

LEASE AGREEMENT FOR TANGIBLE STATE ASSETS

_____ 2023 No. 3K-23-_____
Vilnius

State Enterprise Lithuanian Airports Vilnius Branch, acting on behalf of the State Enterprise Lithuanian Airports (registered office address Rodūnios kel. 10A, Vilnius, legal entity code 120864074), hereinafter referred to as the Lessor, represented by the Head of Commercial Department, Gintarė Norvilaitė-Tautevičė, acting in accordance with the order No. 1R-170 of 8 November 2022,

and

Private Limited Liability Company (UAB) _____, registered office address _____, legal entity code _____, hereinafter referred to as the Lessee, represented by the Head _____, acting in accordance with the Company's Articles of Association,

hereinafter referred to as the Lessor and the Lessee, collectively referred to as the Parties, and individually referred to as a Party, in accordance with the Protocol of the Commission Meeting of the Public Tender for Lease of State Tangible Assets No. 2K-23-__ held on ___ of _____ in 2023 (hereinafter referred to as the Tender), have concluded the following Lease Agreement for Lease of State Tangible Assets (hereinafter referred to as the Agreement):

1. Terms of the Agreement

1.1. For the purposes of this Agreement, capitalised terms shall have the following meanings, unless a different meaning is given to a term by expressly identifying it in the text itself:

1.1.1. *Building* – the object of immovable property described in Clause 2.1 of the Agreement - a multi-storey car storage facility, the main purpose of which is Garages, address Rodūnios kel. 1, Naujininkai eldership, Vilnius city (plan marking 1G3/p, unique No. 4400-5232-9532))

1.1.2. *Outdoor Parking Lot* – the immovable property described in Clause 2.1 of the Agreement and identified graphically in Annex No. 2 to this Agreement.

1.1.3. *Part of the Building used by the Lessor* – the part of the Building used by the Lessor for commercial activities and not included in the leased area of the Agreement, as described in Clause 6.2.2.22 of the Agreement, and identified graphically in Annex No. 6 to this Agreement.

Considering that the Part of the Building and the Outdoor Parking Lot are operated by a single entity, share a common service system and overlap some of the requirements, for the sake of simplicity, the Part of the Building and the Outdoor Parking Lot shall be referred to as a single term the Parking Lot, unless otherwise specified in the text.

1.1.4. *Parking Lot access* – the freely accessible area around the Outdoor Parking Lot and the Building, consisting of pedestrian sidewalks, canopies, bicycle paths, entrances and exits to/from the Building/Outdoor Parking Lot, green lawns, and any other areas that fall within the cadastral boundaries of the Parcel, as identified graphically in Annex No. 2 of this Agreement.

1.1.5. *Parking* – pre-arranged vehicle stopping for a longer period of time than is necessary for boarding passengers or loading the vehicle, in order to safely leave the vehicle in the territory of Vilnius Airport for the duration of the scheduled journey or for any other purpose.

1.1.6. *Passenger cars* – motor vehicles included in the classes M1, N1 and category G of the Order of the Head of the Lithuanian Transport Safety Administration No. 2B-479 of 2 December 2008 Regarding the Approval of the Categories and Classes of Motor Vehicles and their Trailers according to the Construction Requirements.

1.1.7. *Electric car* – motor vehicle equipped with a powertrain having at least one non-external energy converter with an electrically rechargeable energy storage system that can be charged externally.

1.1.8. *Electric vehicle charging point* – an EV charging point that can charge one EV at a time, or a device that can swap the battery of one EV at a time.

1.1.9. *High-power charging point for electric vehicles* – electric vehicle charging point with an electric power output of more than 49 kW but not more than 149 kW per electric vehicle.

1.1.10. *Electric vehicle charging station* – an electrical engineering installation with one or more charging ports for electric vehicles and a common user identification interface.

1.1.11. *Roadblock* – an automatic device designed to restrict access and exit to/from the Building.

1.1.12. *Automatic checkout* – an automated self-service cash register, which allows you to pay for parking services provided in the Parking Lot with cash (coins and banknotes) and bank payment cards.

1.1.13. *Escort system* – integrated system of sensors, inductive loops and electronic signs to help the customer intuitively locate a long-term parking site by visually indicating where the nearest available parking spaces are and the occupancy rate of the Parking Lot.

1.1.14. *Equipment* – equipment and technological solutions necessary for the provision of parking services at the Parking Lot, including, but not limited to roadblocks, automated checkout systems, an escort system, CCTV cameras, electric vehicle charging points, all software necessary for the provision of the services (billing, accounting, charging, user management systems), signage, and other informational tools. The Equipment shall include that part of the Equipment which is not part of the Leased Parking Lot. A list of the additional Equipment to be transferred to the Lessee is set out in Annex No. 9 to the Agreement.

1.1.15. *Number plate recognition system* – an electronic vehicle number plate recognition system, which registers and admits vehicles entering the Parking Lot, registers and admits vehicles leaving the Parking Lot.

1.1.16. *Call centre* – a centralised office controlled by the Lessee to receive calls from customers of the Parking Lot. The call centre shall provide the Parking Lot's customers with the necessary assistance in relation to the Parking Lot Facilities and their use for the Services, information about the services provided at the Parking Lot and any information relating to the services provided at the Parking Lot.

1.1.17. *Online shop* – a website dedicated to the sale of on-site parking services, allowing users to view, select, order and pay for on-site parking services online or otherwise.

1.1.18. *Parking services search engine* – the website www.vno.lt of the Lessor, where you can search for and order the parking services provided on the Parking Lot. The parking services search engine is linked to the Lessee's online shop. The parking search engine shall be automated and shall regularly update offers and information about the services provided on the Site in an interactive manner.

1.1.19. *Mobile app* – a mobile application managed by the Lessee, where users can pay for parking services in the Parking Lot.

1.1.20. *Ordinary repair* – the renovation of the existing Outdoor Parking Lot, the Building and the Parking Lot accesses, as well as the Equipment, without reconstruction or major repairs, including, but not limited to, the routine repair of deteriorated pavements (top layer), the repair of cracks in pavements, and the filling of potholes, repair of sinkholes, replacement of worn-out footpath (pavement) tiles and kerbs with new ones, renovation of lawns, renovation of the facade elements of the Parking Lot, fences, signage, the vehicle escort system, engineering networks and structures necessary for their functioning (e.g., rainwater catchment stairways and other elements), lighting system, fencing, stairways, elevator and other elements of the Building and Equipment.

1.1.21. *Overhaul* – the rearrangement or reinforcement of the load-bearing structures of an existing Building without altering the external dimensions of the Building in terms of length, width, height, diameter, etc., including, but not limited to, the resurfacing of the lower layers of the Building's or the Outdoor Parking Lot's coverings and underlays, and the renovation and repair of the engineering networks around the Building or the Outdoor Parking Lot and of the structures necessary for its functioning.

1.1.22. *Supplier/Contractor* – the entity(ies) that has (have) installed the Building, the Outdoor Parking Lot and the Parking Lot accesses to the order of the Lessor and/or is (are) responsible for the quality, warranty and maintenance of the aforementioned facilities and Equipment.

1.1.23. *Warranty service* – maintenance and work carried out by the Supplier/Contractor to remedy defects and hidden deficiencies as described in Article 6.698 (1) of the Civil Code of the Republic of Lithuania.

1.1.24. *Preventative maintenance* – periodic maintenance and inspection of the Equipment shall be carried out during the lifetime of the Equipment, in accordance with the manufacturer's recommendations, and according to a pre-established schedule.

1.1.25. *Technical maintenance* – maintenance, repair and replacement of Equipment shall be carried out in accordance with the Lessee's requirements and the manufacturer's instructions.

1.1.26. *Services* – parking, storage, charging of Electric Cars and other services agreed in writing in advance with the Lessor, for which the Lessee receives direct income.

2. Subject-matter of the Agreement

2.1. The Lessor, being the manager of the property under the right of trust, undertakes to transfer to the Lessee, under the established conditions and for a fee, the fixed tangible assets, namely, a part of a Multi-Storey Car Storage Facility, the main purpose of use of which is Garages, address Rodūnios kel. 1, Vilnius (marking on the plan 1G3/p, unique No. 4400-5232-9532, hereinafter also referred to as the Building), with Equipment, the total area leased being 13,319.06 sq. m (hereinafter also referred to as the Part of the Building), and an asphalt access road for serving the above-mentioned storage facility (marking on the plan b1, unique No. 4400-5322-3704), leased area 1,218.13 sq. m (hereinafter referred to as the Outdoor Parking Lot), intended for the performance of Parking Services (Annex No.

2). In the Agreement, unless indicated otherwise, the Part of the Building described in this clause and the Outdoor Parking Lot are also referred to by one common term, i.e. the Parking Lot.

2.2. The Parties agree that the leased Parking Lot shall be used exclusively for the provision of Parking Services by the Lessee. In order to use the Parking Lot for activities other than those specified in this clause, the Lessee must obtain a prior written consent of the Lessor. In addition, activities that are licensed or must be carried out in accordance with the procedure established by law, may be carried out by the Lessee on the Premises only after receiving the relevant permits and/or licenses or other mandatory documents in accordance with the procedure established by law.

2.3. The Parties agree that there are 999 parking spaces in the Building, of which 820 are transferred to the Lessee for the performance of the Lessee's Services.

2.4. The Parties agree that there are 33 parking spaces in the Outdoor Parking Lot transferred to the Lessee, 33 of which are intended for the provision of the Lessee's Services.

3. Statements and guarantees of the Parties

3.1. The Parties hereby state and guarantee to each other that:

3.1.1. A Party is a person of legal capacity to enter into or perform the Agreement in accordance with its terms;

3.1.2. The Parties have performed all acts necessary for the lawful conclusion of the Agreement, for its validity and for the performance of its terms;

3.1.3. The Agreement shall be concluded for the benefit of the Party and shall not be contrary to the interests of the Party, all decisions and approvals of the competent authorities of the Party necessary for the lawful conclusion of the Agreement, for its validity and for the performance of the terms of the Agreement have been taken and are in force, and the signatory agent on behalf of the Party is concluding the Agreement within the scope of his or her authority;

3.1.4. all authorisations and consents necessary for the lawful conclusion of the Agreement, its validity and the performance of the terms of the Agreement have been obtained and are in force;

3.1.5. by concluding and performing the Agreement, the Party shall not violate any legislation, transactions, administrative acts, court or arbitration decisions or other documents binding on the Party, or the rights or legitimate interests of shareholders, creditors or third parties;

3.1.6. there is no pending and/or threatened legal proceedings, arbitration, civil, administrative, or criminal proceedings, investigations or similar proceedings which may affect the conclusion, validity or performance of the Agreement;

3.1.7. the Agreement is concluded by means of an adhesion contract in accordance with a form of contract prepared by the Lessor, at the will of both Parties, without fraud or duress intended to induce the Parties to enter into this Agreement. The Parties have acted in good faith and in good manner towards each other; in preparing and signing the Agreement, the Parties have disclosed to each other all information known to them which is essential to the conclusion and performance of the Agreement and have not knowingly provided any misleading information to each other. The Contract has been concluded in accordance with the principles of good faith, fairness and reasonableness and the Parties are aware of all the circumstances governing the conclusion of the Agreement.

3.2. The Lessor hereby states and guarantees to the Lessee that:

3.2.1. The Lessee's right to operate the Parking Lot has not been revoked or restricted, and there are no violations or restrictions of public law that could affect the Lessee's right to operate the Parking Lot;

3.2.2. The site is not subject to any lease, mortgage, or encumbrance (other than the easement referred to in Clause 3.4). It is also not subject to any seizure or judicial or arbitration dispute. The Parking Lot is leased at the time of the conclusion of the Agreement but will be vacated by the date of handover to the Lessee;

3.2.3. Third Parties shall have no claim to the Parking Lot. The Lessor has not entered into any contracts, issued any permits or taken any other action which gives or could give third parties the right to use, possess or dispose of the Parking Lot (with the exception referred to in Clause 3.2.2 of the Agreement); there are no persons who have registered their registered office in the Parking Lot;

3.2.4. The Parking Lot shall be free of any items belonging to third Parties until the date of handover to the Lessee, the Parking Lot shall be empty unless otherwise agreed by the Parties, and the Parking Lot shall be free of any waste;

3.2.5. Upon the conclusion of this Agreement, the Lessor is not aware of any latent or hidden defects in the Parking Lot which would prevent the Parking Lot from being used for its intended purpose. It should be noted that as of the date of this Agreement, the procurement of an expert evaluation of the structure (the Parking Lot) is in progress for the purpose of identifying possible defects on the part of the Contractor of the Parking Lot and the solutions required to remedy them.

3.3. The Lessee states and guarantees to the Lessor that prior to the conclusion of the Agreement the Lessee has inspected the Parking Lot and has familiarised him/herself with the documents of the Parking Lot, the plan of the Parking Lot, the data characterising the Parking Lot, as indicated in the Central Data Bank of the Real Estate Register,

as well as with all the documents indicated in the Central Data Bank of the Real Estate Register as the basis for registration of the Parking Lot. The Lessee has assessed the legal and technical status and the actual condition of the Parking Lot and confirms that the Parking Lot fully complies with the Lessee's requirements and that the Lessee has no claims against the Lessor with regard to the legal and technical status of the Parking Lot or its actual condition.

3.4. The Lessee states and guarantees that he/she is aware that the land plot (unique No. 4400-2653-6425, cadastral No. 0101/0080:217, Vilnius City Municipality), where the Parking Lot is located, has been permanently established and registered in the Real Estate Register as a road easement (the holder of the easement - Vilnius City Municipality), which gives the holder of the easement the right to use the pedestrian path for the uninterrupted use of vehicles at all times of day and night. The Lessee, taking into account the above mentioned circumstances and the scope/content of the easement, also undertakes not to interfere with the use of the rights granted by the above mentioned road easement by the holder of the easement and/or other persons related to the holder of the easement (including, but not limited to, the satisfaction of public needs/interest), and shall not have any claims against the Lessor with respect to such easement, nor shall have any claims against the Lessee in future.

3.5. Each Party confirms that the statements and guarantees set out in Clauses 3.1 to 3.4 of the Agreement are true and accurate and acknowledges that each Party understands that the other Party is entering into the Agreement on the basis of such statements and guarantees.

4. Lease Term

4.1. The Parking Lot shall be leased for a period of **10 (ten) years** (hereinafter referred to as the Lease Term). The Lease Term shall commence on the date of delivery of the Parking Lot to the Lessee. In the event that the Lessor changes its legal form from a state-owned company (SOE) to a joint stock company (JSC) and, as a result, the lease of the Parking Lot will no longer be subject to the mandatory legal requirements for the lease of state-owned property with respect to the maximum lease term of 10 years, the Lease Term may be extended for an additional period of 10 years.

4.2. Upon expiry of the Lease Term, the Lessee, having complied with its obligations under the Lease during the entire Lease Term, shall have the right of first refusal over any other person to enter into a new Lease Agreement on the terms and conditions proposed by the Lessor for an additional term as provided in Clause 4.1 of the Agreement. The Lessee acknowledges that in the event of renewal of the lease of the Property, the total term of the Lease shall not exceed 20 (twenty) years. The Lessor shall inform the Lessee in writing at least six (6) months before the expiry of the Lease Term of its proposal to conclude a new lease for an additional term, specifying the term of the lease, the rent and any other terms of the lease which the Lessor deems relevant. The Lessee shall reply in writing to the Lessor no later than within 1 (one) month from the date of receipt of the Lessor's notice whether it agrees to enter into a lease for an additional term. If the Lessee fails to respond in writing to the Lessor within 1 (one) month from the date of receipt of the notification from the Lessor, the Lessee shall be deemed to have refused to enter into a lease for an additional term.

4.3. The Lessor shall have the right not to extend the term of the Agreement and/or not to conclude the Lease Agreement for a new term, if the Lessor has given the Lessee at least one justified written notice (claim) for breach of the provisions of the Agreement before the expiry of the Lease Term. In such case, upon expiry of the Lease Term, the Lessor shall have the right (but not the obligation) to offer the Lessee to lease the Parking Lot on the same terms and conditions or on a new term specified by the Lessor at its sole discretion.

