

## CONTRACT ON A FLAT LEASE

Contractual parties:

1. Lessor

First name, surname: Markéta Komínková

Birth ID Number: 895406/4933

Address: Novodvorská 1069/9, Třebíč 67401

ID card number: 202809924

Tel.: +420 724 052 585

and

First name, surname: Jan Prášek

Birth ID Number: 871015/5003

Address: Javorová 1038, Třebíč 67401

ID card number: 114031977

Tel.: +420 737 610 206

(further referred to as the “Lessor”)

and

1. Lessee

First name, surname: Gustavo Mello de Andrade Figueira

Birth ID Number: 14/01/1981

Domiciled at: Rua Ituverava, 461, ap102, Rio de Janeiro, RJ, Brazil, 22750-006

Address for service: Purkyňova 71/99, Kralovo Pole, 621 00 Brno 12

Tel.: +420 774 091 877

(further referred to as the “Lessee”)

The parties have concluded on the day, month and year mentioned below, pursuant to the Civil Code (Act No. 40/1964 Coll. as amended)

### Contract on a Flat Lease

#### I.

#### General Provisions

1. The Lessor hereby declares that he possesses in the sole ownership the residential unit No. 3 located on 1st floor of the building No. 2495/8, address Herčíkova 8 all the above registered in the Sheet of ownership No. 4609/19, administered by the Land Registry of Kralovo Pole, district Brno (further referred to as the „Flat”).
2. The Flat of the total area of 28.93 m<sup>2</sup>.
3. The equipments of the Flat are fridge, microwave, washing machine, blinds, kitchen.

## **II. Subject of the Contract**

1. As per this Contract, the Lessor leaves to the Lessee under the mutually agreed conditions specified below the Flat with the fixtures and equipment as per the Article I. of this Contract and the Lessee hereby leases the Flat from the Lessor under the mutually agreed conditions specified below.
2. The Lessor hereby guarantees that a valid lease relationship between the contractual parties shall be established by signature of this Contract and that the Flat mentioned in the Article I. of this Contract is not encumbered by any third parties' lease rights that might limit the Lessee's right as per this Contract. The Lessor hereby undertakes to indemnify the Lessee for any damages that might be caused to him by breaching of this guarantee.

## **III. Lease Period**

The Lease relationship established by this Contract is concluded for a limited period of time from 1. 4. 2016 to 31. 3. 2017 unless the contract is terminated 2 months before the anniversary. In case of none termination, the contract is prolonged automatically for another year.

## **IV. Purpose of Lease**

1. The Flat mentioned in the Article I. of this Contract is leased for the living purposes of the Lessee. The Lessee undertakes to use the Flat only for the agreed purpose.
2. On the date of the conclusion of the Contract on Lease, the following persons share the household with the Lessee.  
These persons shall use the Flat together with the Lessee:  
- None at present time

## **V. Rental & Utilities Payment Conditions**

1. The rental has been agreed by the contractual parties to the amount of CZK 7700 (in words: seven thousand seven hundred Czech Crowns) per month. The charges connected to the usage of the Flat water, consumption and sewage, cleaning of common areas, elevator, (further referred to as the "Payment of utilities") are amounting to CZK 1600 (in words: one thousand six hundred Czech Crowns) per month.
2. The rental including the Payment of utilities shall be paid by the Lessee to the Lessor on Monthly basis either in cash against written confirmation or by a bank transfer of the respective amount to the bank account of the Lessor No. 670100-2207856171/6210, at mBank., always latest by 15th calendar day of the month in advance for the coming month. The rental and Payment of utilities are considered

paid on the date when the Lessor's account has been credited by the respective amount.

