovine Zakupodavca koja nije data Zakupniku u zakup (proizvodnja i prerada aluminijske) tj. proizvodnih pogona i njima pripadajućih pokretnih ili nepokretnih stvari, Zakupodavac se obvezuje odmah obavijestiti Zakupnika i ponuditi Zakupniku, shodno i pravu prvenstva koje Zakupnik ima, mogućnost zakupa, najma kupovine pod istim uvjetima kao i trećim osobama.

U slučaju ispunjenja uvjeta iz čl. 8. ovog Ugovora i nastavi se zakup na dodatnih 15 godina, sve obveze Zakupodavca definirane ovim Člankom 12 ostaju na snazi.

### **Članak 13 (Održavanje predmeta Zakupa)**

Zakupnik se obvezuje da će osigurati sve troškove osiguranja objekata i opreme imovine koja je predmet zakupa. Zakupnik se obvezuje preuzeti i redovito održavanje i opravku strojeva, plaćati troškove komunalija, režija, kao i cjelokupne proizvodne imovine i opreme Zakupodavca koja je predmet zakupa. U odnosu na stvari koje se upotrebljavaju i koriste a nisu predmet zakupa (zajedničke stvari), Zakupnik će snositi troškove održavanja, opravke, komunalija i režija razmjerno svom učešću u upotrebi istih stvari.

Zakupnik ne može bez izričite suglasnosti Zakupodavca pokretne stvari definirane Člankom 2. ovog Ugovora premještati na druge lokacije izvan područja predmeta Zakupa, osim pokretnina kao što su kamioni, radni strojevi i vozila koje su potrebne za redovit rad i proces proizvodnje predmeta zakupa.

promptly obtaining written non-dispute statements from all the creditors and agreements on common cooperation with all relevant authorities aforesaid.

### **Article 12**

The Contracting Parties agree that Lessee shall have the right to submit at any moment a request to the Lessor, with the purpose of obtaining the ownership over assets or part of the assets of the Lessor or any other right, while the Lessor obliges to initiate negotiations with the Lessee, if there is will to conclude Purchase and Sale Contract or any other Agreement regarding the purchase and sale of the assets or part of the assets of the Lessor.

In the case the Lessor is approached by any third party for the purpose of leasing, renting, purchasing or any other purpose over any part of the property of the Lessor that is not leased to the Lessee, the Lessor is obliged to immediately notify the Lessee and to offer Lessee, under Lessee's pre-emptive rights, the option to rent, lease or buy under the same conditions as offered by the third party.

If conditions from Article 8 of this Agreement are met and the lease is extended to the additional 15 years, the obligation of the Lessor as defined in this Article (12) will remain in force.

### **Article 13 (Maintenance of the Subject of the Lease)**

The Lessee obliges to insure and carry out maintenance as required on the leased production assets. The Lessee obliges to repair machinery that has been damaged by the Lessee, pay its utility bills and maintain in good working order the production assets, machinery and devices equipment of the Lessor, which are part of this Lease Agreement. In regards to the assets used and are not subject of the lease (common assets), the Lessee shall bear the expenses of maintenance, repair, utility expenses in proportion to how they were used by the Lessee.

The Lessee cannot move movable assets described in Article 2 of this Agreement, (except for movable assets such as trucks, working machines and vehicles necessary for the operations and production process of the subject of lease) to other locations outside those defined in the subject of the Lease without specific consent of the Lessor.



## **Članak 14**

Zakupnik je odgovoran za uništenje, oštećenje ili gubitak zakupljene opreme bez obzira na razloge nastanka tih okolnosti, osim kada se radi o višoj sili, te se obvezuje o navedenim okolnostima bez odgađanja obavijestiti Zakupodavca i popraviti pričinjenu štetu Zakupodavca.

Zakupodavac nije obvezan popraviti štetu u slučaju više sile.

Zakupnik će imati pravo da osigura stvari i imovinu koja je predmet zakupa kod osiguravajućeg društva uz prethodnu suglasnost Zakupodavca.

U cilju izbjegavanja bilo kakve dvojbe, Ugovorne strane su suglasne da je Zakupnik odgovoran popraviti samo one strojeve koji su bili u dobrom radnom stanju na početku zakupa i da bi se izbjegla bilo kakva dvojba, bilo kakva nova oprema, uređaji ili imovina koje stekne Zakupnik će ostati u vlasništvu Zakupnika, a u slučaju prestanka i raskida Ugovora, Zakupnik zadržava pravo da navedene pokretne stvari premjesti na svoje odredište (odnese sa sobom/proda), te one ostaju njegova imovina i vlasništvo i kao takve on može s njima raspolagati ili ih dati nekoj trećoj strani po svojoj volji u bilo kojem trenutku.

