

**PUBLIC CALL FOR THE LEASE OF  
COMMERCIAL PREMISES IN TERMINAL B OF  
SARAJEVO INTERNATIONAL AIRPORT**





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## 1. GENERAL INFORMATION

*Sarajevo International Airport* (IATA: SJJ, ICAO: LQSA) with its headquarters in Butmir, Sarajevo is the main and the largest airport in Bosnia and Herzegovina. The Airport is located about 8 kilometres from the centre of Sarajevo.

Taking a year 2025 as a point of reference with 2.226.692 transported passengers and 19.671 flight operations, Sarajevo International Airport confirms its status as the largest airport in Bosnia and Herzegovina. A month of August 2025 with 311,827 passengers handled, was recorded to be a record-breaking month with the highest figures since the founding of the Airport. The Airport Sarajevo is owned by the Federation of Bosnia and Herzegovina.



—	2024	2025
MONTH	TRANSPORTED PASSENGERS	TRANSPORTED PASSENGERS
JANUARY	77.454	116.283
FEBRUARY	75.112	105.463
MARCH	82.926	112.056
APRIL	133.822	185.911
MAY	151.152	197.260
JUNE	202.515	230.771
JULY	269.161	292.574
AUGUST	258.999	311.827
SEPTEMBER	188.040	221.966
OCTOBER	148.402	181.426
NOVEMBER	123.146	137.953
DECEMBER	111.033	133.202
<b>TOTAL</b>	<b>1.821.762</b>	<b>2.226.692</b>



<b>Contracting Authority Data</b>	PC Sarajevo International Airport LLC 36 Kurt Schork Street 71210 Ilidža-Sarajevo Bosnia and Herzegovina
<b>Identification Number</b>	4200068970001
<b>Contact Persons on behalf of the Lessor</b>	Adnan Ademović Emina Šehović tel.: +387 33 289 207 tel.: +387 33 289 139 <a href="mailto:aademovic@sarajevo-airport.ba">aademovic@sarajevo-airport.ba</a> <a href="mailto:emina.sehovic@sarajevo-airport.ba">emina.sehovic@sarajevo-airport.ba</a>
<b>Deadline for Submission of Tenders</b>	22 May 2026 until 12:00
<b>Location for Submission of Tenders</b>	PC Sarajevo International Airport LLC, Sarajevo, 36, Kurt Schork Street, 71210 Sarajevo – Registry Office – Administration Building
<b>Date and Time for Public Opening of Tenders</b>	22 May 2026 at 12:30
<b>Place for Public Opening of Tenders</b>	Conference Room, Administration Building

## 2. SUBJECT OF THE CALL FOR SUBMISSION OF TENDERS

A subject of the call for the submission of tenders is:

### 1. PUBLIC CALL FOR THE LEASE OF COMMERCIAL PREMISES IN TERMINAL 'B' OF SARAJEVO INTERNATIONAL AIRPORT ON THE SECOND FLOOR

A total surface area of 645,23m<sup>2</sup> is comprised of the following business premises:

- UP 2.1.
  - Business Premises „Restaurant“, surface area of 319,27 m<sup>2</sup>
  - Business Premises „Kitchen“, surface area of 129,90 m<sup>2</sup>
  - Business Premises „Utility Rooms“, surface area of 88,50 m<sup>2</sup>
- UP 2.2.
  - Business Premises „Coffee Bar“, surface area of 107,56 m<sup>2</sup>

A contract is to be concluded for a period that cannot be shorter than 5 (five) years, with an option for the contract renewal for an additional period of 5 (five) years.

### 2. LEASE OF COMMERCIAL PREMISES FOR SERVICE ACTIVITIES IN THE SECURITY RESTRICTIVE AREA OF THE TERMINAL OF SARAJEVO INTERNATIONAL AIRPORT ON THE FIRST FLOOR - R1029 and R1030

A total surface area of 89,60m<sup>2</sup> is comprised of the following business premises which are in the area behind the passport control:

- Business Premises R1029, surface area of 75,00m<sup>2</sup>
- Business Premises R1030, surface area of 14,60m<sup>2</sup>



A contract is to be concluded for a period that cannot be shorter than 2 (two) years, with an option for the contract renewal for an additional period, what shall be negotiated between the parties in the last year of the lease.

### **3. LEASE OF COMMERCIAL PREMISES FOR RETAIL ACTIVITIES IN THE TERMINAL B OF SARAJEVO INTERNATIONAL AIRPORT ON THE FIRST FLOOR – R1045**

- **Business Premises R1045, surface area of 33,39m<sup>2</sup>**

A contract is to be concluded for a period that cannot be shorter than 2 (two) years, with an option for the contract renewal for an additional period, what shall be negotiated between the parties in the last year of the lease.

Note: The business premises subject to this call are leased without inventory, i.e. without furniture and equipment.

A visit to the premises shall be organized for **29 April 2026 at 10,00 o'clock**, so that the tenderers can get acquainted with the conditions and the premises subject to the lease, with the possibility of subsequent site visits. All parties interested in visiting the premises are required to send an announcement 24 hours in advance via the following link: <https://sarajevo-airport.ba/Najave> (website of the Company, section *Services/Request for a Movement Permit*).

Meeting point before the visit - Terminal B, Information Desk.

## **3. TENDER EVALUATION**

### **3.1. Tender Evaluation - Contract for the Lease of Catering Facilities**

The most favourable tender shall be the one that gets the highest total number of points, according to the following criteria:

- monthly lease amount – 80 points
- additional quality of the catering offer – 20 points

Maximum number of points: 100 points.

- a) monthly lease amount (80 points) - B1

B1 includes a fixed amount (BF) and a variable amount (BV)

BF – a minimum fixed amount for the monthly lease is 10.000,00 BAM without the VAT.

BV – a minimum variable amount for the monthly lease is 15% of the accomplished turnover that is documented with respect to the provision of services to passengers.

For the purpose of the tender evaluation, a projected monthly turnover from the provision of services to passengers is 15.000,00 BAM and the same shall have no impact on the actual calculation of the lease during the agreement duration.

The formula for calculating the amount of the monthly lease offered is as follows:

$$P = BF + 15.000 \times BV$$

The minimum fixed amount for the monthly lease is 10.000,00 BAM without the VAT.



The minimum percentage amount for the variable amount of the lease is 15%.

The tender with the highest amount offered for the monthly lease shall receive the maximum number of points (80 points), while the other tenders submitted shall be scored proportionally:

$$B1=(P/P_{max}) \times 80$$

where:

B1 – points for the lease amount

P – the monthly lease offered, a sum of the fixed and the variable amount of the lease calculated exclusively for the purpose of the tender evaluation.

Pmax – the highest offered monthly lease

b) additional quality of the catering offer (20 points) - B2

The quality criterion is divided into two sub-criteria:

1. possession of a franchise or a recognizable brand – 10 points

The points shall be awarded to the tenderer that meets one of the following requirements:

- An international or a regional franchise: holds a franchise agreement or an appropriate certificate as proof of the franchisor's authorization allowing the tenderer to operate within the framework of the franchise - 10 points
- A local recognizable brand: owns more than 3 catering facilities, out of which at least one of them is a restaurant-type establishment - 10 points

Proof: a franchise agreement or documentation on the number and type of facilities (facility registration, description of the locations).

Does not meet the requirements - 0 points

2. Readiness of the tenderer to offer a discount to the employees of the Airport and the employees of the supporting services at the Airport.

The offered discount rate shall be scored as follows:

≥20% discount - 10 points

10–19% discount - 6 points

1–9% discount - 3 points

no discount offered - 0 points

Proof: the discount is clearly defined in the tender.

Note: The granted discount is mandatory for the entire duration of the contract, with an option to increase the same, but not to decrease it.

$$B2=B_{franchise/brand} + B_{discount}$$

Total number of points per tender



$$UK=B1 + B2$$

where:

UK – total number of points

B1 – total number of points based on the amount for the lease offered

B2 – total number of points based on the quality of the catering offer

The most favourable tender for the lease of the catering facilities shall be considered the one with the highest total number of points.

### **3.2. Tender Evaluation - Contract for the Lease of Premises for Retail Activities and Service Activities**

The contracts for the lease of premises for retail activities and service activities are awarded to the tenderer that offers the highest price for the lease, where the minimum amount of the lease is as follows:

- A minimum lease price for the premises R1029 and R1030 is 16% of the accomplished turnover in the month for which the payment is made or a fixed amount of 4.500,00 BAM per month, depending on which amount of these two is higher.
- A minimum lease price for the premises R1045 is 16% of the accomplished turnover in the month for which the payment is made or a fixed amount of 5.000.00 BAM per month, depending on which amount of these two is higher.

## **4. QUALIFICATION**

### **4.1. Personal, economic, financial, technical and professional capacity**

The tenderer is required to submit the following documents with the tender:

- a) Certificate of Incorporation (original or a certified copy), or an equivalent document for the tenderers from other states, not older than 30 days as of the day of the public call publication;
- b) Statement of professional experience in the industry, from which it is visible that the tenderer has at least 5 years of experience in the specified field. A list of reference with the same or similar activities and the contact details of the other contracting party; so that the claims provided could be verified.

### **4.2 Content of the Tender**

The tender needs to include the following documents:

- a) Content of the Tender;
- b) Form of Tender, filled out in accordance with the scheme given in the Annex I of the public call, including the Tenderer's Statement as its integral part;
- c) List of Confidential Information, in accordance with the scheme given in the Annex II;
- d) Completed (only preamble is mandatory), signed and certified Draft Agreement, given in the Annex IV.
- e) Proposal for the visual identity of the premises, design concept (drawings, layout plan, 3D etc.). A visual design of the facility is to be submitted on some data storage medium.

### **4.3 Submission of Tenders**

The tenderer shall submit one tender in a hardcopy original, clearly marked: "ORIGINAL TENDER". The tender is submitted in one digital copy in a PDF scan format. The whole scan must be submitted in one file. A digital copy may be submitted on CD or DVD (USB is not acceptable). The method of binding the storage medium



containing the tender copy within the original tender is not relevant and cannot be a reason for the rejection of the tender. The tender, stamped and signed, must be sealed in a single opaque envelope with the tenderer's name and address, marked with the following words: **"Tender for – LEASE OF COMMERCIAL PREMISES IN TERMINAL B OF SARAJEVO INTERNATIONAL AIRPORT – do not open until 22 May 2026 until 12:30 o'clock"**.

The tender is submitted at the Registry Office of the Lessor directly or it is sent by mail.

The tenderers may modify or withdraw their tenders provided that the modifications or the withdrawal of the tenders take place before the deadline for the submission of tenders. The Lessor must be informed in writing of the changes or the tender withdrawal. Additionally, the envelope containing the declaration by the tenderer must be marked as follows: 'TENDER MODIFICATION' or 'TENDER WITHDRAWAL'.

The tender must be valid for 120 days at least from the date of expiry of the deadline for submission of tenders.

#### **4.4 Communication**

All communication and exchange of information (correspondence) between the lessor and the tenderers shall be in writing, via e-mail: [aademovic@sarajevo-airport.ba](mailto:aademovic@sarajevo-airport.ba), [emina.sehovic@sarajevo-airport.ba](mailto:emina.sehovic@sarajevo-airport.ba) or via the Registry Office of the Airport.

#### **4.5 Clarifications of the Public Call**

All prospective lessees may request for a clarification of this public call from the lessor in writing, provided that such requests are submitted in a timely manner and no later than 2 (two) days before the deadline for the submission of tenders.

## **5. PAYMENT SECURITY INSTRUMENTS**

### **5.1 Performance Guarantee**

The lessor shall require a performance guarantee for the catering facilities. The performance guarantee shall be in the amount of 3 monthly leases, in accordance with the tender.

In the event of the contract award, an unconditional bank performance guarantee shall be used to cover any damages and costs that the Lessor may incur if the selected tenderer breaches the contract, until the expiration of the contract.

The coverage from the bank guarantee does not release the contractor from any liability until the actual damages are fully settled.

The performance guarantee must be submitted in the form of an unconditional bank guarantee.

The unconditional bank performance guarantee is to be submitted within 15 days after the signing of the contract. The tenderer must submit an unconditional bank guarantee by a renowned bank, payable on a first call with a validity period of 13 months.

The tenderer is obliged to renew the bank guarantee for every year of the lease duration and submit it to the Lessor before its expiration. Each renewal of the guarantee shall be for an additional 13 months.

If no reason occurs that would require the use of the submitted guarantee, the lessor shall return it within the previously stated deadlines for guarantee returns (5 days for bank guarantees).

The tenderer shall bear all costs related to the guarantee, including the costs of advising the guarantee.



## **5.2 Deposit**

A deposit in the amount of two fixed monthly leases with VAT included is to be used as a payment security instrument for the commercial premises R1029, R1030 and R1045.

## **6. SUBCONTRACTING**

The tenderer the contract is awarded to shall not subcontract any essential part of the contract without the prior written approval of the lessor. The elements of the contract to be subcontracted and the identity of the subcontractor must be communicated to the contracting authority in a timely manner, prior to the conclusion of the subcontract. The lessor may verify the qualifications of the subcontractor and inform the lessee of its decision no later than 15 days from the date of a notification receipt regarding the subcontractor.

If the lessor rejects the subcontractor, it is obligated to state legitimate reasons for the rejection.

The tenderer the contract is awarded to bears full responsibility for the implementation of the contract.

## **7. ANNEXES**

ANNEX I – Form of Tender with the Declaration by the Tenderer

ANNEX II – List of Confidential Information

ANNEX III – Technical Description of the Premises

ANNEX IV – Draft Contract

ATTACHMENT – Technical Documentation for the Premises



**ANNEX I – FORM OF TENDER**

**LESSOR:**

PC Sarajevo International Airport LLC Sarajevo  
36 Kurt Schork Street

**TENDERER**

Name of the tenderer: .....  
ID no. of the tenderer: .....  
Address of the tenderer: .....

**CONTACT PERSON:** (for the specific tender)

<b>Full Name</b>	
<b>Address</b>	
<b>Phone</b>	
<b>Fax</b>	
<b>E-mail</b>	



## Declaration by the Tenderer

We hereby submit the tender and declare the following:

1. The payment shall be done monthly, within 15 days as of the invoice issuance.
2. This tender is valid for 120 days, as of the day from the submission deadline of tenders.
  - The offered price for the lease of the catering premises with respect to the fee for the monthly lease of the premises is \_\_\_\_\_ BAM (cannot be less than 10.000,00 BAM).
  - The offered amount for the catering premises is \_\_\_\_\_ % (expressed in % and cannot be less than 15%) of the turnover documented with respect to the provision of the catering services to passengers in the month for which the payment is made, whereby it is necessary that the lessee provides separate fiscal devices at all catering premises.
  - The amount of the discount for the employees of the Airport and the employees of the supporting services at the Airport Sarajevo is \_\_\_\_\_ % (filled out by the tenderer for the lease of the catering premises only).
  - Name of the franchise or the local recognizable brand is \_\_\_\_\_ (filled out only by the tenderer for the lease of the catering premises, documentation defined pursuant to the item 3. Tender Evaluation is to be submitted as proof).
  - The offered price for the premises R1029 and R1030 is \_\_\_\_\_ % (expressed in % and cannot be less than 16%) from the accomplished turnover for the month for which the payment is made, or the fixed amount of 4.500,00 BAM per month, depending on which amount of these two is greater.
  - The offered price for the premises R1045 is \_\_\_\_\_ % (expressed in % and cannot be less than 16%) from the accomplished turnover for the month for which the payment is made, or the fixed amount of 5.000.00 BAM per month, depending on which amount of these two is greater.
3. We shall comply with the security-safety measures in place at the airport during the term of the lease.
4. We adhere to undertake all environmental protection and energy efficiency measures applicable during the lease period, all in accordance with the valid legal regulations.

