

GENERAL TERMS AND CONDITIONS

Real estate lease

text unified with revision 5, effective from 1st September, 2019
(Changes are marked with highlighted, italic letters)

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Contents of legal relations between the Lessor and the Leaseholder are standards as follows: firstly, the unique contract between Lessor and Leaseholder, secondly, the present general terms and conditions of the Lessor, and third, the relevant laws. In case the provisions of the unique contract differ from the general terms and conditions, the provisions of the unique contract must be applied.

(A) Definitions and explanation

The following expressions and definitions used in the unique lease contract and present general terms and conditions documents have the following meaning, if context does not suggest otherwise:

"TAC": The present document defining the general terms and conditions, which is an inseparable attachment of the Lease Contract. The Leaseholder acknowledges the provisions by signing this Lease Contract.

"Lease Unit": property or properties, or parts of property or properties subject to the Lease Contract.

"Lease Contract": Unique contract made between the Lessor and Leaseholder. Based on this contract, the property (Lease Unit) defined in the Lease Contract is handed to the Leaseholder for use with terms defined in the Contract. The Leaseholder has to pay the defined rent as consideration.

"Lease Contract Template": contract template created by the Lessor, with content accepted in advance by the MSZ.

"Preemptive right": The preemptive right, which is to be registered in the property register to the benefit of the MSZ. This right is to be registered at the same time as the Area of Structures is registered as a separate property.

"Supervision": meaning is defined in Section 5.5 and its sub-sections.

"Area of Structures": all structures newly built by the Lessor or Leaseholder. These structures or any of them or parts of them will come into the possession of the Leaseholder, as stated in advance by the agreement between the MSZ and the Leaseholder.

"Usufruct": Usufruct right arranged for the benefit of the Lessor, valid from the year 2005 for a fixed term of 75 years.

"Infrastructure": all roads, railroads, public utilities (including telephone landlines and other data transmission networks) and structures owned by the MSZ or the Lessor at the time of contract acceptance.

"Properties": all properties (in case of topographical number change, properties on the same location with different topographical numbers) and any and all parts of them (including infrastructure) owned by MSZ at the time of accepting the Lease Contract.

"Controlling Interest": influence over a person or enterprise by any other person or enterprise, which stems from any of the following being in a direct or indirect possession from the other person or enterprise:

- (i) more than 50% of shared capital; or
- (ii) more than 50% of veto rights or voting rights of the shareholders; or
- (iii) rights of appointing executives who possess the majority of voting rights, or who can enact controlling influences over the management of the other person or enterprise.

"present Contract or present Lease Contract": reference to the TaC and the Lease Contract, including all attachments, appendices, modifications and amendments.

"Affiliated Company": regarding the Legal Entity, all companies and persons, in which (i) the Legal Entity has

Controlling Interest (Controlled Entity) (ii) which has Controlling Interest in the First Entity (Controlling Entity) and (iii) in which the Controlling Entity or the Controlled Entity possesses Controlling Interest.

"Start Date": The 31st August of 2005 is the legally binding date of registration at the Court of Company Registration.

"Port": The Freeport of Csepel, and any future port operating at the location of the Freeport of Csepel, and all related logistics centers or other structures located on the Properties.

"Division": based on Act CXLIV of 1997 about business associations A division from the MAHART- Freeport Ltd, during which the Lessor continued to exist, and the MSZ has been formed.

"Exclusive Use Areas": all areas on the area of the Port, which are used exclusively by the Leaseholder.

"Shared Property Parts": all areas on the area of the Port, which are used by multiple Leaseholders.

"Equitable Taxation": land tax, estate tax, and miscellaneous taxes imposed by other authorities, self-government or the state

"Tangible Assets at the time of Termination": Tangible assets present in the Lessor's books on the Day of Termination.

"Day of Termination": the day on which the Usufruct of the Lessor on the Properties is terminated.

"MSZ": the MAHART Freeport Zrt. (Cg. 01-10-045276), owner of the properties.

"Burden": any and all burdens concerning the properties.

"**Flat rate** of Upkeep": includes the following items:

- electric, gas, sewage, water costs of **Shared Property Parts outside the Lease Unit (including but not limited to** stairwells, WC and bathrooms, hallways, shared kitchens, **dining rooms, cleaning rooms,** etc.)
- Costs of cleaning the Shared Property Parts **of the Port** (sweeping, removal of snow, salting, park maintenance, cleaning of rain deflectors, cleaning of shared office blocks etc.
- costs of fire maintenance and upkeep **in the Port**
- area lighting and related maintenance **costs of the Shared Property Parts of the Port**
- costs of **financial and personnel expenses related to maintaining** the security **of the Shared Property Parts of the Port**
- maintenance costs of shared public utilities and roads **of the Port**

The amount of the costs related to the operation of the Exclusive Use Areas and the method of bearing the costs are regulated in the Lease Contract.

"Return": expiration of duration defined in the Lease Contract, at last the Day of Termination, as defined in detail in section 8.2 of the TaC.

"Requirements on Return": the following defined requirements concerning the Properties

- suitable state for normal use,
- is suitable for the purpose defined upon giving possession (office, warehouse etc.)
- the Leaseholder fully complied to any occurrences burdening the Leaseholder during the duration of lease (recovery, maintenance, cleaning etc.)
- has all of the furniture and equipment present at the time of being put into possession, and all of these objects are at least in a state of being suitable for normal use.

(B) In the TaC and the Lease Contract, unless the context suggests otherwise

- (a) all references to any contract or other documents (or any provisions in them) must be interpreted in the following way: it applies to the document version at the time of reference, including the relevant modifications, extensions or other changes;
- (b) references to any laws or regulations or references to other laws and regulations include all of their modifications and possible new laws and regulations replacing those;
- (c) referring to the present Contract means referring to both the TaC and the Lease Contract, including all of their attachments, appendices, modifications and amendments;
- (d) if the present Contract defines a sum/fee/penalty in forints, euros or other currencies, this sum automatically increases on every March 31 after signing the Lease Contract. This increase is based on the consumer price index (or any official index replacing it). In the case of Euro, the Consumer Price Index published by Eurostat (CPI index) or any index replacing this must be applied. (Indexing)
- (e) contracting partners, or partners must be interpreted to be the contracting partners signing this Lease Contract, including any of their legal successors;
- (f) the various titles do not influence interpretation of the present Contract;
- (g) in case the Euro replaces Hungarian Forint as the official currency of the Republic of Hungary during the duration of the present Contract, the references to forint sums in the present Contract must be modified to Euros, on the exchange rate of Euro on the day of it becoming official currency.