## **Članak 15 (Podzakup)**

Zakupnik može zakupljenu stvar ili dio stvari dati u zakup drugome (podzakup) ili po nekom drugom osnovu stvar predati na upotrebu, ali samo pod uvjetom da su podzakupci društva u kojima Zakupnik, njegovi članovi uprave i/ili vlasnici Zakupnika imaju vlasničke udjele, ili da se radi o povezanim društvima sa zakupnikom, u suprotnom Zakupnik ne može bez pisane suglasnosti Zakupodavca, zakupljenu stvar, ili dio stvari dati u zakup drugome (podzakup) ili po nekom drugom osnovu predati stvar na upotrebu.

Podzakup će prestati u svakom slučaju kada prestane zakup.

## **Članak 16 (Intelektualno vlasništvo )**

Ugovorne strane su suglasne da:

- a) sva prava na žig, logo, trgovačko ime, ime marke, ili bilo kakav drugi kodeks koji je vezan za Zakupodavca, ili bilo koje drugo intelektualno vlasništvo koje je tokom trajanja zakupa razvio Zakupnik a odnosi se na predmet Zakupa, Zakupnik ima isključivo pravo korištenja u komercijalne svrhe dokle god je ovaj ugovor aktivan. Da bi se izbjegla bilo kakva dvojba, intelektualno vlasništvo koje je tokom trajanja zakupa razvio Zakupnik je

## **Article 14**

The Lessee is responsible for any damage, destruction or loss of leased equipment, no matter what are the reasons for those circumstances (other than force majeure), and the Lessee commits to inform the Lessor about these circumstances, without any delay, as well as to repair the damage caused.

The Lessor is not obliged to repair the damage in case of force majeure.

The Lessee will have the right to insure the things and property that is the subject of the lease with the insurance company with the prior consent of the Lessor.

For the avoidance of any doubt, the Contracting Parties agree that the Lessee shall only be held responsible to repair machinery that was in good working condition at the beginning of the lease. For the avoidance of any doubt, any new equipment, machinery or assets that are acquired by the Lessee will remain the property of the Lessee and can be removed/ relocated/ taken/ sold by the Lessee or by/ to any third party and at the Lessee's consent at any time.

## **Article 15 (Sublease)**

The Lessee can sublease a leased asset (or part of it) in lease to another party (sub-lease), or allow it to be used on other grounds, but only under the condition that sub-lessees are companies where Lessee, its board members and/or owners have ownership shares or are companies related to the Lessee, otherwise the Lessee cannot sublease subject of the lease without the written approval of the Lessor, nor its part to be used at any other grounds.

Sublease will cease in any case when lease is ceased.

## **Article 16 Intellectual Property (IP)**

Contracting Parties acknowledge and agree that

- a) all trademarks, Logos, trade names and trade dress used in connection with the Lessor and all other forms of intellectual property developed during the Lease term by the Lessee, or any other intellectual property of the Lessor, the Lessee has the exclusive right to use for commercial purposes as long as this contract is active. To avoid any doubt, intellectual property

isključivo vlasništvo Zakupnika.

- b) Zakupnik i/ili sa njim povezana lica ili druga osoba ovlaštena od strane Zakupnika mogu, prenijeti, ili na bilo koji drugi način koristiti, modificirati, ili prestati koristiti intelektualno vlasništvo Zakupnika.
- c) Zakupodavac neće imati pravo na Zakupnikovo intelektualno vlasništvo.
- d) Zakupodavac neće osporavati, žaliti se ili na bilo koji način osporavati ili dovoditi u pitanje prava Zakupnika koja se odnose na njegovu isključivo pravo intelektualnog vlasništva.
- e) Zakupnik može otkloniti ili na bilo koji način raspolagati s intelektualnim vlasništvom koje je predmet zakupa, sve do kraja razdoblja zakupa ili može modificirati predmet zakupa na kraju razdoblja tako da Zakupodavac ili bilo koji drugi novi zakupnik koji koristi imovinu Zakupodavca, neće biti ovlašten da koristi intelektualno vlasništvo Zakupnika.

Intelektualno vlasništvo uključuje isključivo pravo korištenja licenci softvera koji je neophodan za ispravan rad predmeta zakupa, puni pristup svim elektronskim i ne-elektronskim bazama podataka, puni pristup kompjuterskoj mreži, uključujući pristup svim informacijama koji se nalaze na bilo kojoj vanjskoj ili unutarnjoj Internet platformi, bilo da je u vidu da se radi o internetskoj platforme ili u vidu podataka koji se nalaze na diskovima. Bilo koje lozinke ili korisnička imena za domene internetskih stranica, email računi će se dati na korištenje Zakupniku nakon što se potpiše ovaj ugovor. Zakupnik se obavezuje koristiti podatke sukladno GDPR standardima te sačiniti i ugovor o povjerljivosti sa Zakupodavcem na zahtjev Zakupodavca.

