

ANNEX NO 4 (further the Annex no.4)

concluded on 16.11.2010

to the **AGENCY AGREEMENT HZ-ZH4/001/010** concluded on **5.02.2010**
(further: AA)

Whereas Bumar and the Agent concluded the AA, pursuant to the § 5 of the AA the Parties have agreed as follows:

1. The Agent shall carry out the Services within the following **Project no. 2 (further the: Project no. 2)**:

Product: Armored Personnel Carrier KTO in various applications,

Customer: MOD Columbia/Columbian Army,

Area of operations: Columbia,

Agent's exclusivity: for time period till 31.12.2011 as Bumar's Agent for sales of the Product to the Customer in frame of the present Project 2,

2. In supplement of "Agent's scope of obligations" specified in § 2 of the AA the Parties agree additionally, that Agent shall:
 - a) lead to technical and commercial negotiations with Buyer,
 - b) carry out lobbying activities to obtain budget allocation for the Project no. 2.
 - c) prepare signing of the Commercial Contract,
 - d) carry out lobbying activities to obtain approval from Ministry of Finance for signed Contract and will secure finances,
 - e) cooperate in execution of the Commercial Contract and will secure deliveries from the logistic site.
 - f) assist Bumar in organizing after sales service during the guarantee period and after guarantee period (details of which will be discussed separately),
 - g) look for local partners in order to establishing by Bumar industrial cooperation and/or setting up joint ventures.

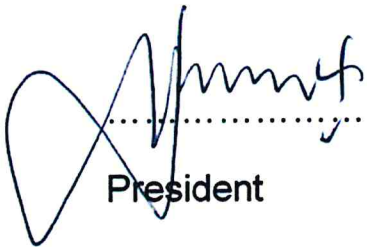
3. The Agent shall be entitled to the Commission for the Services indicated in the AA and the Annex. No.4.
4. The Commission shall be 15 % (say: fifteen) of the net value of the Commercial Contract to be paid in the following way:
 - a) First payment will be paid proportionally to amount received by Bumar from Contractor by bank transfer to the Agent within 28 days on receipt of the down-payment on the Bumar account from the buyer. The Agent will issue invoice to form the basis of the bank transfer.
 - b) Second fee will be paid within 28 days on receipt of the each progress payment on the Bumar account proportionally to it. The Agent will issue invoice to form the basis of the bank transfer.
 - c) The balance of the total fee will be paid within 28 days on receipt Final Acceptance Certificate. The Agent will issue invoice to form the basis of the bank transfer.
5. The Parties agree that in the scope of Services performed by the Agent in frame of the present Project 2:
 - a) Final Report shall be binding to the Parties as soon as it is delivered to Bumar;
 - b) A condition specified in § 5 section 1 b shall be considered as fulfilled as soon as Final Report is delivered to Bumar, and the Final Report does not require to be approved by Bumar.
6. The Annex no. 4 shall form an integral part of the AA.
7. The terms and conditions of the AA apply directly in all/any issues not regulated in the Annex no. 4.
8. The Annex no. 4 enters into force at the date of its signature.



9. The Annex no.4. is concluded until **31.12.2011**.

On behalf of

Bumar sp. z o.o.



.....

President

On behalf of

Rosevar Holdings Limited



.....

Pierre Konrad Dadak



.....

Vice President



TAJEMNICA BUMAR SP. Z O.O. / BUMAR SP. Z. O.O. CONFIDENTIAL

Annex 1 concluded on 5-02-2010

To the AGENCY CONTRACT2010

Product list

H2-244/001/010

End user: MOD Colombia

1. Parties agree that the Agent will carry out its obligations within the following scope of products: **Cobra system, radars, armoured vehicles, bridges, Grom missiles, explosives, ammunition excluding 40 mm automatic grenade launcher, 7,62x51 mm and 12,7x99 mm ammunition, other products to be identified and agreed separately by the Parties.**
2. In supplement of "Agent's scope of obligations" specified in § 2 Parties agree additionally, that Agent:
 1. Shall lead to technical and commercial negotiations with Buyer.
 2. Shall carry out lobbying activities to obtain budget allocation for the project.
 3. Shall prepare signing of the Commercial Contract.
 4. Shall carry out lobbying activities to obtain approval from Ministry of Finance for signed Contract and will secure finances.
 5. Shall cooperate in execution of the Commercial Contract and will secure deliveries from the logistic site.
 6. Shall assist Bumar in organizing after sales service during the guarantee period and after guarantee period (details of which will be discussed separately).
 7. Shall look for local partners in order to establishing by Bumar industrial cooperation and/or setting up joint ventures.
3. For his work Agent will receive a fee which will be in every case agreed upon in the form of the enclosure to this Annex.
4. Present Annex together with Enclosure no 1 shall form an integrated part of an Agreement.

