ON [...]

PRODUCTION AND WAREHOUSE AREA LEASE CONTRACT

MADE BY AND BETWEEN

[...]

and

[...]

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This lease contract (the "**Lease Contract**" or "**Contract**") has been concluded on [...] 2019 by and between:

[...] (the "**Landlord**"), represented by:

and

[...] (the "**Tenant**"), represented by:

hereinafter collectively referred to as the "**Parties**" and individually as a "**Party**".

Certified copies of entries in the National Court Register relating to the Parties constitute **Schedule No. 1** and **Schedule No. 2** hereto.

WHEREAS:

A. The Landlord is the owner of the Real property situated in [...]`

B. The Tenant declares that it is aware of its rights and obligations as well as the limitations and all types of costs that arise from the Lease Contract and expresses its intention to take lease of the Leased Property and the Landlord expresses its intention to lease the Leased Property to the Tenant.

1. DEFINITIONS

The Parties deem the definitions below and the provisions of the Contract, hereinafter the "**Terms of Contract**", applicable under this Contract.

1.1. "**Building**" – shall mean building which is designed for a warehouse and office usage of a usable area for the day of concluding hereof agreement of approx. [...] sq.m. and approx. [...] sq.m. of an office area which is to be constructed on the Land;

1.2. "**Lease Rent**" – shall mean jointly Lease Rent for an Office Area and Lease Rent for a Warehouse Area;

1.3. "**Lease Rent for an Office Area**" – shall mean monthly lease rent payable by the Tenant for an Office Area and specified in point E.(b) of the Detailed Terms of Lease in paragraph 2 below;

1.4. "**Lease Rent for a Warehouse Area**" – shall mean monthly lease rent payable by the Tenant for a Warehouse Area and specified in point E.(a) of the Detailed Terms of Lease in paragraph 2 below;

1.5. "**Handover Date**" – shall have the meaning given in clause 6.1 of this Lease Contract;

1.6. "**Early Access Date**" – shall have the meaning given in Clause 6.2. of this Lease Contract;

1.7. "**Payments Start Date**" – shall mean the day on which the Handover Date falls;

1.8. "**Contract Termination Date**" – shall mean the day of expiry or early termination of this Lease Contract;

1.9. "**Deposit**" – shall have the meaning given in clause 8.4(a);

1.10. "**Minor Faults**" – shall mean faults, which do not make it impossible for the Tenant to use the Leased Property;

1.11. "**Business Day**" – shall mean the day of the year (other than Saturday or Sunday or a public holiday) on which the banks are open for full-scope non-automated banking business;

1.12. "**Expert**" – shall mean Arcadis or Hill International or Gleeds (their legal successors included) or when the aforementioned refuse to act in the capacity of an Expert or, when the Parties jointly decide to appoint another expert, any person duly authorised to act on behalf of another engineering company renowned in the Polish market, selected jointly by the Parties, or in case of lack of agreement between the Parties, the person appointed by polish office of Jones Lang Lasalle];

1.13. "**Land**" – shall mean the land property situated in [...];

1.14. "**Guarantee**" – shall have the meaning given in Clause 8.2(a);

1.15. "**Total Lease Area**" or "**Premises**"– shall mean the sum of the Office Area and the Warehouse Area (which are indicated in Clauses B1 and B2 of the Detailed Terms of Lease in paragraph 2 below on the basis of the Building plans and which shall be updated consistently with the provisions of Clause 6 of this Contract after the measurements conducted after the completion of the construction);

1.16. "**Hazardous Materials**" – shall mean all substances, materials, waste, which are dirt included in the list or determined as dangerous or toxic, in accordance with Environmental Request, such as e.g. asbestos and oil, including crude oil or any of its components, natural gas, natural liquid gas or synthetic gas used as fuel (or mixture of natural and synthetic gas);

1.17. "**Parking Space**" – shall mean the part of the Land intended for parking of vehicles of allowable total weight not greater than 40 tonnes, marked on the plan which constitutes **Schedule no. 11**, and placed at the Tenant's exclusive disposal in the number specified in this Contract;

1.18. "**Extraordinary Damage**" – shall mean the damage to the Leased Property as a result of force majeure, including i.a. a fire, accident or another fortuitous event that is as a rule for reasons beyond any Party's control and for which no Party is responsible;

1.19. "**Real Property**" – shall mean the Land and the Building jointly;

1.20. "**Period of Lease**" – shall mean the period which starts on the Handover Date, lasting 5 years, with the possible extensions that may be exercised by the Tenant pursuant to Clause 3.5 and with the reservation that there is a possibility of an earlier termination of this Lease Contract, if this was agreed between the Parties;

1.21. "**Service Charges**" – shall mean all charges and costs connected with an operation, maintenance in good working order of the Building and Land or necessary repairs and renovation of the Building and Land, as a whole, including charges and costs indicated in **Schedule No. 8** of this Contract;

1.22. "**Office Area**" – shall mean the part of the Building's area designated for office and social purposes and described in Clause B1 of the Detailed Terms of Lease in paragraph 2 below, which shall be 154 gross square meters, updated consistently with the provisions of Clause 6 of this Contract if the result of measurement shows different area; Office Area has been marked on the plan which constitutes **Schedule No. 11**;

1.23. "**Warehouse Area**" – shall mean the part of the Building's area designated for the Tenant's production and storage operations having 3920 square meters as specified in Clause B2 of the Detailed Terms of Lease in paragraph 2 below, which having been enlarged by the Add-on Factor (18.044%, that is 8.23 square meters) shall be 3928.23 gross square meters, updated consistently with the provisions of Clause 6 of this Contract if the result of the measurement shows different areas; Warehouse Area has been marked on the plan which constitutes **Schedule No. 11**; the Warehouse Area is equipped with "0" level gates and canopy as per attached layout of the space;

1.24. "**Add-on Factor**" – shall mean the index enlarging the Warehouse Area and expressed in %: (i) related to technical room servicing the whole Building with the area of 45.60 square meters

(containing equipment servicing all tenant's premises) and (ii) calculated as follows: the Warehouse Area not enlarged by Add-on Factor (3,920 square meters) divided by of the total warehouse area of the Building dedicated for lease to tenants (21,724.80 square meters) and multiplied by 100. The result of the calculation with the use of the areas given in the preceding sentence is 18.04% (corresponding to 8.23 square meters of the technical room - 45.60 x 18.04%). This calculation shall be updated with the application of the areas actually measured in accordance with the provisions of Clause 6 and in the event of adjustment of the warehouse area dedicated for lease to tenants in the Building in the future;

1.25. "**Common Areas**" – shall mean the common part of the Real Property (including usable areas serving the general purposes of the Building), that are not intended for the exclusive use of the Landlord (whereas it does not include offices and other rooms of the manager of the Building) or other Tenants (e.g. technical and administrative premises, corridors and staircases, lifts, shared restrooms and social rooms, fences, entry gates, guards' room, generally accessible car parks, access ramps, access roads, green areas, footways, service areas, shared goods loading and unloading sites, facade and roof of the Building);

1.26. "**Acceptance Report**" – shall mean the document confirming the handover of the Leased Property to the Tenant on the Handover Date;

1.27. "**Leased Property**" – shall mean the part of the Building handed over to the Tenant for its exclusive use for the Period of Lease, described in more detail in Clauses 3.1 and 3.3 of Contract, including Parking Space;

1.28. "**Landlord's Insurance**" – shall have the meaning given in Clause 12.1(c);

1.29. "**Tenant's Share**" – shall mean the index expressed in % calculated as follows: (i) the Total Lease Area (4,082.23 square meters) (ii) divided by the total Building's area, being pursuant to the design as of the date of execution hereof 22,324.4 square meters, what comprises total area of the Building dedicated for lease to tenants (21,724.80 square meters of warehouse space and 554 square meters of office space) and area of technical room servicing the whole Building (45.60 square meters) and (iii) multiplied by 100. As of the date of conclusion of the Lease Contract, the Tenant's Share calculated in accordance with the above formula is 18,29%; the actual Tenant's Share will be calculated on the basis of the results of the measurements of the Building and the Premises and will be confirmed in Handover Protocol, subject to adjustment in the event that the warehouse area dedicated for lease in the Building will change in the future and/ or add new premises, areas in the Building in the future;

1.30. "**Indexation Factor**" – shall mean the "All items index from Harmonised Indices of Consumer Prices (HICPs)" – calculated for all countries of the European Union (Harmonized Index of Consumer Prices for Euro area), published by Statistical Office of the European Union, i.e. EUROSTAT, specified in Schedule 13;

1.31. "**Expenses**" – shall have the meaning given in Clause 11.10 below;

1.32. "**Requirements in the Field of Environmental Protection**" – shall mean all currently in force and future laws, regulations, rules, codes, ordinances or similar acts of authorities or government agencies which governs or relates to matters concerning the hygiene, safety and environmental conditions in, below the surface of or in the vicinity of the Leased Property or its surroundings;

1.33. "**Security**" – shall mean: (i) the Guarantee or Deposit and (ii) the notarial deeds of voluntary submission to enforcement referred to in Clause 8 below;

1.34. "**Advances towards Service Charges**" – shall mean the monthly advance towards the Service Charges in a given settlement period that the Tenant is obliged to pay;

1.35. "**Fit for Use**" – shall mean the situation, when the Total Lease Area is fit for operating on it agreed business by the Tenant, basically in the same manner as before the Extraordinary Damage;

1.36. "**Bad Weather Conditions**" – shall mean unexpected and unusual weather conditions for given season of the year in the local climate, such as hail, whirlwind, flood or other causing destruction of previously performed construction works and/or causing delays of the construction of the Leased Property or the Building, which cannot be mitigated by the use of the technical solutions available at the Polish construction market.