4.4. Upon expiry of the Agreement, the Lessee shall immediately, but not later than within 3 (three) working days after the expiry of the Agreement, vacate the Parking Lot and hand over the Parking Lot (together with the Equipment, unless both Parties decide otherwise) to the Lessor in the same condition in which it was handed over to the Lessee (together with the Equipment), subject to normal wear and tear of the Parking Lot and the Equipment, and the Lessor shall accept the duly vacated Parking Lot (together with the Equipment, unless otherwise agreed by both Parties) in accordance with a Handover Acceptance Certificate to be signed by both Parties.

4.5. In the event of delay by the Lessee in handing over the Parking Lot (together with the Equipment, unless both Parties decide otherwise) in accordance with Clause 4.4 of this Agreement, the Lessee shall be obliged to pay to the Lessor the rent, other payments as specified in the Agreement and the amount of the rent as a penalty for the period of delay in handing over the Parking Lot (together with the Equipment, unless both Parties decide otherwise), as well as to compensate for all the Lessor's damages related to such delay. In the event that the Lessee is more than 30 (thirty) calendar days late in handing over the Parking Lot (together with the Equipment, unless both Parties decide otherwise) to the Lessor in accordance with Clause 4.4 of this Agreement, the Lessor shall have the right to enter the Parking Lot at any time without notice, to remove all items thereon, and to use, possess and dispose of the Parking Lot at any time at the Lessor's discretion. The Lessor shall keep the items removed from the Parking Lot and left by the Lessee in a separate room for a period of 30 (thirty) calendar days, during which the Lessee shall have the right to collect the items by prior arrangement. Upon expiry of this period and in the absence of the Lessee's arrival to

collect the property removed from the Parking Lot, the Lessor shall have the right to dispose of the items left by the Lessee without any separate notification. In this case, the Lessee undertakes to pay the costs of removal, storage and disposal of the items left on the Parking Lot within 3 (three) working days of receipt of the VAT invoice.

5. Handover and acceptance of the Parking Lot

5.1. By signing the Agreement, the Lessee is informed and understands that the Parking Lot is leased to a third party at the time of the execution of this Agreement. The Lessor undertakes to hand over the Parking Lot to the Lessee no later than 30 June 2023 in accordance with the Handover Acceptance Certificate as detailed in Clause 5.2 of the Agreement.

5.2. The Lessor shall notify the Lessee of the readiness of the Parking Lot (together with the Equipment) for handover at least 7 (seven) calendar days in advance, specifying the exact date and time of handover of the Parking Lot (together with the Equipment). The Lessee shall be obliged to arrive and take possession of the Parking Lot (together with the Equipment) to be handed over at the time specified by the Lessor, unless the Parties agree otherwise. By signing the Handover Acceptance Certificate, the Parties shall confirm that the Lessor has handed over to the Lessee, and the Lessee shall confirm that the Lessee has received from the Lessor, the Parking Lot (together with the Equipment), which is in good order and condition, meets the Lessee's requirements and is suitable for the purposes and activities specified in the Agreement.

5.3. If the Lessee does not appear at the time specified in the Lessor's written notice to sign the Handover Acceptance Certificate or refuses to sign it unreasonably, the Lessor shall have the right to formalize the handover of the Parking Lot (together with the Equipment) by means of a unilateral Handover Acceptance Certificate of the Parking Lot (together with the Equipment) by recording the condition of the Parking Lot (together with the Equipment) in photographs and/or video footage. In such case, the Lessor shall be deemed to have duly handed over the Parking Lot (together with the Equipment) to the Lessee and the Lessee shall be liable for the Rent as provided for in the Agreement and shall be obliged to pay the other fees provided for in the Agreement. If the Lessee fails to actually take possession of the Parking Lot (together with the Equipment) for more than 14 (fourteen) calendar days, the Lessor shall have the right to terminate the Agreement by giving the Lessee 7 (seven) calendar days' notice. In this case, the termination shall be deemed to be the fault of the Lessee.

6. Rights and responsibilities of the Parties

6.1. Rights and responsibilities of the Lessor:

6.1.1. During the term of this Agreement, the Lessor shall, at its own expense and effort, arrange and carry out overhaul works on the Building and the Outdoor Parking Lot if such repairs are necessary and urgent and are caused by normal wear and tear of the Building and the Outdoor Parking Lot;

6.1.2. The Lessor undertakes to inform the Lessee of any repairs to external engineering networks and communications known to the Lessor that would interfere with the Lessee's operations. The Lessor shall not be liable for disruptions to the electricity network, other engineering systems and communications if such disruptions are not caused by the Lessor;

6.1.3. In the event of faults in the electrical systems of the Parking Lot, if the Lessee proves that the faults were not caused by the Lessee, the Lessor shall be obliged to repair the faults at the Lessee's own expense, except in cases where the fault repair work is carried out by, or is obliged to be carried out by, the suppliers of the relevant energy resources and/or services;

6.1.4. The Lessor undertakes to carry out warranty maintenance of the Building, requiring the Contractor to repair any defects in the construction work, including, but not limited to, cracks in the coatings, structural damage, cracks, rust, and other damage on the facade of the Building;

6.1.5. The Lessor undertakes to maintain the Building's water, heating, security, fire protection, internet, sound systems and technical units and to carry out repairs as necessary;

6.1.6. The Lessor undertakes to carry out repairs to the water, electrical, low-current technical units and equipment located outside the Building or in the Outdoor Parking Lot, if these are not the responsibility of the relevant service providers;

6.1.7. The Lessor undertakes to maintain and repair faults arising from the operation of the elevator and automatic sliding doors, standard doors and windows, and toilet facilities in the Building;

6.1.8. The Lessee agrees that after the Lessor has carried out the maintenance and repair/renovation work referred to in Clauses 6.1.5 - 6.1.7, which are necessary due to the acts or omissions of the Lessee or the Lessee's customers, the Lessee will be invoiced for the works carried out. If the works are required as a result of the acts or omissions/negligence of the Supplier/Contractor or the Lessor or the Lessor's customers, or if the works are caused by faulty construction work on the Building or the Outdoor Parking Lot, the Lessee will not be invoiced for the works;

6.1.9. During the term of the Agreement, the Lessor shall have the right to adjust the characteristic and/or cadastral data of the Building and the Outdoor Parking Lot, i.e. the name, index, etc. of the Building and the Outdoor Parking Lot, as specified in Clause 2.1 of the Agreement and in the Real Estate Register, as well as in any documents which are indicated in the Real Estate Register as the basis for registration of the Building and the Outdoor Parking Lot. Such change/adjustment of the characteristic and/or cadastral data of the Building and the Outdoor Parking Lot shall not affect the possibility to use the Site for the purpose for which the Parking Lot is leased, and the Lessor shall ensure that this condition shall be maintained throughout the term of the Agreement. The Lessor shall inform the Lessee in writing of any changes to the data referred to in this clause of the Agreement;

6.1.10. The Lessor's responsibilities are, inter alia, further specified in Annex No. 10 to the Agreement (to the extent not otherwise specified and/or covered in the Agreement itself).

6.2. Rights and responsibilities of the Lessee:

6.2.1. Maintenance and repair of the Parking Lot

6.2.1.1. The Lessee undertakes to maintain and ensure the good condition of the Parking Lot (taking into account normal wear and tear) at its own expense and effort throughout the term of the Agreement, to take care of the Lessor's Equipment transferred to the Lessee along with the Parking Lot (including the Equipment listed in the Equipment List in accordance with Annex No. 9) and other property, including timely response to fire or break-in alarms, and strictly comply with the fire protection, sanitary, and occupational safety requirements for the Parking Lot, as well as the requirements for the use, maintenance, and repair of the Equipment as set forth by law. The Lessee shall use the Parking Lot in such a way as not to infringe the rights and interests of other users of the Building or of the structures and buildings adjacent to the Building and the Outdoor Parking Lot;

6.2.1.2. The Lessee undertakes to carry out, at its own expense and effort, throughout the term of the Agreement, regular Preventive Maintenance of the Equipment in accordance with the instructions and recommendations of the manufacturer of the Equipment, including, but not limited to, the works defined in Annex No. 7 to the Agreement;

6.2.1.3. The Lessee undertakes to maintain the Equipment at its own expense and effort throughout the term of the Agreement. The response times and requirements for the performance of the Maintenance shall be attached to the Agreement as Annex No. 8;

6.2.1.4. The Lessee undertakes to maintain and timely renew, at its own expense and effort, throughout the term of the Agreement, the fire-fighting equipment provided in the Building: the primary fire-fighting equipment (ropes, tows) for evacuation of vehicles, the evacuation plans and assembly signs for the Building, the fire-resistant materials, and the means of storage of fire-fighting equipment: holders, protective cloths, frames, etc. If, during the term of the Agreement, the need for additional equipment for these functions arises, the Lessee shall arrange for its installation at its own expense;

6.2.1.5. To the extent that this is not within the scope of the Lessor's responsibilities (Clauses 6.1.1 - 6.1.10 of the Agreement), the Lessee undertakes to organise and carry out, at its own expense and effort, throughout the term of the Agreement, the regular maintenance and management of the Building and the Equipment, fixtures and fittings or other installations therein, including but not limited to, replacing and/or refurbishing any damaged or broken (destroyed) elements of the Building, the Outdoor Parking Lot and/or the Equipment in such a way that the condition of the Building, the Outdoor Parking Lot and/or the Equipment corresponds as far as possible to the condition that existed when the Parking Lot and the Equipment were handed over to the Lessee;

6.2.1.6. During the term of the Agreement, the Lessee undertakes to carry out, at its own cost and expense, the Ordinary Repairs of the Building and of the Outdoor Parking Lot and of the accesses to the Parking Lot, in accordance with the frequency and time limits set out in Table No. 1. The Lessee shall ensure that all waste and rubbish generated during the course of the Repairs is removed upon completion of the Repairs. Table No. 1 below sets out the frequency/terms at which the Ordinary Repairs shall be carried out:

Table No. 1: Duration of Ordinary repairs to the Building, the Outside Parking Lot and the Parking Lot accesses

Terms for repairs and fault rectification	Description of works/faults
Immediately upon noticing	Cleaning up water (and its cause) in the Building, the Outdoor Parking Lot, and the access to the Parking Lot; removing damage to horizontal or vertical surfaces, including but not limited to vandalism; removing litter or construction waste left out of place.
As required, with inspections at least once a year	Horizontal and vertical marking lines and other elements are updated. The work shall be carried out

	in accordance with the terms and the materials and tools to be used, as agreed with the Lessor.
Once a year	Specially designed equipment is used to wash the surfaces of the Building, the Outdoor Parking Lot, and the Parking Lot 's access to remove any fuel or oil marks, and to check the condition of concrete structures and pavements. The work shall be carried out in accordance with the terms and the materials and tools to be used, as agreed with the Lessor.

6.2.1.7. The Lessee shall immediately inform the Lessor (verbally and in writing) of any accident or critical malfunction in the Building, the Outdoor Parking Lot or the access to the Parking Lot, the Lessor's Equipment or the engineering systems, or any malfunction of the Equipment and the aforementioned systems, and the consequences thereof, as well as the deterioration of the condition of the Parking Lot and/or the Lessor's Equipment or signs installed thereon or circumstances which may cause or are causing damage to the Parking Lot, the Equipment or the engineering systems, and to take appropriate measures to contain the accidents, malfunctions, disturbances and their consequences referred to in this clause and/or to prevent further damage. The Lessee also undertakes to remedy (remove) the said accidents or malfunctions at its own expense without undue delay, including but not limited to as defined in Annex No. 8 to the Agreement. In the event of non-performance or improper performance by the Lessee of its obligations under Clauses 6.2.1.1 to 6.2.1.9, the Lessor shall have the right to carry out the relevant works referred to in the said Clauses at its own expense without the authorization of a court, and the Lessee shall be liable to reimburse the Lessor for all costs incurred by the Lessor in doing so;

6.2.1.8. The Lessee undertakes to keep the server for storing the images transmitted by the CCTV surveillance equipment in the Building and the Outdoor Parking Lot operational for at least 14 (fourteen) calendar days during the entire term of the Agreement. Where the software used provides such capability, the Lessor shall be granted access to the server to view and download the live or recorded broadcast of the CCTV;

6.2.1.9. The Lessee shall not be reimbursed for any improvements made to the leased property, including improvements to the Equipment or additional Equipment purchased and installed;

6.2.1.10. During the entire term of the Lease, the Lessee shall be obliged to organize and carry out, at its own expense and effort, the vertical and horizontal marking of the Parking Lot, the horizontal marking of the parking spaces and the passageways, the dimensions and other technical parameters of which shall comply with the requirements set out in the Rules of the Road Traffic of the Republic of Lithuania, the Building Regulations of the Republic of Lithuania, and other legal acts. Also, during the entire term of the Lease, in accordance with the Building Regulation of the Republic of Lithuania STR 2.03.01:2001 "Structures and Territories. Requirements for the needs of people with disabilities" (or any legal act replacing it), the Parking Lot must have parking spaces for people with disabilities, marked with vertical and horizontal markings. The Parking Lot shall have a minimum of forty (40) parking spaces for persons with disabilities;

6.2.1.11. The Lessee undertakes to allow the Lessor's employees to inspect the technical condition of the Parking Lot and the Equipment, both by carrying out inspections and by providing the opportunity to review the maintenance logs or other materials in the Lessee's possession;

6.2.1.12. By signing this Agreement, the Lessee confirms that he/she will carry out the necessary technical and technological solutions at his/her own expense and effort to ensure that the average duration of the Road Barrier Ascent Cycle (from the scanning of the car number plate to the full Ascent of the Road Barrier) does not exceed 5 seconds and undertakes to provide a quarterly report on the average duration of the Ascent Cycle of the Road Barrier, which is attached to the Contract as Annex No. 4. The Parties agree that if the duration of the ascent of a barrier is longer than 3 (three) seconds due to the deterioration of its mechanism, the average cycle time of the ascent of the barrier may be longer than 5 (five) seconds; the measurement methodology: the vehicle is driven up to the barrier and a stopwatch is used to calculate the time taken for the ascent of a particular barrier, followed by the average of all the barriers on the Building and the Outdoor Parking Lot. The Lessor's representative shall be given the opportunity to participate in the measurement process (as an observer and as a car driver);

6.2.1.13. The Lessee's responsibilities are, inter alia, further specified in Annex No. 10 to the Agreement (to the extent not otherwise specified and/or covered in the Agreement itself).

