

LEASE AGREEMENT
concluded on
BY AND BETWEEN

The Commune of the City of Szczecin with its registered office in Szczecin at Plac Armii Krajowej 1, (70 - 456 Szczecin), NIP: 851-030-94-10, REGON: 811684232, represented by the President of the City of Szczecin, on behalf of who acts:

Deputy Mayor of the City

- hereinafter referred to as the "**Lessor**,"

and

.....

,
represented by:

.....
.....

hereinafter referred to as "**the Lessee**,"

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

The Parties conclude the following Agreement:

§ 1.

1. This Agreement's subject matter is the lease of the land listed in Annex No. 1, marked on the graphic Annex, hereinafter referred to as the Elements, along with equipment, the list presented in Annex No. A, BI, BII, BIII, C, D hereto.
2. Since the Elements listed in point 2, 3, 8, 9 of the Annex no. 1 are still at the stage of the investment made by the Commune of City Szczecin under the name of "Construction of the Training Center for Children and Youth together with the reconstruction and extension of the Florian Krygier in Szczecin, football fields and accompanying infrastructure" (hereinafter referred to as the "**Investment**"), and since the procedure for awarding a public Agreement as at the date of concluding this Agreement for the equipment (equipment) listed in Annexes No. BIII, D has not been initiated; the Lessor gives the Lessee the Elements mentioned in point 1, 4,5, 6, 7 of Annex No. 1 with the equipment specified in Annex No. A,BI,BII for the lease. The Lessee accepts to use and collect benefits, under the conditions provided for therein, to conduct sports activities, including the organization of football games, training classes, sports competitions and other forms of sports activities, taking into account the provisions of section 3,4 and 5 of this paragraph.
3. The remaining Elements of the Subject of the Lease referred to in point 2, 3, 8, 9 of Annex No. 1 to the Agreement shall be handed over to the Lessee in stages, depending on the works' progress unilaterally extending the scope of this Agreement by the Lessor.
4. The Lessor shall hand over the remaining equipment to the Lessee after its purchase by unilaterally extending the scope of the Agreement.

5. The Lessee shall be notified about the planned date of extending the scope of the Agreement in terms of the Elements referred to in point 2, 3, 8, 9 of Annex no.1 and in the scope of the equipment mentioned in the Annexes no. BIII, C, D in writing 21 days in advance. The notification referred to in the above sentence shall indicate the amount of the lease rent due to the Lessor for the lease, calculated in accordance with the offer submitted by the Lessee, constituting Annex 2 to this Agreement. Simultaneously, the Lessee shall not be entitled to any claims for damages against the Lessor if the Lessor does not exercise the right referred to in sections 3 and 4 of this chapter.
6. Throughout the duration of the Agreement, the Lessee is obliged to maintain the sports function of the Subject of the Lease. No change in the purpose of the property is permitted. The Lessor allows gastronomic, commercial and entertainment activity as an accompanying to sporting activity in accordance with the relevant legislation in force. The accompanying activities referred to above may not restrict the sporting functionality of the facility.
7. The Lessor declares that in the immediate vicinity of the Subject of the lease, he is implementing an investment entitled "Construction of the Training Center for Children and Youth together with the reconstruction and extension of the Florian Krygier Stadium in Szczecin, football pitches and accompanying infrastructure "(hereinafter referred to as the "**Investment**"), which may, to some extent, limit and affect the Subject of the lease.
8. In connection with the Investment implemented by the Lessor, referred to in section 7, the Lessee undertakes to enable the Contractor or of the works - a consortium of companies: Korporacja Budowlana Doraco Sp. Z o. o. and PBG SA -to use electricity for the Investment's needs being performed and conclude an appropriate agreement with the Contractor or regulating the settlement issues.
9. The Lessee acknowledges the circumstances referred to in the above sections and declares that he shall not make any financial claims against the Lessor, particularly claims for damages and rent reduction.

§ 2.

1. The Lessee declares that the condition and boundaries of the property constituting the Subject of the lease described in § 1 are known to him and waives any claims against the Lessor for physical defects of the property existing on the date of signing the Agreement, which can be determined during the inspection while maintaining due diligence.
2. On the terms set forth in §1 section, two Elements of the Subject of the lease shall be given to the Lessee within 14 days from the conclusion of this Agreement, after the Lessee submits the notarial deeds referred to in §13.
3. The parties will prepare a hand-over report showing the technical condition of the Subject of lease and its equipment. This report shall constitute Annex No. 3 to this Agreement.
4. If the Lessee does not provide the notarial deeds within the period referred to in §13, the Lessor may refuse to hand over the Subject of the Lease and withdraw from the Agreement.
5. For the reasons set forth in section 4, the Agreement's withdrawal shall take place within 30 days of the occurrence of the circumstances justifying the withdrawal.