Full name of the person authorized to represent the lessee:

[.....]

Signature: [.....]

Place and date: [.....]

Stamp of the company:

Along with the tender, we submit the following:

[List of submitted documents and annexes, including their titles]



**ANNEX II – CONFIDENTIAL INFORMATION**

**Lessor's requirements:**

The tenderer adheres to treat any exchanged information as confidential, to use it solely for a specific purpose of the specific work or project, and it shall not make it available in whole or in part, directly or indirectly to any unauthorized third parties.

The lessor retains all rights over its data, information, or the premises made available or it shall make available in verbal, written, or electronic form notwithstanding whether such data and knowledge are marked as classified or confidential.

The confidentiality obligation does not apply to the following information:

- information already in a possession of the tenderers (prior to the conclusion of this Agreement);
- information legally obtained by the tenderer by a third party that was not bound by a confidentiality obligation;
- information developed by the tenderer irrespective of the confidential information after the Agreement has entered into force.

The tenderer shall limit the distribution and access to exchanged information only to those persons who require such information to reasonably conduct the planned activity and in accordingly, copies of information, data, and storage media may only be made available to subcontractors with the prior consent of the lessor's authorized signatory.

Upon completion of work or a project, the tenderer adheres to immediately destroy all information (in printed or electronic form) or any data media in its possession, unless such information and assets are required for outstanding or future supporting activities within the mutual business partnership.

**Tenderer's requirements:**

Confidential Information	Page numbers in the tender with that type of information	Reasons for the confidentiality of this information	Period during which this information shall remain confidential

Signature and stamp of the tenderer

\_\_\_\_\_



## ANNEX III – TECHNICAL DESCRIPTION OF THE PREMISES

### Site Visit to the Catering Premises

The Terminal B, the main airport facility, is in the southern part of Sarajevo International Airport complex (SIA). There are three commercial parking lots in front of the Terminal B for passengers and persons accompanying them. Delivery of goods is carried out through the service road located along the western side of the building.

### 1. TERMINAL B – 2<sup>nd</sup> floor - UP 2.1.

The facility for the provision of catering services is on the second floor, in the extended part of the Terminal B, on the landside area ("white zone", i.e. a free access area), thus free use of these facilities by passengers, employees, visitors, and other airport users is possible. A well-designed space and its location enable this catering facility to become not only an attractive airport amenity, but also a new city attraction.

Functional organization of the space ensures providing various catering services. The area for the catering services of total surface area of 537,67m<sup>2</sup> is divided into two functional parts:

- kitchen with utility rooms (218,40 m<sup>2</sup>)
- restaurant (319,27 m<sup>2</sup>),

The kitchen for the restaurant is directly connected to the restaurant, and it also has a separate entrance for the staff and the delivery. The layout of the rooms in the kitchen allows the organization of the process of preparing hot and cold dishes.

The restaurant area consists of two sections – the central section with an area of 207.77 m<sup>2</sup> and the section that is separated from the gallery of the building and the central restaurant area by a glass wall. The area of the smaller restaurant section is 111.50 m<sup>2</sup>. The delivery of goods is planned to be carried out by use of the elevator from the ground floor on the landside. A daily storage area located at the entrance part of the kitchen is provided for in the project design.

The functional organization and a layout of the individual rooms within the kitchen have also been defined. According to this layout of the rooms in the kitchen, all other phases of the Detailed Design (construction design, electrical installations, (high- and low-voltage systems), mechanical installations, water supply and sewage systems, and the sprinkler system), as well as the fire protection design are done.

A ceiling suitable for the purpose of this space has been installed in the kitchen. A suspended ceiling has not been installed in other parts of the UP2.1.

Basic technical data for this newly planned catering facility, including the data on the solutions according to the Detailed Design are given in the Table 1.

Premises	TERMINAL B – New Condition
Name of the Catering Premises	Catering Premises 2.1 – Restaurant with the Kitchen
Floor/level	2 <sup>nd</sup> floor
Surface Area	Kitchen with the utility rooms 218,40 m <sup>2</sup> ; restaurant – larger area: 207,77 m <sup>2</sup> , smaller area: 111,50 m <sup>2</sup> ; Total: 537,67 m <sup>2</sup>
Ceiling Height	2,92 m
Security Zone	Free Access Security Area "WHITE ZONE"
Orientation	West
Furniture	-
<b>Construction Characteristics (according to the Detailed Design)</b>	
Year of Construction	2023



Structure and Facade	The extended part of the Terminal has a reinforced concrete (RC) skeleton structure with reinforced concrete ceiling slabs. A glass façade has been installed (aluminium, suspended, structural, all-glass, thermally insulated according to the SCHÜCO FW50+SG system.
Floor Finishing	Inside the restaurant – ceramic tiles + parquet (restaurant)
Interior Walls	Walls made of gypsum board panels with mineral wool infill + internal glass partitions. Walls of specific rooms in the kitchen are lined with ceramic tiles.
Ceiling	A specialized suspended ceiling for this function is installed in the kitchen, while in other parts of the area, a suspended ceiling made of slats and mesh panels is installed.
Doors	Alu sliding doors
Windows	Integrated within the glass facade
<b>Electrical Installations – Power Supply</b>	<p>Main Power Supply (GRID)  Cable: 5 x 25mm<sup>2</sup>  Max Current (I<sub>max</sub>): 49A  Max Power (P<sub>max</sub>): 30kW  Individual Meter: NO</p> <p>Emergency Power Supply (GENERATOR)  Cable: 5 x 10mm<sup>2</sup>  Max Current (I<sub>max</sub>): 27A  Max Power (P<sub>max</sub>): 14kW  Individual Meter: NO</p>
<b>Electrical Installations – Low Voltage</b>	Installations for the phone line, POS terminal, cash register, video surveillance, fire detection system, FIDS displays, TV devices, master clock
<b>Heating</b>	Centralized hot water preparation in the boiler room. Regulation via local substation. Heating elements consist of ceiling-mounted FCU (Fan Coil Units) and diffusers of the corresponding air handling units.
<b>Cooling</b>	Centralized chilled water preparation via cooling units (chillers) located on the building roof. Regulation is managed locally in the substation. Cooling elements consist of ceiling-mounted FCU (Fan Coil Units) and diffusers of the corresponding air handling units.

## 2. TERMINAL B - 2<sup>nd</sup> Floor - UP 2.2.

The premises UP2.2 are located on the 2<sup>nd</sup> floor of the extended part of the Terminal B, accessible by means of the impressive escalators from the 1<sup>st</sup> floor, the central staircase, or the elevator. Since these catering premises are in the free-access area, i.e. non-restricted area, the free-access entry is possible for all passengers, persons accompanying them, and other airport users. Vertical transport of goods is carried out by use of the main elevator that is accessed from the road on the western side of the building. Water supply system and sewage system are installed within the premises. The surface area of the premises is 107.56 m<sup>2</sup> and the premises are oriented towards the west.

Basic technical data for this catering facility, including the data on the solutions according to the Detailed Design are given in the Table 2 below.



<b>Premises</b>	<b>TERMINAL B – New Condition</b>
Name of the Catering Premises	UP 2.2.
Floor/level	2 <sup>nd</sup> floor
Surface Area	107,56 m <sup>2</sup>
Ceiling Height	2,92 m
Security Zone	Free Access Security Area "WHITE ZONE"
Orientation	West
Furniture	-
<b>Construction Characteristics (according to the Detailed Design)</b>	
Year of Construction	2023
Structure and Façade	The extended part of the Terminal has a reinforced concrete (RC) skeleton structure with reinforced concrete ceiling slabs. A glass façade has been installed (aluminium, suspended, structural, all-glass, thermally insulated according to the SCHÜCO FW50+SG system)
Floor Finishing	Parquet
Interior Walls	Gypsum board walls with mineral wool infill
Ceiling	Suspended ceiling consists of a combination of solid gypsum-board panels and mesh panels
Exterior Doors	The space is separated from the Terminal gallery by glass partitions
<b>Electrical Installations – Power Supply</b>	<p>Main Power Supply (GRID)  cable: 5 x 25mm<sup>2</sup>  Max Current <math>I_{max} = 49A</math>  Max Power <math>P_{max} = 30KW</math>  Individual Meter: NO</p> <p>Emergency Power Supply (GENERATOR)  cable: 5 x 10mm<sup>2</sup>  Max Current <math>I_{max} = 27A</math>  Max Power <math>P_{max} = 14KW</math>  Individual Meter: NO</p>
<b>Electrical Installations – Low Voltage</b>	Installations for the phone line, POS terminal, cash register, fire detection system
<b>Heating</b>	Centralized hot water preparation in the boiler room. Regulation via local substation. Heating elements consist of ceiling-mounted FCU (Fan Coil Units) and diffusers of the corresponding air handling units.
<b>Cooling</b>	Centralized chilled water preparation via cooling units (chillers) located on the building roof. Regulation is managed locally in the substation. Cooling elements consist of ceiling-mounted FCU (Fan Coil Units) and diffusers of the corresponding air handling units.



### 3. TERMINAL B - 1<sup>st</sup> floor - R 1029 and R1030

#### Site Visit to the Commercial Premises

The premises R1029 and R1030 are located on the 1<sup>st</sup> floor of the extended part of the Terminal B, near the departure gate area. The premises are in the security restricted area, thus the same can be used exclusively by the departing passengers from the airport Sarajevo. Vertical transport of goods is carried out by use of the elevator from the ground floor of the terminal. The access to the elevator is provided for from the area where the staff entrance is located, and after the security screening is completed. The premises consist of two sections – larger room of surface area 75 m<sup>2</sup> and kitchenette with a storage room of 14,60 m<sup>2</sup>. Water supply and sewage system are installed in the kitchenette.

Basic technical data for these commercial premises, including the data on the solutions according to the Detailed Design are given in the Table below.

Premises	TERMINAL B
Name of the Commercial Premises	R1029 and R1030
Level/floor	1 <sup>st</sup> floor
Surface Area	Total surface area = 89,60 m <sup>2</sup> (Larger room 75 m <sup>2</sup> + kitchenette with the storage area 14,60 m <sup>2</sup> )
Ceiling Height	2,98 m
Security Zone	Security Restricted Area - "RED ZONE"
Orientation	The premises are oriented towards west and have a direct natural lightning.
Furniture	-
<b>Construction Characteristics</b>	
Year of Construction	2023
Structure and Façade	The Terminal building features a reinforced concrete (RC) skeleton structure. The space is located within the interior of the building.
Floor Finishing	Ceramic tiles
Interior Walls	Gypsum board walls with mineral wool infill
Ceiling	Suspended ceiling made of solid gypsum-board panels
Exterior doors	Wooden doors with aluminium frames and with the transom
Windows	A glass façade has been installed: aluminium, suspended, structural, all-glass and thermally insulated, using the SCHÜCO FW50+SG system.
<b>Electrical Installations – Power Supply</b>	Main Power Supply (GRID)
	cable: 5 x 25mm <sup>2</sup>
	Max Current $I_{max} = 67A$
	Max Power $P_{max} = 41KW$
	Individual Meter: NO



<b>Electrical Installations – Low Voltage</b>	Installations for the phone line, POS terminal, cash register, fire detection system
<b>Heating</b>	Centralized hot water preparation in the boiler room. Regulation via local substation. Heating elements consist of ceiling-mounted FCU (Fan Coil Units) and diffusers of the corresponding air handling units.
<b>Cooling</b>	Centralized chilled water preparation via cooling units (chillers) located on the building roof. Regulation is managed locally in the substation. Cooling elements consist of ceiling-mounted FCU (Fan Coil Units) and diffusers of the corresponding air handling units.

#### 4. Terminal B – 1<sup>st</sup> floor - R1045

##### Site Visit to the Commercial Premises

The premises R1045 are located on the 1<sup>st</sup> floor of the extended part of the Terminal B near the departure gate area. The premises are in the security restricted area, thus the same can be used exclusively by the departing passengers from the airport Sarajevo. Vertical transport of goods is carried out by use of the elevator from the ground floor of the terminal. The access to the elevator is provided for from the area where the staff entrance is located, and after the security screening is completed.

<b>Premises</b>	<b>TERMINAL B</b>
Name of the Commercial Premises	R1045
Floor/level	1 <sup>st</sup> floor
Surface Area	33,39m <sup>2</sup>
Ceiling Height	2,98 m

Security Zone	Security Restricted Area - "RED ZONE"
Orientation	The space is located within the interior of the building and has no natural lightning
<b>Construction Characteristics</b>	
Year of Construction	2023
Structure and Façade	The Terminal building features a reinforced concrete (RC) skeleton structure. The space is located within the interior of the building.
Floor Finishing	Ceramic tiles
Interior Walls	Gypsum board walls with mineral wool infill
Ceiling	Suspended ceiling made of solid gypsum board panels
Exterior Doors	Rolling Grilles
Windows	The space is in the interior of the building and has no direct natural lighting.
<b>Electrical Installations – Power Supply</b>	Main Power Supply (GRID)
	cable: 5 x 25mm <sup>2</sup>
	Max Current $I_{max} = 67A$
	Max Power $P_{max} = 41KW$



	Individual Meter: NO
<b>Low-current installations</b>	Installations for the phone line, POS terminal, cash register, fire detection system
<b>Heating</b>	Centralized hot water preparation in the boiler room. Regulation via local substation. Heating elements consist of ceiling-mounted FCU (Fan Coil Units) and diffusers of the corresponding air handling units.
<b>Cooling</b>	Centralized chilled water preparation via cooling units (chillers) located on the building roof. Regulation is managed locally in the substation. Cooling elements consist of ceiling-mounted FCU (Fan Coil Units) and diffusers of the corresponding air handling units.

