

Anexa 5

**PROCES-VERBAL DE
PREDARE - PRIMIRE**

Data: **29.07.2024**

Incheiat intre:

PLOIESTI SHOPPING CITY S.R.L., cu sediul social in Calea Floreasca nr. 169A, Cladirea A, etajul 5, Sector 1, Bucuresti, punct de lucru In Sat Blejoi, Comuna Blejoi, Str. Republicii, nr. 76 (fost DN1B, km.6, nr.915A), Judetul Prahova, inregistrata la Registrul Comertului sub nr. J40/19095/2008, cod unic de inregistrare 24725278, legal reprezentata de dl. Marin Ionut-Alin in calitate de Director Centru, denumita in cele ce urmeaza „**Proprietar**”

si

HERMOSA OFFICE CENTER S.R.L., cu sediul social in Municipiul Brăila, Calea Galați nr. 86, Parter + Etaj, Judetul Brăila, inregistrata la Registrul Comertului sub nr. J9/186/2008, cod unic de inregistrare 23352421, reprezentata de Staicu Ecaterina, in calitate de Administrator prin imputernicit Adam Muraru, denumita in cele ce urmeaza „**Chirias**”

Proprietarul si Chiriasul vor fi denumiti in cele ce urmeaza, impreuna, „**Partile**”.

AVAND IN VEDERE CA:

(A) La data de **26.06.2024**, Proprietarul a incheiat cu Chiriasul un contract de inchiriere („**Contractul de Inchiriere**”) in baza caruia Proprietarul a convenit sa puna la dispozitia Chiriasului un spatiu in cadrul Shopping City Ploiesti.

(B) In conformitate cu dispozitiile Contractului de inchiriere, predarea Spatiului Inchiriat va avea loc pe baza unui proces verbal de predare-primire semnat de reprezentantii autorizati ai Partilor.

In consecinta, Proprietarul si Chiriasul au incheiat prezentul proces verbal prin care, in urma unei

Annex 5

DELIVERY PROTOCOL

Date: **29.07.2024**

Concluded by and between

PLOIESTI SHOPPING CITY S.R.L., with headquarters in Calea Floreasca nr. 169A, Cladirea A, etajul 5, Sector 1, Bucuresti, business unit in Blejoi Village, Blejoi Commune, 76 Republicii Street, (ex DN1B, km.6, nr.915A), Prahova County, register in the Trade Registry with the no. J40/19095/2008, sole registration code 24725278, duly represented by Mr. Marin Ionut-Alin, acting as Center Manager, hereinafter referred to as the „**Landlord**”

and

HERMOSA OFFICE CENTER S.R.L., with its registered office in Brăila Municipality, 86 Galați Road, Ground Floor + First Floor, Brăila County, registered with the Trade Register under no. J9/186/2008, unique registration code 23352421, represented by Ecaterina Staicu, acting as Administrator, through Adam Muraru as Proxy, hereinafter referred to as „**Tenant**”

The Landlord and the Tenant shall be hereinafter together referred to as the „**Parties**”.

WHEREAS:

(A) On **26.06.2024**, the Landlord has concluded with the Tenant a lease agreement (the „**Lease Agreement**”), according to which the Landlord has agreed to lease to the Tenant certain area in Shopping City Ploiesti.

(B) In accordance with the Lease Agreement, the handover of the Leased Premises shall be made based on a delivery protocol to be mutually signed by the authorized representatives of the Parties.

Therefore, the Landlord and the Tenant have signed the present delivery protocol following a

inspectii detaliate a Spatiului Inchiriat, confirma urmatoarele:

detailed inspection of the Leased Premises, acknowledging the following:

1. Chiriasul a preluat Spatiul Inchiriat incepand cu data de **29.07.2024**, pentru intreaga durata a Contractului de Inchiriere.

1. The Tenant has taken over the Leased Premises with effect from **29.07.2024**, for the entire period of the Lease Agreement.

2. Spatiul Inchiriat este functional si in conditie buna la data executarii prezentului proces verbal, cu exceptia elementelor sau inconvenientelor minore prezentate in Anexa atasata.

2. The Leased Premises is functional and in good condition at the date of execution of this delivery protocol, except for the minor items or snags listed in the attached Annex.