§ 3.

The Agreement is concluded for a definite period of months, i.e., for the period from to *

*The Agreement is concluded for a definite period of time, i.e., for a period from until the date of conclusion of the Agreement by the Commune of City Szczecin, with the operator selected in the course of the proceedings, or with The Administrator selected under the public procurement law of 11 September 2019 until the date of transfer by the Commune of the City of Szczecin the administration/management of the Subject of the lease to its organizational unit, or with another municipal company for no more than 3 years.**

§ 4.

The Lessee is entitled and obliged to use the Subject of the lease with due diligence, in accordance with the Agreement, its purpose, and the socio-economic purpose of the Subject of the lease. After the end of its term, the Agreement shall expire without termination.

§ 5.

1. In accordance with the submitted offer, according to the scope of Elements of Subject of the lease and equipment, the Lessee undertakes to pay the Lessor a monthly rent in the total amount of PLN **PLN net** (in words: 00/100), within by the 10th day of each calendar month. VAT's amount referred to in the preceding sentence shall be increased due at the rate applicable on the date of issuing the VAT invoice.
2. Apart from the situations referred to in §1 section 5 of the Agreement, the amount of the rent shall be increased annually on 1 January of each calendar year, starting from 2021, to the extent corresponding to the growth rate of retail prices of consumer goods and services in the first three quarters of the year preceding the increase in the rate, in comparison to the corresponding period of the previous year or by the sum of these ratios, if the fees have not been adjusted in subsequent years. The basis for establishing the consumer price index is the President of the Central Statistical Office's announcement published in the Official Journal of the Republic of Poland "Monitor Polski" within 15 days after the end of the third quarter.
3. The Lessee shall be notified about the change in the amount of the lease rent, for the reasons set forth in section 2, in writing no later than 14 days before the change in the rent amount is made, which shall not constitute an amendment to this Agreement.
4. Payments of the monthly lease rent shall be made by the Lessee by bank transfer to the bank account in
5. The payment date of the rent is the date the Lessor receives the money on the bank account.
6. In the event of the Lessee's delay in paying the rent, the Lessor shall be entitled to statutory interest. Any payments made by the Lessee shall first be credited towards the interest due and then towards the most recently due VAT invoice issued on the basis of and in connection with the performance of the Agreement.

§ 6.

1. Apart from the rent specified in § 5 of this Agreement, the Lessee is obliged to bear all costs related to the use of the Subject of the Lease.
2. The Lessee undertakes to take all public and legal burdens related to the Lease Subject in accordance with the applicable laws of the owner or holder of the property, in particular, to report and pay the property tax on time.

3. The Lessee shall pay charges for electricity, gas, water, sewage, municipal waste disposal, and heat supply within 14 days based on the invoices received, unless the Lessee, with the Lessor's prior approval, enters into contracts directly with the media suppliers.

§ 7.

1. Under the Agreement, the Lessee undertakes to:
 - 1) use the Subject of the lease in accordance with the provisions and limitations resulting from this Agreement,
 - 2) use the Subject of the lease in accordance with its sports function, in a manner that guarantees it is not in a deteriorated condition, in accordance with the requirements of proper management and in accordance with the principles set out in the operating instructions provided to the Lessee for individual installations, devices, and systems (SSP - Fire Detection, DSO - Voice Alarm System, LAN - Local Area Network, WLAN - Wireless Local Area Network, CCTV - video monitoring, BMS - Building Management System, AKPiA - Measuring and Control Devices, DS - Digital Signage (stadium television), IPTV - Terrestrial and satellite television signal sent via an IT network, Ticketing - entrance control system for fans, SKD - Access Control System, SSWIN - Burglary and Assault Signaling System, PA - Public Address (public address stands and stadium entry zones),
 - 3) carry out inspections of facilities and structures required by law, maintain (maintenance does not concern the removal of defects and faults covered by the warranty) the buildings constituting the Subject of the Lease at their own expense, maintain them in a legal condition. He shall also keep a building logbook and make appropriate entries of periodic inspections of the technical condition of facilities, in accordance with applicable regulations rights, including Art. 62 of the Act of 7 July 1994 Construction Law (i.e., Journal of Laws of 2020, item 1333), as well as provide the Lessor with copies of documents confirming having conducted the inspections mentioned above, within 14 days from the date of their conduct,
 - 4) comply with fire regulations, environmental protection, health and safety, sanitary and epidemiological regulations,
 - 5) obtain a prior written consent of the Lessor to undertake any works related to adapting the Subject of the Lease to the Lessor's own needs and works related to modernization or renovation,
 - 6) keep the Subject of the lease in proper order, cleanliness, and condition in accordance with the principles set out in separate regulations, including trees and shrubs located on the Subject of the lease at the time of issuing the Subject of the lease and planted by the Lessor during the term of the Agreement. In the event of their destruction, the Lessor shall be obliged to secondary and compensation planting, as well as appropriate agrotechnical treatments (watering grass, mowing, painting lines, winter maintenance works, etc.)
 - 7) provide free access for specialist services to the networks running through the Subject of the lease,
 - 8) provide free access to the Subject of the lease for the Lessor and the Contractor of construction works covered by the Investment to conduct warranty inspections,
 - 9) **sublease to Pogoń Szczecin S.A. with its registered office in Szczecin, starting from the handover date to the Tenant of the Element no 8 until the date of termination of the contract, changing area building for players with a usable area of 458,13 m², located on parcel 3/4 , according to the rates resulting from**