2. DETAILED TERM OF LEASE

The Parties have agreed the following detailed terms of the Contract.

A.	**Definition of the Leased Property**	In accordance with the Schedule no. 3	
B.1	**Office Area**	Approx. 154 sq.m.	
B.2	**Warehouse Area**	Approx. 3,928.23 sq.m.	
B.3	**Total Lease Area**	Approx. 4,082.23 sq.m.	
C.	**Definition of the number of Parking Spaces**	36 parking spaces indicated on the **Schedule 11**	
D.	**Period of Lease**	60 months from Handover Date plus possible extensions pursuant to Clause 3.5.	
E.	**Lease Rent**		
a)	**for the Warehouse Area**	the PLN equivalent of 3.85 EUR + VAT tax (say: three EURO 85/100)	per 1 sq.m. of the Warehouse Area for 1 month
b)	**for the Office Area**	the PLN equivalent of 8.50 EUR + VAT tax (say: eight EURO 50/100)	per 1 sq.m. of the Office Area for 1 month
F.	**Amount of monthly Advance towards Service Charges**	3.45 PLN + VAT tax (say three PLN 45/100) until the end of 2019 5.54 PLN + VAT tax (say: five PLN 54/100) as of the following calendar years of the Period of Lease	per 1 sq.m. of Total Lease Area for 1 month
G.	**Sum of the security Guarantee/Deposit**	160,013.94 EUR, i.e. 6-month Lease Rent + 6 Advances towards Service Charges + VAT	
H.	**Deadlines for submission of Security by the Tenant:** **Guarantee/Deposit**	30 (thirty) days of the date of the signing of the Contract	

	Submission to enforcement pursuant to Article 777 Para. 1 Clause 4 and 5 of the Code of Civil Procedure	30 (thirty) days of the date of the signing of the Contract
I.	**Scheduled Date of Handover of Leased Property to Tenant**	16th of September 2019
J.	**Scheduled Early Access Date**	15th August 2019

3. LEASE AND PERIOD OF LEASE

3.1. Under this Lease Contract, the Landlord leases to the Tenant, and the Tenant accepts the lease of the Office Area and Warehouse Area, with the areas specified in Points B.1, B.2 and B.3 in paragraph 2 above, subject to measurement results made on the conditions set out in Clause 6.6 and which parameters constitute **Schedule No. 3** to the Lease Contract and jointly referred to as "**Total Lease Area**" or "**Premises**", in return for the Lease Rent and other fees, on the terms defined in this Lease Contract. In order to provide the Office Area and the Warehouse Area to the Tenant in the state compliant with this Contract, in particular to provide the Warehouse Area as space suitable for production and storage purposes (in accordance with Clause **Błąd! Nie można odnaleźć źródła odwołania.** below) the Landlord will apply for the change of the existing construction permit with respect of the Building.

3.2. In addition to the right to use the Leased Property on the terms defined in this Contract, the Tenant shall also have the non-exclusive right to use the Common Areas.

3.3. Together with the Total Lease Area and as a part of the Lease Rent the Landlord shall make available to the Tenant for the purpose of parking of passenger cars on an exclusivity basis, on the terms and conditions defined in this Lease Contract, 36 (thirty six) Parking Spaces within the boundaries of the Land and indicated on the plan which constitutes **Schedule No. 11** to the Contract. The Parking Spaces shall be made available to the Tenant consistently with the Rules and Regulations of Use of the Building and Land, constituting **Schedule No. 9** hereto.

3.4. The period for which the Leased Property will be leased to the Tenant shall be 60 (sixty) months from the Handover Date (the "**Period of Lease**"), subject to possible extensions pursuant to Clause 3.53.4.

3.5. The Tenant has the right to extend the Period of Lease twice, each time for the subsequent term of 3 years upon the Tenant's notice served to the Landlord at the latest 6 months prior to the expiry of a current Period of Lease on the terms and conditions (i.e. regarding the Rent, the amount of monthly Advance towards Service Charges, the Security) currently binding the Parties as of the moment of the extension.

3.6. The Warehouse Area may be used by Tenant exclusively for:

(a) the production, sale and distribution of trade fair stands, shop and interior fittings, design and architectural services as well as comparable items and offers associated with these services is permitted. However, permissible production described hereinabove can be carried out using only aqueous paints, and

(b) the storage and disposal of goods and materials related to the profile of production specified in point (a) above (excluding Hazardous Materials), in accordance with General Guidelines for storage and shelving, indicated in **Schedule No. 12** hereto,

and the Office Area may be used by the Tenant exclusively for the purpose of pursuit of an office activity, and in any case in accordance with provisions of operating permit issued for the Building or Leased Property and in accordance with the applicable laws. In avoidance of doubt, Leased Property shall not be used as a production area other than this indicated in point (a) above without the prior consent of the Landlord which shall not be unreasonably withheld or delayed, and fulfilment of any legal requirements. All the above activities together shall be referred to hereinafter as the "**Permissible Use**".

3.7. The Landlord confirms that (i) based on information it was provided by the Tenant and (ii) provided that the production described within this Clause will be carried out in accordance with Permissible Use and always using only aqueous paints - the Tenant's activity that will be carried out by the Tenant in the Warehouse Area will comply with the environmental decision No. WOS 6220.16.2018-18 dated 3 December 2018. In case of violation of the Permissible Use by the Tenant, despite being notified by the Landlord to cease aforesaid violation and ineffective lapse of given cure period (at least 2 Business Days) - the Tenant shall be obliged to pay to the Landlord penalty in the amount of 1/10 of monthly Lease Rent and monthly Advance towards Service Charges for every day of such a violation (without taking into account any discounts, charges exemptions) within 7 (seven) days from the date of receipt of Landlord's call in this matter together with the bookkeeping note. In addition, the Tenant shall be obliged to reimburse to the Landlord all costs arising from such violation of Permissible Use by the Tenant, including possible penalties and other administrative fees. Moreover, the Tenant shall be obliged to end such a violation of the Permissible Use as soon as possible or to change permissible use of the Building or Leased Property on its own cost under the supervision of the Landlord, especially by obtaining new or changed operating permit concerning the Building or the Leased Property.

4. EQUIPMENT OF THE LEASED PROPERTY

4.1. The Landlord shall deliver the Leased Property to the Tenant in accordance with the technical conditions and equipment described in **Schedule No. 5**.

4.2. The Landlord shall be authorized to make changes to the applied solutions in terms of standard of furnishing or finishing of the Leased Property if the obligation to make such changes arises from the universally applicable and compulsory laws and regulations, and the Landlord shall be obliged to notify the Tenant of the aforementioned changes and, should they depart significantly from the previously adopted solutions, agree substitute solutions with the Tenant.

5. ADDITIONAL IMPROVEMENTS MADE BY THE TENANT

5.1. The Tenant is entitled to make some fit-out and improvement works on its own cost and due to its own efforts, which works shall be indicated in **Schedule 10** hereto and referred to hereinafter as the "**Initial Tenant Improvements**". In view of Clause 14 below, it is hereby confirmed that the Landlord's consent for shall not apply to above mentioned works nonetheless it does not preclude the Tenant's obligation to obtain Landlord's prior written acceptance for plans / drawings / projects (as the case may be) and regarding the Initial Tenant Improvements, such consent not to be unreasonably refused or withheld.

6. HANDOVER OF THE LEASED PROPERTY

6.1. For the purposes of this Lease Contract, the term "**Handover Date**" means a day on which: (a) Leased Property will be ready for handover, i.e. in accordance with the agreed use pursuant to this Lease Contract in a s state compliant **with Schedule No. 3** and **Schedule No. 5** and the Landlord has a final occupancy permit allowing to use the Building and ("**Readiness for Use**") and (b) will be transferred to the Tenant.

6.2. The Parties agree that the handover of the Leased Property will take place on the date indicated in Clause 2 I (the "**Scheduled Handover Date**"), subject to different provisions of this Contract.