### **Članak 17 (Primjena propisa)**

Ugovorne strane su suglasne da će se na sve ostale odnose nastale u svezi s ovim Ugovorom, a koji nisu regulirani ovim Ugovorom, primjenjivati odredbe važećeg Zakona o obveznim odnosima, Zakona o zakupu poslovnih zgrada i prostorija i drugi pozitivni propisi Bosne i Hercegovine.

Zakupodavac ne može raskinuti ili otkazati ovaj Ugovor bez opravdanog razloga, i bez provođenja postupka iz Članka 9. ovog Ugovora.

developed by the Lessee during the lease term is the sole property of the Lessee.

- b) Lessee and/or any other Subsidiaries and authorised persons may, transfer, convey or otherwise dispose of, modify, use or discontinue use of Lessee's Intellectual Property in their sole discretion,
- c) Lessor shall have no rights in or to Lessee's Intellectual Property,
- d) Lessor shall not use or claim any rights in or to, or challenge, contest or otherwise interfere with Lessee's sole and exclusive ownership of, Lessee's Intellectual Property and
- e) Lessee may remove or otherwise dispose of Lessee's Intellectual Property from the Leased Property at the end of the Lease Term, or may modify the Leased Property at the end of the Term such that Lessor or any successor tenant's use of the Lessor Property does not infringe upon Lessee's ownership of Lessee's Intellectual Property.

IP will include the exclusive right to use the software licenses necessary for the proper operation of the leased assets, full access to all electronic and non-electronic databases, full access to Lessor's computer networks including access to files stored on any cloud or external Internet platform. Any Logins and Passwords to Internet domains, internet website, email accounts will be provided to Lessee upon signing this Agreement. The Lessee undertakes to use the data in accordance with GDPR standards and to make a confidentiality agreement with the Lessor at the request of the Lessor.

### **Article 17 (Application of regulations)**

The Contracting Parties agree that on all other matters relevant to the subject of this Agreement, but that have not been defined in this Agreement, shall be applicable to the valid Law on Obligations, Law on Lease of Commercial Buildings and Premises and all other positive regulations of Bosnia and Herzegovina.

The Lessor cannot terminate or cancel this Agreement without justified cause and without acting upon procedures defined in the Article 9 of this Agreement.

**Članak 18  
(Rješavanje sporova)**

Ugovorne strane će sve sporove rješavati mirnim putem i u skladu s odredbama Članka 9 ovog Ugovora (rješavanje nesporazuma), a u slučaju da se spor ne riješi mirnim putem, Ugovorne strane suglasno ugovaraju da će se spor riješiti putem arbitraže Međunarodnog Londonskog suda za arbitražu (LCIA), po pravilima ovog Suda, a čije odluke će biti obvezujuće za obje Ugovorne strane.

U slučaju bilo kakvog spora u pogledu tumačenja jezika, prevagu će imati engleska verzija teksta ovog Ugovora.

**Članak 19**

Ovaj ugovor sastavljen je u četiri istovjetna primjerka, od kojih svaka strana zadržava po dva primjeraka s tim da će se ovjerene kopije primjeraka ovog Ugovora dostaviti uz zahtjev za izdavanje suglasnosti založnim vjerovnicima, sukladno članku 11. točka a) ovog Ugovora.

**Article 18  
(Dispute resolution)**

Contracting Parties will resolve any disputes in peace and in accordance with the provision of Article 9 (Dispute Resolution) of this Agreement, and in the case disputes are not resolved in peace, the Contracting Parties mutually agree that the dispute will be handled by the London Court of International Arbitration (LCIA), according to its rules with its decisions being binding for both Contracting Parties.

In the event of any dispute regarding the interpretation of the languages, the English version of this document shall prevail.

**Article 19**

This agreement is made in four original copies, two of which are being held by each party, and the certified copies of this Agreement shall be delivered to the creditors, along with the request for their non - dispute written statement according to Article 11, a) of this Agreement.

**LESSOR / ZAKUPODAVAC:**

\_\_\_\_\_  
Aluminij d.d. Mostar

**i / and**

**LESSEE / ZAKUPNIK:**

\_\_\_\_\_  
Amir Gross Kabiri  
Aluminij Industries d.o.o. Mostar

**LESSOR / ZAKUPODAVAC:**

\_\_\_\_\_  
Aluminij d.d. Mostar

**i / and**

**LESSEE / ZAKUPNIK:**

\_\_\_\_\_  
Amir Gross Kabiri  
Aluminij Industries d.o.o. Mostar

**LESSOR / ZAKUPODAVAC:**

\_\_\_\_\_  
Aluminij d.d. Mostar

**i / and**

**LESSEE / ZAKUPNIK:**

---

Amir Gross Kabiri  
Aluminij Industries d.o.o. Mostar

**ANNEX A  
TO BE ADDED**

**ANNEX B  
TO BE ADDED**

**ANNEX C  
TO BE ADDED**

**ANNEX D  
TO BE ADDED**