the Ordinance of the Mayor of the City of Szczecin on determining the basic rates for the lease of communal commercial premises. Moreover, starting from the date of concluding the lease agreement until the handover date of the Element No. 8 to the Tenant, Pogoń Szczecin S.A. with its registered office in Szczecin will be given access to the mentioned above changing area building, and throughout the entire term of the lease agreement, Pogoń Szczecin S.A. with its registered office in Szczecin will be given the opportunity to freely use the 380 m² carpark P2 located on parcel 33/6 and the containers located thereon,

- 10) provide the Lessor with the possibility of carrying out an ad hoc control in terms of compliance by the Lessee with the obligations under the Agreement, as well as periodic control in the scope of:
 - a) the Lessee's compliance with the provisions of points 1 and 2 of this chapter and the operating instructions for individual installations, devices, and systems referred to in point 2 of this paragraph,
 - b) making the Subject of the lease available to the Polish Football Association, in accordance with the provisions of section 4 point 1 of the above paragraph.
 - c) The Lessee's compliance with the obligation referred to in sec. 4 points 4, 5, and 6 of this paragraph.
- 11) obtain the prior written consent of the Lessor to place any advertisements, information boards, advertising devices, and signboards on properties, buildings constituting the Subject of the Lease, taking into account the provisions of sec. 3 of this paragraph.
- 12) inform the Lessor immediately (no later than within two days) about any defects or faults disclosed in the Lease Subject to enable the Lessor to exercise the rights resulting from the warranty he is entitled to. A copy of the notification by the Lessor of a defect or fault shall be delivered to the Lessee immediately after its notification, within the period not longer than five days,
- 13) ensure safety and order at mass events, mass sports events, and football matches in accordance with the Act of 20 March 2009 on the safety of mass events (i.e., Journal of Laws of 2019, item 2171) and with the executive provisions included, among others: in the Regulation of the Minister of Health of February 6, 2012, on the minimum requirements for medical security for a mass event (Journal of Laws of 2012, item 181);
- 14) comply with the applicable legal provisions in the implementation of the Agreement, including:
 - a) provisions of the Act of April 27, 2001, Environmental Protection Law (Journal of Laws of 2020 item 1219.),
 - b) provisions of the Act of 14 December 2012 on waste (i.e., Journal of Laws of 2020, item 797, as amended).
2. To carry out the tasks referred to in sec. 1 the Lessee is obliged to have, throughout the term of the lease agreement, adequately trained staff, guaranteeing the proper use of the Subject of the Agreement, particularly those specified in sec. 1 point 2 of installations, systems, devices, and turf.
3. The Lessee shall be entitled without separate remuneration - to place within the Subject of the Lease, signs relating to the Lessee's enterprise. Within the Lease Subject, he is also obliged to place the advertisements of his Contractors with whom he has concluded Agreements for the provision of promotional/sponsorship services for the duration of a match or sports event, in compliance with the applicable provisions law.