The Parties also agree that the Landlord shall allow the Tenant and its contractors an access to the Leased Property on the date indicated in Clause 2 J (the "**Early Access Date**") for the

purpose of performance of the Tenants Initial Improvements and installation of the Tenant's equipment ("**Early Access**"). The Tenant acknowledges and agrees (and will not raise any objections / claims against the Landlord) that as of the Early Access Date the state of the Building will be as follows: roof, walls, flooring, access to one gateway. To avoid any doubts, Parties agree, that within the period of Early Access Date, the Tenant may perform in the Premises only works accepted by the Landlord pursuant to this Clause and shall have no right to conduct any business activity in the Premises (or its any parts), i.e. to use the Premises for purpose of the Permissible Use. The Tenant undertakes that during Early Access, he will comply with all instructions and restrictions introduced by the Landlord, general contractor, project manager and construction or building manager (in case of any discrepancies between instructions and restrictions, the project manager will have a binding decision), as the case may be, if they do not conflict with applicable law or this Agreement. The Tenant shall make every effort to ensure that its own works do not interrupt or limit the works carried out by the Landlord. The Tenant will perform the Tenant's works in a manner that should not prevent or limit the possibility for the Landlord to obtain the necessary permits for the Building and the Premises. If: (i) the Tenant or any of his contractors performing the Tenant's works violates the rules of performing the Tenant's works or (ii) performance of the Tenant's works under the Early Access will delay or hinder the Landlord's works, the Landlord will have the right to withdraw the permission for Early Access with immediate effect, by way of a Tenant's written notice. In the case specified above, the Tenant shall cease to perform the Tenant's works immediately after receiving this notification, empty the Premises and will hand over the Premises to the Landlord within 1 (one) Business Day from the receipt of the notification from the Landlord. The Landlord will not be obliged to hand over the Premises to the Tenant for a purpose of Early Access, if the Tenant shall not provide the Landlord with the Guarantee and/or Deposit and/or submission to enforcement pursuant to Article 777 § 1 sec. 4 and 5 of Code of Civil Procedure.

6.3. On the Handover Date, representatives of the Landlord and Tenant will inspect the Leased Property in order to confirm that the Leased Property will be made accessible for the Tenant in accordance with this Lease Contract, subject to the Minor Faults, as well as the Leased Property has a valid authorization for use. If for the purpose of transacting a business in the Leased Property by the Tenant, it is necessary to obtain any consents, concessions or permissions etc., the Landlord is released from responsibility for obtaining and maintaining such consents, while the Tenant should immediately undertakes such consents, concessions etc. on its own expense and risk. This provision shall apply also when the decisions or orders of the public administration bodies are addressed to the Landlord; in such case, the Tenant shall release the Landlord from any liability (which, for avoidance of doubt does not pertain to an environmental decision that should be obtained and kept by the Landlord).

6.4. The Tenant shall not refuse to accept any part of the Leased Property, which is Ready for Use. In particular, the occurrence of Minor Faults, does not entitle the Tenant to not accept the Leased Property and to not sign the Acceptance Report. The Landlord will be obliged to repair Minor Faults described in the Acceptance Report in reasonable and technically possible term, as the case may be.

6.5. The Landlord shall notify the Tenant in writing (the "**First Notice**") of the exact Handover Date with a minimum notice of 7 (seven) days. The Parties shall confirm handover of the Leased Property and the Leased Property's Readiness for Use in the form of an acceptance report containing a detailed description of the condition of the Leased Property at the time of its handover at the Handover Date along with the photographic documentation constituting schedule to acceptance report and a list of Minor Faults requiring repair or replacement by the Landlord, consistently with the specimen provided in **Schedule No. 6** hereto (the "**Acceptance Report**"). If the Tenant is not present in the Leased Property at the Handover Date (set in the First Notice) the Landlord will serve a second notice indicating new Handover Date with a minimum notice of 3 (three) days. If the Tenant is not present for handover also at such second Handover Date or if the Tenant unduly refuses to sign the Acceptance Report, the Landlord may sign the Acceptance Report on its own and the date of signing that Acceptance Report shall be deemed to be the Handover Date for the purposes of this Lease Contract.

6.6. The Tenant declares that it accepts principle of measurement described below and agrees that the area which constitutes the basis of calculation and invoicing the Lease Rent and other payments set forth in this Contract will be, without a need to prepare and amend an additional annex, the final Total Lease Area measured at the Tenant's expense by the person entitled to such measurements, which will be indicated in the Acceptance Protocol (including Add-on Factor). The measurement of the area will be made in the presence of the Landlord and Tenant at a height of 1 meter from a floor level between:

(a) external contour of the exterior walls in the existing state;

(b) half of the depth of partition walls and other Tenants' rooms or surfaces for other purpose;

(c) without deduction of the columns, construction lugs, as well as partition walls.

6.7. The Parties hereby declare that changes of the actual Office Area and Warehouse Area in relation to their size indicated in Clause B1 or B2 of the Detailed Terms of Lease in paragraph 2 above shall not exceed 5 (five) % (this applies to both increase and decrease of this area). Changes which lead to increase or decrease of the actual size of the Office Area or Warehouse Area of no more than 5 (five) % compared to the above-mentioned areas, will be taken into account and thus established area will be the final size of the area for the purposes of this Contract, including for determination of Lease Rent and other charges, which the Parties shall confirm in the Acceptance Protocol. In case of change being decrease or increase of actual Office Area or Warehouse Area by more than 5 (five) % compared to their size indicated in Clause B1 or B2 of Detailed Terms of Lease, final size of the area for the purpose of this Agreement, including for the purpose of calculation of Lease Rent and other charges, shall be respectively 95% or 105 % of an area, referred to above, which will be confirmed by the Parties in the Acceptance Protocol. The Parties undertake to not assert any claims against each other related to the above-described 5 % tolerance of the area of the Leased Property.

6.8. In case of changes of the actual Office Area and Warehouse Area in relation to their size indicated in Clause B1 or B2 of the Detailed Terms of Lease in paragraph 2 above being decrease or increase of actual Office Area or Warehouse Area by more than 5 (five) % compared to their size indicated in Clause B1 or B2 of Detailed Terms of Lease in paragraph 2 above, the Tenant shall have the right to withdraw from this Contract within 7 (seven) days from Handover Date and in any case by 30 September 2019.

7. DELAY IN HANDOVER OF THE LEASED PROPERTY

7.1. If there is any delay in completion of construction works of the Building and it results from the following reasons:

(a) force majeure,

(b) acts of public administration authorities related to the issuance of any decision, authorization or permission required to build a Building and not attributable to the Landlord's fault, or

(c) the Bad Weather Conditions that prevent the carrying out of construction work, or

(d) labor disputes and strikes affecting the provision of public services, or

(e) delay caused by the Tenant,

in each such case, the Landlord will have the right to appropriately extent the period of carrying out construction works, and shall immediately inform the Tenant to postpone the Early Access Date and/or the Scheduled Handover Date and clarify and justify the length of such extension.

7.2. If the delay in handing over the Leased Property to the Tenant exceeds 3 (three) months from the Handover Date specified in Clause 6.2 above and Clause 2 I and:

(a) the Landlord is liable for such delay, then the Tenant shall have the right to withdraw from this Contract within the next 3 (three) months and if the Tenant does not exercise such right to withdraw from this Contract, the Landlord shall have the right to withdraw from this Contract within the next following 3 (months);

(b) the Landlord and the Tenant are not liable for such delay, then both Parties have the right to withdraw from this Contract within the next 3 (three) months;

(c) the Tenant is liable for such delay then the Landlord shall have the right to withdraw from this Contract within the next 3 (three) months and if the Landlord does not exercise such right to withdraw from this Contract, the Tenant shall have the right to withdraw from this Contract within the next following 3 (months).

7.3. If the Tenant does not withdraw from this Contract as per Clause 7.2 and the Landlord is liable for the delay in handover of the Premises to the Tenant or delay in Early Access Date as per Clause 6.2, the Landlord shall pay the Tenant a contractual penalty in the amount of EUR 15,000 per each commenced week of the delay:

(a) for the delay in handover - the penalty for a delay in the Handover Date shall begin on September 17, 2019;

(b) for the delay in Early Access Date –the penalty for a delay of the Early Access date shall begin on August 16, 2019, and

and the Landlord is liable for the delay in handover of the Premises to the Tenant or delay in Early Access Date as per Clause 6.2.

7.4. If the Tenant withdraws from this Contract as per Clause 7.2(a) the Landlord shall pay the Tenant a contractual penalty in the amount of 3-month Lease Rent.

8. SECURITY

8.1. The Tenant shall be obliged to pay a Deposit to the Landlord or provide the original of Guarantee within 30 (thirty) days of signing this Contract. For avoidance of doubt, Tenant is not required to provide both the Guarantee and the Security Deposit.