3. Cu exceptia celor enumerate in Anexa atasata la prezentul proces verbal si cu exceptia oricaror defecte ascunse sau viciilor de structura care ar putea fi descoperite dupa incheierea prezentului proces verbal de predare-primire, Chiriasul renunta prin prezentul la orice pretentie ce ar putea avea cu privire la predarea Spatiului Inchiriat.

3. Except as set forth in the attached Annex and except for any hidden flaws or structural errors that may be discovered after the execution of this delivery protocol, the Tenant hereby waives any claim he might have with respect to the handing over of the Leased Premises.

4. Proprietarul recunoaste elementele / inconvenientele minore mentionate in Anexa atasata si va proceda la remedierea lor intr-un termen conform Anexa 1 de zile de la semnarea prezentului proces verbal.

4. The Landlord acknowledges the minor items/ snags listed in the attached Annex and shall proceed to their remedy according to Annex 1 of days as of the execution of this protocol.

- NOTA - un nou proces verbal va trebui semnat la finalizarea lucrarilor de remediere pentru confirmarea finalizarii acestora

- NOTE - new protocol should be signed at the finalization of remedy works, ascertaining such finalization

5. Suprafata Spatiului Inchiriat este de **159 mp**, unitatea **P195**.

5. Leased Premises surface is **159 sq.m**, unite **P195**.

6. Descrierea Spatiului Inchiriat conform contract din data de **26.06.2024**.

6. Description of the Leased Premises according to the contract dated **26.06.2024**.

7. Index contor energie electrica: 0,00 Kwh

7. Electricity index meter: 0,00 Kwh

8. Index contor energie termica: 0,00 Kwh

8. Heat index meter: 0,00 Kwh

9. Index contor apa rece: 0,00

9. Cold water index meter: 0,00

Semnata la 24.07.2024

Signed on 24.07.2024

PROPRIETAR/LANDLORD
SHOPPING CITY PLOIESTI S.R.L
Prin/By Marin Ionut-Alin

CHIRIAS/TENANT
HERMOSA OFFICE CENTER S.R.L

Prin/By Imputernicit Adam Muraru

Annexa 1- Status predare spatiu- Ploiesti Shopping City

Annex 1 - Space delivery status - Ploiesti Shopping City

Unitate/ Unit P195

No	Descriere/Description	Observatii/Snag [YES/NO]/ (DA/NU)	Data de finalizare/Due date for snag completion	Comentarii/ Comments
1	Pardoseala (Floor)	N/A		
2	Planseu (Ceiling/Roof)	NU		
3	Pereti de separatie intre chiriasi (Demising walls)	NU		
4	Fatada exterioara/(Exterior façade)	NU		
5	Usi (Doors)	N/A		
6	Structura metalica sustinere vitrina (Metallic bulkhead façade)	NU		
7	Ecran de fum (Smoke screen above the façade)	NU		
8	Sprinkler rand 1 (Sprinkler 1st layer)	NU		
9	Hidranti (Hydrants)	NU		
10	Detectie incendiu rand 1 (Fire alarm 1st layer)	NU		
11	Conexiune electrica (cablu de alimentare) (Electrical power supply)	NU		
12	Conexiune detectie incendiu rand 2 (Fire alarm 2nd layer connection)	NU		
13	Conexiune Fibra Optica (Data connection - Fiber optics)	NU		
14	Conexiune apa menajera (Water supply connection)	NU		
15	Conexiune canalizare (Sewage connection)	NU		
16	Conexiune sprinkler rand 2 (Sprinkler 2nd layer valve connection)	NU		
17	Conexiune pompe de caldura (Heat pumps connection)	NU		
18	Conexiune aer proaspat (Fresh air connection)	NU		
19	Conexiune aer viciat (Exhaust air connection)	NU		
20	Conexiune defumare (Smoke extraction connection)	NU		
21	Conexiune extractie toaleta (optional) (Toilet extraction connection - optional)	N/A		
22	Apometru (Water meter)	NU		
23	Contor electric (Electric meter)	NU		busbar
24	Calorimetru (Heating/Cooling water meter)	NU		
25	Scrisoarea de garantie bancara /Bank guarantee letter			
26	Proiectele de amenajare vizate MLPAT /MLPAT design projects		12.08.2024 termen predare proiecte	

Landlord/Proprietar



Tenant/Chirias