4. Also, from the date of conclusion of this Lease Agreement, the Lessee undertakes to provide the Commune City of Szczecin or any entity indicated with:
 - 1) the entire Subject of the lease, including pavilions, except for training pitches No. 2,3,4,5,6 and the Children and Youth Training Center (hereinafter referred to as CSDiM) for the time period of 25 days a year, on the dates specified in the Competition Schedule. However, in the case of the CSDiM building, the Lessee shall be obliged to provide access to the workroom for television,
 - 2) a pitch no.1 up to 25 times a year, for 1.5 hours a day for training the day before the match.
5. Within the 25 days referred to in sec. 4 point 1, the total time of using pitch no. 1 during the day shall not be longer than 2.5 hours.
6. Along with making the Subject of the lease available, in accordance with sec. 4 point 1, the Lessee shall be obliged to provide the Commune City of Szczecin or an entity indicated with the possibility of using the entire technical infrastructure necessary for the proper functioning. It shall be possible to use the Subject of the lease, in particular :
 - 1) its facility access control system,
 - 2) sound system, monitoring, lighting, internet, WIFI, BMS,
 - 3) supplying the facility with electricity (primary and backup power supply).
7. The games' schedule referred to in sec. 4 point1 for 2021 shall be provided to the Lessee within 21 days from signing the Agreement, and for 2022, by the end of November 2021. The Commune City of Szczecin reserves the right to change the schedule within three months in advance. The provided and modified Schedules in accordance with the above provisions shall not constitute an amendment to this Agreement.
8. The Lessor indicates that the conclusion of this Lease Agreement:
 - 1) shall not transfer to the Lessee the rights to the Lessor's brands, logos, names, trademarks, or other designations, or any other authorization to use them by the Lessee, except for the use only in the manner specified in this Agreement and for its proper performance.
 - 2) The Lessor has the exclusive right to determine and change the official name of the Stadium and Center covered by the Subject, together with the logotype, and to dispose of these rights and benefit from them. In the event of a change of name, the Lessor shall immediately inform the Lessee.
9. Suppose the Lessee violates the provisions of section 1 point 2 of this Agreement. In that case, the Lessee undertakes to pay the Lessor a contractual penalty in the amount of PLN 5,000.00 (in words: five thousand zlotys) for each identified breach within 20 days from the date of receipt request for payment from the Lessor. However, the notification sent to the Lessee's address indicated in this Agreement's header shall be deemed effectively delivered.
10. Additionally, if the Lessee violates the provisions of section 1, point 2, and §8 sec. 1 of this Agreement, the Minister of Sport and Tourism, shall impose a contractual penalty on the Lessor for violating the provisions of the Agreement referred to in § 8 sec. 1; the Lessee undertakes to cover the full amount of the loss incurred or necessary to be incurred by the Lessor. The payment will be made within 30 days from the date of receipt by the Lessee of the payment request. However, the notification sent to the Lessee's address indicated in this Agreement's header shall be deemed effectively delivered.
11. Suppose the Lessee violates the provisions of section 1 point 11 of this Agreement. In that case, the Lessee undertakes to pay the Lessor a contractual penalty in the amount of PLN 5,000.00 (in words: five thousand zlotys) for each identified breach within 20 days from the date of receipt request for

- payment from the Lessor. However, the notification sent to the Lessee's address indicated in this Agreement's header shall be deemed effectively delivered.
12. Suppose the Lessee violates the provisions of section 1 point 1 and 3-10,11,14 of this Agreement. In that case, the Lessee undertakes to pay the Lessor a contractual penalty in the amount of PLN 1,000.00 (in words: one thousand zlotys) for each identified breach within 20 days from the date of receipt request for payment from the Lessor. However, the notification sent to the Lessee's address indicated in this Agreement's header shall be deemed effectively delivered.
 13. Suppose the Lessee violates the provisions of section 1 point 12 of this Agreement. In that case, the Lessee undertakes to pay the Lessor a contractual penalty in the amount of PLN 5,000.00 (in words: five thousand zlotys) for each identified breach within 20 days from the date of receipt request for payment from the Lessor. However, the notification sent to the Lessee's address indicated in this Agreement's header shall be deemed effectively delivered.
 14. Suppose the Lessee violates the provisions of sections 4 and 6 of this Agreement. In that case, the Lessee undertakes to pay the Lessor a contractual penalty in the amount of PLN 10,000.00 (in words: ten thousand zlotys) for each identified breach within 20 days from the date of receipt request for payment from the Lessor. However, the notification sent to the Lessee's address indicated in this Agreement's header shall be deemed effectively delivered.
 15. If the Lessor intends to carry out a periodic inspection referred to in sec. 1 point 10 of this section, the Lessor shall inform the Lessee in writing or by e-mail within two weeks in advance. The inspection shall be carried out at least twice a year in March and August with the participation of both parties' representatives, and the Lessee's failure to appear will not be an obstacle to its performance. The parties will draw up a report from the inspection, specifying the inspection and removal date's irregularities.
 16. The Lessor will draw up a report on the ad hoc control activities, identifying any abnormalities.
 17. Suppose the Lessee fails to remove the irregularities found during the periodic inspection or ad hoc inspection within the prescribed period. In that case, the Lessor shall be entitled to remove them on his own, at the expense and risk of the Lessee. The Lessee shall be obliged to reimburse the Lessor for the costs incurred by him to remove the irregularities within 14 days from the date of receipt of the payment demand.