8.2. These provisions apply to the Guarantee (as defined below):

(a) Bank guarantee provided by the Tenant must be: issued by a renowned bank, irrevocable, unconditional, transferable to the third parties, payable on the Landlord's first demand and issued by a bank with its seat in Poland, previously accepted by the Landlord, whereby the Landlord shall not be entitled to refuse such acceptation without justified cause, of a sum expressed in EUR of 6 (six) monthly Lease Rents and 6 (six) Advances towards Service Charges, each of these amounts plus VAT (calculated in accordance to the average PLN/EUR exchange, announced by the National Bank of Poland and applicable on the issue date of bank guarantee) and must correspond to a specimen constituting **Schedule No. 7** ("**Guarantee**").

(b) In the event of any increase of Lease Area (including, if the actual size of the Leased Property will be larger than the area indicated in Clause 2 paragraph B), an increase of the Lease Rent or Service Charges (including as a result of indexation), the increase in VAT tax, within fourteen (14) days of such event, the Tenant shall be obliged to raise the guarantee limit arising from the Guarantee up to the current sum expressed in EUR of 6 (six) monthly Lease Rents and 6 (six) Advances towards Service Charges, each of these amounts plus VAT, calculated in accordance to the average PLN/EUR exchange, announced by the National Bank of Poland and applicable on the day before the issue date of such changed guarantee.

(c) The Landlord may submit a payment request under the Guarantee if any amounts due from the Tenant hereunder are not settled when due in spite of serving the Tenant additional call for payment with at least 5 days deadline for such payment.

(d) If the Landlord submits a payment request under the Guarantee, the Tenant shall be obliged to deliver to the Landlord, within 30 (thirty) days, a new bank guarantee which guarantee limit shall be equal to the previous value, which shall correspond to the sum expressed in EUR of the 6 (six) monthly Lease Rents and 6 (six) Advances towards Service Charges, each of these amounts plus VAT, calculated in accordance to the average PLN/EUR exchange, announced by the National Bank of Poland and applicable on the day before the date of accomplishment of such reinstatement.

(e) The Guarantee must remain in force in its full amount of security for a period of 3 (three) months of the expiration of the Period of Lease or of its early termination. If the Guarantee is valid for a shorter period, the Tenant shall be obliged to deliver a new Guarantee to the Landlord 30 (thirty) days ahead of the date of its expiration. If the Tenant fails to submit to the Landlord such new Guarantee, the Landlord may issue a request seeking payment of the full amount of the Guarantee and withhold the monies received as a Deposit as well as the Landlord may have the right to request payment of a contractual penalty by the Tenant in the amount of PLN 500.00 (five hundred Polish zlotys) per day of delay in delivery of the Guarantee. The Landlord shall be vested the same rights in the situation where the Guarantee is not reinstated to its previous value, consistently with Clauses 8.2.(b) and (d) above.

8.3. The Tenant is entitled, at any time, but not more often than once a year, to replace delivered Guarantee into the Deposit and Deposit into the Guarantee, in which case the provisions of this clause 8.2 concerning the return of the Guarantee, and point 8.4 concerning the Deposit, shall apply consistently.

8.4. These provisions shall apply to the Deposit (as defined below):

(a) the Deposit established by the Tenant shall be the sum expressed in PLN of 6 (six) monthly Lease Rents and 6 (six) Advances towards Service Charges, each of these amounts plus VAT, calculated in accordance to the average PLN/EUR exchange, announced by the National Bank of Poland and applicable on the day before the date when deposit was paid. The Deposit should be paid into the bank account no no. IBAN PL63 1600 1462 1872 8818 0000 0002, **SWIFT/BIC:** PPABPLPKXXXwith the BGŻ BNP Paribas in EUR (the „**Deposit**").

(b) In the event of any increase of Lease Area (including, if the actual size of the Leased Property will be larger than the area indicated in Clause 2 paragraph B), an increase of the Lease Rent or Service Charges (including as a result of indexation), the increase in VAT tax, within 7 (seven) days of such event, the Tenant shall be obliged to raise the Deposit up to the current sum in EUR of 6 (six) monthly Lease Rents expressed and 6 (six) Advances towards Service Charges, each of these amounts increased by VAT, calculated in accordance to the average PLN/EUR exchange, announced by the National Bank of Poland and applicable on the date when deposit was replenished.

(c) The Landlord can use the Deposit for payment of the amounts due from the Tenant, and not settled when due.

(d) In case of withdrawal by the Landlord any amount of the Deposit to satisfy claims arising from this Lease Contract, the Tenant shall be obliged within 30 (thirty) days to supplement the Deposit to its original value, which will correspond to the PLN equivalent of the sum of 6 (six) monthly Lease Rents and 6 (six) Advances towards Service Charges, each of these amounts increased by VAT, calculated in accordance to the average PLN/EUR exchange, announced by the National Bank of Poland and applicable on the date of accomplishment of such reinstatement. If the Tenant does not supplement the Deposit within the time limit (which also applies to Clause 8.4.(b).) or does not provide the Guarantee for respective amount, the Landlord shall have the right to demand a payment of contractual penalty by

the Tenant in the amount of 500 (five hundred) zlotys for each day of delay in supplementation of the Deposit.

(e) Within 3 (three) months of the expiration or earlier termination of this Lease Contract or the conversion of the Deposit into the Guarantee, the Landlord shall refund to the Tenant part of the Deposit in PLN (without interest), which will remain after a deduction of any debts of the Tenant under this Contract, to deduct which the Landlord is authorized.

8.5. If the Tenant does not provide the Landlord with the Guarantee (in accordance with 8.2) or fails to pay the Security (in accordance with Clause 8.4) within 30 (thirty) days of signing this Contract, the Landlord may deliver to the Tenant a written notice in this matter with a minimum cure period of 14 (fourteen) days. If the Tenant does not provide the Landlord with the Guarantee or fails to pay the Security despite being given with additional cure period (as described in previous sentence), the Landlord shall be entitled to withdraw from this Lease Contract. The right of withdrawal may be executed by the Landlord by delivery a written notice of withdrawal to the Tenant not later than 31th July, 2019. Notwithstanding the foregoing, any part of the Leased Property will not be made accessible for the Tenant before providing the Landlord with the Guarantee or payment of the Security. The above does not preclude the 'Landlord's rights under Clauses 8.2 and 8.4.

8.6. The Parties agree that within 30 (thirty) days of signing this Contract, the Tenant shall be obliged to submit, in the form of a notarial deed, at the Tenant's own expense, a declaration of voluntary submission to enforcement in respect of the duty to:

(a) return the Leased Property following the end of the term of this Contract, inter alia, as a result of: (i) lapse of the term for which the Contract has been signed, (ii) its termination by the Landlord, (iii) its termination by the Tenant, and (iv) in the event of its dissolution prior to the lapse of the period for which the Contract has been signed, by the Parties' agreement;

(b) pay all amounts due arising under this Lease Contract, up to the aggregate maximum amount corresponding to the 12 monthly Lease Rent, i.e. up to the aggregate maximum amount representing the PLN equivalent of 1,049,255.90 zł. The Landlord shall be able to motion for appending the execution clause to the notarial deed referred to in this Clause on a multiple basis, as to each of the Tenant's defaults on the obligation to make the payment, however not later than by 31th December, 2024.

8.7. Along with the Tenant's consent to the fact that, in the event of the buyer of the Real Property entering into the lease relationship or transfer by the Landlord of its rights hereunder to the bank financing the buyer of the Real Property or bank financing the Landlord, such buyer or bank shall have the right to motion to the Court to append the notarial deeds described in this Clause the execution clause pursuant to Article 788 of the Code of Civil Procedure. Notwithstanding the foregoing, the Tenant shall be obliged to provide, when requested by such buyer or institution, new a declaration of submitting himself to voluntary enforcement in a form of notarial deed, referred to in this Clause, issued for the benefit of this buyer or financial institution within 21 (twenty one) days from the date of receipt by the Tenant relevant call in this matter.

8.8. Failure to present the above-mentioned extract of a notarial deed covering the declarations referred to in Clause 8.6 of this Contract or excerpt of new notarial deed, drawn up in the name of buyer of the Real Property or financial institution, referred to in the Clause 8.7 within the specified periods following an ineffective call upon the Tenant by the Landlord to deliver them within the accorded additional 14-day time limit, shall give the Landlord the right to: (i) request payment of the full amount of the Guarantee and its withholding as an additional deposit securing all amounts due hereunder with the Tenant's concurrent obligation to reinstate the Guarantee up to its original amount or (ii) transfer the Deposit to the Landlord's bank account with the Tenant's concurrent obligation to reinstate the Deposit up to its original amount. The Landlord shall be authorized to withhold the amount disbursed from the Guarantee or from the Deposit until delivery by the Tenant of the declarations of submission to enforcement referred to above, and (iii) request from the Tenant payment of penalty up to 1/30 monthly Lease Rent and Advances towards Service Charges (excluding any discounts and exemptions from the

Lease Rent) for each day of delay. Penalty shall be paid within 7 days from the date of receipt of a Landlord's call.

8.9. In the event any of the Security is not delivered by the Tenant until the Handover Date, the Landlord is entitled to withhold delivery of the Leased Property, notwithstanding the above this shall not affect the Tenant's obligations regarding payments arising out of this Agreement and it is deemed that those payments are due and payable as of the Payments Start Date.