6.2.2. Carrying out authorized activities

6.2.2.1. The Lessee undertakes to pay on time the Rent set out in the Agreement and any other payments due under the Agreement, including but not limited to the payments set out in Clause 7.6 of this Agreement;

6.2.2.2. The Lessee shall not sublet the Parking Lot (or any part thereof) or otherwise allow third parties to use the Parking Lot (or any part thereof). The Parties understand that the Renter's contracts with customers for parking in the Parking Lot shall not be deemed to constitute a transfer of the right to use the Parking Lot. The Lessee shall also not assign all or part of its rights and/or obligations under the Agreement, pledge or transfer the leasehold interest in the Parking Lot to any third party or otherwise encumber the leasehold interest in the Parking Lot under the Agreement, or redeem the Parking Lot (or any part of it). Breach of the rules (or any one of them) referred to in this clause shall constitute a material breach of the Agreement;

6.2.2.3. The Agreement does not entitle the Lessee to register at the address of the Parking Lot its own or its branches, representative offices or subsidiaries, as well as the offices of its customers or other related persons;

6.2.2.4. The Lessee shall have the right to install, at its own expense, appropriate signs, advertising stands or other displays on the Parking Lot (inside and outside) in accordance with the procedure defined by law, only after obtaining the Lessor's prior written consent and all necessary consents or permits from the relevant authorities. Upon expiry of the Agreement, the Lessee shall remove all and any signs, advertising stands or billboards erected by the Lessee in accordance with the provisions of this clause on the Parking Lot (inside and outside the Parking Lot) at the Lessee's own expense no later than within three (3) business days. If the Lessee fails to remove the said signs, advertising stands or billboards within the prescribed time, the Lessor shall have the right to remove them at its own cost and expense, and the Lessee shall be obliged to reimburse the Lessor for all of the Lessor's costs incurred in doing so;

6.2.2.5 The Lessee shall duly maintain the Equipment received from the Lessor and necessary for the activities referred to in Clause 2.2 and, in the event of any additional need, or in the event of a breakdown of the existing Equipment, install and/or replace it with appropriate or better Equipment (including, but not limited to, new barriers, a parking metering system, a parking assistance system or parts of a parking assistance system, a payment point of sale system etc.). Any changes or upgrades to the Equipment must be agreed in writing in advance with the Lessor;

6.2.2.6 The Lessee shall commence the activities referred to in Clause 2.2 of the Agreement on the Parking Lot no later than 30 (thirty) calendar days from the date of handover of the Parking Lot to the Lessee, and shall continue to carry out such activities uninterruptedly throughout the Term of the Agreement. If the Lessee fails to commence the activities referred to in Clause 2.2 of the Agreement within the period specified in this Clause, or if the Lessee suspends/terminates the activities on the Parking Lot for a period exceeding 7 (seven) calendar days without the Lessor's written consent, then the Lessor shall have the right to terminate the Agreement in accordance with the procedure set out in Clause 9.4;

6.2.2.7 By signing this Agreement, the Lessee confirms that prior to the commencement of the activities referred to in Clause 2.2 of the Agreement on the Parking Lot, the Lessee shall, at its own cost and effort, install the necessary technological solutions, perform the necessary integrations and install the additional equipment necessary for the performance of the activities, after having agreed the design of the additional equipment with the Lessor;

6.2.2.8 By signing this Agreement, the Lessee confirms that in the course of the activities referred to in Clause 2.2 of the Agreement, the Lessee will ensure that information on the rates for the parking services provided in the Parking Lot will be made available to the customers prior to the entrance to the Parking Lot by visual, clearly visible means in both English and Lithuanian languages. The rates must be displayed without any hidden surcharges, clearly indicating the rate per unit of time and the name of the service provider (i.e. the Lessee). The service rules, invoicing procedures, the telephone number of the Call Centre, the name of the service provider (i.e. the Lessee), billing instructions, information on how to contact the customer service and other information necessary for customers must also be displayed in Lithuanian, English and Russian;

6.2.2.9 By signing this Agreement, the Lessee confirms that parking services will be provided at the Parking Lot on a 24-hour basis, every day, for the duration of the Lease Term. In the event of a breakdown of the Equipment on the Parking Lot, the Lessee shall place a notice in a prominent place visible to the customers indicating that the Equipment on the Parking Lot is defective and where the customer should go for assistance. Failure to rectify a critical (failure levels as defined in Annex No. 8) failure of the Equipment for more than 24 hours, the Lessee shall ensure the provision of the Parking Service and allow customers to use the Parking Lot where the Equipment is faulty by means of a "live" service, i.e. ensuring that an employee of the Lessee (or a third party representative under the control of the Lessee) will admit customers to the Parking Lot, check them in, ensure payment is possible, and upon payment of the customer's account, will release the customer from the Parking Lot and take all other necessary steps to ensure that the service is provided in a satisfactory and full manner;

6.2.2.10 The Lessee confirms by signing this Agreement that prior to commencement of the activities referred to in Clause 2.2 of the Agreement, the Lessee shall install (or adapt the existing Call Centre) by its own means and efforts and shall ensure the continuous operation of the Call Centre throughout the term of the Agreement. The Call Centre shall be open and available to serve the customers of the Parking Lot every day, 24 hours a day. The telephone number of the Call Centre must be displayed at all locations in the Parking Lot which are clearly visible to the customers, near the entrance and exit barriers and on the Automated Checkouts. Communication with the Call Centre

must also be provided via intercoms on the Equipment. Calls to the Call Centre must be available from all mobile networks operating in Lithuania. Only one telephone number must be provided for calls to the Call Centre, for calls made from all mobile operator networks operating in Lithuania. The Call Centre must be able to serve customers in Lithuanian, Russian and English. Calls to the Call Centre may not be charged at special fixed rates - calls to the Call Centre must be free of charge to the customer or charged at the customer's mobile operator's customer rate. The quality of the call centre performance must meet the following quality requirements: 80/20 (80% of the time the call is answered within 20 seconds of the customer's choice, i.e. after an IVR message; IVR - automated voice response functionality. Interactive Voice Response (IVR)); provide the ability to manage incoming calls from the customer: answer the call, distribute calls according to choice, queue if the company's employees' telephones are busy, receive a voice message or send an e-mail with the number of the customer who called in the event of the call not being answered; no more than 5 % of unanswered (dropped) calls (counting the number of those who have not been answered by the customer who have listened to the IVR message and have selected the menu). Indicators must be measured and reported at least quarterly for all months in a quarter. It must also be possible to record the waiting time for each call and report on the percentage composition (number of calls answered with a waiting time of up to 1 min, up to 2 min and longer). The target is given in the table below. The quality requirements must be met every day, 24 hours a day. The Lessee undertakes to monitor the quality of the Call Centre Operator and to provide the Lessor with a report on the quality indicators on a calendar quarterly basis, reflecting the call waiting statistics and the number of unattended (dropped) calls. The report shall be attached to the Agreement as part of Annex No. 4;

Seq. No.	Percentage of calls	Waiting time
1.	80%	Up to 20 seconds
2.	12%	Up to 1 minute
3.	7%	Up to 2 minutes
4.	1%	More than 2 minutes

6.2.2.11. By signing this Agreement, the Lessee undertakes to investigate any complaints from the Lessor's customers regarding the services provided at the Parking Lot, to carry out a thorough investigation of the circumstances referred to in the complaints and to inform the Lessor in writing of the possible reasons for the complaint and the steps to be taken to prevent similar complaints (if justified) in the future. The Lessee shall take all the actions referred to in this clause immediately, but not later than within 3 (three) working days of receipt of the complaint. In the event that valid complaints from customers of the Parking Lot regarding the same matter are received periodically and the Lessee does not take measures to resolve the problems identified by the customers, the Lessor shall have the right to oblige the Lessee, in writing, to take the measures specified by the Lessor in order to ensure that the problem identified by the customers does not recur. In the event of non-compliance by the Lessee with the Lessor's instruction, which shall in all cases take at least 10 (ten) calendar days to be carried out, the Lessor shall be entitled to claim a fine of EUR 300 (three hundred euros) for each such case. For the sake of clarity, it is noted that a valid complaint shall be deemed to be a complaint by the Customer regarding the quality of the services provided, the speed of service, the poor functioning of the Parking Lot or the Equipment, the provision of erroneous information, or the submission of an erroneous bill;

6.2.2.12. By signing this Agreement, the Lessee confirms that by carrying out the activities referred to in Clause 2.2 of the Agreement, the Lessee will ensure that during the entire term of the Lease, the time used in the Equipment will be accurate to within minutes of the time used in the official time zone of the Republic of Lithuania;

6.2.2.13. The Parties shall, on the date of signing of this Agreement (Clause 10.6 of the Agreement), each appoint a Responsible Person(s) authorized to communicate with the Responsible Person of the other Party in relation to matters concerning the use of the Parking Lot and the performance of this Agreement, and to give and receive any notices or information, and shall provide the other Party's contact details to each other in writing. The Responsible Person shall be reachable by telephone at the telephone number indicated on weekdays between 8.00 a.m. and 5.00 p.m. In the event of a change in the designated responsible person, the Party shall immediately inform the other Party in writing, within 3 (three) working days at the latest, indicating the contact details of the newly designated responsible person. The Lessee shall also provide a contact person(s) who can be reached at any time of the day or night;

6.2.2.14. During the entire term of the Lease, the Lessee undertakes, at its own expense, to keep the Building, the Outside Parking Lot and the accesses to the Parking Lot clean and tidy, i.e., to install bins for sorting rubbish (mixed, plastic, paper) in the Building and the accesses to the Parking Lot on each floor, at convenient and visible places for passengers; regularly, but at least once a month, during the warm season, mechanical cleaning of the Building, the Outdoor Parking Lot and the forecourt, and during the cold season, in the event of an accumulation of

more than 50 mm of dry snow or 30 mm of wet snow, regular snow cleaning of the Outdoor Parking Lot, the forecourt and the forecourt roof; at all times of the year, daily mechanical collection of rubbish from the pavement of the Building, the Outdoor Parking Lot and the accesses to the Parking Lot, and at least daily emptying of the rubbish bins in the Building, the Outdoor Parking Lot and the accesses to the Parking Lot; regular cleaning of the rainwater harvesting grates; and at least monthly cleaning of the exterior of the Facilities. During the cold season, the Lessee must ensure snow removal from the Building, the Outdoor Parking Lot and the access to the Parking Lot. The Lessee shall not store snow in the Building, the Outdoor Parking Lot and the access to the Parking Lot, i.e., there shall be no accumulation of more than 2 cubic meters of snow in the Building, the Outdoor Parking Lot and the access to the Parking Lot; the Lessee shall ensure regular maintenance of the grass and other vegetation during the warmer season (cutting, mowing, watering). The Lessee undertakes to collect and sort waste in accordance with the instructions and/or recommendations given by the Lessor;

6.2.2.15. Throughout the Lease Term, the Lessee shall, at its own expense, ensure that luggage trolleys (hereinafter referred to as Luggage Trolleys) are permanently available for use in the Building, the Outdoor Parking Lot and the access to the Parking Lot. The Lessee shall arrange for the regular collection of Luggage Trolleys at the Building and replenishment in accordance with the seasonal flight schedule. The Lessee undertakes to arrange for the collection from the Building or the Outdoor Parking Lot of excess trolleys that no longer fit into the luggage trolley rack in the Building or that are left in other areas of the Building or the Outdoor Parking Lot that are not suitable for the storage of trolleys, and to return them to the storage racks for luggage trolleys in the vicinity of the Passenger Terminal, once a day, in the early morning hours of the day;

6.2.2.16. Throughout the Lease Term, to the extent provided for in this Agreement, the Lessee agrees that the Building, the Outdoor Parking Lot and the Parking Lot accesses shall be subject to live inspection by the Lessee's security officer at least 1 (one) time per day during daylight hours (i.e. between 8 a.m. and 4 p.m.), and at least 2 (two) times during the hours of darkness (i.e. between 4 p.m. and 8 p.m.);

6.2.2.17. Taking into account that the amount of the Rental Fee (indexation of the Rental Fee) is linked to the amount of the income generated by the Lessee from the activities carried out on the Parking Lot, the Lessee undertakes to pay the Rental Fee to the Lessor upon the Lessor's written request, not later than within 5 (five) working days from the date of the Lessor's written notification, to enable the Lessor or its authorized person to carry out a financial audit of the Services provided on the Parking Lot within the period specified in the Lessor's letter, i.e. to provide the Lessor with detailed information on the sales of the Services provided on the Parking Lot, including but not limited to, to allow remote or other access to the software used by the Lessee to view the events on the Parking Lot (customer entries and exits by date, time and vehicle registration number, contracted customer, method of payment, amount paid) and to provide all information necessary for the fulfilment of the Lessor's right to do so, provide copies of any contracts, agreements or invoices for the Services provided on the Parking Lot, automated cash register reports (interim cash status, daily, monthly and yearly reports, copies of collections and cash book, logins to online and mobile sales reports, and the Lessee's profit and loss statements). The Parties agree that the Lessor shall not abuse this right, i.e. the Lessor shall have the right to carry out a financial audit of the Services provided on the Parking Lot (hereinafter referred to as the Audit) no more than four (4) times a year, unless the Lessor's Audit reveals that the Lessee has provided incorrect data. In such case, the number of Audits shall be unlimited and the Lessor shall have the right to request monthly documentation supporting the Lessee's turnover. If the Lessee provides the Lessor with incorrect data on the sales of the Services provided on the Site, the Lessee shall pay to the Lessor, at the Lessor's request, a fine in the amount of EUR 3,000 (three thousand Euros). The Lessor warrants that the information obtained during the Audit shall be used solely for the purpose of monitoring the performance of the Agreement and shall not be disclosed to any third party (disclosure of information shall not be deemed to include the disclosure of information to a court dealing with disputes arising out of the Agreement, if any, or to the Lessor's legal or financial advisors defending its interests etc.). In the event that the Lessor, following an Audit, identifies discrepancies between the data provided in the Lessee's accounts and the financial results of the Audit, the Rent shall be recalculated in accordance with the results of the Audit for the months for which the data of the Audit and the accounts do not correspond. The Lessee undertakes to pay to the Lessor the difference between the Rent paid and the recalculated Rent no later than the month following the determination of such results. No separate written agreement shall be made for the payment of the unpaid portion of the Rent, but the Lessor shall inform the Lessee of the due portion of the recalculated Rent by a written notice together with the information supporting the Lessor's calculations;

6.2.2.18. Once the Lessor has installed an electronic system for recording the sales data of all Lessees, the Lessee shall, at the Lessor's request, provide the Lessor with the possibility to obtain real-time data from the Lessor's accounting system about the trading on the Parking Lot. Data exchange shall be implemented using REST, SOAP or equivalent data communication technologies based on XML or equivalent standard. Data shall be exportable in xlsx, csv or equivalent formats. The Lessee shall ensure the perfect functioning of the accounting system throughout the term of the Agreement and shall inform the Lessor at least 2 (two) working days in advance when repairing or

replacing the accounting system. Throughout the term of the Agreement, the Lessee undertakes to provide the Lessor with the sales data and other reports of the accounting equipment requested by the Lessor no later than 7 (seven) working days after the request;

6.2.2.19. The Parties agree that the Lessor shall have the right to temporarily deny the use of the Parking Lot during the Term of the Lease by giving the Lessee at least 2 (two) business days' written notice, if necessary, for security, construction work, events of national importance, or other similar reasons. If such restriction of the use of the Parking Lot lasts for more than 3 (three) hours, then, at the request of the Lessee, the Rental Fee for the current month shall be proportionally recalculated;

6.2.2.20. By signing this Agreement, the Lessee confirms that he/she has familiarized himself/herself with the Customer Service Standard of Lithuanian Airports (hereinafter also referred to as LTOU) (hereinafter also referred to as the Standard) and the Code of Ethics of the Operating Partners of Lithuanian Airports (hereinafter also referred to as the Code of Ethics). The Lessee shall comply with the Standard and the Code of Ethics in carrying out the activities referred to in Clause 2.2 and shall delegate a responsible person to participate in the Lessor's meetings on improvement of the quality of the Services and updating of the Standard, when organized;

6.2.2.21. By signing this Agreement, the Lessee confirms that no more than 2 (two) representatives of the Lessor with vehicles will have the right to enter and leave the Parking Lot free of charge for the purpose of quality control of the Parking Services during the entire Lease Term. The Parties agree that the Lessor shall not abuse this right, i.e. the Lessor's representatives shall not keep vehicles on the Parking Lot for any purpose other than for the purpose of quality control of the Services;

6.2.2.22. The Lessee is aware that the part of the Building used by the Lessor (4610.03 sq. m.), identified in Annex No. 6 to this Agreement and marked in white, is not included in the Leased Area and will be used for the Lessor's commercial activities: commercial rental of premises, provision of parking services by vehicle rental companies under long-term contracts, provision of parking services by business customers under long-term contracts, provision of parking services for employees of the Lessor. The Lessor warrants that it will only use for its own purposes the 187 (one hundred and eighty-seven) parking spaces on the ground and first floors of the Building, which will be administered by the Lessor. The Lessee, by signing this Agreement, confirms that it has no objection to the use of the Parking Lot and its Equipment for the use of the Lessor and its customers during the entire term of this Agreement and understands that the Lessee's obligations under this Agreement shall apply to the entire Building (except for the Premises, the Building, the Outdoor Parking Lot, the access to the Parking Lot and the Equipment, including the portion used by the Lessor and its customers, and shall be performed at Lessee's sole cost and effort;