§ 8.

1. Additionally, due to the Agreement no. 2019/0050/0338/SubA/DIS/S/18 concluded by the Lessor with the State Treasury - the Minister of Sport and Tourism concerning co-financing from the Physical Culture Development Fund an investment project under the Investment Program of particular importance for sports - 2018 edition and the Lessor's obligations, the Lessee, on the date of putting all the works covered by the above Agreement for co-financing, and falling within the scope of Investments shall be obliged to:
 - 1) provide free of charge the access to Children and Youth Training Center to the Polish Football Association (hereinafter referred to as PZPN), in accordance with the Calendar provided to the Lessee, on a priority basis,
 - a) Children and Youth Training Center
 - b) provide access to a training football pitch with a hybrid surface with a heated playing field with the dimensions of 105 x 68 m with a stand and lighting,
 - c) provide access to the training football pitch with a hybrid surface with a heated playing field with the dimensions of 105 x 68 m with lighting,
 - d) provide access to the training football pitch with a synthetic grass surface, with the dimensions of 62 x 95 m, with a pneumatic hall,

- e) provide access to two football pitches with a natural surface, with the dimensions of 105 x 66 m, with lighting,
 - f) provide access to the main field of the stadium - pitch no. 1, with the dimensions of 105 x 68 m, with heating system, hybrid surface, and lighting,
 - g) provide access to the area around the facility,
provide and access to the facility for the training purposes of the Polish Football Association, cup, league, and friendly games, including the organization of national and international sports competitions in football. Mentioned above making available free of charge does not apply to costs of the media used and cleaning, which will be settled with Tenant,
- 2) enable persons authorized by the Minister of Sport and Tourism and the Lessor to inspect the Lease Subject, in the scope specified in the Agreement mentioned above No. 2019/0050/0338/SubA/DIS/S/18. An excerpt of the provisions of the Agreement concerning the method and scope of control constitutes Annex no. 3 to this Agreement
 - 3) sublet the Subject of the lease on equal and non-discriminatory terms, which shall be determined by the Resolution of the City Council of Szczecin, to football clubs and associations whose activities involve training children or youth in football and local football clubs participating in competitions at various levels of football leagues,
 - 4) submit a report for the previous year by the end of January each year, covering the fulfillment of the responsibilities set out in points 1 and 3.
2. The Lessor shall notify the Lessee about the planned date of putting into use all works covered by the agreement mentioned above No. 2019/0050/0338 / SubA / DIS / S / 18, in writing within 30 days in advance.
 3. Additionally, under Agreement no. 2019/0050/0338/SubA/DIS/S/18 concluded by the Lessor, the Lessee declares that the sports infrastructure constituting the Subject of this Agreement shall not be used by one professional sports club for more than 80% of its time potential per year unless other entities are not interested in using this infrastructure.
 4. The Lessee acknowledges the responsibilities mentioned above under Agreement No. 2019/0050/0338/SubA/DIS/S/18 and declares that he shall not make any financial claims against the Lessor, in particular claims for damages or rent reduction.
 5. Suppose the Lessee violates the provisions of section 1 point 1 of this Agreement. In that case, the Lessee undertakes to pay the Lessor a contractual penalty in the amount of PLN 2,000.00 (in words: two thousand zlotys) for each identified breach within 20 days from the date of receipt request for payment from the Lessor. However, the notification sent to the Lessee's address indicated in this Agreement's header shall be deemed effectively delivered.
 6. Suppose the Lessee violates the provisions of section 1, points 2, and 3 of this Agreement. In that case, the Lessee undertakes to pay the Lessor contractual penalty in the amount of PLN 1,500.00 (in words: one thousand five hundred zlotys) for each identified breach, within 20 days from the date of receipt of the request for payment from the Lessor. However, the notification sent to the Lessee's address indicated in this Agreement's header shall be deemed effectively delivered.
 7. Suppose the Lessee violates the provisions of section 3 of this Agreement. In that case, the Lessee undertakes to pay the Lessor contractual penalty in the amount of PLN 5,000.00 (in words: five thousand zlotys) for each identified breach within 20 days from the date of receipt of the request for payment from the Lessor. However, the notification sent to the Lessee's address indicated in this Agreement's header shall be deemed effectively delivered.
 8. Additionally, if the Lessee violates the provisions of section 1 points 1, 2, 3, and sec. 3 of this section, the Minister of Sport and Tourism will impose a contractual penalty on the Lessor for violating the provisions of the Agreement referred to in sec. 1, the Lessee undertakes to cover