9. THE RENT

9.1. Unless the context of the Contract suggests different understanding of both notions of the Lease Rent for Warehouse Area and of the Lease Rent for Office Area or the purposes of this Contract, i.e. in particular for the purposes of the Indexation, terms of payment, VAT, calculation of exchange rates, currencies, invoicing, contractual penalties, the amounts of the Security etc. shall be understood collectively as the "**Lease Rent**".

9.2. The Lease Rent shall be payable from the Handover Date, on a monthly basis in advance by the 10th day of each month. The invoice will be issued by the Landlord, the first working day of the month (working days will be considered days from Monday to Friday, except on public holidays). Issuing of VAT invoice earlier than the initial date of issuing VAT invoices specified above shall be recognised as the issue of invoice on the first day of the relevant period for its issue.

9.3. In relation to the payments falling due for a portion of the calendar month, the Lease Rent shall be calculated on a pro rata daily basis, consistently with the actual number of days of lease in a given month.

9.4. In case of making the Leased Property or its part accessible for the Tenant before the Handover Date, in order to conduct their own adjusting work, the Tenant is obliged to bear the cost of the Expenses from the date of the earlier access to the Leased Property or its part.

9.5. All amounts due under the Lease Contract on account of the Lease Rent shall be increased each time by the due tax on goods and services at the interest rate obtaining at the time of payment of those amounts.

9.6. The Landlord may charge statutory interest for delay in payment of the Lease Rent.

10. INDEXATION

10.1. Starting from 2020, the Lease Rent in its current amount shall be a subject to indexation retroactively as of January 1 of each calendar year (the "**Indexation Date**") by the percentage equal to the increase of the Indexation Factor for preceding calendar year of Period of Lease. If the Indexation Factor is not publicly available due to discontinuation of its announcement, the Landlord shall have the right to replace this factor with other comparable factor calculated on the basis of modifications of maintenance costs or purchasing power costs expressed in euro, announced by the Eurostat or any other office of the European Union or renowned financial institution or financial publishers. The Lease Rent adjusted in accordance with the Indexation Factor shall be the "**Lease Rent**" or the purposes of this Lease Contract.

10.2. The Landlord shall deliver the calculations of such increase made by the Landlord by way of a written notification of the Tenant, with the attached relevant information from EUROSTAT by March 31 of each year, with the reservation that the Tenant shall be obliged to pay the indexed amount retroactively as of January 1 of a given year, based on a VAT invoice issued by the Landlord and delivered to the Tenant along with the invoice relating to the Lease Rent for the month of April of a given calendar year.

10.3. If the Indexation Factor does not increase or declines in a given year, the Lease Rent due for this year shall remain unchanged.

11. SERVICE CHARGES

11.1. In addition to the Lease Rent, starting from the Handover Date, the Tenant shall be obliged to participate in Service Charges in a part corresponding with the Tenant's Share.

11.2. Until calculation of the Service Charges based on the actual costs incurred in each calendar year, the Tenant shall pay monthly Advances towards the Service Charges. Those amounts (along with due VAT) shall be paid by the 10th (tenth) day of each calendar month to the bank account designated by the Landlord. The Landlord shall issue to the Tenant the relevant VAT invoice on 1st working day of the month (working days will be considered days from Monday to Friday, except on public holidays). Issuing of VAT invoice earlier than the initial date of issuing VAT invoices specified above shall be recognised as the issue of invoice on the first day of the relevant period for its issue. In any case exchange rate (EUR/PLN) shall always be calculated on the day preceding the date of invoice. In the event of delay in payment of the amounts due referred to above, the Landlord shall be authorised to burden the Tenant with the statutory interest for each day of delay in accordance with the act as of March 8, 2013 *on terms of payment in commercial transactions* (Journal of Laws 2019.118 consolidated text).

11.3. In each consecutive calendar year, the Landlord shall estimate the amount of the Service Charges. By December 31 of each calendar year of the Period of Lease, the Landlord shall notify the Tenant of the amount of the Service Charges for the forthcoming year and the Tenant shall be obliged to bear, on a monthly basis, 1/12 of the so established Service Charges (the "**Advances towards Service Charges**"), and in the amount not lower than the Advances towards Service Charges obtaining during the preceding settlement period.

11.4. The Landlord shall charge the Tenant with the Service Charges covering the services rendered to the Landlord at the rates which shall not materially differ from average market rates.

11.5. In case of need for repairs of any of the fire fighting and protection equipment and installations, fire alarm installations, security installations and traffic safety and control installations, air-conditioning and heating installations, water and sewerage installations, electrical installations, along with high-voltage cables the following rules of including such expenses into the Service Charge shall apply:

(a) if such replacement and/or repair was assured by the relevant Landlord's contractor within its guarantee obligations (however in any case without any Landlord's costs), such costs shall not be included in the Service Charge.

11.6. A monthly Advance towards Service Charges during the period between the Handover Date and the end of the calendar year in which the Handover Date occurred shall be 3,45 PLN (say: three 45/100 Polish zlotys), plus due VAT, per square meter of the Total Lease Area per month. The Service Charges for that period shall be established in advance but shall be subject to settlement in consecutive calendar year.

11.7. The actual amount of the Service Charges for each preceding year of the Period of Lease shall be computed within 3 (three) months from the end of each year for which the Tenant has paid the Advances towards Service Charges. The Landlord shall allocate any amount overpaid by the Tenant towards the following payments due on account of the Service Charges. The Tenant shall supplement any shortfall in the amount due to the Landlord within 14 (fourteen) days of delivery to the Tenant of the Landlord's declaration concerning the actual amount of the Service Charges for the preceding year, along with the relevant VAT settlement invoice.

11.8. Within 14 (fourteen) days of receipt from the Landlord of the settlement of the actual costs of upkeep and operation of the Real Property along with the relevant invoice, the Tenant or auditor authorised by the Tenant shall have the right to address to the Landlord a request demanding presentation of the clarifications concerning the calculation of the actual cost of upkeep and operation of the Real Property, for the purpose of checking whether the fees charged for the services have been settled and calculated by the Landlord consistently with the Contract. Within 14 (fourteen) days of receipt from the Landlord of the clarifications, subject to a five-day prior

written notice, the Tenant shall have the right to inspect, during normal business hours, the Landlord's documentation concerning calculation of the Service Charges (such inspection shall not last longer than 5 (five) Business Days). The Landlord shall have the right to indicate another date of the audit, if the other tenant earlier indicated that day as a date of this tenant's audit. In case the fees charged for the services have been settled and calculated by the Landlord inconsistently with the Contract by more than 5%, the Landlord shall be obliged to reimburse to the Tenant the cost of the audit, but in any case not more than EUR 750 (seven hundred and fifty Euro). The Tenant may exercise this right no more frequently than once in each calendar year during the Period of Lease within 14 (fourteen) days from receipt from the Landlord a billing of the actual costs of maintenance and usage of Real Property together with relevant invoice. The inspection shall be carried out within the premises designated by the Landlord.

11.9. Participation of Tenant in the Service Charge and Expenses (as defined in Section 11.10 below) shall be payable for the period from the Handover Date (or with respect to the Expenses earlier, as the case may be, when the Tenant gains access to the Building at an earlier time), with the reservation that for the first period of lease, ending on the last day of the month in which the Handover Date fell, those fees shall be calculated in proportion to the actual number of days during the said period.

11.10. For the avoidance of doubt, the payments on the Service Charges shall be exclusive of the costs of telephones, the Internet and electricity consumption in the Total Lease Area and of the other utilities and services to be used individually by the Tenant (the "**Expenses**"). The Tenant shall settle the amounts of the Expenses to the Landlord based on monthly invoices or (in the case of utilities), when possible, directly to the providers of utilities. Consumption of the utilities in the Total Lease Area, excluding consumption of utilities in the Common Areas (which are covered by the Service Charges), will be established on the basis of the readings of dedicated meters deployed by the Landlord. If the Tenant does not enter into direct contracts with utility providers, the Tenant shall make payments to the Landlord in consideration of the utilities and other services (if applicable) within 10 (ten) business days of receipt by the Tenant of the relevant VAT invoice. The Tenant shall bear exclusive liability for the consequences of a default on utilities payments (regardless of whether or not the charges are paid directly to the utilities provider or to the Landlord) and on payments for other services, along with the interest on the amounts paid by the Landlord, the interest due to the utilities provider and any reconnection charges that the Landlord is to pay unless the default on the utilities payment was due to the circumstances for which the Landlord is liable. The Landlord shall not be liable for the deliveries of utilities by the providers of such utilities, as defined in this Clause. Payment of the Expenses shall be considered as an expense distinct from the Lease Rent and which does not constitute a calculation factor of the Lease Rent and is regulated independently from the Service Charges.