6.2.2.23. The Lessee undertakes to ensure that the Lessor is able to independently administer the clients described in Clause 6.2.2.22 during the entire term of the Agreement on an as-needed basis, using the access to the software used (supplied with the Parking Lot and managed by the Lessee) provided by the Lessee;

6.2.2.24. The Lessee undertakes to ensure that during the whole period of the Agreement the Lessor's clients, as referred to in Clause 6.2.2.22 of the Agreement, will be able to contact the Lessor's Call Centre and obtain all information about the services provided by the Lessor (and its clients) in the Building: the companies operating in the Building, the services provided in the Building, how to find the Lessor's (and its clients') services, what their opening hours are. The Lessee understands that these calls are subject to the qualitative requirements described in Clause 6.2.2.10;

6.2.2.25. By signing this Agreement, the Lessee confirms that prior to commencing the activities referred to in Clause 2.2 of the Agreement, the Lessee shall take over from the Lessor (and, if necessary, install additional video surveillance equipment at its own cost and effort) video surveillance equipment that would allow the Lessee to record all vehicles entering and leaving the Building, as well as the Building and the Outside Parking Lot in general plan. By signing this Agreement, the Parties agree that the CCTV equipment will send recordings to a server operated by the Lessee. The Lessor will have the right to view the video recordings during the term of the Lease, in a manner agreed with the Lessee and subject to compliance with data protection legislation;

6.2.2.26. By signing this Agreement, the Lessee confirms that prior to commencing the activities referred to in Clause 2.2 of the Agreement, the Lessee shall, at its own cost and effort, install baggage weighing equipment in the Building (the part of the Building not leased to the Lessee) at a location agreed in advance with the Lessor and shall ensure that the equipment is in perfect working order throughout the term of the lease;

6.2.2.27. The Lessee confirms by signing this Agreement that it will, prior to the commencement of the activities referred to in Clause 2.2 of the Agreement, add the Services offered at the Parking Lot to its online shop and will ensure that it is functioning properly throughout the Lease Term, and that the Services at the Parking Lot will be offered on a par with, or better than, the offerings at the other parking lots operated by the Lessee. The sale of additional services in relation to the Parking Lot on the Online Shop is subject to prior agreement with the Lessor;

6.2.2.28. By signing this Agreement, the Lessee confirms that during the entire Lease Term, the Online Shop will be linked to the Parking Services search engine installed on the Lessor's website www.vno.lt, which will enable

the customers of the Parking Lot to view, select, order and pay for the Parking Services provided at the Parking Lot. The Lessee undertakes to ensure the proper functioning of the Online Shop and the interface to the Parking Services Search Engine throughout the term of the Lease. The Lessee shall also ensure that the price, conditions and quality of the parking services displayed in the Online Shop and the Parking Services Search Engine are identical. In the event of changes and updates to the Website by the Lessor, the Lessee undertakes to cooperate and carry out the changes and updates from its side to ensure proper integration;

6.2.2.29. By signing this Agreement, the Lessee confirms that prior to the commencement of the activities referred to in Clause 2.2 of the Agreement, the Lessee will design (customize) the Mobile Application at its own expense, so that the customers of the Parking Lot can pay for or purchase the Services purchased at the Parking Lot. The sale of additional services related to the Site on the Mobile Application shall be subject to prior agreement with the Lessor;

6.2.2.30. By signing this Agreement, the Lessee undertakes to ensure, at its own expense, that the Parking Services provided by the Lessee will be ranked in the top three results of a Google search for the duration of the Lease Term. This requirement must be met by at least 50% of the following search terms or variations thereof: "Parking at Vilnius Airport", "Parking at VNO" and etc.;

6.2.2.31. The Lessee undertakes to submit to the Lessor, at least one month before the end of each calendar year of the Lease term, a marketing plan for the following calendar year, which shall include planned marketing measures, a sales promotion action plan, planned promotions, calendar of events, connection of new sales channels, etc. The Lessor shall have the right to request that the marketing plan be amended or supplemented if the plan disproportionately allocates too few actions/measures to the Parking Lot and the Services provided therein. The Lessee shall have the right to require the Lessor to submit a marketing plan for the following calendar year, which includes an annual traffic forecast and the marketing actions (if any) to be taken in relation to the parking services;

6.2.2.32. The Lessee is aware that there are operators operating at LTOU whose activities are critical to the operation of the airport. Representatives of such companies may approach the Lessee for parking contracts, including, but not limited to, the availability of EV charging stations under long-term parking contracts.

6.2.3. Charging access for electric vehicles

6.2.3.1. The Lessee undertakes to install and operate, at its own cost and effort, EV charging points on the Parking Lot no later than 36 months from the date of handover of the Parking Lot, allowing charging of all types of electric vehicles via AC medium speed (or faster) charging points with universal connectors, sufficient to charge at least 36 cars at the same time, i.e. at least 18 EV charging points with a capacity of at least 22 kW per EV. The installation of the EV Charging Points, including but not limited to obtaining the electricity conditions from ESO, reserving the necessary power, the necessary technical works (such as the laying of cables from the electricity grid to the future EV Charging Points, etc.), the purchase and installation of the EV Charging Points and all other related works shall be at the expense of the Lessee and shall be the Lessee's responsibility.

6.2.3.2. The Lessor shall oblige the Lessee to ensure the reservation of at least 200 Kw of electrical power for all EV charging bays in the common area of the Parking Lot. The Lessor reserves the right to oblige the Lessee to increase the capacity partially or to the maximum capacity if, due to an increase in demand and a significant increase in the occupancy of the EV charging points (>50% occupancy), the charging speed is no longer satisfactory for the customers.

6.2.3.3. The Lessor shall hand over to the Lessee the existing 2 EV charging points (Annex No. 3 Handover Acceptance Certificate for State Tangible Assets).

6.2.4. Parking requirements of LTOU and LTOU's operational partners and obligations of the Lessee

6.2.4.1. The Lessee must anticipate and appreciate that the use of the Parking Lot will be provided free of charge to the employees of the LTOU and to the services of the LTOU whose activities are critical to the operations of the LTOU. The Lessee will also be required to allow the Lessor and its authorized representatives to administer the number lists of the LTOU employees and the employees of the services operating within the LTOU. The number of spaces to be made available free of charge shall not be less than 5 spaces (subject to an increase of up to 20 per cent over the 10-year term of the Lease upon 20 (twenty) calendar days' notice to the Lessee);

6.2.4.2. The Lessor shall retain the Parking Lot for its own use:

- 187 parking spaces for car rental companies and their activities;
- 10 parking spaces for LTOU employees and employees of LTOU services;

6.2.4.3. By signing this Agreement, the Lessee undertakes to enable the Lessor's partners, whose activities are critical to the operation of the Airport, to sign parking agreements. LTOU's partners include, but are not limited to, the following entities with the number of parking spaces set out below:

- At least 90 spaces for licensed ground handling companies;

- At least 10 spaces for aviation fuel supply companies;
- At least 10 spaces for on-board catering companies;
- At least 200 spaces for aircraft maintenance companies;
- At least 5 spaces for cargo service companies;
- At least 25 spaces shall be reserved for public limited company (AB) “Oro navigacija”;
- At least 35 spaces for the State Enterprise “Transporto kompetencijų agentūra”;
- At least 2 spaces for the Lithuanian Hydrometeorological Service under the Ministry of Environment;
- At least 50 spaces for airlines.
- etc.

6.2.4.4. By signing this Agreement, the Lessee undertakes to make available parking contracts for LTOU partners operating in the LTOU Multifunctional Building and having the relevant premises lease agreements to that effect, providing a minimum of 30 parking spaces with EV charging access;

- a) The Lessee is aware of and has no objection to the following for the partners: when renting 1-4 parking spaces, the Lessee's rate per space shall not exceed EUR 70/month (excluding VAT);
- b) For renting 5-15 parking spaces, the Lessee's rate per space shall not exceed EUR 65/month (excluding VAT);
- c) For renting 16-30 parking spaces, the Lessee's rate per space shall not exceed EUR 60/month (excluding VAT);
- d) For renting 30-50 parking spaces, the Lessee's rate per space shall not exceed EUR 55/month (excluding VAT);
- e) If the demand for parking spaces exceeds 50 parking spaces, the rate to be charged by the Lessee shall not exceed EUR 50/month (excluding VAT);

6.2.4.5. The Rates may be revised and indexed by agreement of the Parties.

6.2.5. Other liabilities

6.2.5.1. The Lessee undertakes to register the Agreement with the State Enterprise Centre of Registers by ___ 2023 and to inform the Lessor thereof by e-mail. Upon termination of the Agreement (on any grounds) the Lessee shall within 5 (five) working days deregister the Agreement from the State Enterprise Centre of Registers and inform the Lessor thereof by e-mail. If the Lessee fails to comply with the obligations set out in this clause of the Contract, the Lessor shall have the right to register/de-register the Agreement, and the Lessee shall be obliged to pay to the Lessor a fine in the amount of EUR 100 (one hundred euros) for the non-performance of the obligations set out in this clause of the Agreement no later than within five (5) working days from the date of the Lessor's demand;

6.2.5.2. The Lessee undertakes by signing this Agreement to take out, prior to the date of handover of the Parking Lot, third party liability insurance in the amount of at least EUR 150,000 (one hundred and fifty thousand Euros) in respect of the types of activities carried out on the Parking Lot, and to keep such insurance in full force and effect for the duration of the Lease (to the extent of the full amount of the insurance). The Lessee shall maintain third party liability insurance with a generally recognized insurance company acceptable to the Lessor and shall, at the Lessor's request, provide a certified copy of the insurance policy within 2 (two) working days of receipt of such request. If during the performance of the Agreement the Lessor requests the Lessee to provide a confirmation of the insurance company that insures the Lessee's civil liability regarding the existence of the insurance conditions referred to in this Clause of the Agreement, the Lessee shall provide such confirmation no later than within five (5) working days;

6.2.5.3. By signing this Agreement, the Lessee agrees that the Lessor or a third party selected by the Lessor shall install a Car Wash on the ground floor of the Building in the area marked in green in Annex No. 2, Part 3 of the Agreement, upon the Lessor's notice to the Lessee of at least ninety (90) calendar days. In this case, the leased area of the Parking Lot would be proportionally reduced and the operating costs would be proportionally distributed. The Lessee undertakes to cooperate with the Car Wash Operator in selecting the technical solutions required for the operation of the Car Wash and to integrate them into the Equipment or to modify or replace the Equipment, the cost of which shall be borne by the Lessor or a third party selected by the Lessor;

6.2.5.4. Failure by the Lessee to comply with any of the obligations set out in Clauses 6.2.1.1 - 6.2.5.3 of the Agreement shall be deemed to be a material breach of the Agreement entitling the Lessor to unilaterally terminate the Agreement without recourse to court and to claim from the Lessee compensation for damages in connection with the termination.

7. Rental Fee and other payments under the Agreement

7.1. The Lessee undertakes to pay to the Lessee a monthly rental fee for the entire Parking Lot in the amount of EUR _____ (_____) plus VAT (hereinafter referred to as the Rental Fee).

7.2. The Lessee and the Lessor agree that from the date of the beginning of the performance of the activities specified in clause 2.2 of the Agreement, every calendar quarter (hereinafter referred to as the Calendar Quarter) until the end of the Lease Term, no later than within 10 (ten) calendar days from the end of each Calendar Quarter, the Rental Fee for the last month of the Calendar Quarter must be recalculated in proportion to the Lessee's income received for the Parking

Services provided at the Parking Lot. The Lessee must submit to the Lessor, no later than within 10 (ten) calendar days from the end of each Calendar Quarter, the sales turnover and occupancy report of the Services provided at the Parking Lot in the previous Calendar Quarter, which shall indicate the total sales turnover of the Parking Lot for the Calendar Quarter in EUR excluding VAT and the monthly occupancy indicators of the Parking Lot (hereinafter referred to as the Report). The report form is attached to the Agreement as Annex No. 4. The Rental Fee for the last month of each Calendar Quarter shall be recalculated as follows:

7.2.1. For the first 5 (five) years of the validity term of the Agreement, the Rental Fee shall be recalculated based on the following methodology: if after performing arithmetic multiplication according to formula **QT x 70%**, the sum obtained is greater than the sum obtained by performing arithmetic multiplication according to formula **RF x 3**, the Rental Fee for the last month of the Calendar Quarter shall be recalculated according to formula **QT x 70% - RF x 2**. For the next 5 (five) years of the validity term of the Agreement, the Rental Fee shall be recalculated based on the following methodology: if after performing arithmetic multiplication according to formula **QT x 75%**, the sum obtained is greater than the amount obtained by performing arithmetic multiplication according to formula **RF x 3**, the Rental Fee for the last month of the Calendar Quarter shall be recalculated according to formula **QT x 75% - RF x 2**. The revenue from Electric Vehicle charging accesses shall be recalculated based on the following methodology: if **PECA > 0**, the Lessee shall pay the Lessor 30% of the revenue generated by the Electric Vehicle charging accesses. Otherwise, no additional fee shall be charged.

7.2.2. If after performing arithmetic multiplication for the first 5 (five) years of the validity term of the Agreement according to formula **QT x 70%**, and if after performing arithmetic multiplication for the first 5 (five) years of the validity term of the Agreement according to formula **QT x 75 %**, the obtained sum is lower than or equal to the sum obtained by arithmetic multiplication **RF x 3**, the Rental Fee for the last month of the Calendar Quarter shall not be recalculated, which means that the Lessee shall pay the Rental Fee in the amount provided for in clause 7.1 of the Agreement;

QT - turnover of sales of Parking Services provided by the Lessee at the Parking Lot in the previous Calendar Quarter in EUR excluding VAT, including, but not limited to, payments in cash, payments by bank payment cards at the Parking Lot, at the customer service office and e-shop, bank transfers under long-term contracts with customers and partners, by SMS messages, by means of smart apps, etc.

RF - the Rental Fee specified in paragraph 7.1 of the Agreement.

PECA - the profit report of the Electric Vehicle charging accesses provided at the Parking Lot in the previous Calendar Quarter in EUR excluding VAT.

For the sake of clarity, it should be said that the Rental Fee shall be recalculated from the beginning of carrying out the activities specified in clause 2.2 of the Agreement and shall continue every Calendar Quarter until the end of the Lease Term. This means that the first recalculation shall take place after the end of year 2023. The Rental Fee for the second Calendar Quarter, i.e. for June 2023 shall be recalculated in accordance with the procedure provided for in clause 7.2 of the Agreement.

7.2.3. The Lessee and the Lessor agree that a separate written agreement shall not be concluded when recalculating the Rental Fee. Based on the data of the Report, the Lessor shall recalculate the Rental Fee according to the procedure specified in clause 7.2 every Calendar Quarter and shall issue an invoice according to the procedure provided for in clause 7.3 of the Agreement.

7.2.4. In the event that the Lessee fails to submit the Report in accordance with the procedure provided for in clause 7.2 of the Agreement, the Rental Fee for the last month of that Calendar Quarter shall be calculated by adding 50 (fifty) percent to the Rental Fee specified in clause 7.1 of the Agreement. A separate written agreement shall not be concluded, but this does not release the Lessee from the obligation to submit the Report (after the Lessee submits the Report, the Rental Fee for the last month of the Calendar Quarter shall be recalculated based on the Report data). In the event that, based on the data of the Report, the recalculated Rental Fee payable for the last month of the Calendar Quarter is greater than the amount obtained by adding 50 (fifty) percent to the Rental Fee specified in clause 7.1 of the Agreement, the Lessee shall, together with the Rental Fee, pay the difference between the paid and payable Rental Fee for the last month of the Calendar Quarter. In the event that, based on the data of the Report, the recalculated Rental Fee payable for the last month of the Calendar Quarter is lower than the amount obtained by adding 50 (fifty) percent to the Rental Fee specified in clause 7.1 of the Agreement, the Lessee shall pay the Rental Fee for the last month of the Calendar Quarter calculated in this way and any difference between the paid and payable Rental Fee for the last month of the Calendar Quarter shall not be compensated. The Lessee's failure to fulfil this obligation will be considered a fundamental breach of the Agreement, giving the Lessor the right to unilaterally, without going to court, terminate the Agreement and demand compensation from the Lessee for damages related to such termination.