3. The rental including the Payment of utilities for the first month (for the period from 1. 4. 2016 to 31. 4. 2016) of the Flat usage has been settled in cash upon signature of the Contract.
4. The Lessor is entitled to increase the rental yearly on the 1st of January, always by the amount of the inflation rate of the previous year as stated by the Czech Statistics Institute. The first increase of the rental can be possible on 1. 1. 2018.
5. The real amount of the Payment of utilities and/or Deposits for individual services and consumed energy shall be settled always based on the respective invoices or account statuses delivered by the respective supplier, always latest by 30th of June and 31st of December every year and to the date of the termination of the lease relationship. The Lessor undertakes to return to the Lessee possible overpayments settled by the Lessee in form of Payment of utilities and Deposits, latest within 10 working days after the audit. The Lessee undertakes to settle any differences of the Payment of utilities and Deposits within the same period as stated in the previous sentence.
6. In the event that the rental or the amount equal to the Payment of utilities shall not be settled by the Lessee within five days after the agreed term, the Lessee undertakes to pay a late payment fee to the Lessor as per generally binding legal regulations.
7. The Lessee undertakes to announce to the Lessor any facts relevant to possible change of the agreed rental and Payment of utilities (for example change of the number of persons sharing the Flat), latest within one month from the date these facts arise.
8. In the event that the facts relevant to the amount of the rental or Payment of utilities change, the amount of the rental and Payment of utilities shall change to the first date of the month following the change of such facts.

## **VI. Rental Deposit**

1. Upon signature of this Contract the Lessee pays to the Lessor in cash the amount equivalent to a monthly rental, which is CZK 9300 (in words: nine thousand three hundred Czech Crowns), as a deposit securing fair fulfilment of all agreements and conditions of this Contract. The Lessor hereby confirms the receipt of the above mentioned amount by signature of this Contract. The Lessor is entitled to use the deposit to settle any outstanding rental or Utility payments as per the Article V., Clause 7 of this Contract, or to settle any damages of the Flat caused by the Lessee (or the persons sharing the Flat with the Lessee) to the exception of the usual wear and tear. The Lessee explicitly agrees with this procedure.
2. Upon termination of the lease relationship, the Lessor undertakes to return the deposit to the Lessee without interests immediately after the final audit of all

services have been carried out as per the Article V. , Clause 5 of this Contract. The deposit shall be decreased by the amount to be used to cover possible outstandings of the rental or Payment of utilities, deposits and damages as stipulated in the Clause 1.

3. Rental deposit shall not be returned if a termination of the contract is less than a year unless otherwise stated.

## **VII.**

### **Hand-over of the Subject of the Contract**

1. The Lessor undertakes to hand-over the Flat specified in the Article 1. of the Contract to the Lessee latest by 1. 4. 2016 in a good condition fit for usage for the agreed purpose. Upon hand over of the Flat, the Lessor shall hand over to the Lessee all necessary keys.
2. On the hand over day of a flat a hand over protocol will be provided as specified in the Article I. of the Contract signed by both contractual parties. The protocol shall cover the condition of the Flat, equipment, values on the utility meters etc.

## **VIII.**

### **Rights and Obligations Connected to the Flat Lease**

1. The Lessor undertakes to hand-over the Flat to the Lessee in the condition fit for proper usage and to ensure Lessee's rights for undisturbed usage of the Flat.
2. The Lessee undertakes to duly settle the amounts stipulated in the Article V. of the Contract, to use the Flat, common premises and equipment of the house in a regular manner and to fulfill obligations linked to the usage of the Flat. Furthermore, the Lessee undertakes to follow the House and safety regulations and other regulations arising from the usage of the Flat and common premises.
3. The Lessee undertakes to behave in order not to disturb other tenants of the building.
4. The Lessee shall pay for all minor repairs and common maintenance in the Flat, cost of other repairs shall be paid by the Lessor.
5. The Lessee undertakes to take care of the Flat in order that no damage occurs.
6. The Lessee undertakes to notify the Lessor without delay about any defects on the Subject of the Lease, respectively on the common premises or other fittings of the building (heating, electro installation etc.) and enable their repair. At the same time, the Lessee undertakes to immediately notify the Lessor about any repairs that are to be made in the Flat by the Lessor and to enable their materialization. Otherwise, the Lessee shall be held responsible for any damages caused by non-compliance with this obligation.
7. The Lessee undertakes to enable the Lessor or a third party authorized by the Lessor to carry out installation and maintenance of the heat, hot and cold water as

well as reading the utility meters, after a written appeal, on condition that this equipment is owned by the Lessor.