11.11. To the extent permitted by law, the Landlord is not liable for damage or destruction of property belonging to Tenant on the area of the Leased Property caused by the circumstances listed in points (a) and (b) below and the Tenant shall have no right to make a claim against the Landlord for damages caused by these circumstances:

(a) temporary failure or interruption in the delivery of any media, installation or services in the Leased Property or for the Leased Property during inspections, maintenance, repair or conversion for the reasons due to the respective utilities providers or for reasons beyond any Party's control; and

(b) damage, failure, downtime, leak, defect or interruption in water supply, electricity supply, canalization, heat supply, functioning of air conditioning, ventilation, telecommunication services and any other systems or services in the Leased Property or for the Leased Property, which are beyond the control of the Landlord.

12. LANDLORD'S RIGHTS AND UNDERTAKINGS

12.1. In addition to the Landlord's duties provided for in the other parts of this Lease Contract, the Landlord undertakes:

(a) to assure uninterrupted use of the Leased Property and use of all Common Areas for the Tenant (unless such interruption is expressly permitted under this Contract), for seven (7) days a week for twenty-four (24) hours a day, unless the Tenant is persistently not paying any due amounts or is not performing any obligation hereunder;

(b) to assure proper maintenance and repair of the Building and the Land (excluding the Leased Property for which the Tenant is liable in accordance with Clause **Błąd! Nie można odnaleźć źródła odwołania.**), in particular of the structural elements of the Building and the Land and the following installations of the Building (whose repair is assured by the Landlord at the Tenant's expense in accordance with Clause 11.5): firefighting and protection equipment and installations, fire alarm installations, security installations and traffic safety and control installations, air-conditioning and heating installations, water and sewerage installations, electrical installations, along with high-voltage cables.

(c) to take out commercial insurance for the Building against all risks, including, but not limited to, risk of damage or fire as well as third-party civil liability (except for the damage occasioned by the Tenant) (the "**Landlord's Insurance**"). The cost of the Landlord's Insurance shall be incorporated in the Service Charges;

(d) to support, to the reasonable extent and at the Tenant's expense, the Tenant in securing any and all approvals, permits and decisions whose securing is necessary for exercise of the Tenant's rights associated with performance of this Contract;

(e) to notify the Tenant, without delay, upon receipt by the Landlord of any orders, notices or decisions involving the Building that, in the Landlord's reasonable opinion, could have a material impact on the Tenant's interests;

12.2. In order to assure due performance of its obligations arising from this Lease Contract, the Landlord reserves the following rights:

(a) the right to carry out any and all construction and renovation work, alterations or other work in the Building (including the premises) or on the Land (including deployment of the scaffolding) and to free and uninterrupted use of all existing and future cables and pipes located on the premises of the Leased Property and serving the Building or other installations on the Land, or those connected to them. Access to the sources of light and supply of air may be interrupted to a reasonable extent solely when the need arises for conducting repair work in the Building. The Landlord shall notify the Tenant with notice of the scope and timetable of the work. The Landlord shall (i) take measures, to the reasonable extent, to minimize the interference with the Tenant's use of the Leased Property consistently with its agreed use and (ii) repair, at the Landlord's own expense, the damage occasioned by such work.

(b) within the timeframe previously agreed with the Tenant (except for emergencies or exceptional circumstances where the Landlord is permitted to enter the Leased Property at any time without prior notification of the Tenant), the right to enter the premises of the Leased Property subject to a 24 (twenty-four) hour prior notice unless an emergency, for the purpose of:

(i) inspection and recording of the condition of the Leased Property or any other parts of the Real Property;

(ii) remedy of any default on the Tenant's obligations under this Lease Contract;

(iii) performance of repair or maintenance work, cleaning, alterations, replacement, installation, replenishment or connection of any cables or pipes supplying the Building or connected to the other installations situated on the Land;

(iv) performance of repair or maintenance work, alterations or expansion of any part of the Building or Land;

(v) performance any other Landlord's obligations arising from this Lease Contract; and

12.3. The right to enter the Leased Property referred to in Clause 12.2 above shall apply also to the persons authorised to do so by the Landlord, including the Landlord's employees, building surveyors and contractors.

12.4. For the avoidance of doubt, the Tenant shall not be entitled to claim any discount on the Lease Rent on account of performance of the aforementioned Landlord's obligations. For avoidance of doubt, the Tenant shall not be entitled to any reduction of Lease Rent due to performance of above mentioned obligations provided that the Tenant is able to carry on its business activity on at least 70% of the Total Lease Area in a manner generally consistent with agreed use and it does not cause suspension of the production process for the period longer than 6 (six) days.

13. TENANT'S RIGHTS AND UNDERTAKINGS

13.1. In carrying out the obligations provided for Tenants in other parts of this Lease Contract, the Tenant undertakes:

(a) to pay the Lease Rent, advances to Service Charge, VAT, Expenses and to make other payments when due and in the manner specified in this Lease Contract, free of any withholding and without the right to deduct.

(b) not to use or let third parties use the Total Lease Area for the purposes other than those specified in this Contract, including compliance with the recommendations relating to the allowable floor loads 5 tonnes and to the parking of vehicles not heavier than 40 tonnes in the Parking Spaces;

(c) not to assign or sublease or make available for shared use or hand over the possession of the Leased Property, whether in its entirety or any part thereof, without the Landlord's prior written consent which shall not be unreasonably withheld or delayed;

(d) not to bring in or allow to bring in or store any Hazardous Materials within the area of the Leased Property or Real Property;

(e) to comply with the provisions of the Rules and Regulations of Use of the Building and of the Land provided in **Schedule no. 9** (no amendment of those provisions, following the Tenant's notification, shall require amendment of this Contract as long as it does not impose any additional financial burden on the Tenant) and any other orders issued by the Landlord or administrator of the Building, as well as the laws and regulations applicable to the Tenant as the user of the Leased Property;

(f) within the timeframe previously agreed with the Landlord (except for emergencies or exceptional circumstances), to enable the Landlord to enter the Leased Property for the purpose of inspection of the condition of the Leased Property, inventory taking and exercise of any rights reserved for the Landlord under this Lease Contract;

(g) to assure upkeep, replacement and repair of the Leased Property together with all furnishings, at the Tenant's own expense (except for the structural elements and the installations of the Building whose repair is assured by the Landlord pursuant to Clause 12.1(b) and cost of which shall be included in the Service Charge pursuant to Clause 11.5);

(h) to notify the Landlord, without delay, of any damage occasioned on the premises of the Leased Property and to take reasonable measures required to mitigate the extent of damage to the Leased Property;

(i) to strictly comply with the guidelines governing the advertising activity and marking inside the Building, consistently with the Rules and Regulations of Use of the Building and of the Land;

(j) to keep the Leased Property clean and tidy;

(k) to promptly inform the Landlord about the need for carrying out any technical repair work.

14. ALTERATIONS

14.1. The Tenant will have no right to make any modifications, changes or improvements in the Leased Property beyond the alterations, which the Landlord agrees to in writing prior to their carrying out, such approval not to be unreasonably withheld or delayed, after the presentation of appropriate plans, designs and specifications to the Landlord by the Tenant and subject to obtainment by the Tenant of any permissions required by law.

14.2. If modifications, changes or improvements to be made by the Tenant, are likely to result in loss or deterioration of the terms of the warranty previously granted in relation to the Leased Property or part thereof (and obtaining at the time of commencement of the work by the Tenant), damage to the structural elements of the Building or to otherwise interfere with the operation of the system installations (electricity, fire protection equipment, air-conditioning etc.), the Tenant shall be obliged to comply with the following rules:

(a) to use the services of the contractor designated by the Landlord, especially the one who has granted warranty; or

(b) with the consent of the Landlord, with another contractor, who shall grant the warranty fully superseding the previous warranty.

14.3. During the works, Tenant shall: (a) comply (and shall ensure that its contractors, agents and employees will comply) with all reasonable instructions of the Landlord and the Landlord's architects, in order to minimize interference with the business of the Landlord and the Building and to ensure the safety of all persons present on the premises of the Building or the Land; (b) redress, at the Tenant's own expense, all damage occasioned on the premises of the Real Property as a result of performance of that work (c) offer the Landlord a compensation on account of any costs, claims, proceedings, losses and damage that the Landlord incurs in connection with the Tenant's work and release the Landlord from any liability on account of the obligations arising from the Tenant's actions. When performing the works, as provided in this Clause, the Tenant shall hold an insurance policy approved by the Landlord covering the related construction work. The Landlord may render its approval of the fit-out design conditional upon prior acquisition of an adequate insurance cover by the Tenant.

14.4. In the event of any breach of the aforementioned Clause 14.1 or 14.3, the Tenant shall be obliged, promptly after being notified by the Landlord in writing, to halt the work and reinstate the Leased Property to its condition from before such breach or perform the other obligations envisaged above. If the Tenant fails to promptly restore the Leased Property to its original condition, the Landlord shall have the right to reinstate the Leased Property to that condition, by way of substitute performance, burdening the Tenant with all related costs and fees.