1. PRELIMINARY PROVISIONS

- 1.1. Partners set in writing that the Lessor is authorized to make the Lease Contract and lease the Lease Unit according to the right of Usufruct.
- 1.2. The Leaseholder acknowledges, considering the details in Section 1.1, that the authority to lease is derivative, which has the consequence for the Leaseholder that certain permissions - primarily inspection permissions - can be held directly by the MSZ in regards to the Leaseholder, who has to comply with all commitments that stem from this derivation.
- 1.3. The Lessor guarantees that the present TaC includes all provisions and permissions on which the MSZ can proceed with the Leaseholder.
- 1.4. With the conclusion of the Lease Contract, the Partners use the Usufruct entitled to the Lessor to lease the Lease Unit defined in the Lease Contract to the Leaseholder for the duration defined in the Lease Contract, which states the terms of this lease.

2. SUBJECT OF THE LEASE CONTRACT

- 2.1. According to the Lease Contract, the Lessor leases for the Leaseholder, and the Leaseholder rents the Lease Unit defined in the Lease Contract.

3. DURATION OF THE LEASE

- 3.1. The duration of the lease defined in the Lease Contract is from the effective date stated in Section 4.1 of the present TaC to the date defined in the Lease Contract, but no later than Day of Termination, which is on August 31, 2080.

4. EFFECTIVE DATE OF THE LEASE CONTRACT

- 4.1. The effective date of the Lease Contract is tied to the approval declaration of the MSZ, based on the following provisions:
- (i) consideration return of the Usufruct is regulated by paragraph **5:148. § (2)**. of the Civil Code, which states that it is only possible if the MSZ as owner does not claim usage of the Lease Unit with the same terms,
 - (ii) for the lease contract to come into effect - with the exception stated in Section 4.6 - written approval of the MSZ is required
- 4.2. According to the details in Section 4.1, the Lessor agrees to write to the MSZ within 5 business days in order to make a declaration for accepting the lease, and does all they can in order for the MSZ to give out the relevant written statement within 15 (fifteen) days of signing the Lease Contract.
- 4.3. In order to receive the necessary agreements, Lessor visits the MSZE at the same time they issue the Lease Contract. Leaseholder authorizes Lessor to show the Lease Contract in its entirety to the MSZ for approval.
- 4.4. For approval of the Lease Contract, Leaseholder agrees to the following upon signing the Lease Contract:
- 4.4.1. Leaseholder acknowledges that the area used for port and logistics-related activities (including manufacturing and processing activities) must reach at least the 75% of the overland place, and Lessor coordinates the fulfilment of this. In accordance to this, Leaseholder agrees to only the activity defined in the Lease Contract is to be pursued on the area of the Lease Unit, and acknowledges that the defined activity can only be changed with the in-advance approval of the Lessor.
 - 4.4.2. Leaseholder states that their activities don't come with and don't result in the filling of the at least partly built (either tilted or vertical) pools and boat pathways or in the obstruction of voyaging.
 - 4.4.3. In accordance to the relevant provision of the Lease Contract, the termination date of the lease does not occur later than the Day of Termination, thus the transfer of Usufruct happens no later than the Day of Termination.
 - 4.4.4. Leaseholder acknowledges that the authority of Lessor is subsidiary, and the MSZ is entitled to - in accordance to details in the present Contract - direct measures against the Leaseholder, especially in the area of regulations.
- 4.5. Lessor takes no responsibility for the approval of the MSZ or postponement of this approval. In case the approval is postponed or issued at an inappropriate time, Leaseholder is not entitled to dispute any kind of claims, nor can the Leaseholder request reimbursement for costs.
- 4.6. If the contents of the Contract between Lessor and Leaseholder is made in accordance with the Lease Contract Template (it does not matter whether it is related to offices, warehouses or open areas), the approval of the MSZ must be considered granted.
- 4.6.1. In the case defined in Section 4.6, the Lease Contract - if no other provision is specified in the Lease Contract - is effective from the day of signing.

5. RIGHTS AND COMMITMENTS OF PARTNERS

- 5.1. If the Leaseholder fulfills the commitments of paying the rental fees and deposits, and other commitments defined in Section 7.3 within 5 (five) days from signing the Lease Contract, then they are entitled to accept the property, use it, and share in its burdens in accordance to the terms in the present Contract. If the contents of the Lease Contract between Lessor and Leaseholder are in accordance with the Lease Contract Template, then the date of signing the Lease Contract and the effective date of the Contract are the same.

- 5.2. In relations to the public utilities on or inside the Lease Unit, the contracts with public utility providers are primarily made by the Lessor. It is also the role of the Lessor to maintain, operate and keep up the public service utilities within the property. After giving possession of the Lease Unit, all fees related to maintenance and upkeep of the public service utilities related to the Lease Unit and Structure are passed on to the Leaseholder from the Lessor

In exceptional cases regarding the public service found in the Lease Unit and Structure, after having received possession, the Leaseholder can also be a contracting partner in contract of public utility providers. In this case, if Leaseholder does not finalize the transaction within 15 days of possessing the Lease Unit, or they do not finalize it in adequate time, all debt obligations must be delivered by the Leaseholder in accordance to the billing provided by the Lessor. In case if public service fees are billed to the Lessor or the MSZ, the Lessor or the MSZ passes the bills to the Leaseholder, who is bound to fulfill the payment.

- 5.2.1. If extra capacity request or any other reason causes the need to modify any public service contracts, the Leaseholder is obliged to inform the Lessor in written form in due time. The Leaseholder can initiate modification if the modification does not endanger or impair in any way the upkeep of the Port. If the extra capacity surpasses the available amount, the incurring development costs must be paid by the Leaseholder.
- 5.2.2. The costs of modifying the public service contracts - as long as it is requested by the Leaseholder - (including when modifications accrue costs related to capacity increases or other causes) exclusively burden the Leaseholder. Public service contingencies, and reduced rates provided by public utility providers - if the Leaseholder made a direct contract with the public utility provider - burdens the Lessor from the expiration date of the Lease Contract to the Day of Termination. After the latter date, it burdens the MSZ (or the third party designated), and the Leaseholder cannot demand reimbursement of costs from the Lessor or the MSZ.
- 5.2.3. The Leaseholder is not entitled to demand any kind of damage compensations to the Lessor in case of public utility faults or service non-fulfilment.
- 5.3. The Leaseholder is not permitted to rent out or underlease the Lease Unit or any of its parts to a third person without former written consent of the Lessor.
- 5.3.1. If Leaseholder violates their commitments stated in Section 5.3, and rents out or underleases the Lease Unit or any parts of it without authorization, Lessor is authorized to terminate the Lease Contract without notice, to ban the Leaseholder the third entity from possessing the Lease Unit, and Lessor may also bind the Leaseholder to pay a breach obligation fine equal to the gross amount of rent/usage fees paid by the third entity. Leaseholder acknowledges that for the duration of any unauthorized underlease, Leaseholder will be responsible for any and all costs and commitments related to the refurbishing, maintaining or repairs of the Lease Unit, with the addition that Leaseholder cannot demand any reimbursements for these costs from the MSZ or the Lessor.
- 5.3.2. Leaseholder acknowledges that Lessor only agrees to underlease or usage, if the agreement between the Leaseholder and the third entity includes statements from the third person that state the following: third entity acknowledges any direct measures of the MSZ, and the Leaseholder is also authorized to directly supervise their activities, and if needed, to suspend or prohibit it, and in case of disrupting working order of the Port or misuse of the Lease Unit, terminate the leasing contract of Leaseholder and the third entity. This provision does not imply an authorization commitment for the Lessor.
- 5.4. Leaseholder is obliged to fully uphold and abide to the defined working order defined by the Port, the MSZ or the Lessor, and also to ensure that any employees, clients, delegates and other contributors of the Leaseholder also abide to these rules.
- 5.5. By signing the Lease Contract, Leaseholder acknowledges that they have full knowledge of these provisions, commitments and their legal consequences included in the TaC, and Leaseholder agrees to and accepts to be bound by and to uphold these toward the Lessor and the MSZ. When interpreting these sub-sections, the MSZ and the Lessor are "Authorized to supervise"; "Supervision" means the activities related to the rights as follows:

- 5.5.1. Any Authorized to Supervise is authorized to directly supervise the usage of Properties and Structures, including any possible environmental burden or pollution. Authorized to Supervise is eligible to perform Supervisions on the Properties and Structures during any time period defined in advance, at any time. However, they are bound to ensure that this does not disrupt the normal use of Leaseholder, determined in the Contract without any justified reason. Authorized to Supervise is authorized to perform the Supervision by using their own staff or trusted agent.
- 5.5.2. The Supervision can extend to - among other things - to the status of the Properties and Structures, the methods of their usage and the types of activities performed on the Lease Unit, and anything else required to determine whether Leaseholder performs all obligations and commitments detailed in the present contract.
- 5.5.3. The Leaseholder has to endure Supervision, and ensure that entities performing the Supervision are able to enter the Lease Units - and if there are, any Structures owned by the Leaseholder - for the purpose of Supervision, and perform those Supervisions.
- 5.5.4. The Leaseholder is bound to ensure that Supervising Person(s) are able to check on any planned or ongoing construction, repurposing or other works, and is also bound to ensure that Supervising Person(s) have constant insight into the technical documents.
- 5.5.5. Authorized to Supervise is authorized to check if the Leaseholder, their employees, clients and delegates adhere to the terms of the present Contract and the regulations of the Port.
- 5.5.6. If during the Supervision, it is ascertained that Leaseholder breaches any provision set in present Contract, the legal consequences associated with it in the present contract are bound to be applied.
- 5.6. In case MSZ enforces any of its rights detailed in Section 5.7 related to the behavior of Leaseholder against the Lessor - without any review of imputability - then the Leaseholder is bound to reimburse caused damages done to the Lessor, within 2 days of the demand by the Lessor.
- 5.7. Partners set in writing that acknowledging the statements in Section 5.6, MSZ is authorized to enforce the legal consequences detailed below, and Lessor is authorized to shift the burden to Leaseholder if the legal consequence is applied for reasons that can be traced back to the behavior of the Leaseholder, independent of culpability.
- 5.7.1. If Leaseholder performs gross misconducts of terms in the present Contract, Leaseholder is bound to pay the penalty defined in the Lease Contract after every day on which such misconduct is outstanding. In case present Contract includes no daily penalty, then the daily penalty to be paid by the Leaseholder equals to one-thirty of the monthly lease fee. It is considered gross misconduct of contract if the Leaseholder violates any commitments in Section 5 applicable to him. It is also a gross misconduct if Leaseholder registers any Structure constructed by them in the real estate registry as a self-contained property (or submits a request to the Land Registry or initiates an adversary proceeding) without having a previous written agreement from the MSZ and the Lessor before constructing the Structure, or if the Leaseholder breaches the provisions of any such agreement. In such case, if the contract violation cannot be remedied reasonably according to the Lessor, then Leaseholder is bound to pay a penalty equaling to 5 years of the aforementioned daily penalty fee. The penalty fee is indexed in Section (B) d.) Lessor is obliged to demand reimbursements for damages not covered by penalty fee, and payment of penalty fee does not waive the Leaseholder from required reparations for status proportionate to the contract and from commitments to reimburse for damages.
- 5.7.2. If Leaseholder uses the Lease Unit inappropriately, they cause damages to the Lease Unit, or endangers Return after expiration of Usufruct in any way, and objection by the MSZ or Lessor does not lead to results within the deadlines set by the MSZ or Lessor, then MSZ or Lessor is authorized to demand retention money in addition to the deposit defined in Section 9. In such case, Leaseholder is bound to offer to the MSZ or Lessor a bank guarantee or other form of retention deemed adequate by the MSZ or Lessor, with the requirements and sums defined by the MSZ or Lessor. The MSZ or the Lessor are entitled to fulfill any due

demands caused by contract violation to the burden of this bank guarantee (or adequate retention) without prior notice to the Leaseholder, but in itself, this does not remedy the violating behavior of the Leaseholder, thus the MSZ or the Lessor are entitled to exercise their other rights tied to contract violation.

- 5.7.3. The lifting or dismissal of bank guarantee or other retention form defined in Section 5.7.2 can only be done with written notice from the MSZ or Lessor, if the Leaseholder gave other, adequate guarantees to the MSZ or Lessor to always use the Lease Unit normally and in compliance to management rules and provisions of the present Contract, and the MSZ or Lessor is certain that the Return of the Lease Unit in compliance to the present Contract is guaranteed.
- 5.7.4. By signing the Lease Contract, Leaseholder acknowledges that if they fail to pay the retention defined in Section 5.7.2 until the deadline provided by the MSZ or Lessor, then MSZ or Lessor is entitled to provide a cure period, and if after it passes without results, is entitled to terminate this Lease Contract immediately, without further notice, or entitled to suspend the rights of use of the Leaseholder. In case Leaseholder disputes the justness of suspension or its extent, then Leaseholder is bound to petition the law court defined in Section 13.5, within 8 (eight) days from the notice, and is bound to proceed as per the notice until the legally binding decision of the court.
- 5.7.5. According to present Contract, all payment obligations of Leaseholder (in lieu of different provisions in the TaC or Lease Contract) is due on the second (2) business day from the payment notice issued from MSZ or Lessor, or in case of earlier date, at the time when damages, claims, costs demands or burdens occur. Where present Contract defines a liability of penalty payments, the MSZ and the Lessor are authorized to demand additional compensation for any damages from the Leaseholder.
- 5.7.6. Independent from and above the aforementioned legal consequences, Leaseholder is bound to reimburse any such damages to the MSZ or the Lessor, or costs and other expenses that arise in regards to the MSZ or Lessor, and is also bound to fully waive the MSZ and Lessor from all commitments which stem from that (i) any claim made by the Leaseholder in present Contract is misleading or false; or (ii) fails to uphold or fulfill any agreements or commitments agreed to in the present Contract; or (iii) derelicts any of their duties based on any legislation, contract or any other legal relationships.
- 5.8. Partners agree that Lessor is authorized to enforce any legal consequences recorded in Sections 5.7.1 to 5.7.6 against the Leaseholder in cases where the MSZ otherwise does not enforce any such consequences against the Lessor. In such cases the daily penalty fee is defined in the Lease Contract or if otherwise not stated in the Lease Contract, the sum as stated in Section 5.7.1, of which a sum worth of 3 years is bound to be paid as liquidated damages if the Leaseholder violates provisions related to the Structures as per Section 5.7.1.
- 5.9. Leaseholder acknowledges that in cases the MSZ suspends Usufruct rights of Lessor - which is not trackable toward the behavior of the Leaseholder - for contract violations, then for the period of suspension, lease rights are changed toward the MSZ replacing the Lessor, and Leaseholder is bound to abide to their commitments toward the MSZ during the period of suspension, including payment of fees.
- 5.10. Leaseholder carries:
- (i) Cost of **repairs** and expenses emerging during the usage of Lease Unit
 - (ii) Costs of any possible reconstruction of the Lease Unit
 - (iii) Maintenance and renovation costs of furniture, facing, windows, and the costs of re-paintings
 - (iv) any costs accruing in relevance to restoring the Lease Unit to a state fit for normal use or the state defined in present Contract,
 - (v) common charges of the Lease Unit, Structures and Properties.
- 5.11. Lessor carries:

- (i) costs of any beneficial or extraordinary expenditures authorized by the Lessor and carried out by the Leaseholder in regards to the Lease Unit
- (ii) ***Expenses related to ensuring the permanent operative condition of the central equipment of the Lease Unit***
- (iii) ***The cost of maintaining the condition of the Shared Property Parts and the cost of eliminating defects in the equipment therein.***
- (iv) costs related to the replacement and ***replacement of the floor***, windows and doors of the Lease Unit
- (v) costs related to the maintenance and repair of mechanical equipment and utilities installed in the wall or underground
- (vi) ***The costs of the obligations listed in points (ii), (iii), (iv) and (v) shall be borne by the Lessor only if the defects occurred due to natural wear and tear or technical failure and not the damage or omission caused by the Lessee, or as a result of negligence. The costs referred to in point (i) shall be reimbursed by the Lessor under the agreement concluded with the Lessee.***

5.12 If the MSZ exercised lessor rights against the Leaseholder as based on Section 5.9, any obligations of Leaseholder against Lessor defined in Section 5.11 and the Lease Contract are henceforward bound to be upheld by the Leaseholder, and Lessor can only demand upholding them exclusively from the Leaseholder.

The MSZ is authorized to terminate the Lease Contract with a 90 (ninety) days notice within 60 (sixty) days of suspension of Usufruct of Lessor even if the Lease Contract defines terms of termination otherwise, providing the remaining duration of the Lease Contract exceeds 90 (ninety) days.

6. STRUCTURE CONSTRUCTION, OTHER CONSTRUCTION WORKS

- 6.1. Leaseholder acknowledges that in advance written consent of the MSZ and the Lessor is required to construct structures on the area of the Lease unit, additionally, the same is required for any construction, reconstruction and demolishing.
- 6.2. As per Section 6.1, Leaseholder acknowledges that structure construction on the area of the Lease Unit is tied to the three-party agreement between the MSZ as owner, the Lessor as beneficial user and the Leaseholder, with the conditions defined in the agreement, in which Partners are bound to agree upon the ownership, usage and land usage rights related to the Structure or extension.

In case of constructing or extending any structure, the building permit drawings are to be approved in written form by the MSZ and the Lessor.

- 6.3. Renovation, remodeling or extension of structures present at the time of signing the Lease Contract does not affect any rights of ownership, such structures continue to be solely owned by the MSZ or the Lessor.
- 6.4. Leaseholder is bound to send in written requests to the MSZ and the Lessor at least 5 (five) business days ahead of planned start of works (or in the case of required work, the requesting of permit). The request has to contain detailed descriptions and schedules of work.

7. PAYMENT OF LEASE FEES AND COSTS

- 7.1. Lessor is bound to pay lease fees defined in the Lease Contract for use of the Lease Unit.
- 7.2. The Leaseholder is bound to pay lump sums defined in the Lease Contract and utility fees and shared burden fees in addition to the lease fees. Rates of public fees are determined for the lessor by the authority for the

actual fiscal year, and is paid toward the authority by the Lessor. Public burden concerning the Lease Unit are charged to the Leaseholder by the lessor from the day of Leaseholder taking possession, with the yearly fee broken into monthly segments, and in proportion to the size of the leased area.

- 7.3. Leaseholder is bound to pay the lease fee for first month, service indemnity, the VAT burden on public utilities according to legislations, and the cash deposit defined in Section 9 within 5 (five) days in a way that this sum is credited within this time on the account of the Lessor defined in the Lease Contract. If the contents of the Lease Contract between Lessor and Leaseholder are in accordance with the Lease Contract Template, then the date of signing the Lease Contract and the effective date of the Contract are the same.
- 7.4. Lease fees, service indemnity, public utility costs and other regular payments are to be paid monthly in advance, as per the account of Lessor, until the deadline indicated on the account. In such cases where the Lease Contract comes into effect on any day of the month other than the first, the first monthly payment is a quotient monthly payment with normative guidelines defined in present Section.
- 7.5. Method of payment is defined by the Lessor. Concerning due payment of fees, the date of arrival of payment to the funds of the Lessor or to the bank account of the Lessor are normative.
- 7.6. All payments are to be performed for the benefit of the Lessor or the person or institution defined by the Lessor.
- 7.7. Payment of lease fees and other costs defined in the Lease Contract are to be performed via wire payments method, or in exceptional cases, Lessor will also accept direct payment to their funds.
- 7.8. In addition to fees detailed in Section 7.2, Leaseholder is also responsible for any fees regarding ownership and maintenance of Structures constructed by the Leaseholder.
- 7.9. Sharing of the overall maintenance and ownership costs is done in proportion to the total size of all leasable areas of the Lease Units and Properties, unless Lessor used - by their own judgement - a more appropriate allocation formula in regards to some or all of the overall costs. Lessor is authorized to - during the terms of the actual accounting period - ascertain a new allocation formula for some or all of the overall maintenance costs in certain justified and reasonable cases. Lessor is bound to notify the Leaseholder about the new allocation formula at least 15 (fifteen) days ahead of it coming into effect.
- 7.10. In case some public utility costs, communal costs or phone costs are measured with separate measuring devices or meters (predictably costs of heating, refrigeration, hot water, electricity and cold water), or in case some specific maintenance costs only accrue for some of the leaseholders, then - if is feasible technically - these costs exclusively burden those leaseholders.
- 7.11. In case the accounting for public utility costs, communal costs for the leaseholders is done with shared meters - for technical reasons -, then the bases for allocation are either the area of the Lease Units connected to the same meter, or the actual headcount of users utilizing utilities and communal services in or on the Lease Unit.
- 7.12. If an argument arises between the Lessor and one or more leaseholder regarding the allocation formula, Lessor is entitled to apply any necessary extra costs if full-size allocation of maintenance costs between the leaseholders is impossible otherwise.
- 7.13. Lessor is bound to send all checks in due time to the Leaseholder in a way the Leaseholder should have at least 8 days left from the due date to conduct wire transfers.
- 7.14. Payment of lease fees, maintenance flat rates and other fees are to be interpreted and paid including the current VAT regulated by law. Leaseholder and Lessor agree that exchanging EURO to HUF (Hungarian Forint) is done with the exchange rate on day 20 of the month preceding the month concerned. In case day 20 is not a banking day, the preceding banking day will be the base for EURO to HUF (Hungarian Forint)

exchange rate. Governing exchange rate is the exchange rate of the National Bank of Hungary. Indexing defined in Section (B) d.) applies to all fees.