On behalf of Bumar sp. z o.o.

On behalf of Rosevar Holdings Limited:


.....

Cezary Szczepański

Wiceprezes


.....

Pierre Konrad Dadak


.....

Dariusz Dębowczyk

Vice President



As you saw The LAA from 16 of July is proper for whole line of products. The Annexes there are waiting for Board approval.

Regards!
K

—Anexes554.jpg

TAJEMNICA BUMAR SP. Z.O.O. / BUMAR SP. Z. O.O. CONFIDENTIAL

Enclosure No 1 to Annex 1 concluded on 5.02.2010

To the AGENCY CONTRACT2010
HZ-2H4/001/010
Project 1

End User: MOD Columbia

Product: Ainti aircraft system COBRA, including GROM MANPADS missiles

Quantity: 2 COBRA systems including 24 GROM missiles+ 50 pcs MANPADS GROM

Value: 120 mln USD

Project status: exclusivity for the Agent for time period till 31.12.2011 as Bumar's Agent for sales of the Product to the End-User in frame of the present Project 1.


1. In supplement of "Agent's scope of obligations" specified in § 2 Parties agree additionally, that the Agent:

1. Shall lead to technical and commercial negotiations with End User.
2. Shall carry out lobbying activities to obtain budget allocation for the project.
3. Shall prepare signing of the Commercial Contract.
4. Shall carry out lobbying activities to obtain approval from Ministry of Finance for signed Commercial Contract and will secure finances.
5. Shall cooperate in execution of the Commercial Contract and will secure deliveries from the logistic site.
6. Shall assist Bumar in organizing after sales service during the warranty period and after warranty period (details of which will be discussed separately).
7. Shall look for local partners in order to establishing by Bumar industrial cooperation and/or setting up joint ventures.

Time for execution of the tasks 1-4 in accordance with a systematically established schedule, the finish in any case not later than 31.12.2011.

2. For his work Agent will receive a fee of 25% (twenty five percent) paid in the following way:

- a) First payment will be paid proportionally to amount received by Bumar from Contractor by bank transfer to the Agent within 28 days on receipt of the down-payment on the Bumar account from the buyer. The Agent will issue invoice to form the basis of the bank transfer.



—Anexes555.jpg

TAJEMNICA BUMAR SP. ZO.O. / BUMAR SP. Z. O.O. CONFIDENTIAL

- b) Second fee will be paid within 28 days on receipt of the each progress payment on the Bumar account proportionally to it. The Agent will issue invoice to form the basis of the bank transfer.
- c) The balance of the total fee will be paid within 28 days on receipt Final Acceptance Certificate. The Agent will issue invoice to form the basis of the bank transfer.


3. The Parties agree that in the scope of services performed by the Agent in frame of the present Project 1:

- a) Final Report shall be binding to the Parties as soon as it is delivered to Bumar;
- b) A condition specified in § 5 section 1 b shall be considered as fulfilled as soon as Final Report is delivered to Bumar, and the Final Report does not require to be approved by Bumar.

4. Present Annex shall form an integrated part of an Agreement.

On behalf of **Bumar sp. z o.o.**

On behalf of **Rosevar Holdings Limited**

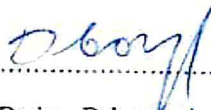

.....

Cezary Szczepański

Vice President


.....

Pierre Konrad Dadak


.....

Dariusz Dębowski

Vice President



—Anexes556.jpg

TAJEMNICA BUMAR SP. Z.O.O. / BUMAR SP. Z. O.O. CONFIDENTIAL

Annex 2 concluded on 5.02.2010

To the AGENCY CONTRACT2010

Civil Products list

H2-2H9/001/0 10

End user: Colombia

1. Parties agree that the Agent will carry out its obligations within the following scope of products: equipment for mines, railways, industrial installations, , other products to be identified and agreed separately by the Parties.
2. In supplement of "Agent's scope of obligations" specified in § 2 Parties agree additionally, that Agent:
 1. Shall lead to technical and commercial negotiations with End User.
 2. Shall carry out lobbying activities to obtain budget allocation for the project.
 3. Shall prepare signing of the Commercial Contract.
 4. Shall carry out lobbying activities to obtain approval from Ministry of Finance for signed Commercial Contract and will secure finances.
 5. Shall cooperate in execution of the Commercial Contract and will secure deliveries from the logistic site.
 6. Shall assist Bumar in organizing after sales service during the guarantee period and after guarantee period (details of which will be discussed separately).
 7. Shall look for local partners in order to establishing by Bumar industrial cooperation and/or setting up joint ventures.
3. For his work Agent will receive a fee subject to agreement by the Parties of its amount in form of an enclosure to this Annex 2 for any Product.
4. Present Annex shall form an integrated part of an Agreement.