7.3. The Lessee shall pay the Rental Fee (as well as the Rental Fee recalculated according to the procedure provided for in the Agreement) every month according to the submitted invoice. Payments for the previous month shall be made by the last calendar day of the month in which the invoice is submitted. The payment shall be considered to have been made on time if by the end of the specified time-limit the Rental Fee is credited to the Lessor's account specified in the invoice. The Lessor shall submit to the Lessee the invoice for the Rental Fee payable for the previous month by the 12th of the following month. The Lessor shall present invoices to the Lessee only through the Lessor's electronic invoicing information system, to which the Lessee undertakes to sign up independently (to create its personal user mailbox there) no later than within 10 (ten) working days from the conclusion of this Agreement. The Lessor shall provide to the Lessee a link to the Lessor's electronic invoicing system and temporary details for registration no later than within 5 (five) working days from the date of conclusion of the Agreement by sending them to the e-mail address of the person responsible for the performance of the Agreement. If, at the time of the conclusion of this Agreement, the Lessee has already signed up to the Lessor's electronic invoicing information system, the registration steps provided for in this clause shall not be repeated.

7.4. If the rate of value added tax is changed during the validity term of the Agreement, the amount of value added tax provided for in the Agreement and to be paid by the Lessee shall be changed accordingly, and the Rental Fee shall be recalculated without making written amendments to the Agreement. If public taxes related to real estate and/or land, fees, etc., change during the validity term of the Agreement compared to the rates of taxes and fees valid on the date of signing the Agreement, the Rental Fee shall be proportionally changed by the amount of the tax change without a separate agreement.

7.5. The Rental Fee and all other payments shall be calculated from the date of transfer of the Parking Lot to the Lessee.

7.6. In addition to the Rental Fee, the Lessee shall pay all the fees specified in the Agreement, as well as the utility fees, on a monthly basis. The procedure for calculating utility fees is set out in Annex No. 1 to the Agreement. Payments for the previous month shall be made by the last calendar day of the month when the invoice is issued. The payment shall be considered to have been made on time if the payment is credited to the Lessor's account indicated in the invoice by the specified time-limit. Invoices for the provided utility services shall be submitted to the Lessee through the Lessor's electronic invoicing system, as provided for in clause 7.3 of the Agreement. The Lessor shall have the right to unilaterally change the procedure for calculating utility fees. The Lessor undertakes to notify the Lessee about the new (or changed) procedure for calculating utility fees and/or the determination of new rates no later than 30 (thirty) calendar days before the start of the application of the relevant procedure/rates, except in cases where the above-mentioned time-limit cannot be met due to reasons beyond the Lessor's control (e.g., delays by utility service providers, etc.). In any case, the procedure for calculating utility fees established by the Lessor must be based on objective, transparent and non-discriminatory criteria.

7.7. After the National Energy Regulatory Council approves new rates for utility services provided by the Lessor (rates for their components), the utility fees shall be calculated in accordance with the newly approved rates from the first day of the following month when the new rates were approved. The Lessee shall be notified about the rate changes (at the Lessor's choice) either by providing information to the Lessee by e-mail or by providing the Lessee with access to the Lessor's information system, about the procedure of using which the Lessee shall be informed by e-mail.

7.8. The initial advance payment paid by the Lessee participating in the Tender for leasing the Parking Lot (hereinafter referred as the Advance Payment) of EUR _____ (_____ ct) shall be divided into two instalments: EUR _____ (_____ ct) and EUR 20,000 (twenty thousand euro). The first instalment of the Advance Payment shall be credited towards the Rental Fee of the first months of the Lease Term, and the other instalment of the Advance Payment shall be credited towards the Rental Fee of the last month of the Lease Term (or the corresponding other period of the end of the Agreement). The Lessee must also provide to the Lessor a valid guarantee from a bank operating in Lithuania before the start of its activities on the Parking Lot that the Lessee's arrears or other losses of the Lessor arising from any circumstances (clause 8.4 of the Agreement) shall be covered for the amount of at least 3 (three) months' Rental Fee. If the Lessee refuses to provide the guarantee or is late in providing the guarantee on time, the Advance Payment shall not be credited against the Rental Fee for the first months of the Lease Term and shall remain in the Lessor's account until the Lessee provides the appropriate guarantee.

8. Liability

8.1. In the event of failure to pay the payments provided for in the Agreement on time, the Lessee shall pay the Lessor a default interest of 0.05% (five hundredths of one per cent) of the unpaid amount for each day of delay. The payment of interest shall not relieve the Lessee of its obligation under the Agreement.

8.2. The Lessee shall indemnify the Lessor against all losses incurred by the Lessor as a result of the Lessee's failure to perform or improper performance of the Lessee's obligations under the Agreement. The Lessee shall be liable for any damage caused to the Building, the Outdoor Parking Lot or the access to the Outdoor Parking Lot due to the fault of the Lessee's employees, customers or guests.

8.3. The Lessor shall indemnify the Lessee against all damages incurred by the Lessee as a result of the Lessor's failure to perform or improper performance of the Lessor's obligations under the Agreement.

8.4. In the event that the Lessee breaches the provisions of the Contract and the Lessor suffers losses as a result, including but not limited to the Lessee's failure to compensate the Lessor for the damages suffered by the Lessor, the Lessor shall be entitled to recover any and all amounts due by the Lessee out of the Advance or by means of the guarantee provided for in Clause 7.8 of the Agreement. If the Lessor settles any indebtedness of the Lessee out of the Advance or by means of the guarantee provided for in Clause 7.8 of the Agreement, the Lessee undertakes to immediately pay to the Lessor an additional amount equal to the difference between the Advance and the balance after the settlement of the above amounts (indebtedness), and to provide a guarantee as provided for in Clause 7.8 of the Agreement. In the event of termination of the Agreement by the Lessor due to the fault of the Lessee, the part of the Advance shall be forfeited to the Lessee and shall be set off against the liquidated damages due to the Lessor.

8.5. The Lessor shall not be liable for the security of the Parking Lot or for the Lessee's or third parties' property on the Parking Lot.

8.6. Neither Party shall be liable for non-performance of its obligations under the Agreement due to force majeure circumstances under the laws of the Republic of Lithuania (Article 6.212 of the Civil Code and other provisions). A Party that is prevented from performing its obligations under the Agreement due to force majeure shall notify the other Party in writing of such circumstances as soon as possible, but no later than within 3 (three) calendar days. Unless otherwise specified in writing by the Lessor, the Lessee shall continue to perform its obligations under the Agreement to the extent practicable and shall seek alternative means of performing its obligations which are not prevented by the force majeure circumstances. If the Force Majeure lasts for more than 90 (ninety) calendar days, either Party shall have the right to terminate the Agreement by giving 30 (thirty) calendar days' notice to the other Party. If, after this period of thirty (30) calendar days, the force majeure continues, the Agreement shall be terminated and the Parties shall be excused from further performance of the Agreement in accordance with its terms.

8.7. The Lessee's payments to the Lessor shall be credited in the following order (irrespective of the allocation of payments indicated by the Lessee in the payment order): interest and/or penalties, arrears for the previous period, current payments. If the Lessee has several debts to the Lessor, the oldest debt shall be credited first. If the Lessee owes the Lessor debts under other contracts with the Lessor, the Lessee's payments shall be set off against the oldest of the Lessee's debts first, irrespective of the contract from which the debt originates.

9. Validity, modification and termination of the Agreement

9.1. The Agreement shall enter into force from the date of signing thereof and shall be valid until the proper and complete fulfilment of the mutual obligations of the Parties (the end of the Lease Term does not exempt from the proper and complete fulfilment of the mutual obligations of the Parties). Since the subject-matter of the Tender that took place on _____ 2023 was the group of parking lots, the integral part of which was the Parking Lot, this Agreement shall be valid as long as the following Agreements are in effect: Agreement No. 3K-23-____ concluded on _____ 2023 between the Lessee and Vilnius Branch of State Enterprise Lithuanian Airports acting in the name of LTOU (hereinafter referred to as Agreement2), Agreement No. 3K-23-____ concluded on _____ 2023 between the Lessee and Kaunas Branch of State Enterprise Lithuanian Airports acting in the name of LTOU (hereinafter referred to as Agreement3) and Agreement No. 3K-23-____ concluded on _____ 2023 between the Lessee and Palanga Branch of State Enterprise Lithuanian Airports acting in the name of LTOU (hereinafter referred to as Agreement4). This Agreement shall be automatically terminated/expired upon termination by the Parties of any of the agreements (Agreement2, Agreement3 or Agreement4), or upon expiry of any of the agreement (Agreement2, Agreement3 or Agreement4), except for the cases provided in clause 9.8.6. of the Agreement.

9.2. All changes, additions and annexes to the Agreement shall be valid if they are made in writing and signed by both Parties.

9.3. The Lessor shall have the right to terminate the Agreement unilaterally, without going to court, before the end of the Lease Term in the following cases:

9.3.1. The Lessee uses the Parking Lot not in accordance with the procedure and/or purpose set out in the Agreement, or the Lessee does not use the Parking Lot for the activities provided for in clause 2.2 of the Agreement for more than 7 (seven) calendar days without consent of the Lessor (e.g., stops activities at the Parking Lot or carries out activities not provided for in the Agreement), or does not start the activities specified in clause 2.2 of the Agreement within the time-limit specified in clause 6.2.2 of the Agreement;

9.3.2. The Lessee does not fulfil the obligations defined in clauses 6.2.1 to 6.2.5 of the Agreement;

9.3.3. The Lessee does not duly pay the Rental Fee (part thereof) and/or other payments provided for in the Agreement (part thereof) for more than 2 (two) months in a row, or the Lessee is late in paying the Rental Fee or other payments provided for in the Agreement for more than 2 (two) times a year, or total arrears of the Lessee under the Agreement exceeds the amount of the Rental Fee for 2 (two) months or more;

9.3.4. The Lessee is otherwise in material breach of the Agreement;

9.3.5. Bankruptcy or restructuring procedure is initiated against / opened for the Lessee;

9.3.6. If the Lessor receives information/data from the competent authorities during the validity term of this Agreement that the Lessee or its responsible person (as defined in the conditions of the Tender on the basis of which this Agreement was concluded) has been convicted or there is an effective judgement of conviction against them for criminal acts (as defined in the conditions of the Tender on the basis of which this Agreement was concluded), or that they have judicial or non-judicial administrative penalties and/or measures of administrative impact imposed on them for administrative violations (as defined in the conditions of the Tender on the basis of which this Agreement was concluded), or that there are effective decisions against them adopted by the competent officials and/or court as provided for in the Code of Administrative Offences of the Republic of Lithuania.

9.4. In the event of any violation provided for in Clauses 9.3.1 to 9.3.4 of the Agreement, the Lessor, before terminating the Agreement, must submit a written demand to the Lessee to correct such violations, giving the Lessee at least 10 (ten) working days to correct the violations (in the case of Clause 9.3.2 of the Agreement, the time-limit for correcting the violation shall be determined in writing by agreement of the Parties; in the cases of Clauses 9.3.5 and 9.3.6, the time-limit for correcting the violation(s) (if it is possible to correct the violation(s)) may be determined in writing by agreement of the Parties). The time-limit for correcting the violations specified in this clause shall be counted from the day when the Lessee receives the written request from the Lessor, which specifies the specific violations of the Agreement and the request to correct them. If the Lessee fails to correct the violation(s) within the time-limit set by the Lessor, the Agreement shall be considered terminated the day after the end of the time-limit for eliminating the violations, unless the Parties agree otherwise in writing. In the event of the circumstances provided for in Clause 9.3.5 or Clause 9.3.6 of the Agreement, a written request to eliminate defects may not be sent to the Lessee, and the Lessor shall have the right to unilaterally terminate the Agreement by notifying the Lessee in writing 5 (five) working days prior to the termination of the Agreement.

9.5. The Lessee shall have the right to terminate the Agreement unilaterally, without going to court, before the end of the Lease Term in the following cases:

9.5.1. The Parking Lot becomes no longer suitable for use for the purposes provided for in the Agreement due to reasons for which the Lessee is not responsible;

9.5.2. The Lessor prevents the Lessee from using the Parking Lot in accordance with the terms and conditions of this Agreement;

9.5.3. The Lessor is otherwise in material breach of the Agreement.

9.6. In case of any violation provided for in Clause 9.5 of this Agreement, the Lessee, before terminating the Agreement, must submit a written demand to the Lessor to correct such violations, giving the Lessor at least 10 (ten) working days to correct the violations. The time-limit for correcting the violations specified in this clause shall be counted from the day when the Lessor receives the written request from the Lessee, which specifies the specific violations of the Agreement and the request to correct them. If the violations are not corrected within the time-limit set by the Lessee, the Agreement shall be considered terminated the day after the end of the time-limit for eliminating the violations, unless the Parties agree otherwise in writing.

9.7. The Party shall have the right to terminate the Agreement unilaterally, in the absence of the other Party's fault, by notifying the other Party in writing 4 (four) months in advance. In this case, the Party terminating the Agreement, at the request of the other Party, must pay the other Party a fine in the amount of 4 (four) months' Rental Fee no later than the day of termination of the Agreement.

9.8. The Agreement might also be terminated:

9.8.1. Upon agreement of the Parties;

9.8.2. At the request of the Lessor, after notifying the Lessee 10 (ten) working days in advance, if the ownership of the leased Parking Lot is transferred to another person;

9.8.3. At the request of the Lessor where the Seimas or the Government of the Republic of Lithuania, or an institution authorised by them makes a decision on the management, use or disposal of the leased state property;

9.8.4. At the request of the Lessor where the leased property is needed for the implementation of state functions;

9.8.5. By a unilateral decision of the Lessor, after notifying the Lessee in writing 5 (five) working days in advance, where the responsible authorities determine that the Lessee does not meet the interests of national security in accordance with the Republic of Lithuania Law on the Protection of Objects of Importance to Ensuring National Security. If, after the conclusion of the Agreement, it is determined that the Agreement with the Lessee does not meet the interests of national security in accordance with the Republic of Lithuania Law on the Protection of Objects of

Importance to Ensuring National Security, the Agreement shall be invalidated in accordance with the procedure established by the said Law;

9.8.6 At the request of the Lessor where the leased property is needed for repair, construction, reconstruction, major repair and other projects planned and provided for by the Lessor. In such a case, the Lessor shall have the right to terminate the Agreement unilaterally for the entire Parking Lot or part of the parking Lot after notifying the Lessee in writing no later than 45 (forty-five) calendar days in advance.

9.9. Upon termination of the Agreement in accordance with the procedure set forth in Clause 9.8 of the Agreement, the Agreement termination fee, compensations, fines or other sanctions due to the termination of the Agreement shall not be applied to the Parties.

9.10. If the Agreement is terminated due to the Lessee's fault (including, but not limited to, in the case of clause 9.8.5), the Lessee shall undertake to pay the Lessor, at the request of the Lessor, a fine in the amount of 4 (four) months' Rental Fee, and shall also be responsible for the damages suffered by the Lessor due to the fact that the Parking Lot, after the Lessee vacates it, remains empty or must be leased at a lower price, if the amount of the above-mentioned fine does not cover these losses. The liability, i.e. the Lessee's obligation to compensate the Lessor for the lost income remains valid until the end of the Lease Term established by the Agreement. If the Agreement is terminated due to the fault of the Lessor, the Lessor shall, at the Lessee's request, undertake to pay the Lessee a fine in the amount of 4 (four) months' Rental Fee and compensate other direct losses that are not covered by the above-mentioned fine.