- 7.15. Provisions regarding the lease fee are to be used for payment of maintenance and upkeep costs and miscellaneous costs.
- 7.16. In case of overdue payments in Forint from the day of the due date indicated on the account of the Lessor to the date of being credited, Lessor is authorized to set a default interest twice of the actual interest rate of the National Bank of Hungary.
- 7.17. In case of overdue payment in EURO from the day of the due date indicated on the account of the Lessor to the date of being credited, Lessor is authorized to set default interest based on 3 (three) months of EURIBOR + 5 percent.
- 7.18. In case of overdue payment of lease fees, Leaseholder is entitled to exercise the lien ***pursuant to § 6: 337 of the Civil Code*** in arrears to the overdue fees; these apply to the assets of the Leaseholder present on the area of the Lease Unit, these assets can be prevented from being taken away as long as lien exercise right of Lessor is outstanding.
If Leaseholder underleased the Lease Unit, in case of non-payment of the lease fee, lien in arrears extend to the assets present on the area of the Lease Unit, which are in the ownership of the sub-lessee. While exercising the right of lien, Lessor is authorized to prevent dispatch of those assets.
- 7.19. Leaseholder is not authorized to unilaterally reduce the sum of lease fees or/and ***the flat rate of upkeep and other costs***, any possible claims have to be enforced via a demand for refund. However, Leaseholder can include any demands made against the Lessor into the Lease fee that are acknowledged in written form by the Lessor or are legally acknowledged by the court. Leaseholder cannot demand any deduction in other cases.
- 7.20. Leaseholder cannot make any demands regarding the Lease fee or any other demands of the Lessor which are based on present Contract, neither can Leaseholder make any disputed or legally not acknowledged demands.
- 7.21. Payments of Leaseholder which they do not have any regulations for are to be settled in the following order: primarily maintenance flat fees, burden sharing and default interest, secondarily reimbursement claims, tertiary other demands of the Lessor that stem from present Contract (communal and public utility fees) and finally, on the lease fee. Only immediately before forfeiture deadline can do these settlements in a different order.
- 7.22. In case of overpaying lease fee or other costs, Lessor is not obliged to pay an interest.
- 7.23. Contracting Partners agree that if Leaseholder has more than 15 (fifteen) days of overdue with payment of public utility fees, Lessor is authorized to cut the Lessor off from public utilities without any prior notice.
- 7.24. If EURO (or any other payment method, regardless of what it is called, and legal and unified currency in the EU) replaces or runs parallel to HUF, the currency for payments or settlements has to be the new currency or its equivalent, with the exchange rate valid on the day it is enacted. The aforementioned currency exchange does not authorize any of the Contracting Partners to unilaterally modify or terminate the Lease Contract.

8. POSSESSION, RETURN

- 8.1. Following the sums defined in Section 7.3 (lease fee, maintenance flat rate, burden sharing and default interest) being credited on the account of the Lessor, or if the written consent of the MSZ is required for the lease contract to come into effect, then the Lessor is bound to give possession of the Lease Unit within 15 (fifteen) days from the date of approval, on mutually agreed upon handover-acceptance date. If the contents of the Lease Contract between Lessor and Leaseholder are in accordance with the Lease Contract Template, then the date of signing the Lease Contract and the effective date of the Contract are the same.

- 8.1.1 During the transaction, Partners take a delivery-acceptance protocol in which they record status of meters and the status of the Lease Unit and Structures present on it.
- 8.1.2. If the requirements for leasing are present, and the Lessor delays in meeting their obligations or obstructs the possession by Leaseholder without a good reason, 1.000 HUF as in One thousand Hungarian Forint penalty is to be paid to the Leaseholder per every overdue day.
- 8.2 On the date of expiration determined in the Lease Contract, or no later than the Day of Termination, Leaseholder is obliged to give over the Lease Unit for usage to the Lessor or the third party or parties defined by the Lessor in the specified State of Return ("Return"). Return is done by abiding to a schedule defined in advance by the Lessor and Leaseholder. The schedule has to be defined in a way that the Return process completes no later than the expiration date. Lessor notifies Leaseholder about this schedule no later than 30 days prior to expiration. The time(s) designated in the schedule for the Return process have to fall between 8 AM and 5 PM during business days and no later than sunset. During the Return process, the representatives of partners partaking in the process take delivery-acceptance protocols about the Lease Unit on the location, they record the status of the Lease Unit and whether it abides to the Return Requirements, and if not, the types of shortcomings and any other notable circumstances. The delivery-acceptance protocols are validated by signatures of representatives of the Partners partaking in the Return process.
- 8.3 The Leaseholder acknowledges that the MSZ is authorized to issue a call for a tender before the Day of Termination regarding operation of the Port ("Tender"). The Leaseholder is bound to tolerate that the administrators of the Tender, the parties interested in the Tender and their agents are bound to visit and conduct technical checks on the Lease Unit and the Structures in the 6 (six) month time period preceding the Day of Termination.
- 8.4 Leaseholder is fully obligated to co-operate with the Lessor, the MSZ and any third parties designated by the MSZ so that until the Day of Termination and Return, the shift of possession to the Lessor, the MSZ or any designated third party or parties can be conducted according to present Contract and barring any problems, without disturbing users of the Port for any reason, and that the continuous and uninterrupted usage of the Port is ensured.
- 8.5 Leaseholder is bound to dispatch all physical assets of their own, at their own charge, before the expiration date or Day of Termination defined in the Lease Contract, so that until the day of expiration or Day of Termination, the Lease Unit can be relinquished to the Lessor free from all such assets, in an empty state.
- 8.6 Leaseholder agrees that in case the expiration of lease term is the same as Day of Termination, then they do everything in their power to ensure that all personalized permissions - related to the Lease Unit - are passed upon the MSZ on the Day of Termination. In case this is obstructed for any reason, Leaseholder and Lessor immediately notify the MSZ, and if the obstruction is not relieved during a reasonable timeframe, the permission that is in regards to the obstruction is deemed non-assignable. In case any permissions are non-assignable, the MSZ has to reacquire those in its name from the competent authority. The Leaseholder and Lessor co-operate with the MSZ to help in the successful issuing of such non-assignable permissions, and are obliged to issue all certifications and permissions that are required within reason for the earliest possible issuing of such permissions to the MSZ.
- 8.7 Leaseholder is not authorized to demand refunds from the Lessor, or - in lieu of a separate agreement - from the MSZ regarding any investments, expenditures or other costs, or refunds from any possible enrichments of the Lessor or the MSZ, nor payment of any other sums that are beyond the scope of those defined in present Contract or any other written agreements made between the Partners, and that Leaseholder irreversibly surrenders any such rights by signing the Lease Contract.
- 8.8 Unless agreements are made to state otherwise, Leaseholder is authorized to disassemble and dispatch any equipment built in by them, if the equipment does not belong to the MSZ as per Section 6.3 and if the equipment can be removed without causing damage to the Lease Unit. Leaseholder is only authorized to remove and dispatch equipment built in during renovation or alteration of the Lease Unit if the lack of them

does not hinder normal use. If the lack of them hinders normal use, the written consent of Lessor is required for the Leaseholder to dispatch those.