14.5. Notwithstanding the foregoing, the Tenant shall be obliged to insure any new structural elements, improvements and alterations or additional elements of the Leased Property against all building risks of construction, on terms and conditions approved by the Landlord.

14.6. The Tenant shall be obliged to remove, at its own expense, any and all alterations, changes or improvements made between the Handover Date and the Contract Termination Date, included, unless the Parties agree otherwise in writing.

15. INSURANCE

15.1. Throughout the Period of Lease, the Tenant shall hold general third party liability insurance on account of injuries and property damage as well as insurance against damage to the Landlord's property in connection with occupation of the Leased Property by the Tenant, the Tenant's employees, representatives and persons invited by the Tenant that will cover the business

transacted by the Tenant in the Leased Property, and such insurance policy should be taken out for the amount insured not lower than 1.000.000 (one million) per each event and EUR 4.000.000,00 (four million Euros) for all events. The above sums insured shall not limit the Tenant's liability under this Contract. The Tenant's third-party liability insurance policy for the Period of Lease or for the last part of the Period of Lease shall remain valid for 90 (ninety) days after the expiration of the lease relationship.

15.2. When the Tenant fails to present to the Landlord ahead of the Handover Date adequate evidence confirming acquisition of the Tenant's aforementioned third-party liability insurance, in accordance herewith, the Landlord shall have the right, but is not obliged, to conclude insurance contract (contracts) of the civil liability of the Tenant on Tenant's name. In such case the Tenant shall refund to the Landlord all contributions paid by the Landlord, on the basis of an invoice issued to the Tenant by the Landlord.

15.3. The Tenant shall take out, and maintain the validity of, throughout the Period of Lease, at the Tenant's sole expense, insurance against all property risks, comprising the inventory, furnishings, equipment, personal effects as well as improvements and changes made to the Leased Property by the Tenant in connection with the lease (including the insurance against business interruption), up to their full replacement value.

15.4. The Tenant under this Clause 15 shall: be obliged to present, 14 (fourteen) days ahead of the lapse of the period of validity of a given policy during the Period of Lease, a new certificate of insurance to the Landlord for the consecutive period. The certificate of insurance with the proof of payment of the insurance premium, shall be presented to the Landlord by the Handover Date. On the Landlord's demand, the Tenant shall promptly present at any time during the Period of Lease the proof of signing of the insurance contract(s) and settlement of the insurance premiums issued by the insurance firm.

15.5. The Tenant undertakes not to engage (or allow third parties to engage) in any activities or store on the premises of the Leased Property or Real Property any items (or allow third parties to store the same) if this would be in breach of the terms of the Landlord's Insurance. In the case of any acts or omissions on the part of the Tenant or the Tenant's consent to the storage on the premises of the Leased Property or Real Property of the items that would result in an increase in the rates of insurance against risk of fire or any another insurance of the Leased Property, the Tenant shall pay the Landlord the amount of such increase on the latter's demand. On the Handover Date the Landlord will issue a statement confirming that Permissible Use under this Lease Contract is not in breach of the terms of the Landlord's Insurance as of the Handover Date. During the Period of Lease terms of the Landlord's Insurance will not prohibit or materially prevent the Permissible Use.

15.6. Notwithstanding the above provisions, the Tenant shall bear full liability towards the Landlord for all damage and costs sustained by the Landlord and attributable to the Tenant's acts or omissions and to the acts or omissions of the Tenant's employees, visitors, clients, business partners and other persons collaborating with the Tenant on the premises of the Leased Property and the Real Property.

15.7. Notwithstanding the above provisions, the Landlord shall bear liability towards the Tenant for damage sustained by the Tenant and attributable to the Landlord's fault, including acts or omissions of property manager of the Building.

16. RECONSCTRUCTION AND REPAIR

16.1. In the event of damage to a the Total Lease Area as a result of the Extraordinary Damage in such a way that it does not prevent entirely or partly to use a the Total Lease Area (with the Tenant's fault or the Tenant's breach of the terms of the insurance policy covering the Building), the Landlord, if not decides otherwise, shall repair such damage and reparation will not cause any reduction of Lease Rent and Service Charges, subject to the fact, that Total Lease Area shall be Fit to Use, as described below. Otherwise, following rules shall apply:

16.1.1. Total Lease Area shall be considered as "Fit to Use", if the Tenant will be able to carry on its business activity in the Total Lease Area in a manner generally consistent with agreed use, while the Total Lease Area shall be considered as "Unfit to Use", if the Tenant shall not be able to carry on business activity in the Total Lease Area in a manner generally consistent with agreed use, due to damage or defects of the Total Lease Area;

16.1.2. In case of and in so far as the result of Extraordinary Damage the Total Lease Area will be temporarily Unfit to Use, the Landlord and the Tenant agree that their rights and obligations under this Contract, shall be proportionally suspended, including the exemption of the Tenant from payment of all or the part of Lease Rent and Service Charges to the moment when the Total Lease Area will be Fit to Use as a result of reparation works, unless the damage was caused by the Tenant. For avoidance of doubt, it is agreed that the Tenants shall be obliged to pay the Lease Rent and Service Charges for this part of the Total Lease Area which are Fit to Use;

16.1.3. The Landlord has a right to inform the Tenant about the fact that he will not repair damages, indicated in Clause 16.1 within 30 (thirty) days from Extraordinary Damage. In such event this Contract expires in the date of submission of such notification by the Landlord and the Tenant shall not be obliged to pay Lease Rent. The Tenant shall not be granted with any other compensation claims towards the Landlord;

16.1.4. In case of and in so far as the result of Extraordinary Damage the Total Lease Area will be temporarily Unfit to Use, the Landlord within thirty (30) days from such Extraordinary Damage shall ensure that certified architect or the main contractor will provide to the Landlord and the Tenant written costing setting out expected date of obtainment of all permissions and the date of accomplishment (subject to all items from the damage list) reparation and restoration damaged parts of the Total Lease Area ("**Restoration Costing**");

16.1.5. if the Restoration Costing, will cover a period longer than twelve (12) months from the date of occurrence of the Extraordinary Damage, each Party shall have the right to terminate this Contract within thirty (30) days from receipt of Restoration Costing;

16.1.6. if this Contract is not terminated by neither of the Party, and the Landlord will be obliged to restore all Total Lease Area for a Fit to Use condition, then implementation of above obligation of the Landlord shall be subject to the following conditions:

(i) the Landlord shall received funds from the insurance, paid within the insurance covering such Extraordinary Damage;

(ii) the Landlord shall obtain all necessary plans, building permissions, licenses and concessions;

(iii) the Landlord shall undertake reasonable best effort to obtain as soon as possible the Restoration Costing;

(iv) all necessary services and materials shall remain available;

(v) date of expiration of Period of Lease (including possible extension) shall not occur not earlier than 24 (twenty four) months after the date of delivery of Restoration Costing to both Parties.

16.2. In the event of any dispute between the Landlord and the Tenant as to whether the Total Lease Area or its part is Fit to use or not, within 3 Business Days from such a dispute (about which the one Party shall notify the other Party in writing), every Party may refer the matter to Expert, which shall be final and binding within the next 5 (five) Business Days. Cost of the Expert shall be borne by losing Party, however in case of doubts that cannot be removed, the Parties shall bear the costs in equal parts (half each).

16.3. If the Landlord decides to make a reparation of the Total Lease Area, and all of the Total Lease Area will not be restored as Fit to Use within the time which is technically and technologically

required to make such reparation, but no longer than within 10 (ten) months, the Tenant shall be entitled to terminate this Contract with an immediate effect within the next 30 (thirty) days.

16.4. In avoidance of any doubts, above Clause 16.1 shall not be applied if the Leased Property becomes damaged as a result of any event or cause, where such event or cause was caused by the Tenant (or Tenant's employees, agents, invited persons or contractors). In such situation the Tenant shall be fully responsible for damages incurred by the Landlord as a result of damage to the Leased Property according to general rules contained in Polish civil law.

17. RETURN OF THE LEASED PROPERTY

17.1. The Tenant shall vacate the Leased Property and return it to the Landlord by the day of expiry or early termination of this Contract. On that very day, the Parties shall sign the acceptance report covering the Leased Property containing a detailed description of the condition of the Leased Property at the Contract Termination Date. All keys or access cards to the Building (or to the other entrances to the Building, if any) shall be returned to the Landlord at the Contract Termination Date. In the case of the Tenant's failure to return the keys or access cards at that date, the Landlord shall have the right to open the Building and replace the locks in the Building at the Tenant's expense or to reset the access control system.

17.2. The Leased Property shall be returned in the technical condition not inferior to that described in the Acceptance Report, while taking into consideration normal tear and wear and. Total Lease Area shall be cleaned up.

17.3. The Tenant agrees, that when the Tenant fails to remove its items from the Leased Property, the Landlord shall have the right to remove and store the same outside the premises of the Leased Property at the Tenant's expense and risk and, after 3 (three) months of such storage, to dispose of or destroy the same etc., at the Landlord's sole discretion.