9.11. The Parties declare that the fines established in this Agreement are considered just, fair, reasonable and proportionate and agree that they shall not be reduced regardless of whether part of the obligation has been fulfilled. The Parties also acknowledge that the amount of the above-mentioned fines is considered to be the minimum indisputable amount of losses suffered by the injured Party, which the other Party must compensate the injured Party due to the breach of the Agreement, without requiring evidence confirming the amount of losses.

10. Other conditions

10.1. In the course of the performance of the Agreement, information disclosed by one Party to the other Party, whether intentionally or inadvertently, which the disclosing Party has designated as confidential or which, by its nature, should be treated as confidential shall be considered as confidential information, and the Party receiving or having access to it undertakes not to disclose to any third party or to use it for any purpose whatsoever, except to the extent that such disclosure or access is necessary for the performance of this Agreement. In the event of doubt as to whether information provided by a Party should be treated as confidential, the receiving Party shall treat such information as confidential unless the disclosing Party indicates otherwise. Each Party may disclose such information to third parties only to the extent necessary for the proper performance of this Agreement and only with the prior written consent of the other Party, except for information requested by public authorities entitled to receive it under the laws or regulations of the Republic of Lithuania.

10.2. Disputes or controversies arising out of or in connection with this Agreement shall be settled by negotiation between the Parties. In the absence of agreement between the Parties, disputes shall be settled in the courts of the place where the Parking Lot is located in accordance with the procedure established by the laws of the Republic of Lithuania.

10.3. This Agreement shall be governed by and construed in accordance with the laws of the Republic of Lithuania.

10.4. The Parties agree that the Lessor shall have the right to assign all or part of the Lessor's rights and/or obligations under this Agreement without the Lessee's consent by giving the Lessee a notice at least 10 (ten) calendar days prior to the assignment of the assignment of the Lessor's rights and/or obligations under this Agreement, specifying the assignee of the Lessor's rights and/or obligations under this Agreement, in the event of any such assignment of the Lessor's functions and/or activities in respect of the Agreement to that third party.

10.5. All information, notices or communications relating to this Agreement must be in writing and must be sent by email, registered letter or courier service (with acknowledgement of service) or delivered by hand to the addresses set out below. Notices sent by e-mail shall be deemed to have been received on the day on which they are sent, or on the next working day if the day on which they are sent is not a working day, or if the e-mail is sent after working hours (after 5 pm). Notices sent by registered letter shall be deemed to have been served not later than 3 (three) working days after they have been sent.

10.6. The Parties shall designate their representatives for the purpose of implementing the Agreement and liaising. The designated representative of the Lessor shall, inter alia, have the right to sign the Acceptance Handover Certificate (Clause 5.2 of the Agreement). All notices relating to the performance of the Agreement may be sent to the following representatives' contact details:

10.6.1. Lessor's representative – Agnė Mažuknaitė, phone +370 696 85350, e-mail a.mazuknaite@ltou.lt

10.6.2. Lessee's representative – _____, phone _____, e-mail _____ .

10.7. The Parties shall inform each other of any change in their name, address and telephone numbers, contact person or contact details, account number, etc., before the change, or, if it is not possible to inform before the change, as soon as possible after the change. A Party which has not complied with this requirement may not claim or counterclaim that the other Party's actions taken on the basis of the last data known to it are not in accordance with the terms of the Agreement, or that it has not received communications or invoices sent on the basis of those data:

To the Lessor:

To the Lessee:

State Enterprise Lithuanian Airports Vilnius Branch Rodūnios kelias 10A, 02189 Vilnius Phone +370 5 2739326 E-mail : info@ltou.lt	
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10.8. In entering into and performing this Agreement, the Parties shall exchange information which may include personal data. The Parties expressly agree that they shall act as independent data controllers within the meaning of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation), when receiving and further processing personal data from each other that is necessary for, or related to, the conclusion of the present Agreement and the performance of the obligations under the present Agreement.

10.9. Given that the Parties act as independent data controllers, this Agreement does not regulate in detail the process of processing personal data, such as the processing operations, the rights and obligations of the Parties, the security measures applied and other information related to the processing of personal data, but it does address the process of transferring personal data. The Parties agree that:

10.9.1. transfer to each other personal data of the following categories of data subjects: representatives, employees of the Parties;

10.9.2. the following categories of personal data shall be communicated: name, surname, job title, e-mail address, telephone number, signature of the Parties' representatives.

10.10. The Parties are responsible for ensuring that the processing of personal data is lawful, in accordance with the laws of the European Union and the Republic of Lithuania applicable to each Party as a data controller, including, but not limited to, the General Data Protection Regulation and the Law on the Legal Protection of Personal Data.

10.11. The Agreement shall enter into force on the date of its signature. The date of signature of the Agreement shall be deemed to be the date on which the Agreement is signed by both Parties to the Agreement. In the event that the Parties to the Agreement have signed the Agreement on different dates, the date of signature of the Agreement shall be the date on which the Agreement was signed by the last of the Parties. If only one of the Parties has indicated the date of signature of the Agreement, both Parties shall be deemed to have signed the Agreement on the same date.

10.12. If any provision of this Agreement is or becomes invalid in whole or in part, it shall not invalidate the remaining provisions of this Agreement. In such event, the Parties agree to use their best endeavors to replace the invalid provision with a legally enforceable provision which, as far as possible, will have the same effect as the replaced provision.

10.13. The Agreement shall be executed in paper form in 2 (two) copies, each having equal legal force, 1 (one) copy for each Party. The Agreement in electronic form shall be executed in 1 (one) copy, signed by qualified electronic signatures.

11. Annexes:

- 11.1. Annex No. 1 “Calculation of charges for utilities and communications services”;
- 11.2. Annex No. 2 “Plans of the Parking Lot, the Outdoor Parking Lot and the Parking Lot Access”;
- 11.3. Annex No. 3 “Acceptance Handover Certificate for State Tangible Assets”;
- 11.4. Annex No. 4 “Reports on sales turnover, occupancy rates, call centre for on-site services”;
- 11.5. Annex No. 5 “Requirements for additional equipment to be installed by the Lessee”;
- 11.6. Annex No. 6 “Part of the Building used by the Lessor”; TO BE ADDED
- 11.7. Annex No. 7 “Preventive Maintenance Requirements”;
- 11.8. Annex No. 8 “Maintenance Requirements”;
- 11.9. Annex No. 9 “Responsibilities of the Lessee and the Lessor”.

Lessor	Lessee
<p>State Enterprise Lithuanian Airports Vilnius Branch Company code 303316259 Rodūnios kelias 10A, 02189 Vilnius Phone +3705 2739326, fax. +370 5 2329122 E-mail: info@ltou.lt</p> <p><i>Acting on behalf of</i> State Enterprise Lithuanian Airports Company code 120864074 VAT payer code LT208640716 Rodūnios kelias 10A 02189 E-mail: info@ltou.lt Phone +370 5 273 9326</p>	

Lessor's representative

Head of the Commercial Department
Gintarė Norvilaitė-Tautevičė

(Signature) (L.S.)

Lessee's representative

Head

(Signature) (L.S.)



Annex No. 1 to the Lease Agreement No. 3K-23-_____ for the lease of State Tangible Assets
 _____ 2023

CALCULATION OF UTILITY CHARGES

The Lessor undertakes to provide the following services to the following premises leased to the Lessee, located in the Building with a total area of 17929.09 sq. m:

No.	Name of the Lessee	Marking in the plan	Unique number	Leased area, m ² (volume, m ³)
1		1G3/p	4400-5232-9532	13 319,06

The Lessor undertakes to provide the following utility services to the Lessee during the term of the Agreement:

- 1.1. Electricity supply;
 - 1.2. Waste management (at the Lessee's request);
 - 1.3. Cold water supply and sewerage;
 - 1.4. Hot water supply and sewerage;
 - 1.5. Heating of the premises.
2. Charges for electricity, waste management, other utility services (cold and hot water supply, sewerage and heating) are calculated in accordance with the Methodology for Calculation and Allocation of the Costs of Supply and Management of Utilities of the Lithuanian Airports, approved by the Order of the CEO of the Lithuanian Airports of 5 December 2022 No. 1R-203.
 The methodology is available here: <https://www.ltou.lt/lt/apie-lietuvos-oro-uostus/tvarkos-ir-dokumentai/mokesciu-uz-komunalines-paslaugas-apskaiciavimo-metodika>
3. The Lessor is not responsible for the cleaning and maintenance of the premises (including common areas) and grounds.
 4. The Lessor reserves the right to change the service rates and utility charges set out in the documents referred to in this Annex by giving the Lessee 30 calendar days' written notice.
 5. The Lessee agrees to check the heights of the premises together with the Lessor's representative before signing the Acceptance Handover Certificate and to indicate the total volume of the premises in the Acceptance Handover Certificate (if the volume of the premises is required for the purpose of calculating the utility bills).

Lessor's representative

Head of the Commercial Department
 Gintarė Norvilaitė-Tautevičė

 (Signature)

 (L.S.)

Lessee's representative

Head

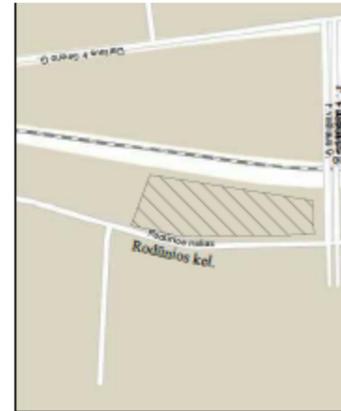
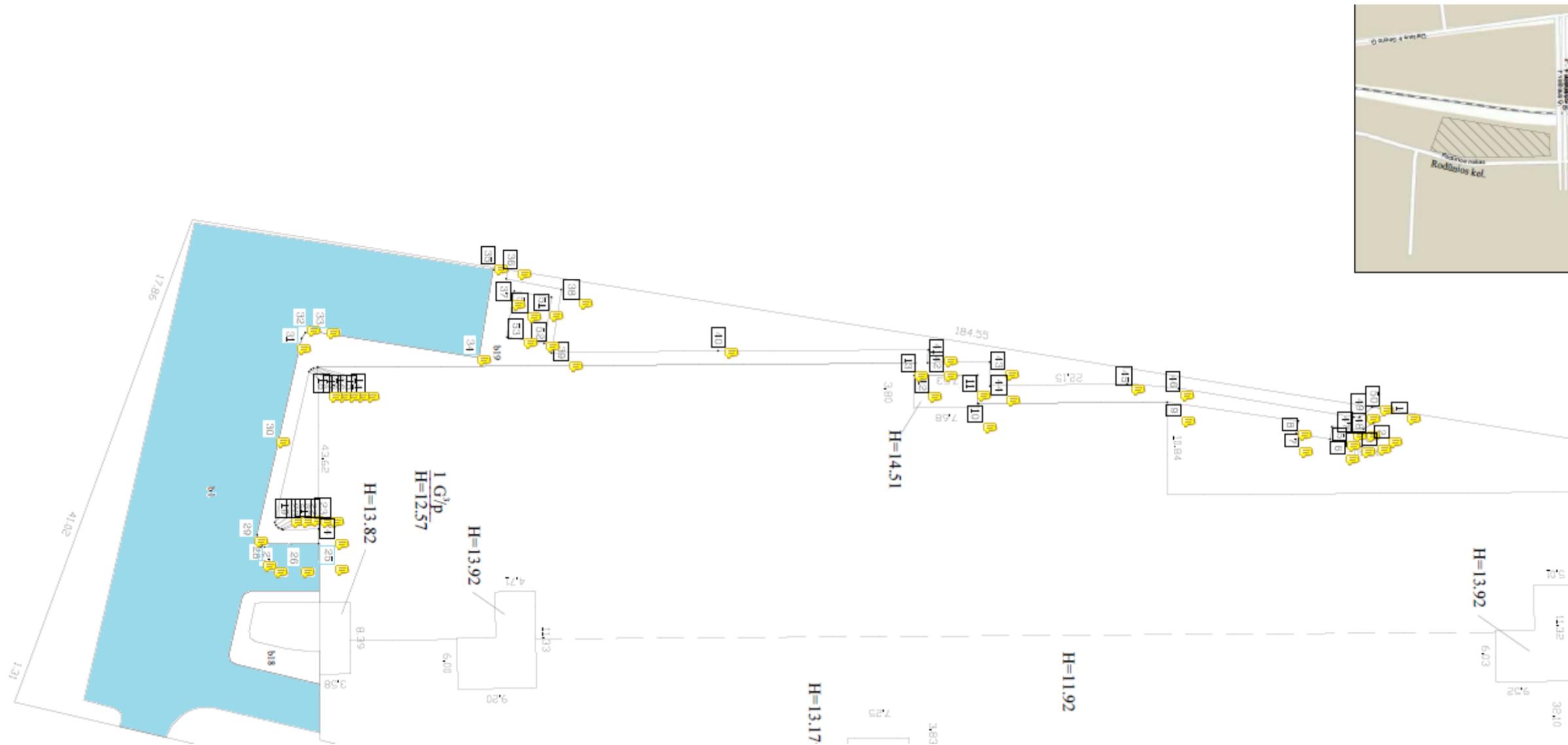
 (Signature)

 (L.S.)



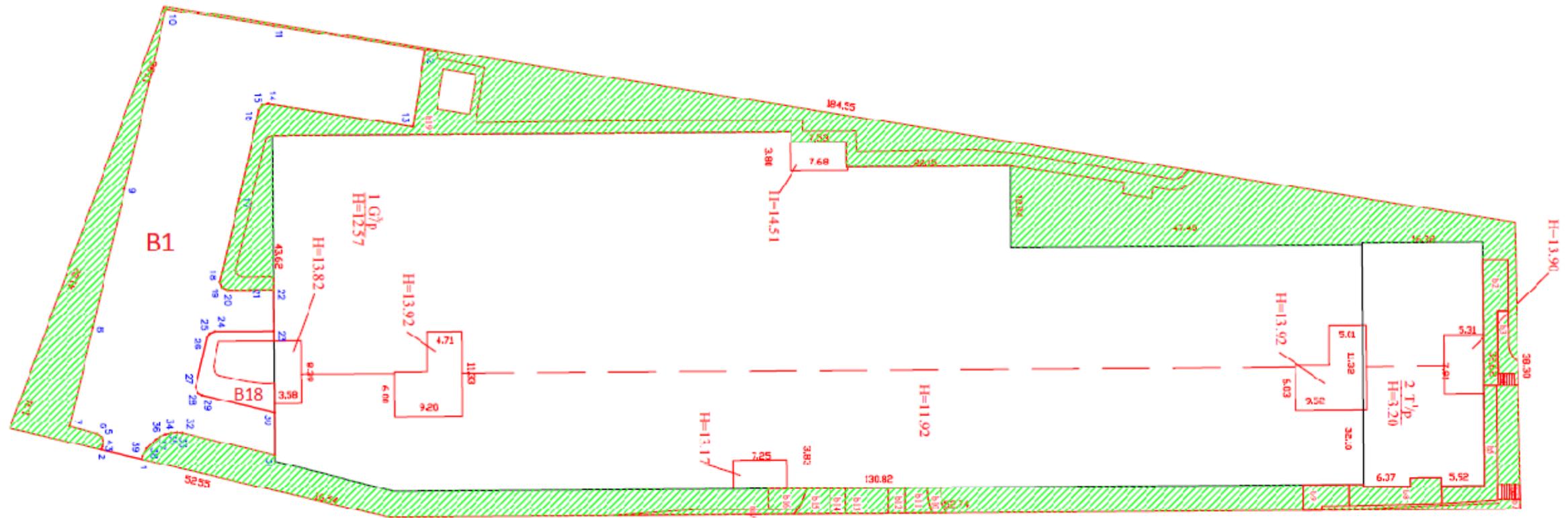
1. PLAN OF THE OUTDOOR PARKING LOT - THE RENTAL AREA IS MARKED IN BLUE

Building address: Vilnius city municipality Vilnius city, Rodūnios kel. 1.
Unique number: 4400-5322-3704