- 8.9 During Return, Lessor is authorized to demand that the Lease Unit is returned in the same state as when Leaseholder took possession of it, while keeping in mind the written terms Lessor made for any subsequent alterations. During Return of the Lease Unit, Lessor keeps the wear and tear that occurred during normal use in mind. If the Leaseholder does not fulfill their obligations related to these, then Lessor is authorized to have the necessary work done to the cost of the Leaseholder.
- 8.10 If the Leaseholder violates any obligations related to the return, repair, restoration etc of the lease unit, then Lessor is authorized to have all necessary measures made at the cost and on behalf of the Leaseholder, and Leaseholder is bound to reimburse all damages which are caused by contract violation to the MSZ or the Lessor.
- 8.11 In case Leaseholder does not oblige to the obligation of Return, then they are bound to pay three times the amount of the monthly fee for all months after the termination of the lease contract, and Lessor is authorized to cut off all services it provided previously to the Leaseholder for normal usage of Lease Unit in accordance to the Lease Contract
- 8.12 Lessor is not obliged to provide other premises or areas to the Leaseholder in case of tenancy suspension or termination.

9. DEPOSIT

- 9.1. To ensure the obligations of the Leaseholder that are ruled by the present contract, they are bound to provide a deposit equal to the sum defined in Lease Contract or in lieu of that, a sum equaling six months of rental, maintenance flat and public burden fees to the Lessor in the timeframe and method defined in Section 7.3 before acceptance of the Lease Unit. Lessor can deny delivery of Property before having received the deposit fee.
- 9.2. Lessor and Leaseholder agree that in case the deposit is defined in the Lease Contract in EURO and is paid by the Leaseholder in HUF, then the exchange rate of EURO to HUF (Hungarian Forint) is done on the rate valid on day 20 of the preceding month. In case day 20 is not a banking day, the preceding banking day will be the base for EURO to HUF (Hungarian Forint) exchange rate. Governing exchange rate is the exchange rate of the National Bank of Hungary. Indexing defined in Section (B) d.) applies to all fees.
- 9.3. Lessor does not pay any interest to the Leaseholder on this deposit.
- 9.4. Lessor is authorized to use the deposit without any authorization for purposed detailed in Section 7, or for preventing consequences of any payment leeways of Leaseholder or for averting any causes of defaults.
- 9.5. If Leaseholder fails to fulfill payments due until the date indicated on the account (or any document substituting the account) until the last due day, Lessor - while keeping details in Section 9.3 in mind - is authorized to settle - without any further statements or demands - any possible leeways of fees, public service fees, maintenance flat costs, public burden, penalty demands of Lessor, or any debts toward the Lessor detailed in present Contract - with special notice to the late payments for individual accounts, as specified in Sections TaC 7.16-7.17 - using parts of this deposit.
- 9.6. In case the deposit or any parts of it are used, Leaseholder is bound to complete the deposit to the sum defined in Section 9.1 within 15 (fifteen) days of use. Regarding the obligation in present section, Lessor is authorized to abrogate in writing within 15 (fifteen) days of deadline in the case the Leaseholder is more than 15 (fifteen) days late with their obligation. Abrogation is to take effect on the last day following the month of the missed deadline.

- 9.7. If during the duration of the Lease Contract, a modification of at least 10% is applied to the lease fees, maintenance flat fee and public burden fees, then Leaseholder is obliged to complete the deposit to the sum defined and demanded by the Lessor. In case Leaseholder is bound in a leeway regarding obligations of deposit payment, the legal consequences governing are defined in Section 9.6.
- 9.8. In case Leaseholder provides the deposit in the form of a bank guarantee, and the breaking it is done for the reason of default from the Leaseholder, then costs of breaking the bank guarantee are charged to the Leaseholder. Lessor is authorized to pay out these fees from the deposit - without any prior authorization from the Leaseholder.
- 9.9. In case lease relationship is terminated, Lessor is authorized to settle their demands based on present Contract by accounting these demands toward the sum of the deposit. Return of sum remaining from the deposit is to be done within 3 (three) months of returning the Lease Unit in a status fit for normal use. In case the Leaseholder used HUF to pay the deposit that was defined in the Lease Contract in EUROs, then the return of deposit to the Leaseholder is also done in HUF, with the EURO/HUF exchange rate used at the time the deposit has been paid.

10. WARRANTY

- 10.1. After taking possession of the Lease Unit, Leaseholder is responsible for damage risk for the full duration of the Lease Contract and until the Lease Unit is returned to the Lessor; this damage risk extends especially to damages stemming from unavoidable outside causes for which the third entity is responsible - especially for damages stemming from inappropriate usage, ineligible maintenance and omission for right of warranties, if any of these cause damages in the Property or the destruction of the Property.
- 10.2. In addition to the details in Section 10.1, Leaseholder is obliged to reimburse for damages caused by the Leaseholder to third entities during the use of the Lease Unit, or for damages caused by third entities - stemming from behavior accountable to the Leaseholder - to others or the owner of the Lease Unit. In cases not covered by present Section, the damages are to be reimbursed as per the general rulings provided by the Civil Code.
- 10.3. In the case a damage claim is made against the MSZ or the Lessor in regards to the Lease Unit due to the behavior of the Leaseholder - including actions and omissions of the Leaseholder - then Leaseholder is obliged to fulfill their commitment against the enforcer of the claims instead of the MSZ or the Lessor. In case any claims for damages or any other demands are settled by the MSZ or Lessor, the subsequent settlement of these is the obligation of Leaseholder, with a due deadline of 8 days from the notice issued by the Lessor or the MSZ.
- 10.4. Partners record that the Lessor effects a general insurance (water damages, fire damages, storm damages, building insurance), which is maintained for the duration of the Lease Contract. Lessor is only bound to enact reconstructions or damage preventions in the scale provided by the insurance terms and covered by the damage fees that came in.
- 10.5. Leaseholder is bound to do a full general and liability insurance (water damage, fire damage, insurances for premises, structures and liability etc.) for liabilities concerning any possible damage done to the Lessor or MSZ by assets taken into the Lease Unit, for which damages the Leaseholder is obliged to provide compensation. Leaseholder is bound to fully uphold and manage insurances until the termination of Lease Contract or - depending on which happens later - until the date the Lease Unit is returned into possession of the Lessor. With the exception of the destruction of the Lease Unit, all insurance claims are the responsibility of Leaseholder.
- 10.6. Insurances have to be concluded in proportion to the equipment present in the Lease Unit.