## ATTACHMENT

You may download the technical drawings of the second floor of the Terminal B via the following link:

<http://www.sarajevo-airport.ba/Dokumenti/Nabavka/b6fd2b1f-a97c-46bd-8af6-de24d4de293e>



## ANNEX IV – DRAFT AGREEMENT

**PC Sarajevo International Airport LLC Sarajevo**, with its registered office at 36 Kurt Schork Street, Ilidža, Decision on registration of business entity with the Municipal Court in Sarajevo, with the registration number 65-01-0419-11 (former number: 1-13237 ), identification number of the direct tax payers with the competent tax office – ID number: 4200068970001, identification number of the indirect tax payers with the Indirect Taxation Authority - VAT number: 200068970001, transaction account with UniCredit banka d.d. Mostar, number: 3387302205238447, represented by Dino Selimović, Acting Managing Director and Slobodan Kadijević , Acting Executive Director, (**hereinafter: the Lessor**)

and

\_\_\_\_\_ (name of legal entity), with the registered office at: \_\_\_\_\_ (street and number, place), Decision on registration of business entity with \_\_\_\_\_ (name of court), with the registration number of subject of entry: \_\_\_\_\_ (registration number), identification number of the direct tax payer with the competent tax office - ID number: \_\_\_\_\_ (ID number), identification number of the indirect tax payer with the Indirect Taxation Authority - VAT number: \_\_\_\_\_ (VAT number), transaction account opened with \_\_\_\_\_ (bank name) number: \_\_\_\_\_ (account number), represented by: \_\_\_\_\_ (name and surname of authorised person), \_\_\_\_\_ (position, e.g. manager), (**hereinafter: the Lessee**)

concluded in Sarajevo

### LEASE AGREEMENT

#### GENERAL PROVISIONS

##### Article 1

##### (Subject of the Lease)

The subject of this Agreement is to define mutual rights and obligations of the contracting parties regarding the lease of the catering premises located in the Terminal B – extended part on the second floor (hereinafter: the Business Premises), of total surface are 645,23m<sup>2</sup> comprised of the following premises:

- Business Premises „Restaurant“, surface area of 319,27 m<sup>2</sup>
- Business Premises „Coffee Bar“, surface area of 107,56 m<sup>2</sup>
- Business Premises „Kitchen“, surface area of 129,90 m<sup>2</sup>
- Business Premises „Utility Rooms“, surface area of 88,50 m<sup>2</sup>

The business premises are the property of the Lessor and are located within the airport terminal building, registered in the Land Registry of the Municipal Court in Sarajevo no. 23960, KO: SP\_GORNJI BUTMIR, designated as cadastral plot no. 1355/3, in nature: NEW TERMINAL BUILDING.

The Lessor shall lease, and the Lessee shall accept the lease of the Business Premises aforementioned in accordance with the terms and conditions of this Agreement.

##### Article 2

##### (Purpose of the Premises and the Offer)

The Lessee shall undertake to use the Business Premises exclusively for catering activities, in accordance with the agreed visual identity, through three separate catering facilities operating under the following names:

„\_\_\_\_\_“ **“type of the facility \_\_\_\_\_ (e.g. self-service restaurant),**  
„\_\_\_\_\_“ **“type of the facility \_\_\_\_\_ (e.g. a la carte restaurant),**  
„\_\_\_\_\_“ **“type of the facility \_\_\_\_\_ (e.g. coffee bar),**

The Lessee shall not be authorised to change the names of the catering facilities or any element of the visual and marketing identity without the prior written approval of the Lessor.



Before the start of performing the catering services on the Business Premises, the Lessee is obligated to provide to the Lessor a detailed list of the catering offer (a menu and a pricelist), with the names of the products, types of drinks and food included, as well as the brands it plans to offer, for the purpose of a prior written approval.

The Lessee is obligated to obtain all necessary permits and approvals from the competent authorities for the performance of catering activities, including sanitary, health, and other prescribed requirements, and the offer must be aligned with the previously approved content.

Any subsequent amendment or supplement to the offer (menu, pricelist or brands) shall be possible exclusively with the written approval of the Lessor.

The Lessor shall reserve the right to approve, limit, or prohibit specific products, types of services or brands in the Lessee's offer at any time, of which the Lessee shall be duly notified in writing.

### **Article 3 (Lease Price)**

The monthly lease price of the Business Premises referred to in Article 1 of this Agreement shall amount to: \_\_\_\_\_ (in writing: \_\_\_\_\_) BAM, whilst the variable lease amount is \_\_\_\_\_ %. The variable amount of the lease shall be calculated as % of the turnover documented with respect to the provision of the catering services to passengers at the catering premises leased, whereby it is necessary that the lessee provides separate fiscal devices at all catering premises.

The price for the lease does not include the value added tax (VAT), which shall be calculated in accordance with the applicable statutory tax rate on the date of the invoice issuance, in accordance with applicable laws.

### **Article 4 (Utility Costs)**

Utility costs for use of electricity, heating, garbage collection, water, and sewage shall be fully borne by the Lessor, on a fair basis.

The Lessor shall reserve the right to inspect the actual use of utilities on the Business Premises.

If it is established that the Lessee uses utilities outside of the scope of standard business operations, the Lessor shall have the right to subsequently calculate and charge additional utility costs based on the actual consumption.

### **Article 5 (Application of the Complementary Services Pricelist and Contractual Penalties)**

The Lessee expressly confirms to be familiar with the applicable Complementary Services Pricelist of the Lessor and accepts its application to all services used under this Agreement, including any additional services not specifically agreed upon in this Agreement.

The price list of complementary services forms an integral part of this Agreement and it is available on the Lessor's website: <https://www.sarajevo-airport.ba/Page/Cjenovnik-komplementarnih-usluga>.

The Lessee accepts that all provisions of the Pricelist, including those relating to contractual penalties, shall be binding and have legal force as an integral part of this Agreement.

In the event of a breach of any contractual obligation, the Lessor shall have the right to calculate and collect contractual penalties according to the Pricelist, without the need for an additional separate agreement or annex.

The Lessee undertakes to pay all amounts of contractual penalties calculated in accordance with the Pricelist within 15 (fifteen) days as of the receipt of the invoice, without the right to dispute them.

### **Article 6 (Rights and Obligations in terms of Lease Price Modification)**

The Lessor shall reserve the right to change the prices for the lease of the Business Premises and other services through modifications to the applicable Complementary Services Pricelist.

The Lessor shall notify the Lessee in writing of any price change without a delay, and no later than within eight (8) days from the date of entry into force of the amended pricelist.

The Lessee shall submit a written statement to the Lessor regarding the acceptance or non-acceptance of new pricing terms and conditions within eight (8) days from the date of the receipt of the written notification of the change in the price of the lease.



If the Lessee accepts the new pricing terms and conditions, they shall enter into force on the date of delivery of the written consent.

If the Lessee fails to submit a statement within the stipulated period or it refuses to accept the new pricing terms and conditions, the Agreement shall be deemed terminated upon the expiration of 30 days from the date of the receipt of the notification on the change in the lease price.

#### **Article 7 (Term of Agreement)**

This Agreement is concluded for a fixed period, i.e. for a period of \_\_\_\_\_ **(insert validity period)**, as of \_\_\_\_\_ **(insert date)** with the possibility of extending the lease period for an additional period of \_\_\_\_\_ **(insert period)**, what shall be negotiated between the contracting parties in the last year of the lease.

### **OBLIGATIONS OF THE LESSEE**

#### **Article 8 (Payment)**

The lease shall be paid on a monthly basis. The Lessee shall make a non-cash lease payment to the Lessor's transaction account within 15 (fifteen) days from the date of the invoice issuance upon a receipt of the invoice issued by the Lessor.

The payment shall be deemed made on the day the payment received to the Lessor's transaction account.

In the event of late payment, the Lessor shall charge the Lessee default interest, starting from the date of default, in accordance with the Law on Default Interest Rate.

Any invoice that is not disputed in writing by the Lessee within 8 (eight) days from the date of being issued shall be deemed accepted.

All costs incurred through bank transfers when paying invoices shall be borne by the Lessee.

#### **Article 9 (Furnishing and Conditions for Using the Business Premises)**

The contracting parties confirm that the Business Premises shall be \_\_\_\_\_ **[furnished/ unfurnished] (insert what is applicable)** at the time of entry into this Agreement.

If the Business Premises are unfurnished, the Lessee shall undertake to furnish them within **120 (onehundredandtwenty) days** from the date of entry into this Agreement, in accordance with the conceptual design approved by the Lessor.

The Lessee undertakes to use the Business Premises only after it has been furnished and brought into compliance with the prescribed technical and safety standards, what shall be stated in the minutes.

The Lessee shall maintain the Business Premises in accordance with the prescribed technical and safety standards, including regular maintenance of installations, devices, and equipment, regardless of whether the furnishing was provided by the Lessor or the Lessee.

#### **Article 10 (Bank Guarantee as a Security Instrument for proper Agreement Performance)**

The Lessee adheres to, as a security instrument for proper performance of all obligations assumed under this Agreement, provide to the Lessor an unconditional bank guarantee by a renowned bank, payable on a first call, **in the amount of \_\_\_\_\_ BAM (in writing \_\_\_\_\_), with a validity period until \_\_\_\_\_.** **(insert the amount and the validity period).**

The Lessee is obligated to renew the bank guarantee for every year of the lease duration and provide it to the Lessor at least 5 business days before the expiration of the effective guarantee. Each renewal of the guarantee shall be for \_\_\_\_\_ **(insert period).**

The Lessor is entitled to, without a previous notification to the Lessee, invoke the bank guarantee in the event of non-performance, partial performance, or delay in performance of any of the Lessee's obligations under this Agreement.

The submission of a valid bank guarantee is a requirement for the conclusion of the Agreement and the commencement of using the leased premises.

The Lessor retains the right not to make available the access to the premises until the guarantee is duly delivered.



**Article 11  
(Ownership of Equipment, Right of Retention and Statutory Lien)**

All equipment, signs, devices and other property of the Lessee, whether movable or immovable that is used on the Business Premises remain in the ownership of the Lessee.

The Lessee is entitled to remove the equipment and assets at any time, provided that:

- a) it is not in non-performance of its obligations under this Agreement;
- b) the removal does not cause, contribute to, or result in a breach of non-performance of the Lessee's contractual obligations;
- c) the removal does not cause any material damage to the Business Premises or the Airport's property.

Every removal of the equipment and the assets must be previously approved in writing by the Lessor. The Lessor shall not withhold the consent if the Lessee is not in non-performance of its obligations.

The Lessee adheres to:

- a) remedy at its own expense any damages occurred by dislocation and the removal of the equipment, in any event, including the expiry of the lease;
- b) replace the equipment moved by the equipment of similar or better quality, as long as the Agreement remains in force.

In the event of non-performance of its obligations under this Agreement, the Lessor shall have a statutory lien, as well as a retention right, i.e. a right to retain all property of the Lessee, as long as the Lessee does not fulfil its obligations.

The Lessor is also entitled to settle its claims from the value of the equipment retained, in the same manner as a pledgee, provided that it informs the Lessee beforehand on its intent to collect before proceeding to the enforcement.

**Article 12  
(Other Obligations of the Lessee)**

The Lessee is obliged to:

1. Regarding general obligations:

- duly and within the deadlines fulfil all obligations related to payments undertaken under this Agreement;
- submit periodic reports (a monthly report from the fiscal device) on the achieved monthly turnover for the catering facilities that are the subject of the lease, no later than the 3rd day of the current month for the previous month (the Lessee is obliged to record every individual transaction through fiscal devices installed in the Business Premises, and reports from these fiscal devices shall serve for recording the achieved turnover; and the Lessee shall, upon the Lessor's request, present evidence of issued decisions on the activation of the fiscal device/terminal and promptly notify the Lessor of any changes thereto);
- without delay notify the Lessor of any hidden defects in the Business Premises referred to in Article 1 of this Agreement;
- comply with the Rulebook on Determining Requirements and Administrative Procedures related to Airports ("Official Gazette of BiH", Nos. 17/21 and 42/24).

2. Regarding the use of the premises:

- use the leased Business Premises exclusively under the approved trade name, and not change the business activity or the use of the premises;
- not offer for sale, install, maintain or operate, nor allow the installation of any equipment for displaying commercial content of any item, product, service or thing that is not available within the facility;
- comply with all standards, rules, regulations and procedures applicable to the Lessor, as well as all laws and regulations of the competent authorities during the lease period, especially the policy "Code of Conduct for Tenants Operating at the Sarajevo Airport Site." Notifications about the content of these acts, as well as their amendments, will be delivered to the Lessee to his e-mail address \_\_\_\_\_ or to the Lessee's registered seat address (all notices, statements and correspondence between the contracting parties may be delivered by e-mail or registered mail, where the date of receipt shall be: for e-mail – the date on which the message was sent to the indicated address, and for registered mail – the date the shipment was delivered);
- allow the Lessor to monitor, test and/or inspect its services at any moment, either directly or through a third party, without unnecessary interference in the Lessee's business operations;



- ensure that the Business Premises are continuously and uninterruptedly open and provide all services during the working hours of Sarajevo Airport, seven (7) days a week, including public and religious holidays, on average 18 (eighteen) hours daily, generally from 05:00 to 23:00, whereby the Lessor may change working hours, of which the Lessee shall be notified in a timely manner in order to secure the necessary staff for uninterrupted operations during the changed hours, and must display the current working hours, aligned with the Airport's working hours, in a place clearly visible to staff, passengers and other users. The Lessor will verify the openness of the Business Premises through regular on-site inspections, video-surveillance checks and/or other appropriate methods. The Lessee shall be informed in writing of any identified irregularities, by e-mail or letter, and agrees to the implementation of such supervision and notification activities;
  - individually label and list each product with the corresponding price on menu boards or table price lists so that they are clearly visible to everyone in the Business Premises, and such materials must be of high quality and available in sufficient quantity for "peak hours", i.e., the periods with the highest number of flights and passengers, and must be provided at least in BHS and English language versions;
  - ensure that users can enter the Business Premises unobstructed and move inside without obstacles, for which reason it is not permitted to use or store boxes, cartons, barrels or other similar items inside the premises;
  - bear the costs of repairs resulting from the use of the Business Premises, excluding normal wear and tear;
  - timely announce the delivery of goods through the Lessor's competent service, in order to allow unobstructed access for delivery vehicles and personnel;
  - not install radio or television receivers or other similar devices, nor install RTV or Wi-Fi antennas in the Business Premises without the Lessor's consent.
3. Regarding personnel:
- regularly submit updated data for its engaged personnel to the competent Border Police Unit – Sarajevo Airport, in accordance with the Rulebook on the Appearance, Contents, Conditions and Procedure for Issuing and Revoking Permits for Movement and Stay of Vehicles in Security Restricted Zones at International Airports in BiH ("Official Gazette of BiH", Nos. 26/25 and 66/25);
  - employ, train, supervise, direct and allocate staff in the numbers necessary to provide timely service to all customers;
  - ensure that all personnel working on the Business Premises:
    - a) display name tags, airport badges and all other required airport identification in a visible manner while on the airport premises, including agreeing to security and other relevant checks during the process of obtaining a permit from the Border Police Unit to access and remain in the airport's restricted areas;
    - b) are familiar with all applicable airport and Lessee policies, which the Lessee must communicate to them.
4. Regarding the quality of services and product prices:
- provide the services that are the subject of this Agreement in accordance with applicable legal regulations, HACCP and other norms and standards for this type of business;
  - provide a combination of high-quality products and a high level of service at prices comparable to those at other airports and locations outside the airport;
  - provide and maintain a high level of service quality for customers/users, monitor customer needs and continuously improve its services;
  - apply prices and charges to each item individually and act exclusively in accordance with the Lessee's valid Price Lists, which must be clearly displayed to users.
5. Regarding investment, improvements and maintenance:
- maintain the Business Premises equipped in accordance with the submitted conceptual design previously approved by the Lessor's competent department;
  - not perform or undertake any additional changes, modifications or improvements to the Business Premises without the Lessor's prior written approval, especially those that may interfere with any existing part of the Terminal B building or structure;
  - at its own expense, install all necessary equipment for business operations that has appropriate usage permits issued by competent authorities, of first-class quality and workmanship, with prior approval from the Lessor;