the full amount of the loss incurred or necessary to be incurred by the Lessor. The payment will be made within 30 days from the date of receipt by the Lessee of the payment request. However, the notification sent to the Lessee's address indicated in this Agreement's header shall be deemed effectively delivered.

§ 9.

1. The transfer of rights and obligations of the Lessee under the Agreement to a third party requires the written consent of the Lessor, otherwise null and void.
2. Handing over the Subject of the lease in whole or in part for sublease, rent, or use in any form, free of charge or against payment, requires prior written notification to the Lessor. Such notification shall not be required if part of the lease's Subject is sub-leased, rented for use in any form, to the entities referred to in §8 section 1 points 1 and 3 of the Agreement and in case of short-term (up to 3 days) subleasing of catering pavilions for the duration of matches, sports and entertainment events.

§ 10.

1. The Lessee undertakes to maintain the property described in §1 of this Agreement in a condition suitable for the agreed use and to keep it in such a condition throughout the lease duration.
2. The Parties agree that any outlays made by the Lessee on the Subject of the Lease shall become the Lessor's property without the obligation to return them in kind or pay their equivalent; therefore, the Lessee waives any claims against the Lessor in this respect.
3. The Lessee is liable for any damage to persons and property resulting from his business activity on the Subject of the Lease, including in particular damage to the Subject of the Lease, as well as for events taking place in the area covered by the Subject of the Lease, therefore the Lessee is obliged to present a civil liability insurance policy for the business activity conducted, with the guarantee amount not less than PLN 5,000,000.00 (in words: five million zloty) for one and all events during the insurance period, with the extension by:
 - 1) civil liability for damage to real estate used by the insured on the basis of a rent, lease, lending or other agreement of a similar nature with a liability limit not less than PLN 5,000,000.00 for one and all events during the insurance period;
 - 2) civil liability for damage caused to movable property used by the insured under a rent, lease, lending, leasing or other agreement of a similar nature with a liability with limit not less than PLN 1,000,000.00 per one and all events during the insurance period;
 - 3) civil liability for damage to things in the insured's custody, under supervision or control, consisting in their damage, destruction or loss, regardless of the source of indemnity obligation (delict, non-performance or improper performance of an obligation) with the limit of liability not less than PLN 1,000,000.00 per one and all events during the insurance period.
4. The Lessor is obliged to cover amounts not recognised by the insurer, own shares and franchises, as well as the limits of liability exhausted up to the full amount of the injured party's claim or the liquidation of the damage.
5. The requirement to conclude an insurance agreement will be deemed fulfilled if the Lessor, on the day of signing the Agreement at the latest, submits a civil liability insurance policy, which will be comply with the provisions of paragraph 1, together with a confirmation of payment of due insurance premium instalments.
6. The Lessor is obliged to maintain civil liability insurance, meeting the mentioned above conditions, throughout the term of this Agreement. At the same time, in the event of expiration of the civil

liability insurance during the Agreement, the Lessee is obliged, not later than 7 days before the expiry of the insurance period, to submit to the Lessor, a civil liability insurance policy for the next period. At each request of the Lessor, the Lessee submit confirmations of payment of all due insurance premiums.