- 10.7. Leaseholder is bound to regularly pay the insurance fees as per Section 10.5 regardless of any circumstances until the termination of Lease Contract or - depending on which happens later - until the date the Lease Unit is returned into possession of the Lessor.
- 10.8. Leaseholder is bound to immediately notify Lessor about all changes related to insurance risk changes - with special attention to increase of danger - in order to help with taking the necessary security measures.
- 10.9. Constant upholding of the validity requirements demanded by the Insurance Company - both for insurances as mentioned in Sections 10.4 and 10.5 - are the responsibility of the Leaseholder, and the costs of all damages stemming from omission of these are the sole responsibility of the Leaseholder. Costs stemming from performing the requirements, and costs related to any possible changes of the insurance requirements are charged to the Leaseholder.
- 10.10. Leaseholder is bound to make all proceedings specified by the insurance company at their costs, this especially includes the fitting of alarm systems and other security equipment. Leaseholder acknowledges that they are responsible for any consequences in case of any leeway of signing or late signing of the insurance contract related to him.
- 10.11. In case of damages, Leaseholder is obliged to notify the Lessor and the insurance agent in writing within no later than 24 hours, is obliged to do damage control as soon as possible and to do all measures regarding the claims process.
- 10.12. If the Leaseholder violates any obligations *under this Contract* or the insurance contract, they are responsible for resultant harm.

11. TERMINATION OF CONTRACT

- 11.1. The Lease Contract is made for a fixed or undetermined period as stated in the Lease Contract. Partners record that with the Day of Termination, any Lease Contracts of an undetermined length are also terminated without any further notices or legal consequences, Leaseholder is not authorized under any titles or methods for further use, since lease right of Lessor is terminated alongside the Day of Termination.
- 11.2. Lease Contract with a fixed term is not to be terminated from any of the Partners via a regular resignation.
- 11.3. The Leaseholder is entitled to desist from the Lease Contract before it comes into effect without any reasons, or without any obligations of setting additional times or obligations to make reimbursement, if the Lessor fails to issue the Lease Contract to the MSZ within 5 (five) business days from the date of signing, and Lessor fails to verify the deed of issuing at the request of the Leaseholder. This provision cannot be enforced if the Lease Contract is made in accordance to the Lease Contract Template.
- 11.4. Following the signing of the Lease fee, or in case the approval of MSZ is needed for the Lease Contract to come into effect, following the coming into effect and preceding the delivery of the Lease Unit, the Lessor is entitled desist from the Lease Contract without any reasons, or without any obligations of setting additional times or obligations to make reimbursement, in cases if the Leaseholder fails to deliver complete payments of the lease fee, maintenance flat fee, public burden fees and/or deposit as defined in Sections 5.1, 7.3 and 9.1.
- 11.5. If the MSZ does not approve of the Lease Contract, the Partners regard the Lease Contract as terminated without any further legal consequences or legal statements. Lessor is obliged to reimburse Leaseholder for all paid lease fees, maintenance flat fees, public burden fees and deposits from within 5 business days of the statement done by the MSZ.
- 11.6. In case Leaseholder defaults with at least one month of lease fee, maintenance flat fee or public utility fees then Lessor is obliged to demand delivery from the Leaseholder, with a warning about the consequences. In case Leaseholder fails to fulfill demands within 8 (eight) days from receiving those, Lessor is entitled to desist in writing. Such behavior of Leaseholder is considered to be a serious violation of contract.

- 11.7. If Leaseholder fails to stop their seriously violating activities or evides to a behavior preventing conventional fulfillment and fails to stop within 15 (fifteen) days from the notice issued by the Lessor, Lessor is authorized to a written termination regarding the Lease Contract. Abrogation is to take effect on the last day following the month of the missed deadline. Such behaviors are the following, especially:
- 11.7.1 if the Leaseholder defaults at least 15 (fifteen) days from the indicated deadlines with any premiums detailed in their insurance contract or
 - 11.7.2. the improper use, independent from whether it was conducted by the Leaseholder or any person they let onto the premises of the Lease Unit, or
 - 11.7.3. incapacitation of checkups regarding the Lease Unit or abortion of checkups due to the fault of the Leaseholder, or
 - 11.7.4. in case Leaseholder fails to fulfill their requirements regarding maintenance or conservation of the state of Lease Unit, or
 - 11.7.5. the Leaseholder violates any compensation obligations regarding Lease Contract, or
 - 11.7.6. regarding the Lease Unit, underleasing, delivering, charging or evaluating assets for a third person in cases where the Lessor or the MSZ did not issue previous written approval, or
 - 11.7.7. if Leaseholder or any affiliated under their influence defaults with their payments stemming from contract made with the Lessor (especially the Lease Contract) or fails to oblige to their other obligations in due time, or abrogates or terminates these contracts ahead of due time (for example, via a liquidation process), or
 - 11.7.8. an obligation or promise made by the Leaseholder in regards to present Contract is proven to be impractical or irrelevant, or
 - 11.7.9. any contractual or other statements of the Leaseholder, monetary or other statements made in regards to the Lease Contract turn out to be void, a false allegation or misleading, or
 - 11.7.10. in case liquidation process is initiated against the Leaseholder, bankruptcy proceedings are denied for the lack of funds to cover its costs, or their funds are placed under compulsory execution during which some assets of the Leaseholder are sold
 - 11.7.11. the Leaseholder fails to oblige to important obligations detailed in the contract within 8 days after being warned by the Lessor
 - 11.7.12. substantial changes happen in the economic or legal status of the Leaseholder, or in their hierarchy or the third party providing the deposit, or
 - 11.7.13. in case Leaseholder alters the Lease Unit without consent from the Lessor or MSZ, does demolishing and construction work on/in the Lease Unit without consent from the Lessor and MSZ, or
 - 11.7.14. in case Leaseholder or their underleser registers the Lease Unit without the approval of the Lessor as a headquarters, a premise, or a branch at the authorized Court of Company Registration.
 - 11.7.15. other cases defined in present Contract.
- 11.8. In case any legally binding bankruptcy processes, final settlements, liquidations or any other proceedings are made that do not result in legal successors, or a proceeding is made in regards to the insolvency of the Leaseholder, then the Lease Contract is automatically terminated on the day of legally binding decision, and Partners are bound to settle with each other.