2. PLAN OF THE ACCESSES TO THE OUTDOOR PARKING LOT - ACCESSES ARE MARKED IN GREEN

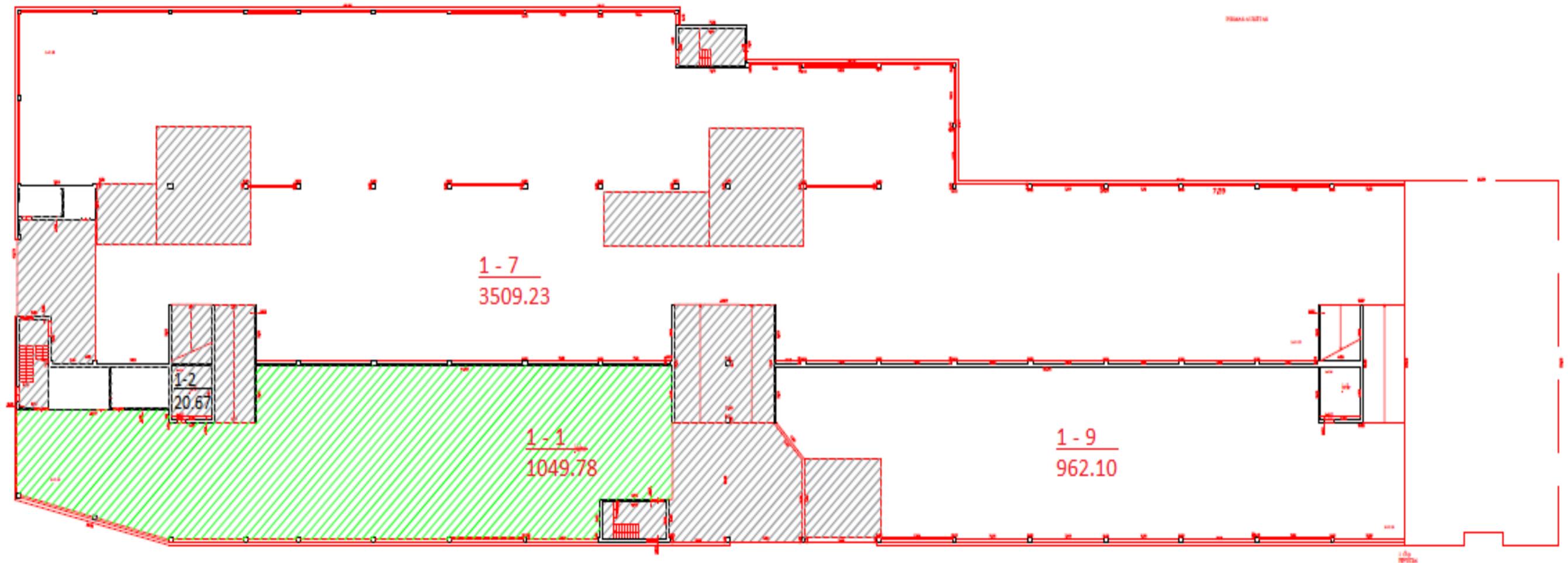
Building address: Vilnius city municipality Vilnius city, Rodūnios kel. 1.
Unique number: 4400-5322-3704



3. CADASTRAL PLAN OF THE 1ST FLOOR OF THE BUILDING - THE RENTED PART IS MARKED IN GREY AND GREEN

Building address: Vilnius city municipality Vilnius city, Rodūnios kel. 1.
Unique number: 4400-5232-9532

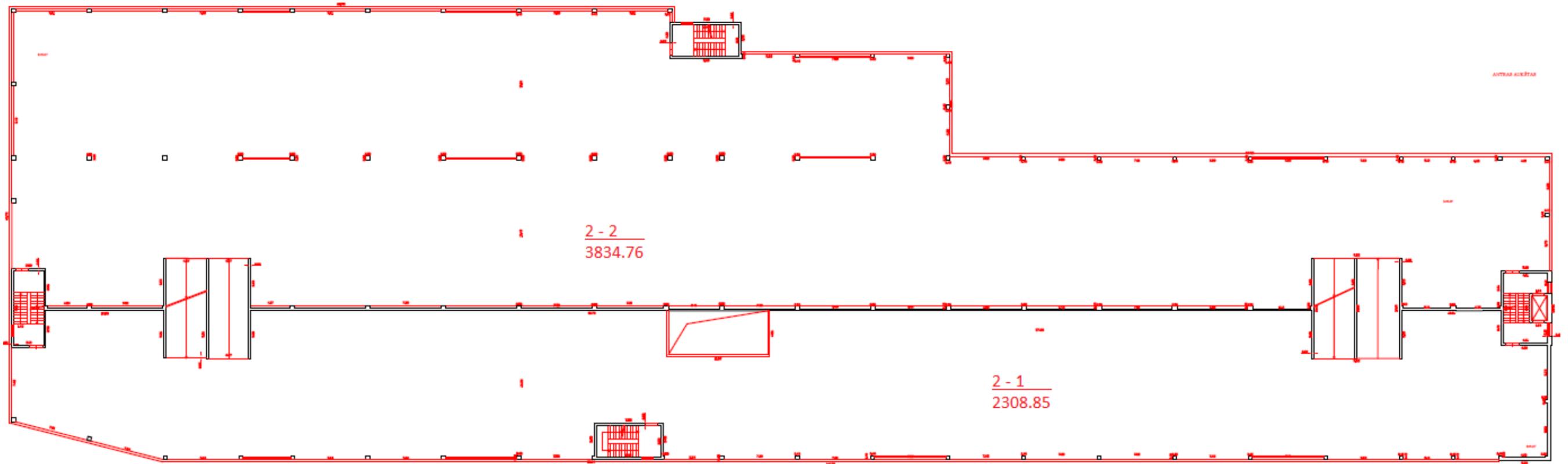
Premises marked in white are the Lessor's.
The grey and green colored premises are the Lessee's.
The green-colored premises may be used in the future for a car wash.



3.1. 2ND FLOOR OF THE BUILDING - WHOLE FLOOR FOR RENT

Building address: Vilnius city municipality Vilnius city, Rodūnios kel. 1.

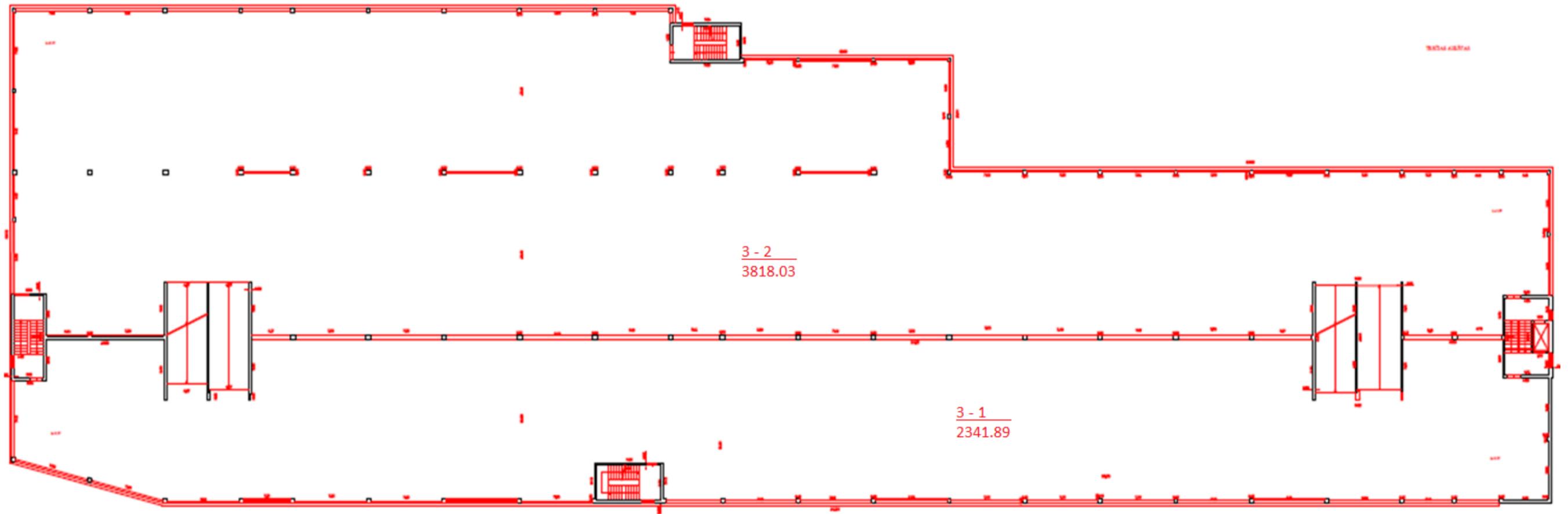
Unique number: 4400-5232-9532



3.2. 3RD FLOOR OF THE BUILDING - WHOLE FLOOR FOR RENT

Building address: Vilnius city municipality Vilnius city, Rodūnios kel. 1.

Unique number: 4400-5232-9532



Annex No. 3 to the Lease Agreement for State Tangible Assets No. _____
_____ 2023

State Enterprise Lithuanian Airports Vilnius Branch, acting on behalf of State Enterprise Lithuanian Airports (legal entity code 120864074, registered office address Rodūnios kel. 10A, Vilnius)

JSC (UAB) “_____”, legal entity code _____, headquarters _____

ACCEPTANCE HANDOVER CERTIFICATE FOR STATE TANGIBLE ASSETS

_____ 2023
Vilnius

The Lessor shall be the State Enterprise Lithuanian Airports, Vilnius Branch, acting on behalf of the State Enterprise Lithuanian Airports, represented by the Head of the Commercial Department, Gintarė Norvilaitė-Tautevičė,

and

The Lessee JSC (UAB) “_____”, represented by _____, acting in accordance with the company's articles of association,

in accordance with Agreement No 3K-23-_____ of _____ 2023, have accepted and handed over the tangible fixed asset of a multi-story car storage facility with the main purpose of use as a garage, address Rodūnios kel. 1, Vilnius (plan marking 1G3/p, unique No. 4400-5232-9532), part of the facility with equipment, total leasable area - 13 319,06 sq.m. and asphalted access road for the service of the storage facility (plan marking b1, unique No. 4400-5322-3704), total leasable area 1 218,13 sq.m., for the operation of the Parking Services.

The Lessee and the Lessor confirm that the transferred property is in good condition, in good order, meets the Lessee's requirements and is fit for the purposes and activities specified in the Agreement.

Submitted by

State Enterprise Lithuanian Airports Vilnius Branch, acting on behalf of State Enterprise Lithuanian Airports

Head of the Commercial Department _____ Gintarė Norvilaitė-Tautevičė
L.S. (Signature)

Accepted by

L.S. (Signature)



Enclosed:

1. List of equipment to be handed over

LIST AND DESCRIPTIONS OF EQUIPMENT TO BE HANDED OVER

The Lessee shall maintain the Equipment to be handed over to it at its own cost and effort during the entire term of the Agreement.

List of equipment:

Seq. No.	Name	Mark	Measuring	Quantity	Notes
1.	Roadblock turret	IT014530	pcs.	1	
2.	EV charging station	IT017154	pcs.	1	
3.	EV charging station	IT017155	pcs.	1	
4.	Server	IT017221	pcs.	1	
5.	Specialized IP state No. atp	IT017222 IT017223 IT017224 IT017225 IT017226 IT017227 IT017228 IT017229	pcs.	8	
6.	Number plate recognition camera	IT017247 IT017248	pcs.	2	
7.	Automated vehicle barrier	IT015034 IT015035	pcs.	2	
8.	LED light board	IT016029 IT016030 IT016031 IT016032 IT016033	pcs.	5	
9.	Raisable barrier	IT017033	pcs.	1	
10.	Entry/Exit control system	IT017156	pcs.	1	
11.	Parking payment system	IT017164 IT017165 IT017166	pcs.	3	



12.	Vacancy information -	IT017200	pcs.	1	
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Description of the escort system:

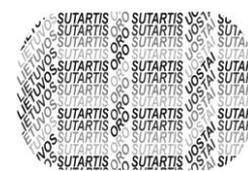
A state-of-the-art parking escort system that shows drivers the total number of available spaces in the garage, in each zone, and the occupancy status of each individual parking space (free/occupied). The parking escort system consists of a control computer with specialized software, digital parking sensors for parking spaces and traffic flows with external multicolor LED indication, an outdoor LED board (indicating the number of vacant spaces in the storage area), an indoor LED board (indicating the number of vacant spaces at each entrance of a particular row or zone).

On the upper level of the car park, inductive track loops and a counting controller are installed on the entry and exit roads. Two inductive loops shall be mounted on each entry/exit road to increase the accuracy of the counting.

Parking space occupancy status detectors shall be designed above the start of each parking space. All cars entering the Storage Facility and its respective zones shall be counted by the detectors and the information shall be transmitted in real time and displayed on outdoor and indoor LED boards. A parking sensor with multi-colour LED indication is provided at each parking space: green to indicate a vacant space, red to indicate an occupied space. Spaces for disabled persons are indicated by blue LED indicators, spaces for electric vehicles by white LED indicators. The detectors with multi-color LED indication are designed to be in a position where they are visible to drivers and are not obstructed by site structures, utilities or vehicles. The LED indication has a 180° visibility.

List of equipment for the satellite system:

Seq. No.	Name	Mark	Measuring	Quantity	Notes
1.	Parking space sensor with LED indication. For monitoring one parking space, <i>Parksol</i>	PSL/IR/TOF/1	pcs.	737	
2.	LED vacancy guidance display with a pointing arrow and one digit, <i>Parksol</i>	PSL/DI/IC/1X/IP66	pcs.	5	
3.	LED vacancy guidance display with a pointing arrow and two digits, <i>Parksol</i>	PSL/DI/IC/2X/IP66	pcs.	5	
4.	LED vacancy guidance display with directional arrow and three digits, <i>Parksol</i>	PSL/DI/IC/4X/IP66	pcs.	10	



5.	LED vacancy guidance display with directional arrow, three digits and letter P, <i>Parksol</i>	PSL/DI/IC/3X/IP66	pcs.	1	
6.	Large LED information graphic display, <i>Parksol</i>	PSL/DI/IC/3X/ LARGE/IP66	pcs.	1	
7.	Control panel with power supplies, thermostat and connecting fittings, <i>Parksol</i>	PSL/AD/VALDSKY	set	1	
8.	Parking Sensor concentrator, <i>Parksol</i>	PSL/CO/ZC	set	7	
9.	Loop Counting concentrator, <i>Parksol</i>	PSL/CO/CC	set	3	
10.	Parking management software, <i>Parksol</i>	PSL/SW/1000	pcs.	1	
11.	Server for the parking escort system, <i>Parksol</i>	PSL/CS/BASIC	pcs.	1	
12.	Induction loops	E-L / X-L	pcs.	31	
13.	Inductive loop detector (two loops)	-	pcs.	6	
14.	Dedicated IP licence plate recognition camera with LPR software	E-C / X-C	pcs.	8	
15.	Thermal enclosure for chamber or bracket	-	pcs.	8	
16.	Entry/Exit terminal, with integrated VoIP intercom and LED display and controls	E-IT / X-IT	pcs.	8	
17.	Network switch 24 ports	-	pcs.	1	
18.	Network switch 5 ports	-	pcs.	1	
19.	Optical converter external	-	pcs.	2	
20.	Server for the payment system	-	pcs.	1	
21.	Automatic checkout with anti-vandal touch screen of at least 15"	PS	pcs.	3	



PHOTOS OF THE TRANSFERRED ASSETS

Seq. No.	Name of the equipment (location) to be transferred	Photo	Notes
1.	Main entrance		
2.	Main exit		
3.	Outdoor parking lot		
4.	Dispatch room		
5.		
6.			
...			