On behalf of **Bumar sp. z o.o.**

On behalf of **Rosevar Holdings Limited:**

Cezary Szczepański

Cezary Szczepański

Vice President

Pierre Konrad Dadak

Pierre Konrad Dadak

Dariusz Dęboczyk

Dariusz Dęboczyk

Vice President

MD



— Adjuntos: _____

Anexes553.jpg	125 KB
Anexes554.jpg	130 KB
Anexes555.jpg	86,4 KB
Anexes556.jpg	119 KB

ANNEX NO 5 (further the Annex no.5)

concluded on 16.11.2010

to the **AGENCY AGREEMENT HZ-ZH4/001/010** concluded on **5.02.2010**
(further: AA)

Whereas Bumar and the Agent concluded the AA, pursuant to the § 5 of the AA the Parties have agreed as follows:

1. The Agent shall carry out the Services within the following **Project no. 3** (further the: **Project no. 3**):

Product: PT-91 Ex tank,

Customer: MOD Columbia/Columbian Army,

Area of operations: Columbia,

Agent's exclusivity: for time period till 31.12.2011 as Bumar's Agent for sales of the Product to the Customer in frame of the present Project no 3,

2. In supplement of "Agent's scope of obligations" specified in § 2 of the AA the Parties agree additionally, that Agent shall:

- a) lead to technical and commercial negotiations with Buyer,
- b) carry out lobbying activities to obtain budget allocation for the Project no. 3.
- c) prepare signing of the Commercial Contract,
- d) carry out lobbying activities to obtain approval from Ministry of Finance for signed Contract and will secure finances,
- e) cooperate in execution of the Commercial Contract and will secure deliveries from the logistic site.
- f) assist Bumar in organizing after sales service during the guarantee period and after guarantee period (details of which will be discussed separately),
- g) look for local partners in order to establishing by Bumar industrial cooperation and/or setting up joint ventures.

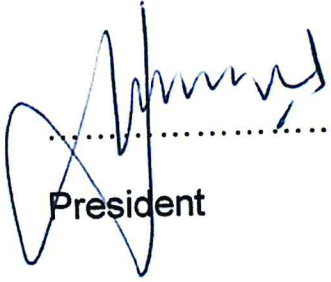


3. The Agent shall be entitled to the Commission for the Services indicated in the AA and the Annex. No.5.
4. The Commission shall be 15% (say: fifteen per cent) of the net value of the Commercial Contract to be paid in the following way:
 - a) First payment will be paid proportionally to amount received by Bumar from Contractor by bank transfer to the Agent within 28 days on receipt of the down-payment on the Bumar account from the buyer. The Agent will issue invoice to form the basis of the bank transfer.
 - b) Second fee will be paid within 28 days on receipt of the each progress payment on the Bumar account proportionally to it. The Agent will issue invoice to form the basis of the bank transfer.
 - c) The balance of the total fee will be paid within 28 days on receipt Final Acceptance Certificate. The Agent will issue invoice to form the basis of the bank transfer.
5. The Parties agree that in the scope of Services performed by the Agent in frame of the present Project 3:
 - a) Final Report shall be binding to the Parties as soon as it is delivered to Bumar;
 - b) A condition specified in § 5 section 1 b shall be considered as fulfilled as soon as Final Report is delivered to Bumar, and the Final Report does not require to be approved by Bumar.
6. The Annex no. 5 shall form an integral part of the AA.
7. The terms and conditions of the AA apply directly in all/any issues not regulated in the Annex no. 5.
8. The Annex no. 5 enters into force at the date of its signature.



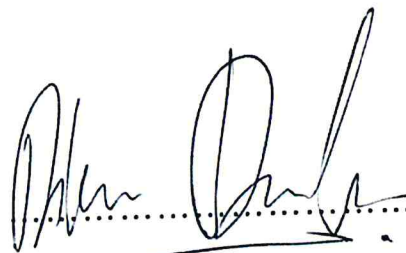
9. The Annex no.5. is concluded until **31.12.2011**.

On behalf of
Bumar sp. z o.o.




.....
President

On behalf of
Rosevar Holdings Limited



.....
Pierre Konrad Dadak



.....
Vice President