- 11.9. If the fixed term lease relationship expires prematurely, before the date determined in the Lease Contract, for any reason that is chargeable to the Leaseholder and is in interest to the Leaseholder, then Leaseholder carries all responsibilities for any damages caused toward the Lessor by this termination.
- 11.10. In case the fixed term lease is terminated ahead of time with a reason of interest stemming from the Leaseholder, then Leaseholder has an obligation toward the Lessor for any damages caused by this, for example but not exclusively, shortfall of lease fee or maintenance costs or other costs, the costs of repeated leasing, costs of brokerage, or reduced lease fees etc.
- 11.11. If the Leaseholder continues using the Lease Unit after expiration of the fixed term of lease, it is considered an illegal use and does not lengthen the lease term for any undefined period. In such cases, Lessor can demand the immediate evacuation of the Premises from the Leaseholder. Moreover, for the duration of tort usage, Leaseholder is bound to pay to the Lessor three times the amount of monthly lease fee that was valid on the day of termination of the lease, as a fee for land use. This does not affect further compensation demands of the Lessor, these can be enforced by the Lessor at any time.
- 11.12. The Lease Contract is terminated without any further legal implications if the Lease Unit is abolished.
- The Lease Contract is terminated without any further legal implications if any provisions of a competent authority or self-government make the further use of Lease Unit impossible.
- 11.13. Under no circumstances can the Leaseholder make demands for providing replacement premises.
- 11.14. Termination of Lease Contract in any case other than payment of lease fees does not mean that any obligations of payment toward the Lessor or the MSZ, and any other obligations detailed in Sections 8.6., 5.7.1., 5.7.5. and 5.7.6. are null and void.

12. STATEMENTS AND GUARAANTEES OF LEASEHOLDER AND LESSOR

- 12.1. Lessor and Leaseholder state and guarantee that they are legally formed and existing companies, incorporated under the laws of the Republic of Hungary, and they have all legality and letters to sign present Contract and to oblige all commitments that stem from it. No bankruptcies, liquidations or other proceedings were initiated against them that could cause or be the reason for cessation of business without having a legal successor.
- 12.2. Lessor and Leaseholder state and guarantee that from their part, signing and upholding present Contract does not violate or conflict with their deeds of foundations, any other signed contracts, or any relevant legislations and does not violate any other of their obligations. Moreover, Leaseholder and Lessor guarantee that they continue to uphold their obligations defined in present section in the case modifications are made to the aforementioned documents.
- 12.3. Lessor and Leaseholder state and guarantee that neither they, or their affiliates are under any criminal actions, or that neither they have any possible demands or claims against them which endanger their ability to uphold obligations set in present Contract.
- 12.4. Leaseholder states and guarantees that they are able to fulfill all payment obligations in due time, and upholds fulfilling them in due time at all times. Moreover, Leaseholder states and guarantees that at the time of signing the Lease Contract, there are no bankruptcy, liquidation, execution or other insolvency proceeding against the Leaseholder or any of their affiliates. If any bankruptcy, liquidation, execution or other insolvency proceeding are initiated against the Leaseholder or any of their affiliates, they immediately notify the Lessor. Leaseholder also states that neither they nor their affiliates have any overdue debts.
- 12.5. Lessor states and guarantees that they are able to ensure the usage of Lease Unit to the Leaseholder after the Lease Contract coming into effect and the fulfillment of lease fees, maintenance flat rates, public burden fees, deposits and other payment obligations based on present Contract.

12.6. Leaseholder states and guarantees that the status of the Lease Unit abides at all times from the day of possession to the Day of Termination to all requirements stated in present Contract, the legal legislations of Post Management, provisions stated by authorities, and other regular international requirements, and that the status of Lease Unit abides to Return Requirements on the Day of Termination.

12.7. Lessor and Leaseholder guarantee that all statements and warranties made in present Section 11 are true and correct from the signing of Lease Contract to the termination of Lease Contract, and that they stay in effect even after the termination of Lease Contract.

13. MISCELLANEOUS PROVISIONS

13.1. In case any provisions of the present Contract are null or void, or is deemed null or void at a later date, that does not apply to other provisions in the contract. Partners bind themselves that they record in writing a new provision which stands economically the closest possible to the provision that has been deemed null and void.

13.2. Lessor is authorized to unilaterally modify the Lease Contract and the TaC. These modifications are to be sent via mail to the Leaseholder and made available in places open to client traffic - 30 days before they come into effect - by the Lessor. In case the Leaseholder does not agree to and accept to be bound by the modified provisions, the Leaseholder is entitled to send in a written termination until the day before the new modifications come into effect; the contract is then terminated with the termination date defined in the Lease Contract. If Leaseholder does not execute their right to terminate within this deadline, then the modification is to be regarded as accepted by the Leaseholder.

13.3. If any Partner fails to exercise their rights defined in the present Contract or fails to exercise the rights in due time, this leeway or failure does not count as modification or renouncement of the rights. Incomplete or partly exercise of such right does not disqualify other methods of exercise of the specific or other rights.

13.4. All authorizations, requests, notices and other declarations coming up during the contract time between the Partners are to be provided in written form, and it can only be deemed delivered if it is delivered in person, via telefax, prepaid postage, an official delivery service, or via e-mail to the above addresses with proper form of address.

13.4.2. Notifications can be deemed delivered at the following times:

- a. in person or via official delivery service - day of certified handover (hour included);
- b. prepaid postage - delivery date indicated on the recorded delivery;
- c. in case of prepaid postage, it is also to be considered delivered if the recorded delivery returns from the address (in case of address change, from the registered new address) with "not accepted", "has moved", "recipient unknown" or "not received" within 5 days of sending;
- d. delivery via telefax - time indicated on the fax confirmation.
- e. In case of e-mail, if the sent message is saved on the computer of the sender and the e-mail server of the sender sent the message.

13.5. To settle on any arguments concerning or related to the present contract or its violation, termination, validity or interpretation, Partners are subject to the exclusive authority of the Arbitration Court attached to the Hungarian Chamber of Commerce and Industry and the proceeding rules of the Arbitration Court. Elected arbitrators amount to three. The Hungarian language must be used during the proceeding. The Hungarian Law is the governing law for the present Contract.

13.5.1 If any questions that are not answered or related to in the present Contract arise during the term of the Contract, Partners are bound to agree on practices in accordance to principles set in the present Contract, and keep the same principles in mind in case of dispute, and also agree that Arbitration proceeds the same way.

13.5.2. If the contract or agreement between the Lessor and Leaseholder was done both in Hungarian and foreign languages, the Hungarian version is normative in case of any interpretation difference.

13.5.3. For questions not regulated in the present Contract, the Act LXXVIII of 1993 on the lease and alienation of apartments and premises, ***the Act V of 2013 on the Civil Code***, as well as other regulations governing the legal relationship between the Lessor and Leaseholder are to be applied.

13.6. Partners consider everything set in the TaC and the Lease Contract as business secrets, and are obliged to confidentiality.

The 5th modification of present TaC comes into effect on ***September 1, 2019*** and it is effective for Lease Contracts signed on and after this date.

Freeport of Budapest Logistics Ltd