- not install, nor allow the installation of any additional signs, awnings, canopies or advertising materials, or other items, decorations, labels or advertisements on the glass of any window or door of the Business Premises without prior written approval of the Lessor, except for branding of small catering equipment or small inventory (e.g. trays, openers, aprons, etc.) and factory-branded refrigerators or coffee machines (marked so that the manufacturer can be identified). Branding of larger surfaces for advertising purposes may be done only upon prior mutual agreement, which shall regulate a fair sharing of any resulting revenue;
  - renovate the Business Premises whenever any damage or deterioration of original materials/workmanship is observed, or as reasonably required by the Lessor;
  - at no cost to the Lessor, maintain the Business Premises in good condition and operational for work, which includes all necessary replacements and compliance with all applicable laws;
  - regarding waste disposal, use the Lessor's service for disposing of waste and other refuse generated through its operations, in accordance with the Lessor's procedures (method and timing of disposal), and participate in recycling programs as instructed by the Lessor;
  - regarding hygiene, use the Lessor's service exclusively for maintaining floors and glass surfaces, in accordance with the schedule agreed with the Lessor (floors once daily; glass partitions as needed but not more than once a month). Floors and glass surfaces may be cleaned extraordinarily in cases of unexpected soiling (extraordinary work, spills, flooding, etc.) upon calling the Lessor. The timing and feasibility of extraordinary cleaning will depend on staff availability. For all other surfaces (large and small inventory – tables, chairs, devices, appliances, display and refrigeration units, counters, furniture, etc.), the Lessee is responsible for regular cleaning and ensuring maximum hygiene;
  - not use, store or release any hazardous substances, intentionally or unintentionally, in the Business Premises or at the airport contrary to any applicable law, regulation or rule relating to environmental protection, and upon termination of the lease, immediately remove at its own expense all hazardous materials, tanks and other containers used by the Lessee, its subcontractors or suppliers;
  - perform enhanced disinfection of the Business Premises, including equipment and inventory, to maintain a high level of hygienic and health conditions;
  - allow the Lessor access to the Business Premises at any time to perform inspections and verify whether the Lessee has complied with the above obligations, and to carry out what the Lessee was obliged to do but failed to perform within seven (7) calendar days after receiving written notice to act in an emergency.
6. Regarding liability, compensation and insurance:
- not perform or allow any action in the Business Premises that would nullify, suspend or increase the premium of any insurance policy covering the Business Premises, buildings or the airport as a whole, otherwise the Lessee shall reimburse the Lessor for the portion of the insurance premium charged due to such failure;
  - indemnify all employees of the Lessor and personnel of other tenants from all claims, demands, losses, fines, damages, or compensation costs due to injury or death of any person or damage to any property, or other damage, including all reasonable investigation and defence costs (including but not limited to attorney fees, court costs and expert fees), if such arise in or around the Business Premises or result from acts or omissions of the Lessee, its personnel, contractors, suppliers or result from any condition of the Business Premises or the Lessee's operations at or around the airport, except for liability arising from the Lessor's exclusive negligence;
  - at its own expense, obtain an insurance policy for general liability coverage arising from its activity in the Business Premises (in the amount of 500,000.00 BAM per incident, without limitation on the number of incidents), as well as insurance coverage for its personnel, and provide proof of such insurance policies to the Lessor within a reasonable time, without the possibility of subsequently reducing the insurance premium.
7. Regarding information protection:
- during the lease term and after its termination, not disclose, make available, transfer or otherwise provide any confidential information related to the Lessor to third parties, without the Lessor's prior written consent, where such information was obtained or learned during the lease period. Upon termination of the lease, the Lessee shall immediately return or permanently destroy all documentation, records, media or any other material containing or referring to the Lessor's confidential information.
8. Regarding the application of security measures:
- comply with the provisions of the Regulation on the Manner and Procedure for Applying Security Measures and Performing the Transport and Transfer of Cash, Securities and Valuables ("Official Gazette of FBiH",



- Nos. 76/2015 and 73/2021), relating to security measures, amounts of protected cash, safe/vault protection, and the transport and transfer of cash within the Sarajevo International Airport complex;
- the Lessor shall ensure the implementation of video surveillance security measures for the premises and the building, using its resources, which shall be adjusted as necessary to the function of the Business Premises;
  - the Lessee shall inform the Lessor of all details related to the implementation of the measures referred to in the previous subsection.

## **OBLIGATIONS OF THE LESSOR**

### **Article 13 (Obligations of the Lessor)**

The Lessor undertakes to:

- issue regular monthly invoices for the service of using the Business Premises;
- ensure the Lessee's uninterrupted use of the Business Premises;
- be responsible for all deficiencies of the Business Premises that hinder their contractual or ordinary use;
- promptly inform the Lessee if it is not possible to safely use the Business Premises, or if their use is impossible due to force majeure or due to the reasons stated in Article 17, paragraph 2, items 1–3 of this Agreement, or for any other reasons;
- according to its capabilities and available capacities, provide parking for the Lessee or its personnel at the official parking area, which shall be arranged by the contracting parties subsequently;
- timely notify the Lessee of any changes regarding the opening/closure of the airport, so the Lessee may adjust the opening hours of the Business Premises for the provision of its services;
- provide its consents and approvals for the Lessee's activities requiring written or verbal consent or approval under this Agreement in good faith and within the shortest possible period;
- enable the Lessee to use other, i.e. common areas, to the extent necessary for normal performance of activities in the Business Premises, as well as ensure unobstructed and rational use of access routes to those areas for supply and other needs directly related to business operations in the Business Premises;
- acquaint the Lessee with the general rules of conduct at the airport, with the policy "Code of Conduct for Tenants Operating at Sarajevo Airport", particularly regarding issues of security — civil aviation security (Security), with emphasis on raising staff awareness of the measures that must be implemented and followed in order to eliminate all risks related to security (and partly those related to air navigation safety — Safety).

## **CONTRACTUAL PENALTIES**

### **Article 14 (Contractual Penalties)**

In the event of non-fulfilment of contractual obligations by the Lessee, the parties agree that the Lessee shall pay contractual penalties to the Lessor as follows:

- If the Lessor, due to the Lessee's negligence, must carry out necessary renovations, all costs of labour and materials, as well as any other fees required for performing such work, plus 50% of that amount for administrative costs, shall be invoiced to the Lessee, and the Lessee shall fully remit the payments to the Lessor.
- If the Lessee, through its actions or omissions, endangers, nullifies, suspends, or increases the premium of any insurance policy covering the Business Premises, buildings, or the airport as a whole, the Lessee shall pay the Lessor the portion of the insurance premium charged to the Lessor.
- For every commenced hour during the Airport's operating hours, as defined in Article 12, in which the Business Premises are not open for business, the Lessee undertakes to pay the Lessor a contractual penalty in the amount of 100.00 BAM.
- In the event of documented actions of the Lessee defined in Section 7 "Penalties for Lessees" of the Complementary Services Pricelist — of which the Lessee is informed in writing by the Lessor's representative (via e-mail or letter) — if the Lessee fails to remedy the irregularity within the prescribed deadlines, the corresponding penalty amounts shall be invoiced to the Lessee.

The Lessee undertakes to pay the above contractual penalties within ten (10) calendar days of receiving the invoice.



The foregoing does not exclude the Lessor's right to unilaterally terminate this Agreement, in accordance with Article 18 of this Agreement, for the reasons stated above.

#### **Article 15**

##### **(Compensation of Costs to the Lessee in case of Restrictions on Business Operations)**

If the Lessor significantly limits or prevents the Lessee from performing its activity in such a way that it results in the closure of the Business Premises, the Lessor shall compensate the Lessee for the fixed costs (labour costs) incurred during that period, in the total amount of \_\_\_\_\_ **BAM per day.**

The obligation under this clause does not apply to situations for which the Lessor is not responsible, to circumstances of force majeure, or to circumstances beyond the Lessor's control.

### **TERMINATION OF THE LEASE**

#### **Article 16**

##### **(Methods of Terminating the Agreement)**

This Agreement, in addition to expiring upon the end of the period for which it was concluded, may also be terminated as follows:

- by unilateral termination of the Agreement by the Lessee;
- by unilateral termination of the Agreement by the Lessor;
- by mutual termination of the Agreement.

#### **Article 17**

##### **(Unilateral Termination of the Agreement by the Lessee)**

The Lessee may terminate the Agreement, with a notice period of 30 (thirty) days, if any one or more of the following events occur, but only after the Lessee has been previously notified in writing by the Lessor 15 (fifteen) calendar days in advance, provided that the Lessee has no outstanding debts towards the Lessor.

Events constituting grounds for unilateral termination of the Agreement by the Lessee are as follows:

- 1) the airport ceases to operate as an air terminal or all passenger air services are permanently discontinued at the airport for a period longer than 15 (fifteen) calendar days;
- 2) if the Lessor significantly restricts the Lessee from carrying out its activities for a period of at least 15 (fifteen) calendar days;
- 3) if a competent court issues a prohibition on using the airport in such a manner that the Lessee is significantly restricted in performing its business activities.

The Lessee may also terminate the Agreement without providing a specific justification. In this case, the notice period shall be a minimum of 3 (three) months from the date of receipt of the termination notice, while the Lessee must continue to comply with all rights, obligations, and valid lease conditions throughout the notice period.

Failure to comply with the above-mentioned notice period shall result in the Lessor **activating the bank guarantee and/or retaining the deposit.**

#### **Article 18**

##### **(Unilateral Termination of the Agreement by the Lessor)**

The Lessor may terminate the Agreement without a notice period due to a breach of contractual obligations, if, even after a written warning and the expiry of an additional deadline for fulfilment, the Lessee:

- **fails to provide the Lessor with an unconditional bank guarantee for proper contract performance / fails to pay the deposit;**
- does not duly fulfil the payment obligations assumed under the Agreement within the due deadlines, including failure to do so even after a written warning;
- does not act in accordance with Article 12 of the Agreement ("Other Obligations of the Lessee"), and especially if the Lessee:
  - 1) uses the Business Premises contrary to the Agreement or causes significant damage to them by failing to exercise due care;
  - 2) does not keep the Business Premises continuously and uninterruptedly open and does not provide all services during the opening hours of Sarajevo Airport, i.e. 7 (seven) days a week, including public holidays, on average 18 (eighteen) hours per day, generally between 05:00 and 23:00, with the understanding that the Lessor may change the working hours, of which the Lessee shall be notified



- in a timely manner and must ensure the necessary staffing for uninterrupted work during the changed hours;
- 3) performs improvements or alterations to the Business Premises without the Lessor's knowledge, or contrary to the Lessor's requirements and instructions;
  - 4) through its actions or omissions endangers, nullifies, suspends, or increases the premium of any insurance policy covering the Business Premises, buildings, or the airport as a whole;
  - 5) during the lease term makes available any confidential information about the Lessor to a third party, obtained during the lease relationship;
  - 6) fails to comply with security-related regulations;
  - 7) fails to fulfil other contractual obligations, and based on the circumstances it is evident that the Lessee will continue failing to fulfil them in the future.

The Lessor may also terminate the Agreement without providing any special justification. In this case, the notice period shall be a minimum of 3 (three) months from the date of receipt of the termination notice, with the Lessee being required to comply with all rights, obligations and applicable lease conditions throughout the notice period.

#### **Article 19 (Mutual Termination of the Agreement)**

The Lessee and the Lessor may agree to terminate the lease even before the expiry of the period for which the lease under this Agreement was established, in which case the termination agreement shall define all termination conditions, including in particular the notice period, mutual rights and obligations arising from the termination, etc.

#### **Article 20 (Settlement of Outstanding Obligations and Handover of the Premises)**

The Lessee shall, before the expiry of this Agreement, settle all due and outstanding obligations arising from this Agreement, and shall immediately upon the termination of the Agreement hand over the keys, i.e. possession of the Business Premises, to the Lessor.

The Lessee shall, within the deadline determined by the Lessor, return the Business Premises in the condition in which they were delivered, taking into account normal wear and tear, and shall first remove all of its own equipment, installations, and signage, all at its own expense.

If the Lessee fails to fulfil this obligation, the Lessor has the right to perform the necessary works at the Lessee's expense, including the right to **activate the bank guarantee and/or retain the deposit** to cover the incurred costs.

#### **Article 21 (Submission to Immediate Compulsory Enforcement)<sup>1</sup>**

The contracting parties hereby jointly declare and agree that if the Lessee, before the expiry of this Agreement, fails to settle with the Lessor all due and outstanding obligations arising from this Agreement, and after the termination of the Agreement fails to hand over possession of the Business Premises to the Lessor, the Lessee shall, immediately upon the termination of the Agreement, settle with the Lessor all due and outstanding obligations arising from this Agreement, insofar as the Lessor cannot recover such obligations in full from **the bank guarantee / deposited security**, and shall immediately, voluntarily, and without delay return the Business Premises into the possession of the Lessor.

In the event that the Lessee does not settle the above-mentioned obligations and/or does not return the Business Premises into the possession of the Lessor voluntarily and without delay, the Lessee expressly declares that it agrees to, and submits to, immediate compulsory enforcement against all of its assets for the collection of all due and outstanding obligations under this Agreement, as well as for the collection of any costs incurred in connection with returning the property into the possession of the Lessor, on the basis of a notarised document that shall be executed in accordance with the provisions of this Agreement, which shall be directly enforceable against any current owner in favour of the Lessor.

The Lessee further expressly declares that it agrees to immediate compulsory enforcement of the request for vacating and delivering the Business Premises to the Lessor, as described in Article 1 of this Agreement, on the basis of a notarised document that shall be executed, which shall be directly enforceable against any current owner in favour of the Lessor.

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<sup>1</sup> This clause on immediate enforcement shall be included and confirmed by the notary during the final drafting and certification of the agreement.



**FINAL PROVISIONS**

**Article 22**

**(Application of the Law on Obligations of the Federation of BiH)**

All matters not regulated by this Agreement shall be governed directly by the provisions of the Law on Obligations of the Federation of Bosnia and Herzegovina and other relevant regulations applicable in the Federation of Bosnia and Herzegovina.

**Article 23**

**(Jurisdiction of the Court in Sarajevo)**

The Contracting Parties shall attempt to resolve any disputes amicably. If this is not possible, disputes shall be resolved by the competent court with jurisdiction in Sarajevo.