State Enterprise Lithuanian Airports Vilnius Branch, acting on behalf of State Enterprise Lithuanian Airports

Head of the Commercial Department

Gintarė Norvilaitė-Tautevičė

L.S. (Signature)

Representative

L.S. (Signature)



Annex No. 4 to the Lease Agreement for State Tangible Assets No. 3K-23-_____
 _____ 2023

**REPORTS ON SALES TURNOVER, PARKING LOT OCCUPANCY AND CALLS
 HANDLED FOR ON-SITE SERVICES**

Turnover of sales for the calendar quarter of the Parking Lot

Payment method	Lessee's sales turnover for the previous calendar quarter in EUR excluding VAT		
	First month of the quarter	Second month of the quarter	Third month of the quarter
Cash payments at automated checkouts			
Payment card payments at automated checkouts			
Online payments			
Payments by bank transfer or cash under long-term contracts with clients and partners.			
Payments via the mobile app			
Other payment methods			
TOTAL			
TOTAL FOR THE QUARTER			

Parking Lot occupancy

	First month of the quarter	Second month of the quarter	Third month of the quarter
Total Parking lot customers per month (pcs.)			
Average occupancy rate (%)			

Call handling

	First month of the quarter	Second month of the quarter	Third month of the quarter
All incoming calls (telephone and intercom), pcs.			
Calls handled, pcs.			
Lost calls, pcs.			
Calls handled in 20 seconds or less, pcs			



The duration of the rising cycle of the roadblock

	First month of the quarter	Second month of the quarter	Third month of the quarter
Average cycle time for the raising of the barriers, in seconds			

Availability of charging points for Electric Vehicles

	First month of the quarter	Second month of the quarter	Third month of the quarter
Total EV charging stations used by forecourt customers per month (pcs.)			
Average occupancy of EV charging points (%)			

Quarterly sales turnover of electric vehicle charging points

	Lessee's sales turnover for the previous calendar quarter in EUR excluding VAT		
	First month of the quarter	Second month of the quarter	Third month of the quarter
Revenue			
Electricity costs (EUR without VAT)			
Profit			

Lessor's representative

Head of the Commercial Department
Gintarė Norvilaitė-Tautevičė

(Signature) (L.S.)

Lessee's representative

Head

(Signature) (L.S.)



Annex No. 5 to the Lease Agreement for State Tangible Assets No. 3K-23-_____
 _____ 2023

REQUIREMENTS FOR ADDITIONAL EQUIPMENT TO BE INSTALLED BY THE LESSEE

The Parties agree that the Lessee may install additional Equipment on the Parking Lot on the following terms:

1. General requirements:

- 1.1. The Equipment shall be installed at the Lessee's expense and effort;
- 1.2. Any Equipment to be installed must be agreed in writing in advance with the Lessor by providing the Lessor's representative with a design of the Equipment, including an explanatory note, a layout plan of the Equipment, the routes of the communication cables, connection points, specifications and descriptions of the Equipment, a schedule of works and other technical information. The equipment design shall be prepared in accordance with the requirements of the Technical Regulation on Construction "Design of Building" and other legal acts in force in the Republic of Lithuania. The design shall be in accordance with LST 1516 Design of a Building. General requirements for design;
- 1.3. The additional Equipment to be installed shall not be of inferior technical parameters to the Equipment transferred to the Lessee pursuant to Agreement No. ____ dated 2023 _____ (hereinafter referred to as the Agreement);
- 1.4. The Additional Equipment to be installed shall be compatible with the Equipment already on the Parking Lot, i.e. operate as a single unit;
- 1.5. The installation of additional Equipment shall not violate the Warranty and/or Preventive Maintenance provisions of the existing Equipment;

2. Installation requirements:

- 2.1. The equipment must be installed in compliance with the current "Rules for the Installation, Marking, Maintenance and Use of the Electronic Communications Infrastructure" or the document replacing them, approved by the Order of the Head of the Communications Regulatory Authority of the Republic of Lithuania No. 1V-978 of 14 October 2011;
- 2.2. Any road, pavement, sidewalk or other landscaping affected or damaged during the work must be repaired and restored;
- 2.3. In the Building, the cable shall be laid on top of existing or newly installed communication cable ladders and, where suspended ceilings exist, above the suspended ceiling. Where ladders are not provided, the cable shall be clamped to the slab. It is forbidden to run the cable in the open in non-technical areas;
- 2.4. All passages through partitions shall be through a pipe. The pipe shall be non-combustible. The pipe shall be masoned after passing through the drilled hole. The pipe shall be filled with a non-combustible material that is easily removable. The pipe shall not be used unless there is a leak in the wall;
- 2.5. Cables must be secured to structures. Cables shall not be attached to other cables by using them as a supporting structure. Cables shall not be laid on suspended ceilings using the suspended ceiling as a supporting structure;
- 2.6. When the cable is installed on a cable ladder, the cable shall be tied to the ladder structure. It is forbidden to attach the cable to existing cables in the ladder;
- 2.7. Cables shall be tied into existing cable harnesses by cutting off the existing harness tie strap, adding the new cable to be routed, and wrapping the harness with the new strap. The cable must be tied when forming the busbar, even if in the existing route the cables are not tied into the busbar;
- 2.8. Cables must not stretch at the points of rotation or change of height of the ladder. The track must follow the design of the ladder. The cable must not fall out of the ladder at any point. Exceptions may be made in exceptional cases for cables with a limited bending angle if the angle of change of direction of the ladder is too sudden for additional cable restraints;
- 2.9. All work which may reasonably be considered necessary for the completion of the works shall be compulsorily carried out, whether or not shown on the drawings or described in this document;
- 2.10. In the event that earthworks are required for the installation of additional Equipment, the Lessee shall apply to the Lessor, fill in an application form, submit the requested documents, obtain



the Lessor's permission to carry out the earthworks in the territory of Vilnius Airport, and strictly comply with the requirements for earthworks:

2.10.1. Earthworks on the airport site must be carried out in accordance with safety engineering rules and under the supervision of the relevant operational services;

2.10.2. The person responsible for carrying out the work must be present at the work site at the time the work is carried out, and must be in possession of a permit to carry out the work and the approved design (order);

2.10.3. The person responsible for carrying out the works must, before the works begin, summon representatives of the operating services specified in the permit to the site of the works, together with whom he/she shall determine the exact location of the underground communications and take the necessary measures to ensure their preservation;

2.10.4. In the case of earthworks carried out by machinery, the person responsible for carrying out the earthworks must provide the driver of the machinery with a diagram (sketch) of the work to be carried out and must show the boundaries of the work on the site and the location of the underground communications in operation, the preservation of which must be assured;

2.10.5. In the event of damage to existing communications during the works, the Lessee shall be responsible for repairing them;

2.10.6. Each workplace must be fenced with standard warning signs. At night, red marker lights must be attached to the fencing;

2.11. The organization carrying out the work is responsible for the safety of workers, the protection of the environment and the protection of existing buildings, structures, plantations and land.

Lessor's representative

Head of the Commercial Department
Gintarė Norvilaitė-Tautevičė

(Signature)

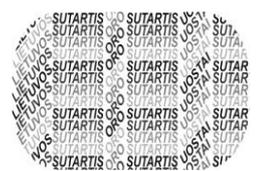
(L.S.)

Lessee's representative

Head

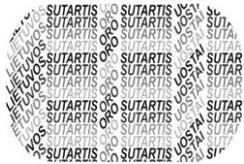
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(L.S.)



Annex No. 6 to the Lease Agreement for State Tangible Assets No. 3K-23-_____
_____ 2023

TO BE ADDED



Annex No. 7 to the Lease Agreement for State Tangible Assets No. 3K-23-_____
 _____ 2023

PREVENTIVE MAINTENANCE REQUIREMENTS

1. The Lessee shall provide Preventive Maintenance for the Equipment throughout the term of the Agreement.
2. The Lessee shall agree with the Lessor the procedure and schedule for carrying out the Preventive Maintenance Works within 2 (two) weeks from the date of signing of the Handover Acceptance Certificate of the Parking Lot under the Agreement.
3. The Lessee and the Lessor shall agree on the forms of the Preventive Maintenance Equipment Maintenance Logs, and shall establish and agree on the logging procedure for recording Equipment failures, scheduled and unscheduled inspections of the Equipment; the logs shall be completed by the Lessee and made available for inspection by the Lessor upon request.
4. Below are the recommended requirements for Preventive Maintenance:

Seq. No.	Preventive maintenance works	Requirement
1	General check of the operation of the system and its component parts (may be carried out remotely or by on-site inspection)	According to the Manufacturer's recommendations, but at least once a week
2	Intercom system check (emergency call) (for each unit), dust cleaning	According to the Manufacturer's recommendations, but at least once a week
3	Inspection of induction loops in the road surface (at each entry/exit facility)	According to the Manufacturer's recommendations, but at least once a week
4	Inspection, cleaning, focusing, adjustment of number plate scanning cameras and their turrets	According to the Manufacturer's recommendations, but at least once a week
5	System software upgrades, installation, diagnostics and configuration work	As required or as recommended by the Manufacturer/Supplier, but at least once every three months
6	Checking and configuring the settings and parameters of the system and its constituent parts, changing settings or operating modes, optimizing or similar actions, either on-site at the installation site or by remote connection	As required or as recommended by the Manufacturer/Supplier, but at least once every three months
7	Ultrasonic sensors (parking sensors) inspection, dust cleaning	As required or as recommended by the Manufacturer/Supplier
8	Equipment adjustment and calibration	As required or as recommended by the Manufacturer/Supplier
9	PPS:	
9.1	Inspection, adjustment and lubrication of moving mechanical parts of automatic roadblocks (per unit)	According to the Manufacturer's recommendations, but at least twice a month
9.2	Dusting of automatic barriers, removal of debris or dirt inside the barrier that may adversely affect the automatic barrier or its operation.	As required or as recommended by the Manufacturer/Supplier
9.3	Inspection of springs in automatic barriers	As required or as recommended by the Manufacturer/Supplier



9.4	Operation check of the reducer for automatic roadblocks	As required or as recommended by the Manufacturer/Supplier
9.5	Inspection of the lifting mechanism for automatic barriers	As required or as recommended by the Manufacturer/Supplier
9.6	Checking the control unit	As required or as recommended by the Manufacturer/Supplier
9.7	LED jumbotron inspection and cleaning	As required or as recommended by the Manufacturer/Supplier
9.8	Checking and cleaning LED indicators	As required or as recommended by the Manufacturer/Supplier
9.9	Electrical and communication wiring inspection	As required or as recommended by the Manufacturer/Supplier
9.10	Inspection of the body of automatic barriers, inspection of the body of a barrier or gate	As required or as recommended by the Manufacturer/Supplier
9.11	Inspection of the foundation of automatic barriers, inspection of fasteners to the foundation	As required or as recommended by the Manufacturer/Supplier
9.12	Checking and adjusting the heating elements of automatic roadblock installations on a seasonal basis (per installation)	According to the Manufacturer's recommendations, but at least twice a month
9.13	Inspection of photocell or inductive loop detectors	As required or as recommended by the Manufacturer/Supplier
9.14	Lubrication of equipment components and other work necessary to ensure uninterrupted and sustained operation of the system	As required or as recommended by the Manufacturer/Supplier
9.15	Inspection of retro-reflective stickers or signal lamps	As required or as recommended by the Manufacturer/Supplier
9.16	Checking anti-vandal measures	As required or as recommended by the Manufacturer/Supplier
9.17	Cleaning PPS sensors	As required or as recommended by the Manufacturer/Supplier, but at least once every three months
10	Payment systems:	
10.1	Inspection, cleaning of banknote and coin receiving and dispensing machines, inspection, adjustment, cleaning of mechanical parts and banknote-coin tract, cleaning of other equipment in cash desks.	According to the Manufacturer's recommendations, but at least once a month
10.2	Terminal cleaning with compressed air	According to the Manufacturer's recommendations, but at least once every three months
10.3	Cleaning of optical sensors with spirit liquid	As required or as recommended by the Manufacturer/Supplier
10.4	Voltage verification in a circuit	According to the Manufacturer's recommendations, but at least once every three months
10.5	Calibration of inductive loops and detectors	As required or as recommended by the Manufacturer/Supplier
10.6	Checking and tightening screws and bolts	As required or as recommended by the Manufacturer/Supplier
10.7	Lubrication of mechanical parts	According to the Manufacturer's recommendations, but at least once every three months
10.8	Checking and adjusting the heating elements of automated payment tills on a seasonal basis (per device)	According to the Manufacturer's recommendations, but at least twice a month



11.	Other work not listed in this table but recommended by the manufacturer or Supplier	As recommended by the Manufacturer/Supplier
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Lessor's representative

Head of the Commercial Department
Gintarė Norvilaitė-Tautevičė

(Signature)

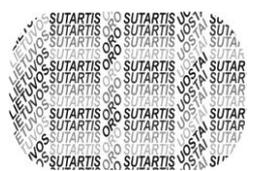
(L.S.)

Lessee's representative

Head

(Signature)

(L.S.)



MAINTENANCE REQUIREMENTS

1. The Lessee shall maintain the Equipment at its own cost and effort throughout the term of the Agreement;
2. The following requirements apply to servicing:

Level	Example of a problem	Lessor's notification time	Handling time
Level I - non-critical faults that cause minor inconvenience to the movement of passengers or transport and inconvenience to the administration of the Parking Lot.	Broken safety stakes, scuffed site markings, inoperative satellite tracking system element.	No need to inform the Lessor	No later than 5 working days after the problem is detected.
Level II - faults that may reduce the revenue generated by the administration of the Ground, causing inconvenience to customers and employees.	Failure of at least one of the automatic barriers, failure of at least one of the cash registers, inability of the Lessor's representative to access the Site administration system.	No need to inform the Lessor	No later than 24 hours after the problem is detected.
Level III - Critical faults that stop or severely restrict the operation of the Parking Lot.	The automatic number scanning system, the automatic checkout, the mobile app and the online booking system are not working.	No later than 10 minutes after the problem is detected, by e-mail and phone.	No later than 1 hour after the problem is detected if the problem can be solved remotely; No later than 4 hours if the problem can be solved on-site.

3. If it is not possible to carry out the Maintenance in the event of a Level III Critical Failure at the scheduled time, the Lessee shall ensure that the Ground can be resumed for its intended use no later than 24 hours after the failure.

Lessor's representative

Head of the Commercial Department
Gintarė Norvilaitė-Tautevičė

(Signature)

(L.S.)

Lessee's representative

Head

(Signature)

(L.S.)



Annex No. 9 to the Lease Agreement for State Tangible Assets No. 3K-23-_____
 _____ 2023

RESPONSIBILITIES OF THE LESSEE AND LESSOR

1. Lessor responsibilities:

Seq. No.	LESSOR'S RESPONSIBILITY	Notes
1.	Fire protection systems	
2.	Rainwater drainage system	
3.	Electricity supply system	
4.	Oil trap	
5.	Heating system	
6.	Lift	
7.	Diesel generator	

2. Lessee's responsibilities:

Seq. No.	LESSEE'S RESPONSIBILITIES	Notes
1.	EV charging access	
2.	Roadblocks	
3.	Automatic checkout	
4.	Escort system (including but not limited to occupancy sensors, scoreboards, etc.)	
5.	Number plate recognition system	
6.	Call centre	
7.	Online shop	
8.	Parking search engine	
9.	Mobile app	
10.	Cleaning of the grounds/facilities/site (leaf removal, grass cutting, etc.)	
11.	Snow clearance and removal from the parking lot	
12.	Marking of pavements	
13.	Links	



14.	Parking curbs	
15.	Warning columns	
16.	Protection of the Facility and all property therein (belonging to both the Lessee and the Lessor)	
17.	Removing the consequences of vandalism (graffiti, etc.)	
18.	Outdoor and indoor lighting (including facade lighting)	
19.	Video surveillance	

Lessor's representative

Head of the Commercial Department
Gintarė Norvilaitė-Tautevičė

(Signature)

(L.S.)

Lessee's representative

Head

(Signature)

(L.S.)