§ 11

1. The Agreement may be terminated before the term's expiry for which the parties' mutual agreement concluded it.
2. The termination of the Agreement will be made in writing; otherwise, it is regarded as null and void.
3. The Lessor has the right to termination of this Agreement with a three-month notice period if the Lessee:
 - 1) violates the provisions of §7 section 1 points 1, 3-14, sec. 2 and §8 section 1 point 4 of this Agreement and despite a written reminder sent by the Lessor and giving an additional 30-day period for compliance with the Agreement, the Lessee will not abandon or repair this breach,
 - 2) transfer to a third party any rights or obligations arising from the content of this Agreement, or give the Subject of the lease, in whole or in part, for sublease, use or use in any form, free of charge or for a fee, violating the provisions of §9 of this Agreement and despite a written warning by The Lessor and the appointment of an additional 30-day period for compliance with the Agreement, will not abandon or remedy this breach,
 - 3) in the event of putting the Lessee into liquidation,
 - 4) in the event of initiating bankruptcy proceedings against the Lessee.
4. The Lessor has the right to termination of this Agreement without the notice period if the Lessee:
 - 1) is in delay with the payment of the lease rent for two full payment periods and, despite the Lessor's written request for payment and despite setting an additional 30-day period for the payment period, still failed to pay arrears,
 - 2) fails to submit notarial deeds with the content and within the period specified in § 13 section 1 and 2 of this Agreement,
 - 5) violates the provisions of § 7 sec. 1, point 2, sec. 4, 6, and § 8 sec.1 points 1-3 and sec. 2, and despite a written reminder sent by the Lessor and giving an additional 30-day period for compliance with the Agreement, the Lessee will not abandon or repair this breach.

§ 12

1. After the end of the lease (regardless of the form of its termination), the Lessee shall be obliged to:
 - 1) if the Lessor decides to retain the improvement outlays made on the Subject of the lease, remove from the Subject of lease all movable property belonging to the Lessee, arrange the Subject of the lease and hand it over to the Lessor in a state free of persons and things within one month from the date of expiry or termination of the Agreement,
 - 2) if the Lessor decides to remove the improvement outlays made on the Subject of the lease during the term of this Agreement, restore the Subject to the previous state, i.e., remove the improvement outlays made during this period on the leased Subject and give it back to the Lessor in an orderly condition, free from persons and things within two months from the date of expiry or termination of the Agreement.
2. The Lessor shall notify the Lessee about the selection of the rights specified in sec. 1 in writing within 14 days from the date of expiry or termination of the Agreement.

3. For the avoidance of doubt, the Parties declare that the Lessor is also entitled to retain some of the Lessee's improvements; otherwise, the Lessor shall demand that the Lessee restore the Lease's Subject to the previous state or another state agreed between the parties in writing.
4. From the date of termination of this Agreement to the expiry of the period referred to in sec. 1-The Lessee shall be obliged to pay the Lessor a remuneration for non-Agreementual use of the Subject of the Lease in the amount equal to the gross rent for the last month of the term of the Agreement.
5. If the Lessee will not hand over the Subject of the lease within the period specified in sec. 1, he shall be obliged to pay a fee to the Lessor for each month for the non-Agreementual use of the Subject of the Lease in the amount of twice the rent rate from the last full month of the Agreement (including a tax on goods and services).
6. If the Lessor suffers damage exceeding the remuneration referred to in sec. 5, he has the right to claim supplementary compensation.
7. If the Lessor determines that the Lessee has made outlays or improvements on the Subject of the lease without obtaining the prior written consent of the Lessor, the Lessee, at the Lessor's request, will be obliged to remove the outlays and improvements made in this period on the Subject of the Lease, including demolition of buildings and structures erected on the ground and hand it over to the Lessor in a state free of persons and things, within two months from the date of expiry or termination of the Agreement.
8. If the Lessee fails to fulfill the obligation referred to in sec. 1 point 2 and in sec. 7 of the Agreement within the period indicated therein, the Lessor shall have the right to demolish the improvement expenditures left by the Lessee on the Subject of the Lease, including construction facilities, on their own and to charge the Lessee with the costs incurred on this account, which the Lessee shall be obliged to cover within the period specified in the Lessor's request, but not shorter than 30 days.
9. If the Lessee leaves any property belongings, the Lessee authorizes the Lessor to store these points for one month at the Lessee expense and risk. After this period, the Lessee authorizes the Lessor to dispose of the Lessee's points at his discretion. The Lessee shall bear the costs related to such proceedings and all related risks.

§ 13.