**Article 24**

**(Amendments and Supplements to the Lease Agreement)**

Any amendments or supplements to this Agreement shall be made in written form, in the form of an annex to the Agreement.

**Article 25**

**(Date of Conclusion of the Agreement)**

This Agreement shall be deemed concluded on the date it is signed by the authorised representatives of the Contracting Parties. If the signatures are not made on the same date, the Agreement shall be deemed concluded on the date of signature by the authorised representative of the other Contracting Party.

**Article 26**

**(Number of Copies of the Agreement)**

This Agreement is executed in five (5) identical copies, of which the Lessor retains three (3) copies, and the Lessee retains two (2) copies.

**ON BEHALF OF THE LESSOR**

**Dino Selimović**, Acting Managing Director

\_\_\_\_\_

**Slobodan Kadijević**, Acting Executive Director

\_\_\_\_\_

Ref. Number: \_\_\_\_\_

Date : \_\_\_\_\_

**ON BEHALF OF THE LESSEE**

**(Full name of authorised person),  
(Title, e.g. director)**

\_\_\_\_\_

Ref. number: \_\_\_\_\_

Date : \_\_\_\_\_



**PC Sarajevo International Airport LLC Sarajevo**, with its registered office at 36 Kurt Schork Street, Ilidža, Decision on registration of business entity with the Municipal Court in Sarajevo, with the registration number 65-01-0419-11 (former number: 1-13237 ), identification number of the direct tax payers with the competent tax office – ID number: 4200068970001, identification number of the indirect tax payers with the Indirect Taxation Authority - VAT number: 200068970001, transaction account with UniCredit banka d.d. Mostar, number: 3387302205238447, represented by Dino Selimović, Acting Managing Director and Slobodan Kadrijević, Acting Executive Director, **(hereinafter: the Lessor)**

and

\_\_\_\_\_ (name of legal entity), with the registered office at:  
\_\_\_\_\_ (street and number, place), Decision on registration of  
business entity with \_\_\_\_\_ (name of court), with the registration number of subject of  
entry: \_\_\_\_\_ (registration number), identification number of the direct tax payer with the  
competent tax office - ID number: \_\_\_\_\_ (ID number), identification number of the  
indirect tax payer with the Indirect Taxation Authority - VAT number: \_\_\_\_\_ (VAT  
number), transaction account opened with \_\_\_\_\_ (bank name) number:  
\_\_\_\_\_ (account number), represented by: \_\_\_\_\_ (name and  
surname of authorised person), \_\_\_\_\_ (position, e.g. manager), **(hereinafter: the  
Lessee)**

concluded in Sarajevo

## LEASE AGREEMENT

### GENERAL PROVISIONS

#### Article 1 (Subject of the Lease)

The subject of this Agreement is to define mutual rights and obligations of the contracting parties regarding the lease of commercial premises - retail-type business premises designated as R1045, with a surface area of 33.39m<sup>2</sup>, located at 36, Kurt Schork Street, Ilidža - on the first floor of the extended part of Terminal B (hereinafter: the Business Premises) and the use of accompanying services.

The Lessor shall lease, and the Lessee shall accept the lease of the Business Premises aforementioned in accordance with the terms and conditions of this Agreement.

#### Article 2 (Purpose of the Premises and Range of Products)

The Lessee shall undertake to use the Business Premises exclusively for retail activities, under the name \_\_\_\_\_ **(enter the exact name of the retail space)** and in accordance with the agreed visual identity.

The Lessee shall not be authorised to change the name or any element of the visual and marketing identity without the prior written approval of the Lessor.

Before commissioning the Business Premises, the Lessee shall submit to the Lessor a detailed list of products and brands it intends to offer, to obtain a prior approval in writing.

The Lessee shall obtain from the competent customs authority an approval for the circulation of goods, which must be in accordance with the approved list of products and brands.

Any subsequent amendment or supplement to the customs approval on product types may only be made with the prior written approval of the Lessor.

The Lessor shall reserve the right to approve, limit, or prohibit specific products and brands in the Lessee's range of products at any time, of which the Lessee shall be duly notified in writing.



The Lessee shall not have the right to sublease the leased premises or in any other way transfer the right of use to any third parties.

### **Article 3 (Lease Price)**

The monthly lease price of the Business Premises referred to in Article 1 of this Agreement shall amount to:

- variable amount: \_\_\_\_\_ **(insert the percentage amount)** per month of the accomplished turnover in the month for which the payment is made, or
- fixed amount: \_\_\_\_\_ **BAM (in writing: \_\_\_\_\_ BAM) (insert the amount)** per month, whichever amount is higher.

For months in which the number of passengers at Sarajevo International Airport is less than 50,000, the Lessor shall not charge the Lessee the fixed part of the price referred to in the previous paragraph, but it shall only charge the Lessee the variable part of the price, regardless of the total amount, all in accordance with the item 3.1. of the Lessor's Complementary Services Pricelist.

The prices referred to in the previous paragraphs do not include value added tax (VAT), which shall be calculated in accordance with the applicable statutory rate on the date of the invoice issuance.

### **Article 4 (Utility Costs)**

Utility costs for use of electricity, heating, garbage collection, water, and sewage shall be fully borne by the Lessor, on a fair basis.

The Lessor shall reserve the right to inspect the actual use of utilities by the Lessee on the Business Premises.

If it is established that the Lessee uses utilities outside of the scope of standard business operations, the Lessor shall have the right to subsequently calculate and charge additional utility costs based on the actual consumption.

### **Article 5 (Application of the Complementary Services Pricelist and Contractual Penalties)**

The Lessee expressly confirms to be familiar with the applicable Complementary Services Pricelist of the Lessor and accepts its application to all services used under this Agreement, including any additional services not specifically agreed upon in this Agreement.

The price list of complementary services forms an integral part of this Agreement and it is available on the Lessor's website: <https://www.sarajevo-airport.ba/Page/Cjenovnik-komplementarnih-usluga>.

The Lessee accepts that all provisions of the Pricelist, including those relating to contractual penalties, shall be binding and have legal force as an integral part of this Agreement.

In the event of a breach of any contractual obligation, the Lessor shall have the right to calculate and collect contractual penalties according to the Pricelist, without the need for an additional separate agreement or annex.

The Lessee undertakes to pay all amounts of contractual penalties calculated in accordance with the Pricelist within 15 (fifteen) days as of the receipt of the invoice, without the right to dispute them.

### **Article 6 (Rights and Obligations in terms of Lease Price Modification)**

The Lessor shall reserve the right to change the prices for the lease of the premises and other services through modifications to the applicable Complementary Services Pricelist.

The Lessor shall notify the Lessee in writing of any price change without a delay, and no later than within eight (8) days from the date of entry into force of the amended Pricelist.

The Lessee shall submit a written statement to the Lessor regarding the acceptance or non-acceptance of new pricing terms and conditions within eight (8) days from the date of the receipt of the written notification of the change in the price of the lease.

If the Lessee accepts the new pricing terms and conditions, they shall enter into force on the date of delivery of the written consent.



If the Lessee fails to submit a statement within the stipulated period or refuses to accept the new pricing terms and conditions, the Agreement shall be deemed terminated upon the expiration of thirty (30) days from the date of the receipt of the notification on the change in the lease price.

**Article 7**  
**(Term of Agreement)**

This Agreement is concluded for a fixed term, i.e. for a period of \_\_\_\_\_ (*insert the validity period of the Agreement*), as of \_\_\_\_\_ (*insert date*) with the possibility of extending the lease period for an additional period of \_\_\_\_\_ (*insert period*), what shall be negotiated between the contracting parties in the last year of the lease.

**OBLIGATIONS OF THE LESSEE**

**Article 8**  
**(Payment)**

The lease shall be paid on a monthly basis. The Lessee shall make a non-cash lease payment to the Lessor's transaction account within 15 (fifteen) days from the date of the invoice issuance upon a receipt of the invoice issued by the Lessor.

The payment shall be deemed made on the day the payment received to the Lessor's transaction account.

In the event of late payment, the Lessor shall charge the Lessee default interest, starting from the date of default, in accordance with the Law on Default Interest Rate.

Any invoice that is not disputed in writing by the Lessee within 8 (eight) days from the date of being issued shall be deemed accepted.

All costs incurred through bank transfers when paying invoices shall be borne by the Lessee.

**Article 9**  
**(Furnishing and Conditions for Using the Business Premises)**

The contracting parties confirm that the Business Premises shall be \_\_\_\_\_ [*furnished/ unfurnished*] (*insert what is applicable*) at the time of entry into this Agreement.

If the Business Premises are unfurnished, the Lessee shall undertake to furnish them within **60 (sixty) days** from the date of entry into this Agreement, in accordance with the conceptual design approved by the Lessor.

The Lessee undertakes to use the Business Premises only after it has been furnished and brought into compliance with the prescribed technical and safety standards, what shall be stated in the minutes.

The Lessee shall maintain the Business Premises in accordance with the prescribed technical and safety standards, including regular maintenance of installations, devices, and equipment, regardless of whether the furnishing was provided by the Lessor or the Lessee.

Any failure to maintain the premises in accordance with the prescribed standards shall be deemed a breach of contractual obligations, with the Lessee being responsible for any consequences.

After furnishing the business premises, it shall be necessary to submit a protocol on the inspection and testing of electrical installations by an authorised company.

**Article 10**  
**(Deposit as a Security Instrument for proper Agreement Performance)**

The Lessee agrees to pay the Lessor, as a security instrument for proper performance of all obligations assumed under this Agreement, the amount of \_\_\_\_\_ (**corresponding to two monthly rents, calculated at the regular price without discount, increased by the amount of corresponding value added tax (VAT), what be recorded as a deposit and kept on the Lessor's account until the expiration or termination of the Agreement. (insert the amount of the deposit).**)

The Lessor shall have the right, without the prior approval of the Lessee, to use all or part of the deposit to settle any unfulfilled, partially fulfilled or overdue obligations of the Lessee under this Agreement, including compensation for any damage that the Lessee may cause.

The Lessor shall undertake to refund the deposit to the Lessee within 15 (fifteen) days from the date of termination of the Agreement, provided that the Lessee has fully fulfilled all contractual obligations, including the settlement of all claims, proper handover of possession, and the return of the keys.



The payment of the deposit shall be a condition for the commencement of use of the leased space. The Lessor shall reserve the right to deny the Lessee access to and use of the space until the deposit is paid in full.

**Optional  
Article 10**

**(Bank Guarantee as a Security Instrument for proper Agreement Performance)**

The Lessee adheres to, as a security instrument for proper performance of all obligations assumed under this Agreement, provide to the Lessor an unconditional bank guarantee by a renowned bank, payable on a first call, **in the amount of \_\_\_\_\_ BAM (in writing \_\_\_\_\_), with a validity period until \_\_\_\_\_. (insert the amount and the validity period).**

The Lessee is obligated to renew the bank guarantee for every year of the lease duration and provide it to the Lessor at least 5 business days before the expiration of the effective guarantee. Each renewal of the guarantee shall be for \_\_\_\_\_ **(insert period).**

The Lessor is entitled to, without a previous notification to the Lessee, invoke the bank guarantee in the event of non-performance, partial performance, or delay in performance of any of the Lessee's obligations under this Agreement.

The submission of a valid bank guarantee is a requirement for the conclusion of the Agreement and the commencement of using the leased premises.

The Lessor retains the right not to make available the access to the premises until the guarantee is duly delivered.

**Article 11**

**(Ownership of Equipment and Right of Retention)**

All commercial equipment, signs, devices, and other property of the Lessee, whether built-in or movable, and used on the Business Premises, shall remain the property of the Lessee.

The Lessee has the right to remove its equipment and property at any time, provided that:

- a) the Lessee is not in breach of its obligations under this Agreement;
- b) the removal does not cause, contribute to, or lead to the non-fulfilment of the Lessee's contractual obligations;
- c) the removal does not cause material damage to the Business Premises or to the Airport's property.

Any removal of equipment and property must first be approved in writing by the Lessor. The Lessor shall not withhold approval if the Lessee is not in breach of its obligations.

The Lessee undertakes to:

- a) remedy, at its own expense, any damage caused by relocating or removing the equipment, in all cases, including upon the termination of the lease;
- b) replace the removed equipment with commercial equipment of similar or better quality, as long as the Agreement remains in force.

In the event of non-fulfilment of its obligations under this Agreement, the Lessor shall have a lien and a right of retention, i.e. the right to retain all property of the Lessee until the Lessee fulfils its obligations.

The Lessor also has the right to recover its claims from the value of the retained equipment, in the same manner as a secured creditor, provided that the Lessee is duly notified in advance of the Lessor's intention to proceed with collection.

**Article 12**

**(Other Obligations of the Lessee)**

The Lessee is obliged to:

1. Regarding general obligations:

- duly and within the deadlines fulfil all obligations related to payments undertaken under this Agreement;
- without delay notify the Lessor of any hidden defect in the Business Premises referred to in Article 1 of this Agreement;



- comply with the Rulebook on Determining Requirements and Administrative Procedures related to Airports ("Official Gazette of BiH", Nos. 17/21, 42/24 and 46/25);
  - without delay notify the Lessor of any change in persons authorised to represent the Lessee.
2. Regarding the use of the premises:
- use the leased Business Premises exclusively under the approved trade name, and not change the nature of the business or the use of the premises;
  - not offer for sale, install, maintain, or operate, nor allow the installation of equipment for displaying commercial content of any item, product, service, or thing that is not available within the facility;
  - comply with all standards, rules, regulations and procedures applicable to the Lessor, as well as all laws and regulations of the competent authorities during the lease period, especially the policy "*Code of Conduct for Tenants Operating at the Sarajevo Airport Site*". Notices of the content of these acts, including amendments and supplements, shall be delivered by the Lessor to the Lessee's e-mail address [redacted] or to the Lessee's registered seat address (all notices, statements and correspondence may be delivered by e-mail or registered mail; the date of receipt shall be considered: for e-mail – the date the message was sent, for registered mail – the date the shipment was delivered);
  - not install radio or television receivers or other similar devices, nor install RTV or Wi-Fi antennas without the Lessor's approval.
3. Regarding personnel:
- ensure that engaged personnel obtain a movement permit for the border crossing area, issued by the Border Police Unit – Sarajevo Airport;
  - ensure that all personnel working in the Business Premises:
    - a) display name tags, airport badges and all other mandatory airport identification in a visible manner while on airport premises, which includes consent to undergo security and other relevant checks during the permit issuance process by the Border Police Unit Sarajevo Airport;
    - b) are familiar with all applicable airport and Lessee policies, which the Lessee must communicate to them.
4. Regarding the quality of services and product prices:
- carry out the retail sale of goods in the Business Premises in accordance with applicable legal regulations and other norms and standards for this type of business;
  - provide and maintain a high level of product and service quality for customers, at prices comparable to other airports and locations outside the airport, while continuously monitoring customer needs and improving its services.
5. Regarding investment, improvements and maintenance of the premises:
- maintain the Business Premises equipped in accordance with the submitted and previously approved conceptual design;
  - perform installation of additional equipment or changes in the Business Premises only with the prior approval of the Lessor's technical services;
  - maintain the Business Premises at no cost to the Lessor, in good working order, including all necessary replacements and compliance with all applicable laws in every part of the premises;
  - for waste disposal, use the Lessor's service according to its procedures (method and time of disposal) and participate in recycling programs as instructed by the Lessor;
  - for hygiene maintenance of the Business Premises, use exclusively the Lessor's service for floors and glass surfaces, according to the agreed schedule (floors once daily; glass partitions as needed but not more than once a month). Extraordinary cleaning (spills, flooding, etc.) may be performed upon the Lessee's request, subject to staff availability. The Lessee is responsible for regular cleaning of all other surfaces (furniture, devices, appliances, display units, refrigerators, counters, etc.) and ensuring maximum hygiene;
  - not use, store or release any hazardous substances, intentionally or unintentionally, in the Business Premises or at the airport contrary to applicable environmental laws or regulations, and upon expiry of the lease, promptly remove at its own expense all hazardous materials, tanks and containers used by the Lessee or its subcontractors or suppliers;