8. The Lessee undertakes to remove the defects and damages caused by himself or by the persons sharing the Flat with him.
9. The Lessee shall not carry out any building adjustments or any other substantial changes without a consent of the Lessor. This also applies to adjustments where the Lessee covers the cost himself.
10. The Lessor or a third party authorized by the Lessor is entitled to carry out a check of a proper Flat usage in justified cases in presence of the Lessee or a person authorized by the Lessee.
11. The Lessor is authorized to carry out building adjustments of the Flat and other substantial changes only if approved by the Lessee. The approval shall not be withheld without serious reasons.
12. If the Lessor shall be obliged to carry out building adjustments or other substantial changes in the Flat based on a decision of the State authority, the Lessee shall not prevent the Lessor from carrying out such changes. The Lessor undertakes to carry out such building adjustments and construction changes in the Subject of the Lease in such a way that the Lessee shall not be disturbed during the proper Flat usage.
13. In the event that the usage of the Subject of the Lease shall be limited due to works and changes carried out as stipulated in the Clause 11. or 12., the rental shall be decreased accordingly during this period. In the event that the Subject of the Lease shall not be fit for proper usage, no title for rental shall arise to the Lessor for the period when the Subject of the Lease usage was disabled.
14. The Subject of the Lease or its part can be subleased to a third party only with a written consent of the Lessor.

## **IX.**

### **Termination of the Flat Lease**

1. The lease relationship based on this Contract terminates upon expiry of the lease period as per the Article III. of this Contract, by a written agreement between the Lessor and the Lessee or in the event that provisions of this Contract are breached by any of the parties.
2. The Lessor may serve a notice of termination of the Flat lease only with the Court agreement and for reasons stipulated in the Section 711. of the Civil Code.
3. Reasons such as non compliance with the obligation to keep order and peace by the Lessee in the building, nonpayment of the rental or utilities duly and in time or building adjustments carried out without the Lessor's consent are considered as serious breach of the Contract on Lease which establishes ground for notice of termination.

4. The notice period within a 1 year contract shall be at least two months and shall terminate on the last day of the calendar month.
5. After the notice of termination has been served or two months prior to the lease termination the Lessee is obliged to enable a Lessor or his/her representative to inspect the Flat.
6. The parties agree that in the event of the lease relationship termination before the agreed period stipulated in the Article III. of this Contract, the paid rental and rental deposit remains to the Lessor.
7. The Lessor undertakes, if not agreed alternatively, to vacate the Subject by Lease latest by the last day of the agreed, respectively prolonged lease period and hand it over to the Lessor in the same condition as it was taken over to the exception of the usual wear and tear.

**X.  
Other Provisions**

1. All notices arising from this Contract shall be executed in writing and delivered personally or by registered mail.
2. This Contract shall become valid and effective upon the day of its signature by both contractual parties.
3. A copy of the hand-over protocol as per the Article VII., Clause 2. of this Contract (Annex No. 1) form an inseparable part of this Contract.
4. Any changes or amendments to this Contract shall be executed in a written form.
5. The Contract is governed by the Czech Law, namely by respective provisions of the Civil Code as amended.
6. This Contract has been executed in two part in English.
7. The contractual parties hereby declare that they have read and understood the Contract prior to its signature and that it has been concluded unambiguously, seriously and clearly, not under duress and under noticeably unfavourable conditions. In witnessof their true and free will they affix their signatures here to:

In Brno 26. 03. 2016

.....  
Lessor

  
.....  
Lessee