17.4. The Landlord may demand that the Tenant shall reinstate the Leased Property to its original state as described in the Acceptance Report, and the Tenant does not have to remove the modifications made by the Tenant in the Leased Property, which modifications obtained the consent of the Landlord, or which did not require such consent, unless the obligation to remove them had been established within the scope of an obtained authorization. The Landlord may carry out such restoration at the Tenant's expense (without the necessity to obtain legal authorization (Art. 480 of the Polish Civil Code), if the Tenant fails to fulfil this obligation despite written notice received from the Landlord and setting the Tenant additional deadline to restore the Leased Property to a proper condition, but not less than thirty (30) days.

17.5. If the Tenant does not vacate the Leased Property (or fails to remove its items, including all improvements and alterations) consistently with the above provisions, then, without prejudice to the Landlord's right to evict the Tenant from the Leased Property, the Landlord shall have the right to charge a contractual penalty for non-contractual use of the Leased Property in the amount of 200% of the daily rate of the current monthly Lease Rent for each day of occupation of the Leased Property past the Contract Termination Date. The above contractual penalty shall not preclude the filing by the Landlord of a demand for payment of an indemnity in excess of the amount of such contractual penalty. In addition to settlement of such indemnity for non-contractual use of the Leased Property, the Tenant shall continue to pay the Service Charges (plus due VAT) and cover the Expenses.

18. NOTICES

18.1. Unless expressly stated to the contrary, all declarations, notices and other messages sent by the Parties in connection with this Lease Contract shall be served in writing at the following addresses:

(a) to the Landlord:

[...]

(b) to the Tenant:

[...]

or to such other address provided consistently with this clause and shall be deemed duly served/delivered if drawn up in writing and delivered (i) by hand against acknowledgement of receipt, (ii) sent via a courier service or (iii) by registered letter (postage paid, against acknowledgement of receipt) (mail correspondence is permitted but solely for convenience and information purposes).

18.2. In the event of a change of the address of one of the Parties, that Party shall be obliged to notify the other Party of such change of its address within 5 (five) days of the date of the change. The day on which the notice is delivered to the addressee shall be deemed to be the date at which the declaration about the change of the address has been made. If the Party whose address has changed fails to deliver the requisite notice to the other Party, all notices, information and instructions sent to the previous address shall be deemed duly served.

18.3. When the correspondence is received on a day other than a Business Day or past 05:00 PM on a Business Day, it shall be deemed received at 09:00 AM on the following Business Day; consequently, the correspondence served prior to 05:00 PM on a Business Day shall be deemed received on that Business Day.

19. BREACH OF THE LEASE CONTRACT

19.1. The Landlord may terminate this Lease Contract if the Tenant is in arrears with the payment of the Lease Rent under this Contract for a period of 2 (two) months. The Landlord shall, however, be obliged to notify the Tenant in writing of its intention to terminate this Lease Contract with the setting of an additional time limit of 1 (one) month for making the payment.

19.2. In addition to other cases in which the Landlord shall have the right to terminate the Lease Contract under the provisions of the law, the Landlord shall have the right to terminate this Lease Contract without notice also when:

(a) the Tenant did not established, not completed, not restarted or has failed to provide the Security in accordance with Clause 8, if this obligation is not made within ten (30) days of receipt of the call by the Tenant;

(b) the Tenant defaults on or unduly performs any of its material undertakings under this Lease Contract, including specifically those described in Clauses 13.1.2 to 13.1.8, 13.1.11 and 14 and 15 and that state of affairs persists for 21 (twenty-one) days and is not remedied in spite of the receipt by the Tenant of the Landlord's notice identifying the committed breach together with the demand to fulfil that undertaking within a period specified in such notice;

(c) the Tenant will be subject to winding up (whether forced or voluntary) or there will be adopted a resolution on the Tenant's winding up (unless such winding up results from reconstruction or merger within the same capital group);

(d) the Tenant ceases to fulfil its undertakings within the meaning of the Bankruptcy Law and Restructuring Law or there will be filed a motion for the Tenant's restructuring;

(e) if the Tenant subleases or lets the Leased Property, in full or in part, for use on any other legal or factual basis in violation of the provisions of this Contract, when such state of affairs persists for another 14 (fourteen) days of the date of receipt by the Tenant from the Landlord of the demand to discontinue such breach of this Lease Contract;

19.3. The Tenant shall have the right to terminate this Contract with immediate effect when

(a) the Leased Property cannot be used consistently with its Agreed Use for a period longer than 30 (thirty) consecutive days for the reasons other than the Extraordinary Damage or

for the reasons for which the Tenant is liable, if the Landlord fails to reinstate, without delay, however not later than within the consecutive 60 (sixty) days after the receipt of the Tenant's notice, for the Tenant the possibility to use the Leased Property consistently with the Agreed Use.

20. ASSIGNMENT AND SUBLEASE

20.1. The Tenant may sublease any part of the Leased Property exclusively subject to the Landlord's prior written consent which shall not be unreasonably withheld or delayed. Furthermore, the Tenant shall have the right to sublease any part of the Leased Property to entities from the same capital group (within the meaning of Act of 16 February 2007 on competition and consumer protection (Journal of Laws of 2015, item 1634)) and the Landlord hereby consents to such sublease. The Tenant and the entity to which any part of Leased Property was subleased are jointly and severally liable for any and all obligations of the Tenant arising from this Lease Contract.

20.2. The Tenant have no right to assign to a third party its rights or obligations arising under this Contract without the Landlord's prior written consent which shall not be unreasonably withheld or delayed. The Parties agree that the Landlord has the right to withheld such consent in particular, but not only, in case the possession of any part of the Leased Property should be assigned to an entity not from the Tenant's capital group or with bad financial standing (worse that the Tenant).

20.3. In any case, any entity to which the possession of any part of the Leased Property is to be assigned, subleased or made available will assume any and all obligations of the Tenant arising from this Lease Contract, in particular from provisions regarding Permissible Use.

20.4. The Tenant hereby grants permission to the Landlord to encumbrance, transfer or disposal in other way of all or some of its rights arising under this Contract (including, among others, the right to collect the Lease Rent and all other fees payable under this Contract), by way of security to the Landlord's funding bodies. The Landlord shall also be entitled to assign or transfer its rights or obligations arising under this Contract to other entities, in particular companies belonging as the Landlord to the same capital group or entity to which the ownership of the Building will be transferred or funding bodies of such an entity, and the Tenant hereby grants consent to such transfer.

21. FINAL PROVISIONS

21.1. The Parties shall keep confidential all data and information constituting a business secret or of confidential nature pertaining to the provisions and terms and conditions of this Contract and to the business activity of the other Party, and undertake not to disclose, make public or use the same without the prior written consent of the other Party, except when (a) their disclosure is required by law, (b) such data and information have become public otherwise than through a breach of this Contract by any of the Parties, (c) their disclosure is made subject to confidentiality to the potential buyers of the Real Property, entities financing the Landlord or to the Parties' professional advisors or the Landlord's shareholders. The above limitations shall not prohibit the Landlord from using the references to the fact of the signing of this Contract with the Tenant in the Landlord's marketing and promotional materials.

21.2. All amendments or additions to this Lease Contract along with the Schedules thereto must be drawn up in writing and signed by the Landlord and the Tenant under the pain of nullity.

21.3. This Lease Contract supersedes all previous verbal or written Contracts between the Parties in respect of its subject-matter.

21.4. Unless otherwise regulated in this Contract, in each case when the amounts quoted in EUR are to be converted to PLN, the PLN amount shall be calculated on the basis of the average EUR/PLN exchange rate announced by the National Bank of Poland and obtaining, respectively, at the day before the date of the invoice or the date of the call for payment.

21.5. The Tenant may not refuse payment of any amount due to the Landlord on account of this Lease Contract on the grounds of existence of a potential claim by the Tenant against the Landlord arising under this Contract or otherwise. The Tenant waives the right to net the amounts due by the Tenant to the Landlord under this Contract against the amounts of the Tenant's potential claims held against the Landlord.

21.6. If any provision of this Contract is or becomes invalid or unenforceable, this shall have no impact on the validity and enforceability of this Contract as a whole. The Parties agree to supersede such invalid or unenforceable provision with a valid and enforceable provision reflecting, as closely as possible, the economic assumptions underlying such invalid or unenforceable provisions.

21.7. The schedules constitute an integral part of the Contract. In the case of discrepancies between the regulations of the individual schedules and the wording of this Lease Contract, the provisions of the Lease Contract shall prevail.

21.8. The Lease Contract shall be governed by the laws of Poland.

21.9. All disputes arising from this Lease Contract shall be referred for resolution to the common court having jurisdiction over the Landlord's registered seat.

21.10. This Lease Contract has been drawn up in the in two identical Polish-English counterparts. Each Party shall receive one (1) counterpart of the Contract.

On behalf of the Landlord	**On behalf of the Tenant**