- perform enhanced disinfection of the Business Premises, including equipment and inventory, to maintain high hygienic and health standards;
  - allow the Lessor to enter the Business Premises at any time to perform inspections and determine whether the Lessee has complied with the obligations above, and to carry out, after 7 (seven) calendar days from written notice, any urgent tasks that the Lessee failed to perform.
6. Regarding liability, indemnification and insurance:
- not perform or allow any activity in the Business Premises that would nullify, suspend, or increase the premium of any insurance policy covering the premises, buildings or airport; otherwise, the Lessee shall pay the portion of the premium charged to the Lessor due to such conduct;
  - indemnify all employees of the Lessor and personnel of other tenants against all claims, demands, losses, fines, damages or compensation costs arising from injury or death of any person, or damage to any property, or other harm, including reasonable investigation and defence costs (lawyers' fees, court costs, expert fees), if arising in or around the Business Premises or due to acts or omissions of the Lessee, its personnel, contractors or suppliers, or due to any condition of the Business Premises or the Lessee's operations, except for liability arising from the Lessor's exclusive negligence;
  - at its own expense, obtain an insurance policy for general liability coverage for its activities in the Business Premises, as well as insurance for its personnel, and provide proof of such insurance to the Lessor, without the possibility of reducing the insurance premium.
7. Regarding information protection:
- during the lease term and after its termination, not disclose, make available, transfer or otherwise provide to third parties any confidential information relating to the Lessor that was obtained during the lease relationship, without the Lessor's prior written approval;
  - upon termination of the lease, immediately return or permanently destroy all documentation, records, media and any material containing or referring to the Lessor's confidential information.
8. Regarding carrying out retail activity on the Business Premises:
- submit a monthly report on turnover from the fiscal device no later than the 3rd of the current month for the previous month. The Lessee must record every individual transaction through the fiscal device installed in the Business Premises, and the fiscal device reports shall serve as evidence of turnover. Upon the Lessor's request, the Lessee shall present documentation on the activation of the fiscal device/terminal and notify the Lessor of any changes;
  - ensure the Business Premises are continuously and uninterruptedly open and provide all services during Sarajevo Airport's opening hours — 7 days a week, including public and religious holidays, for an average of 18 hours per day, generally from 05:00 to 23:00 — and clearly display the current working hours aligned with the airport's hours. The Lessor will verify compliance through inspections, video surveillance, and other methods. Any irregularities will be communicated in writing. Operating hours may be shorter depending on the flight schedule. Any extraordinary closure must be approved by the Lessor;
  - ensure users may enter and move within the Business Premises without obstacles; the storage of boxes, cartons, barrels or similar items inside the premises is not permitted;
  - announce deliveries in advance through the Lessor's competent service to allow unobstructed access for delivery vehicles and personnel;
  - ensure that all personnel working in the Business Premises:
    - a) are clean and neat at all times and provide courteous and professional service;
    - b) wear tidy clothing appropriate for their work, preferably uniforms;
    - c) are attentive to customers' needs, show a positive attitude, and refrain from personal conversations in sales areas;
    - d) are trained to use equipment and devices used for retail operations (e.g., credit card transaction equipment);
    - e) in addition to BHS languages, speak and understand at least English at the level required for their duties;
  - apply prices and charges individually to each item;



- allow the Lessor to monitor, test and/or inspect services at any time, directly or through a third party;
- are employed, trained, supervised, directed and allocated in sufficient numbers;
- do not undertake any additional changes or improvements without the Lessor's written approval;
- install additional equipment at their own expense, of first-class quality. All commercial equipment installed by the Lessee remains their property and may be removed if the Lessee is not in breach of obligations and removal does not cause damage or interfere with contractual obligations. Any damage must be repaired at the Lessee's expense;
- replace removed equipment with equipment of similar or better quality;
- not place any signage or advertising on glass surfaces without prior written approval, except branding of small equipment or inventory. Branding of larger surfaces may be performed only by prior agreement defining fair revenue sharing;
- comply with the Regulation on the Manner and Procedure for Applying Security Measures and Performing the Transport and Transfer of Cash, Securities and Valuables ("Official Gazette of FBiH", Nos. 76/15 and 73/21), and inform the Lessor of all details relating to the implementation of these measures.
- the Lessee shall inform the Lessor of all details related to the implementation of the measures referred to in the previous paragraph.

## **OBLIGATIONS OF THE LESSOR**

### **Article 13 (Obligations of the Lessor)**

The Lessor undertakes to:

- issue regular monthly invoices for the Business Premises lease fee;
- ensure the Lessee's uninterrupted use of the Business Premises;
- regularly, on a monthly basis and no later than the 5th day of each month, provide the Lessee with passenger-number data, for the purpose of proper fulfilment of the Lessee's financial obligations to the Lessor as defined in Article 2 of this Agreement;
- be responsible for any deficiencies of the Business Premises that hinder their contractual or ordinary use, provided that the Lessee is, beyond any reasonable doubt, not responsible for them;
- promptly inform the Lessee if safe use of the Business Premises is not possible, or if their use is prevented due to force majeure or due to reasons referred to in Article 16, paragraph 2, items 1–3 of this Agreement, or for any other reasons;
- according to its capabilities and available capacities, provide parking on the official parking area for the Lessee or its personnel, which shall be arranged subsequently between the contracting parties;
- timely inform the Lessee of any changes regarding the opening/closure of the airport, so that the Lessee may adjust the opening hours of the Business Premises accordingly;
- provide its consents and approvals for activities of the Lessee requiring written or verbal consent under this Agreement in good faith and within the shortest possible time;
- enable the Lessee to use other, i.e. common premises, to the extent necessary for regular performance of business activities in the Business Premises, and ensure unobstructed and rational use of access routes to such areas for supply and other operational needs;
- ensure the implementation of protection measures – video surveillance – in Terminal B, using available resources that will be adjusted if necessary to the function of the Business Premises;
- familiarize the Lessee with the general rules of conduct and behaviour at the airport, with the policy "Code of Conduct for Tenants Operating at Sarajevo Airport", particularly regarding civil aviation security (Security), emphasizing that the Lessee's staff must be aware of and comply with all measures required to eliminate risks related to security (and partly air navigation safety – Safety).

## **CONTRACTUAL PENALTIES**

### **Article 14 (Contractual Penalties for the Lessee)**

In the event of non-fulfilment of contractual obligations by the Lessee, the parties agree that the Lessee shall pay the following monetary penalties to the Lessor:



- if the Lessor, due to the Lessee's negligence, must carry out necessary renovations, the full cost of labour and materials, plus any other fees required for such works, increased by 50% for administrative expenses, shall be invoiced to the Lessee, and the Lessee shall remit the full amount to the Lessor;
- if the Lessee, through its actions or omissions, endangers, nullifies, suspends, or increases the premium of any insurance policy covering the Business Premises, buildings, or the airport as a whole, the Lessee shall pay the Lessor the portion of the insurance premium charged to the Lessor;
- in case of documented actions of the Lessee defined in Section 7 – Penalties for Lessees – of the Lessor's Complementary Services Pricelist, of which the Lessor's representative informs the Lessee in writing (by e-mail or letter), and if the Lessee fails to eliminate the irregularity within the prescribed deadlines, the specified penalties shall be invoiced to the Lessee.

The Lessee undertakes to pay the above contractual penalties within 10 (ten) calendar days from the date of invoice issuance.

The foregoing does not exclude the Lessor's right to unilaterally terminate this Agreement under Article 15 of this Agreement.

## TERMINATION OF THE LEASE

### Article 15

#### (Methods of Terminating the Agreement)

This Agreement, in addition to expiring upon the end of the period for which it was concluded, may also be terminated as follows:

- unilateral termination of the Agreement by the Lessee;
- unilateral termination of the Agreement by the Lessor;
- mutual termination of the Agreement;
- termination due to changes in pricing conditions.

### Article 16

#### (Unilateral Termination of the Agreement by the Lessee)

The Lessee may terminate the Agreement with a notice period of 30 (thirty) days, if any one or more of the following events occur, but only after the Lessor has informed the Lessee thereof in writing at least 15 (fifteen) calendar days in advance, provided that the Lessee has no outstanding debts towards the Lessor.

Events constituting grounds for unilateral termination by the Lessee:

- 1) the airport ceases to operate as an air terminal or all passenger air services are permanently discontinued for longer than 15 (fifteen) calendar days;
- 2) the authority responsible for airport functioning and control significantly restricts the Lessee from performing its business activity for at least 15 (fifteen) calendar days;
- 3) a competent court issues a prohibition on the use of the airport in a manner that significantly restricts the Lessee from performing its business activities.

The Lessee may also terminate the Agreement without specific justification. In this case, the notice period shall be a minimum of 3 (three) months from the date of receipt of the termination notice, and the Lessee must comply with all rights and obligations throughout the notice period.

Failure to comply with the notice period shall result in the retention of the paid deposit.

### Article 17

#### (Unilateral Termination of the Agreement by the Lessor)

The Lessor may terminate the Agreement without a notice period due to a breach of contractual obligations, if, even after a written warning and expiry of an additional period for fulfilment, the Lessee:

- **fails to pay the deposit / fails to submit the required bank guarantee (as applicable)** under Article 10 of this Agreement;
- does not duly fulfil payment obligations under the Agreement by the due dates, including failure even after written warning;
- acts contrary to Article 11 (Other Obligations of the Lessee), particularly if the Lessee:
  - 1) uses the Business Premises contrary to the Agreement or causes significant damage due to lack of due care;
  - 2) fails to keep the Business Premises continuously open and provide all services as required under Article 12;



- 3) fails to employ, train, supervise, direct, and assign personnel in sufficient numbers, or if the personnel do not meet the requirements of Article 12;
- 4) performs improvements without the Lessor's knowledge or contrary to its instructions;
- 5) through action or omission jeopardizes, nullifies, suspends, or increases the premium of any insurance policy covering the premises;
- 6) discloses, makes available or otherwise provides confidential information relating to the Lessor to third parties;
- 7) fails to comply with security regulations;
- 8) fails to fulfil other contractual obligations and it is evident from the circumstances that the Lessee will continue to fail to fulfil them.

The Lessor may also terminate the Agreement without special justification, in which case the notice period shall be a minimum of 3 (three) months.

#### **Article 18 (Mutual Termination of the Agreement)**

The Lessee and the Lessor may agree to terminate the lease prior to the expiry of the contractual period. Such a termination agreement shall define all conditions of termination, including the notice period, mutual obligations, and all other relevant elements.

#### **Article 19 (Termination Due to Change of Pricing Conditions)**

The Agreement shall be deemed terminated 30 (thirty) days after receipt of the notice of change in lease price, if the Lessee does not accept the new pricing conditions in accordance with Article 6 of this Agreement.

#### **Article 20 (Settlement of Obligations and Handover of the Premises)**

The Lessee must, before expiry of this Agreement, settle all due and outstanding obligations and immediately upon termination hand over the keys and possession of the Business Premises to the Lessor.

The Lessee must, within a deadline determined by the Lessor, return the Business Premises in the condition in which they were delivered, taking into account normal wear and tear, and must remove all of its own equipment, installations and signage at its own expense.

If the Lessee fails to do so, the Lessor may perform these works at the Lessee's expense, including the right to activate the bank guarantee and/or retain the deposit.

#### **Article 21 (Submission to Immediate Compulsory Enforcement)<sup>2</sup>**

The Contracting Parties hereby jointly declare and agree that, should the Lessee fail to settle with the Lessor all due and outstanding obligations arising from this Agreement prior to its termination, and should the Lessee, after termination of the Agreement, fail to return the Business Premises into the possession of the Lessor, the Lessee shall be obliged, immediately upon termination of the Agreement, to settle with the Lessor all due and outstanding obligations arising from this Agreement, in the event that the Lessor is unable to collect such obligations in full from **the bank guarantee / provided deposit**, as well as to immediately, voluntarily, and without delay return the Business Premises into the possession of the Lessor.

In the event that the Lessee does not settle the aforementioned obligations and/or does not return the Business Premises into the possession of the Lessor voluntarily and without delay, the Lessee expressly declares that they consent to and submit themselves to immediate compulsory enforcement against all of their assets for the purpose of collecting all due and outstanding obligations arising from this Agreement, as well as for the purpose of collecting any potential costs incurred in connection with returning the property into the Lessor's possession, based on a notarized document which shall be executed in accordance with the provisions of this Agreement, such that it shall be directly enforceable against any subsequent owner for the benefit of the Lessor.

The Lessee additionally expressly declares that they consent to immediate compulsory enforcement of the claim for vacating and delivering the Business Premises to the Lessor, as specified in Article 1 of this

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<sup>2</sup> This clause on immediate enforcement shall be included and confirmed by the notary during the final drafting and certification of the agreement.



Agreement, on the basis of the notarized document to be executed, such that it shall be directly enforceable against any subsequent owner for the benefit of the Lessor.

**FINAL PROVISIONS**

**Article 22  
(Application of the Law on Obligations of FBiH)**

All matters not regulated by this Agreement shall be governed directly by the provisions of the Law on Obligations of the Federation of Bosnia and Herzegovina and other applicable regulations in the FB&H.

**Article 23  
(Jurisdiction of the Court in Sarajevo)**

The contracting parties shall attempt to resolve any disputes amicably. If this is not possible, disputes shall be resolved by the court with subject-matter jurisdiction in Sarajevo.

**Article 24  
(Amendments and Supplements to the Lease Agreement)**

Any amendments or supplements to this Agreement must be made in writing, in the form of an Annex to the Agreement.

**Article 25  
(Date of Conclusion of the Agreement)**

This Agreement shall be considered concluded on the date it is signed by the authorised representatives of the contracting parties. If the signatures are not made on the same date, the Agreement shall be considered concluded on the date of the signature of the second party.