1. To secure the implementation of this Agreement's provisions, the Lessee shall submit himself to voluntary enforcement in the form of a notarial deed pursuant to Art. 777 §1 point 5 of the Code of Civil Procedure, to the amount of PLN 300,000.00 (in words: three hundred thousand zlotys). The notarial deed referred to in the preceding sentence shall include the Lessee's declaration of submission to enforcement pursuant to Art. 777 § 1 point 5 of the Code of Civil Procedure and consent that the Lessor shall execute on the basis of this Act for the whole or part of the claim, where the event which determines the performance of the obligation is a failure to perform any of the obligations under §5, §6, §7 section 9,10,11,12,13,14,17, §8 sec. 5, 6, 7.8, and §10 sec. 3, §12 sections 4, 5, 6, 8, 9, of the Agreement and ineffective expiry of a period of at least thirty days from receipt of a written request for voluntary performance. However, the Lessor may apply for giving this Act an enforcement clause until 31 December 2024.
2. The Lessee shall submit himself to voluntary enforcement in the form of a notarial deed pursuant to Art. 777 § 1 point 4 of the Code of Civil Procedure as to the transfer of the Subject of the Lease to the Lessor. The notarial deed referred to in the preceding sentence shall include the Lessee's declaration of submission to enforcement regarding the release of the Subject of the lease free from persons and things representing his rights pursuant to Art. 777 § 1 point 4 of the Code of Civil Procedure, subject to the performance of the obligation depends is the termination of the lease

agreement by either Party or its dissolution, expiry or termination by the parties and the ineffective expiry of a period of at least 30 days from the receipt by the Lessee of a written request for a voluntary issue of the Subject of the Lease.

3. The Lessee undertakes to deliver the notarial deeds referred to in sec. 1 and 2, to the Lessor within 10 days of the conclusion of the Agreement.

§ 14.

1. The Parties agree that any amendments to this Agreement shall be made in writing, or otherwise deemed null and void, subject to the provisions of §1 section 3,4,5 of the Agreement.
2. For matters not regulated by this Agreement, the provisions of the Civil Code shall apply.
3. Any disputes arising from this Agreement will be settled by the court competent for the Lessor's seat.

§ 15

If some of the provisions of the Agreement are or become incomplete or ineffective, this will not affect the validity or effectiveness of the Agreement in its remaining part. In this case, the contracting parties are obliged to replace an incomplete or ineffective provision with legally effective regulation that will be or will be closest to the purpose and economic intent.

§16

1. The Parties agree on the following correspondence addresses:
 - 1) the Szczecin Commune – ul. Mariacka 25, 70-546 Szczecin;
 - 2)
2. All statements, notifications, or requests between the Parties shall be made in writing and delivered to the other Party in person, by courier, or by registered mail with a written acknowledgment of receipt to the Parties' addresses specified in the sec. 1 above.
3. The Parties are obliged to notify each other in writing on any change in their addresses referred to in sec. 1 above, under pain of recognition as served, of the correspondence sent to the current address. Changing the address in the mode mentioned above does not constitute an amendment to the Agreement and does not require an annex.

§ 17

1. The Lessee agrees to the storing and processing of personal data to perform this Agreement in accordance with the Data Protection Act.
2. The Lessor declares that the Lessee's data shall be processed solely for the purpose of performing this Agreement. The Lessor will not disclose the data to other entities and natural persons unless they are obliged to disclose the results from applicable legal provisions.
3. This Agreement constitutes public information within the meaning of Art. 1 of the Act of 6 September 2001 on Access to Public Information and is subject to disclosure under the Act.
4. According to Art. 13, Par. 1 and 2 of GDPR, the Organiser notifies that:
 - 1) the Building and Communal Housing Management Department in Szczecin is a controller of personal data of natural persons (entrepreneurs), natural persons representing an the Lessee;
 - 2) personal data will be processed under Art. 6, Par. 1(c) of GDPR for the purpose and in the scope concerning implementation of the agreement;

- 3) the recipients of personal data will be the individuals or entities to which this agreement will be made available on the basis of the legislation in force and the provisions of the agreement relating to the Leased Property;
- 4) personal data will be stored for 4 years from the date of end, termination or expiration of this Agreement
- 5) personal data will be stored until archiving the documentation – in the scope defined in regulations on archiving;
- 6) according to Art. 22 of GDPR, the decisions made about the personal data will not be automated;
- 7) a natural person being the data subject has the right to:
 - a) under Art. 15 of GDPR, access the above-mentioned personal data;
 - b) under Art. 16 of GDPR, to correct the above-mentioned personal data;
 - c) under Art. 18 of GDPR, the right to request the controller to limit the processing of personal data.
 - d) to file a complaint to the President of the Personal Data Protection Office when the processing of personal data violates the provisions of GDPR.
- 8) a natural person who is the subject of data does not have the right to:
 - a) the right to transfer personal data mentioned in Art. 20 of GDPR;
 - b) under Art. 21 of GDPR, the right to file an objection to the processing of personal data because the legal basis for the processing of personal data is given in Art. 6(1)(c) of GDPR.

§ 18.

This Agreement has been drawn up in four counterparts, one of which is given to the Lessee.

LESSEE

LESSOR