**Article 26  
(Number of Copies of the Agreement)**

This Agreement is executed in five (5) identical copies, of which the Lessor retains three (3) copies and the Lessee retains two (2) copies.

**ON BEHALF OF THE LESSOR**

**Dino Selimović**, Acting Managing Director

\_\_\_\_\_

**Slobodan Kadijević**, Acting Executive Director

\_\_\_\_\_

Ref. Number: \_\_\_\_\_

Date : \_\_\_\_\_

**ON BEHALF OF THE LESSEE**

**(Full name of authorised person),  
(Title, e.g. director)**

\_\_\_\_\_

Ref. number: \_\_\_\_\_

Date : \_\_\_\_\_



**PC Sarajevo International Airport LLC Sarajevo**, with its registered office at 36 Kurt Schork Street, Ilidža, Decision on registration of business entity with the Municipal Court in Sarajevo, with the registration number 65-01-0419-11 (former number: 1-13237 ), identification number of the direct tax payers with the competent tax office – ID number: 4200068970001, identification number of the indirect tax payers with the Indirect Taxation Authority - VAT number: 200068970001, transaction account with UniCredit banka d.d. Mostar, number: 3387302205238447, represented by Dino Selimović, Acting Managing Director and Slobodan Kadrijević, Acting Executive Director, **(hereinafter: the Lessor)**

and

\_\_\_\_\_ (*name of legal entity*), with the registered office at:  
\_\_\_\_\_ (*street and number, place*), Decision on registration of  
business entity with \_\_\_\_\_ (*name of court*), with the registration number of subject of  
entry: \_\_\_\_\_ (*registration number*), identification number of the direct tax payer with the  
competent tax office - ID number: \_\_\_\_\_ (*ID number*), identification number of the  
indirect tax payer with the Indirect Taxation Authority - VAT number: \_\_\_\_\_ (*VAT  
number*), transaction account opened with \_\_\_\_\_ (*bank name*) number:  
\_\_\_\_\_ (*account number*), represented by: \_\_\_\_\_ (*name and  
surname of authorised person*), \_\_\_\_\_ (*position, e.g. manager*), **(hereinafter: the  
Lessee)**

concluded in Sarajevo

## LEASE AGREEMENT

### GENERAL PROVISIONS

#### Article 1 (Subject of the Lease)

The subject of this Agreement is to define mutual rights and obligations of the contracting parties regarding the lease of a commercial unit intended for service activities – consisting of business premises located on the first floor of Terminal "B" of Sarajevo International Airport (hereinafter collectively referred to as: the Business Premises), designated as:

- R1029, surface area 75.00 m<sup>2</sup>,
- R1030, surface area 14.60 m<sup>2</sup>.

The Lessor leases, and the Lessee accepts the lease of the aforementioned Business Premises in accordance with the terms of this Agreement.

#### Article 2 (Purpose of the Premises and the Offer of the Services)

The Lessee undertakes to use the Business Premises exclusively for carrying out the service activities, under the name \_\_\_\_\_ (**enter the exact name of the service-related premises**) and in accordance with the agreed visual identity.

The Lessee is not authorised to change the name or any element of the visual or marketing identity without the Lessor's prior written approval.

Before commencing operations on the Business Premises, the Lessee must submit to the Lessor a detailed offer of the services, for the purpose of a prior written approval.

Any subsequent change or addition to the offer of the services in question may be made exclusively with the Lessor's prior written approval.

The Lessor reserves the right to approve, limit, or prohibit a certain type of services at any time, of which the Lessee shall be promptly notified in writing.

The Lessee shall not sublease the leased premises nor transfer the right of use to any third party in any manner.



**Article 3  
(Lease Price)**

The monthly lease price for the Business Premises referred to in Article 1 of this Agreement amounts to:

- variable amount: \_\_\_% (**enter percentage**) per month of the accomplished turnover for the month for which payment is made, or
- fixed amount: \_\_\_\_\_ **BAM (in writing: \_\_\_\_\_ BAM) (insert the amount)** per month, whichever amount is higher.

For months in which the number of passengers at Sarajevo International Airport is below 50,000, the Lessor shall not charge the fixed part of the lease price; instead, only the variable part shall be charged, regardless of the total amount, all in accordance with item 3.1 of the Lessor's Complementary Services Pricelist.

The prices referred to above do not include value added tax (VAT), which shall be calculated in accordance with the applicable statutory rate on the date of invoice issuance.

**Article 4  
(Utility Costs)**

Utility costs for electricity, heating, waste collection, water and sewage shall be fully borne by the Lessor, based on fair usage.

The Lessor reserves the right to verify the actual consumption of utility services in the Business Premises by the Lessee.

If it is established that the Lessee is using utility services beyond the scope of regular business operations, the Lessor has the right to subsequently calculate and charge additional utility costs based on actual consumption.

**Article 5  
(Application of the Complementary Services Pricelist and Contractual Penalties)**

The Lessee expressly confirms being familiar with the Lessor's applicable Complementary Services Pricelist and accepts its application to all services used under this Agreement, including any additional services not specifically regulated herein.

The Complementary Services Pricelist forms an integral part of this Agreement and is available on the Lessor's website at the following link: <https://www.sarajevo-airport.ba/Page/Cjenovnik-komplementarnih-usluga>

The Lessee accepts that all provisions of the Pricelist, including those relating to contractual penalties, are binding and have legal force as part of this Agreement.

In the event of a breach of any contractual obligation, the Lessor may calculate and charge contractual penalties in accordance with the Pricelist, without the need for a separate agreement or annex.

The Lessee undertakes to pay all contractual penalty amounts calculated in accordance with the Pricelist within 15 (fifteen) days of receiving the invoice, without the right to dispute them.

**Article 6  
(Rights and Obligations Related to Lease Price Changes)**

The Lessor reserves the right to change the prices for lease of the premises and other services through amendments to the applicable Complementary Services Pricelist.

The Lessor must notify the Lessee in writing of any price changes without delay, and no later than eight (8) days from the effective date of the amended Pricelist.

The Lessee must submit a written statement of acceptance or non-acceptance of the new pricing terms within eight (8) days of receiving the written notification of the change.

If the Lessee accepts the new pricing terms, they enter into force on the date the written consent is delivered.

If the Lessee fails to submit a statement within the prescribed deadline or refuses to accept the new pricing terms, the Agreement shall be deemed terminated upon the expiration of thirty (30) days from the date of receipt of the notification on the lease price change.



#### Article 7

##### (Duration of the Agreement)

This Agreement is concluded for a fixed term of \_\_\_\_\_ (enter duration), commencing on \_\_\_\_\_ (enter date), with the possibility of extending the lease for an additional period of \_\_\_\_\_ (enter duration), which the contracting parties shall negotiate in the final year of the lease.

### OBLIGATIONS OF THE LESSEE

#### Article 8

##### (Payment of the Lease)

The lease is paid on a monthly basis. The Lessee is obliged, upon receipt of the invoice issued by the Lessor, to make a non-cash payment of the lease fee to the Lessor's transaction account within 15 (fifteen) days from the date of invoice issuance.

The payment shall be considered executed on the day the lease fee is received to the Lessor's transaction account.

In the event of a delay in payment, the Lessor shall charge the Lessee default interest, starting from the date of default, in accordance with the Law on the Interest Rate for Late Payments.

Any invoice that is not disputed in writing by the Lessee within 8 (eight) days from the date of issuance shall be deemed accepted.

All costs incurred through bank transfers when paying invoices shall be borne by the Lessee.

#### Article 9

##### (Furnishing and Conditions for Using the Business Premises)

The contracting parties confirm that, at the time of concluding this Agreement, the Business Premises are: **(furnished / unfurnished\)** (insert as applicable).

If the Business Premises are not furnished, the Lessee undertakes to furnish them within **60 (sixty) days** from the date of conclusion of this Agreement, in accordance with the conceptual design approved by the Lessor.

The Lessee undertakes to use the Business Premises only after they have been furnished and brought into compliance with the prescribed technical and safety standards, which shall be confirmed in the minutes.

The Lessee is obliged to maintain the Business Premises in accordance with the prescribed technical and safety standards, including regular maintenance of installations, devices, and equipment, regardless of whether the furnishing was carried out by the Lessor or the Lessee.

Any failure to maintain the premises in accordance with the prescribed standards shall be considered a breach of contractual obligations, whereby the Lessee shall bear responsibility for any resulting consequences.

After furnishing the Business Premises, it is necessary to submit a protocol on the inspection and testing of electrical installations, tested by an authorised company.

#### Article 10

##### (Deposit as an Instrument of Security for the Proper Performance of the Agreement)

The Lessee accepts that, as an instrument of security for the proper performance of all obligations undertaken under this Agreement, it shall pay the Lessor an amount of \_\_\_\_\_ (corresponding to \_\_\_ monthly rents, calculated at the regular price without the applied discount, increased by the applicable value-added tax – VAT), which shall be recorded as a deposit and kept in the Lessor's account until the expiry or termination of the Agreement (insert the amount of the deposit).

The Lessor has the right, without the prior approval of the Lessee, to use the entire deposit or a portion thereof to settle any unfulfilled, partially fulfilled, or overdue obligations of the Lessee under this Agreement, including compensation for any damage the Lessee may cause.

The Lessor undertakes to refund the deposit to the Lessee within 15 (fifteen) days from the date of termination of the Agreement, provided that the Lessee has fully complied with all contractual obligations, including the settlement of all claims, proper handover of possession, and return of the keys.

Payment of the deposit constitutes a condition for the commencement of the use of the leased premises. The Lessor reserves the right to deny the Lessee access to and use of the premises until the deposit has been paid in full.



**Optional  
Article 10**

**(Bank Guarantee as an Instrument of Security for the Proper Performance of the Agreement)**

The Lessee undertakes to provide the Lessor, as an instrument of security for the proper performance of all obligations under this Agreement, with an unconditional bank guarantee issued by a reputable bank, payable upon first demand, in the amount of \_\_\_\_\_ BAM (in writing: \_\_\_\_\_), with a validity period until \_\_\_\_\_ (insert the amount and validity period).

The Lessee is obliged to renew the bank guarantee for each year of the lease term and submit it to the Lessor no later than five business days before the expiry of the current guarantee. Each renewal shall be for a period of \_\_\_\_\_ (insert period).

The Lessor has the right, without prior notice to the Lessee, to activate the bank guarantee in the event of non-performance, partial performance, or delay in performing any obligation of the Lessee under this Agreement.

Submission of a valid bank guarantee is a condition for entering into the Agreement and commencing the use of the leased premises.

The Lessor reserves the right to deny access to the premises until the guarantee has been duly submitted.

**Article 11**

**(Ownership of Equipment and Right of Retention)**

All commercial equipment, signs, devices, and other property of the Lessee, whether built-in or movable, and used in the Business Premises, shall remain the property of the Lessee. The Lessee has the right to remove its equipment and property at any time, provided that:

- a) the Lessee is not in breach of its obligations under this Agreement;
- b) the removal does not cause, contribute to, or result in the non-performance of the Lessee's contractual obligations;
- c) the removal does not cause material damage to the Business Premises or to the property of the Airport.

Any removal of equipment and property must first be approved in writing by the Lessor. The Lessor shall not withhold approval if the Lessee is not in breach of its obligations.

The Lessee undertakes to:

- a) remedy, at its own expense, any damage caused by relocating or removing equipment, in all cases including upon the termination of the lease;
- b) replace the removed equipment with commercial equipment of similar or better quality, for as long as the Agreement remains in force.

In the event of non-performance of its obligations under this Agreement, the Lessor has a lien and a right of retention, i.e., the right to retain all property of the Lessee until the Lessee fulfils its obligations.

The Lessor also has the right to recover its claims from the value of the retained equipment, in the same manner as a secured creditor, provided that the Lessee is duly notified of the Lessor's intention to collect before the enforcement takes place.

**Article 12**

**(Other Obligations of the Lessee)**

The Lessee is obliged to:

1) Regarding general obligations:

- duly and within the deadlines fulfil all obligations related to payments undertaken under this Agreement;
- without delay inform the Lessor of any hidden defect in the Business Premises referred to in Article 1 of this Agreement;
- comply with the Rulebook on Determining Requirements and Administrative Procedures Related to Airports ("Official Gazette of BiH", Nos. 17/21, 42/24 and 46/25);
- without delay inform the Lessor of any change in the persons authorised to represent the Lessee.



2) Regarding the use of the premises:

- use the leased Business Premises exclusively under the approved trade name, and not change the nature of the business or the use of the premises;
- not offer for sale, install, maintain or operate, nor allow the installation of equipment for displaying commercial content of any item, product, service or thing that is not available within the facility;
- comply with all standards, rules, regulations and procedures applicable to the Lessor, as well as all laws and regulations of the competent authorities during the lease period, especially the Policy "Code of Conduct for Tenants Operating at the Sarajevo Airport Site". Notifications on the content of these acts, as well as their amendments, shall be delivered by the Lessor to the Lessee via **e-mail** [redacted] or to the Lessee's registered address (all notices may be delivered by e-mail or registered mail; the date of receipt shall be: for e-mail – the date the message was sent, for registered mail – the date the shipment was delivered);
- allow the Lessor to monitor, test and/or inspect its services at any moment, either directly or through a third party, without unnecessary interference with the Lessee's business operations;
- not install radio or television receivers or similar devices, nor install RTV or Wi-Fi antennas in the Business Premises without the Lessor's consent.

3) Regarding personnel:

- regularly submit updated data on its engaged personnel to the competent Border Police Unit – Sarajevo Airport, in accordance with the Rulebook on the Appearance, Contents, Conditions and Procedure for Issuing and Revoking Permits for the Movement and Stay of Vehicles in Security Restricted Zones at International Airports in BiH ("Official Gazette of BiH", No. 26/25);
- ensure that all engaged personnel are familiar with all applicable airport and Lessee policies.

4) Regarding service quality and product prices:

- conduct the service activities on the Business Premises in accordance with applicable legal regulations and other norms and standards for this business activity;
- provide and maintain a high level of quality of products and services for customers, at prices comparable to those at other airports and locations outside the airport, continuously monitoring customer needs and improving its services.

5) Regarding investment, improvements and maintenance:

- maintain the Business Premises equipped in accordance with the submitted and previously approved conceptual design;
- carry out installation of additional equipment or modifications in the Business Premises only with the prior approval of the Lessor's technical services;
- maintain the Business Premises at no cost to the Lessor, in good condition and operational, including all necessary replacements and compliance with applicable laws;
- use the Lessor's service for the disposal of waste and other refuse, in accordance with the Lessor's procedures (method and timing of disposal), and participate in recycling programmes as instructed by the Lessor;
- use exclusively the Lessor's service for maintaining floor and glass surfaces, according to the agreed schedule (floors once daily; glass partitions as needed but not more than once monthly). Extraordinary cleaning (spills, flooding, etc.) may be carried out upon request, depending on staff availability. For all other surfaces (furniture, equipment, appliances, display units, refrigeration units, counters, etc.) the Lessee is responsible for ensuring regular cleaning and maximum hygiene;
- not use, store or release hazardous substances, intentionally or unintentionally, in the Business Premises or on the airport premises contrary to any applicable environmental law or regulation, and upon termination of the lease, at its own expense immediately remove all hazardous materials, tanks and containers used by itself or its subcontractors/suppliers;
- perform enhanced disinfection of the Business Premises, including equipment and inventory, to maintain high hygiene and health standards;
- allow the Lessor access to the Business Premises at any time to conduct inspections and verify compliance, and perform any required actions the Lessee failed to carry out within 7 (seven) calendar days of written notice.



- 6) Regarding liability, indemnification and insurance:
- not perform or allow any activity that would nullify, suspend or increase the premium of any insurance policy covering the Business Premises, buildings or airport; otherwise the Lessee shall reimburse the Lessor for the portion of the increased insurance premium;
  - indemnify all employees of the Lessor and personnel of other tenants from all claims, demands, losses, fines, damages or compensation costs arising from injury or death of any person or damage to property, including reasonable investigation and defence costs (legal fees, court costs, expert fees), arising in or around the Business Premises or from acts/omissions of the Lessee, its employees, contractors or suppliers, except for liability resulting from the Lessor's exclusive negligence;
  - at its own expense obtain insurance coverage for general liability arising from its business activity in the Business Premises, as well as insurance for its personnel, and provide the Lessor with proof of such insurance without the possibility of later reducing the premium.
- 7) Regarding information protection:
- during the lease term and after its termination, not disclose or make available to third parties any confidential information related to the Lessor obtained or learned during the lease, without the Lessor's prior written consent;
  - upon termination of the lease, immediately return or permanently destroy all documents, records, media and other materials containing or referring to the Lessor's confidential information.
- 8) Regarding performing service activities on the Business Premises:
- submit a monthly turnover report from the fiscal device no later than the 3rd of the current month for the previous month. The Lessee must record every transaction through the fiscal device installed in the Business Premises, and fiscal reports shall serve as evidence of turnover. The Lessee shall provide documentation on fiscal device activation upon the Lessor's request and notify the Lessor of any changes;
  - ensure the Business Premises are continuously open and operating during the working hours of Sarajevo Airport: 7 days a week, including public and religious holidays, on average 18 hours per day, generally from 05:00 to 23:00, and display current working hours in a visible place. Compliance will be verified through inspections and video surveillance. Irregularities will be reported in writing. The operating hours may be shorter depending on the flight schedule. Any extraordinary closure must be approved by the Lessor;
  - ensure unobstructed entry and movement for users within the Business Premises, meaning boxes, cartons, barrels or similar items must not be stored inside;
  - announce deliveries in advance through the Lessor's service to ensure unobstructed access for delivery vehicles and personnel;
  - ensure that all personnel working on the Business Premises:
    - a) are clean, neat, polite and professional at all times;
    - b) wear appropriate clothing, preferably uniforms;
    - c) show a positive attitude and avoid personal conversations in customer areas;
    - d) are trained to use sales-related equipment (e.g., card transaction devices);
    - e) speak and understand at least English in addition to BHS languages;
  - apply prices individually to each item;
  - allow the Lessor to monitor/test/inspect services at any time;
  - are employed, trained, supervised and allocated in sufficient numbers;
  - do not perform any additional changes or improvements without the Lessor's written consent;
  - install additional equipment at their own expense; such equipment remains their property and may be removed under conditions set out in the Agreement;
  - replace removed equipment with similar or better quality equipment;
  - not place any signs or advertising on glass surfaces without prior written approval, except small-scale branding. Larger branding requires prior agreement defining fair revenue sharing.
  - comply with the Regulation on the Manner and Procedure for Applying Security Measures and Performing the Transport of Cash, Securities and Valuables ("Official Gazette of FBiH", Nos. 76/15 and 73/21), including requirements regarding cash protection, safes/cash registers and transport of cash within the airport complex;
  - inform the Lessor of all details regarding the implementation of the above-mentioned measures.



## **OBLIGATIONS OF THE LESSOR**

### **Article 13 (Obligations of the Lessor)**

The Lessor undertakes to:

- issue regular monthly invoices for the lease fee of the Business Premises;
- ensure the Lessee's uninterrupted use of the Business Premises;
- regularly, on a monthly basis, no later than the 5th day of the month, provide the Lessee with passenger-number data, for the purpose of proper execution of the Lessee's financial obligations towards the Lessor as defined in Article 2 of the Agreement;
- be responsible for all deficiencies of the Business Premises that hinder their contractual or ordinary use, for which the Lessee is, beyond any reasonable doubt, not responsible;
- without delay inform the Lessee if the safe use of the Business Premises is not possible, or if their use is impossible due to force majeure or due to the reasons stated in Article 16, paragraph 2, items 1–3 of this Agreement, or for any other reasons;
- in accordance with its capabilities and available capacities, provide parking on the official parking area for the Lessee or its personnel, which the contracting parties shall subsequently agree upon;
- promptly inform the Lessee of any changes regarding the opening/closure of the airport, so that the Lessee may adjust the opening hours of the Business Premises for the provision of its services;
- provide its consents and approvals for activities of the Lessee that require written or verbal consent or approval under this Agreement in good faith and within the shortest possible period;
- enable the Lessee to use other, i.e., common premises, to the extent necessary for the ordinary performance of business activities in the Business Premises, as well as ensure unobstructed and rational use of access routes to such areas for supply and other needs directly related to operations in the Business Premises;
- ensure the implementation of protection measures – video surveillance – in Terminal B, using available resources which, if necessary, shall be adjusted to the function of the Business Premises;
- acquaint the Lessee with general rules of conduct and behaviour at the airport, with the policy "Code of Conduct for Tenants Operating at the Sarajevo Airport Site," particularly regarding issues of civil aviation security (Security), emphasising that personnel must be aware of and comply with all measures necessary to eliminate any risks relating to security (and partly safety of air navigation – Safety).

## **CONTRACTUAL PENALTIES**

### **Article 14 (Contractual Penalties for the Lessee)**

In the event of non-fulfilment of contractual obligations by the Lessee, the parties agree that the Lessee shall pay monetary penalties to the Lessor as follows:

- If the Lessor, due to the Lessee's negligence, must carry out necessary renovations, the full costs of labour and materials, as well as any other fees required for performing such work, plus 50% of that amount for administrative expenses, shall be invoiced to the Lessee, and the Lessee shall remit the payment to the Lessor in full.
- If the Lessee, through its actions or omissions, endangers, nullifies, suspends, or increases the rate of any insurance policy covering the Business Premises, buildings, or the airport as a whole, the Lessee shall pay the Lessor the portion of the insurance premium that has been charged to the Lessor.
- In the event of documented actions by the Lessee defined in Section 7 – Penalties for Lessees – of the Complementary Services Pricelist, about which the Lessor's representative informs the Lessee in writing (via e-mail or letter), and if the Lessee fails to remedy the irregularity within the prescribed deadlines, the specified penalty amounts shall be invoiced to the Lessee.

The Lessee undertakes to settle the payments of the above contractual penalties within 10 (ten) calendar days from the date of invoice issuance.

The above does not exclude the Lessor's possibility, in connection with Article 15 of this Agreement, to unilaterally terminate this Agreement for the aforementioned reasons.



## TERMINATION OF THE LEASE

### Article 15

#### (Methods of Terminating the Agreement)

This Agreement, in addition to expiring upon the end of the period for which it was concluded, may also be terminated as follows:

- by unilateral termination of the Agreement by the Lessee;
- by unilateral termination of the Agreement by the Lessor;
- by mutual termination of the Agreement;
- by termination of the Agreement due to changes in pricing conditions.

### Article 16

#### (Unilateral Termination of the Agreement by the Lessee)

The Lessee may terminate the Agreement, with a notice period of 30 (thirty) days, if any one or more of the following events occur, but only after the Lessee has been informed thereof in writing by the Lessor 15 (fifteen) calendar days in advance, provided that the Lessee has no outstanding debts towards the Lessor.

Events constituting grounds for unilateral termination of the Agreement by the Lessee are the following:

- 1) the airport ceases to operate as an air terminal or all passenger air services are permanently discontinued at the airport for a period longer than 15 (fifteen) calendar days;
- 2) if the authority responsible for airport functioning and control significantly restricts the Lessee from carrying out its activity for a period of at least 15 (fifteen) calendar days;
- 3) the issuance of a prohibition by a competent court on the use of the airport in such a manner that the Lessee is significantly restricted in performing its activities.

The Lessee may also terminate the Agreement without providing special justification. In this case, the notice period is at least 3 (three) months from the date of receipt of the notice of termination, with full respect of all rights, obligations and applicable lease conditions during the notice period.

Failure to comply with the above notice period shall result in the retention of the paid deposit.

### Article 17

#### (Unilateral Termination of the Agreement by the Lessor)

The Lessor may terminate the Agreement without a notice period due to a breach of contractual obligations if, even after a written warning and the expiry of an additional deadline for fulfilment, the Lessee:

- **fails to pay the deposit / fails to provide the bank guarantee (as applicable) in accordance with Article 10 of this Agreement;**
- does not duly fulfil payment obligations under the Agreement within the due deadlines, including failure to do so even after a written warning;
- does not act in accordance with Article 12 of this Agreement ("Other Obligations of the Lessee"), and especially if the Lessee:
  - 1) uses the Business Premises contrary to the Agreement or causes significant damage by failing to exercise due care;
  - 2) does not keep the Business Premises continuously and uninterruptedly open and fails to provide all services in accordance with Article 12, point 8, sub-paragraph 2;
  - 3) does not employ, train, supervise, direct and assign staff in the numbers necessary to provide timely service to all customers, and if the personnel working in the Business Premises do not meet the requirements under Article 12, point 8, sub-paragraph 5;
  - 4) performs improvements to the Business Premises without the Lessor's knowledge or contrary to its requirements and instructions;
  - 5) through its actions or omissions endangers, nullifies, suspends or increases the premium of any insurance policy covering the leased premises, the buildings or the airport as a whole;
  - 6) during the lease term or after its termination discloses, makes available, transfers or otherwise provides any confidential information relating to the Lessor to third parties;
  - 7) fails to comply with security-related regulations;
  - 8) fails to fulfil other contractual obligations, and based on the circumstances it is evident that the Lessee will continue failing to fulfil them.

The Lessor may also terminate the Agreement without special justification. In this case, the notice period shall be a minimum of 3 (three) months from the date of receipt of the notice of termination, with the Lessee respecting all rights, obligations and lease terms during the notice period.



**Article 18**  
**(Mutual Termination of the Agreement)**

The Lessee and the Lessor may mutually agree to terminate the lease even before the expiry of the period for which it was concluded. In that case, the termination agreement shall define all conditions of termination, including the notice period, mutual rights and obligations arising from the termination, etc.

**Article 19**  
**(Termination of the Agreement Due to Changes in Pricing Conditions)**

The Agreement shall be deemed terminated upon the expiry of thirty (30) days from the date of receipt of the notification on the change of the lease price, if the Lessee does not accept the new pricing conditions in accordance with Article 6 of this Agreement.

**Article 20**  
**(Settlement of Obligations and Handover of the Premises)**

The Lessee is obliged, before the expiry of this Agreement, to settle all due and outstanding obligations arising from this Agreement, and immediately upon the termination of the Agreement hand over to the Lessor the keys, i.e. possession of the Business Premises.

The Lessee is obliged, within the deadline determined by the Lessor, to return the Business Premises in the condition in which they were handed over, taking into account normal wear and tear, and to remove all of its own equipment, installations, and signage beforehand, all at its own expense.

If the Lessee fails to fulfil this obligation, the Lessor has the right to carry out the necessary works at the Lessee's expense, **including the right to invoke the bank guarantee / retain the deposit (as applicable)** for the purpose of reimbursing the incurred costs.

**Article 21**  
**(Submission to Immediate Compulsory Enforcement)<sup>3</sup>**

The contracting parties hereby jointly declare and agree that if the Lessee, prior to the expiry of this Agreement, fails to settle with the Lessor all due and outstanding obligations arising from this Agreement, and after the termination of the Agreement fails to hand over possession of the Business Premises to the Lessor, the Lessee shall, immediately upon the termination of the Agreement, settle with the Lessor all due and outstanding obligations arising from this Agreement (to the extent that the Lessor cannot collect such obligations in full from the **bank guarantee / deposit provided**), and shall immediately, voluntarily, and without delay return the Business Premises into the possession of the Lessor.

In the event that the Lessee does not settle the above-mentioned obligations and/or does not return the Business Premises to the Lessor voluntarily and without delay, the Lessee expressly declares that it agrees to and submits to immediate compulsory enforcement against all of its assets for the collection of all due and outstanding obligations under this Agreement, as well as for the collection of any costs incurred in connection with returning the property into the possession of the Lessor, based on a notarised document executed in accordance with the provisions of this Agreement, which shall be directly enforceable against any current owner in favour of the Lessor.

The Lessee further expressly declares that it agrees to immediate compulsory enforcement of the request for vacating and delivering the Business Premises to the Lessor, referred to in Article 1 of this Agreement, based on a notarised document to be executed, which shall be directly enforceable against any current owner in favour of the Lessor.

**FINAL PROVISIONS**

**Article 22**  
**(Application of the Law on Obligations of the Federation of BiH)**

All matters not regulated by this Agreement shall be governed directly by the provisions of the Law on Obligations of the Federation of Bosnia and Herzegovina and other relevant regulations applicable in the Federation of Bosnia and Herzegovina.

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<sup>3</sup> This clause on immediate enforcement shall be included and confirmed by the notary during the final drafting and certification of the agreement.



**Article 23  
(Jurisdiction of the Court in Sarajevo)**

The Contracting Parties shall attempt to resolve any disagreements amicably. If this is not possible, disputes shall be resolved by the court with subject-matter jurisdiction in Sarajevo.

**Article 24  
(Amendments and Supplements to the Lease Agreement)**

Any amendments or supplements to this Agreement shall be made in writing, as an Annex to the Agreement.

**Article 25  
(Date of Conclusion of the Agreement)**

This Agreement shall be deemed concluded on the date it is signed by the authorised representatives of the contracting parties. If the signatures are not made on the same day, the Agreement shall be deemed concluded on the date of signing by the authorised representative of the other contracting party, on which date it also enters into force.

**Article 26  
(Number of Copies of the Agreement)**

This Agreement is made in five (5) identical copies, of which the Lessor retains three (3) copies and the Lessee retains two (2) copies.

**ON BEHALF OF THE LESSOR**

**Dino Selimović**, Acting Managing Director

\_\_\_\_\_

**Slobodan Kadijević**, Acting Executive Director

\_\_\_\_\_

Ref. Number: \_\_\_\_\_

Date : \_\_\_\_\_

**ON BEHALF OF THE LESSEE**

**(Full name of authorised person),  
(Title, e.g. director)**

\_\_\_\_\_

Ref. number: \_\_\_\_\_

Date : \_\_\_\_\_