

Docket #1508 Date Filed: 01/13/2026

Warsaw, 16 December 2025

From:

BIELSKO LOGISTICS SP. Z O.O.
ul. Litewska 1
00-581 Warsaw, Poland

To:

**UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

824 N. Market Street, 3rd Floor
Wilmington, DE 19801
United States of America

DEBTOR: Marelli Automotive Lighting USA LLC, et al.

CASE NUMBER: 25-11034 (CTG)

NOTICE

Acting as Members of the Management Board authorised to represent BIELSKO LOGISTICS SP. Z O.O. ("Bielsko Logistics"), we hereby respectfully notify the Court of the below.

I. GENERAL INFORMATION

1. This Notice is being submitted because, as at today, Bielsko Logistics has received several letters from the United States Bankruptcy Court for the District of Delaware within the proceedings regarding the company Marelli Automotive Lighting USA LLC and other entities from the Marelli corporate group, including Marelli Bielsko-Biala Poland Sp. z o.o. ("Marelli Bielsko-Biala").
2. Bielsko Logistics is a business partner of Marelli Bielsko-Biala, as the two entities had concluded a lease agreement regarding the premises located in the building situated in Panattoni Park Bielsko-Biala III, with Bielsko Logistics being the landlord and Marelli Bielsko-Biala being the tenant (the "Lease Agreement"). The Lease Agreement was concluded in Poland, refers to premises located in Poland, and is governed solely by Polish law.
3. Marelli Bielsko-Biala is one of the debtors that commenced voluntary Chapter 11 cases in the United States Bankruptcy Court for the District of Delaware (Marelli Bielsko-Biala Case Number 25-11054), which are now being jointly administered under Case No. 25-11034 before the Honorable Judge Craig T. Goldblatt.



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II. LACK OF JURISDICTION OF THE COURT FOR THE DISTRICT OF DELAWARE

1. SOLE AND EXCLUSIVE JURISDICTION OF POLISH COURTS WITH REGARD TO MARELLI BIELSKO-BIAŁA

4. Bielsko Logistics would like to draw the Court's attention to the fact that Polish courts have sole and exclusive jurisdiction over restructuring and bankruptcy cases if the main centre of the debtor's core business is located in the Republic of Poland. Marelli Bielsko-Biała's core business is located in Poland, as is its registered office.

5. Therefore, Polish courts have sole jurisdiction over all restructuring and bankruptcy matters regarding Marelli Bielsko-Biała.

6. See Article 342 and Article 15(3) of the Polish Restructuring Law. See also Article 382 paragraph 1 and Article 19 paragraph 1b of the Polish Bankruptcy Law.

2. SOLE JURISDICTION OF POLISH COURTS WITH REGARD TO THE LEASE AGREEMENT

7. Pursuant to Article 15.1. of the Lease Agreement, the Agreement is governed solely by the laws of the Republic of Poland.

8. Therefore, the Lease Agreement can only be interpreted, applied and judged in accordance with Polish law. Any potential amendments made to the Lease Agreement as a result of decisions made in these proceedings will not have any effect on the legal relationship between Bielsko Logistics and Marelli Bielsko-Biała arising from the Lease Agreement.

3. LACK OF POSSIBILITY FOR POLISH COURTS TO RECOGNISE ANY RULING ISSUED IN THESE PROCEEDINGS

9. No ruling issued in these current proceedings in the USA can be recognised by Polish courts in such a way that it would have legal effect in Poland. Please note that Polish courts cannot recognise rulings issued by courts from foreign jurisdictions in cases where Polish courts are granted sole and exclusive jurisdiction, such as in the case of restructuring and bankruptcy proceedings initiated against an entity whose core business is located in Poland (as in the case of Marelli Bielsko-Biała).

10. For all the above reasons, the Tenant's participation in the Proceedings can be deemed as an attempt to circumvent the Polish law. The Landlord perceives the Tenant's actions as disloyal and contrary to the principles of public order and social coexistence. Simultaneously, there are grounds to consider these actions as deliberately undertaken to the detriment of the Landlord in order to prevent or at least hinder the satisfaction of claims arising from the Lease Agreement.

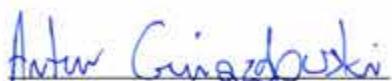
III. SERVICE OF THE COURT LETTERS

IV. BIELSKO LOGISTICS WOULD LIKE TO DRAW THE COURT'S ATTENTION TO THE FACT THAT SERVICE BETWEEN POLAND AND THE UNITED STATES OF AMERICA SHOULD BE EFFECTED ON THE BASIS OF THE PROVISIONS OF THE 1965 HAGUE CONVENTION, ACCORDING TO WHICH SERVICE TO POLAND SHOULD BE EFFECTED THROUGH THE COMPETENT AUTHORITY AND NOT DIRECTLY BY COURIER OR POST. FOR THIS REASON, BIELSKO LOGISTICS KINDLY ASKS THAT

CORRESPONDENCE BE DELIVERED TO IT IN ACCORDANCE WITH THE APPROPRIATE PROCEDURE. MISCELLANEA

11. Bielsko Logistics reserves all of its rights. Any and all statements presented in this Notice are made without prejudice to the rights and positions of Bielsko Logistics in any subsequent arbitration or other legal proceedings.

Respectfully submitted,



Artur Gniazdowski

Member of the Management Board



Piotr Staroń

Proxy

Attachments:

1. A copy of the National Court Register entry for Bielsko Logistics (as *proof of rules of representation of Bielsko Logistics by the Management Board*);
2. The Lease Agreement concluded between Bielsko Logistics and Marelli Bielsko-Biala.

Wydruk informacji pobranej w trybie art. 4 ust. 4aa ustawy z dnia 20 sierpnia 1997 r. o Krajowym Rejestrze Sądowym, posiada moc dokumentu wydawanego przez Centralną Informację, nie wymaga podpisu i pieczęci.

CENTRALNA INFORMACJA KRAJOWEGO REJESTRU SĄDOWEGO

KRAJOWY REJESTR SĄDOWY

Stan na dzień 16.12.2025 godz. 15:03:19

Numer KRS: 0000640329

Informacja odpowiadająca odpisowi aktualnemu Z REJESTRU PRZEDSIĘBIORCÓW

Data rejestracji w Krajowym Rejestrze Sądowym		04.10.2016		
Ostatni wpis	Numer wpisu	38	Data dokonania wpisu	18.04.2025
	Sygnatura akt	WA.XII NS-REJ.KRS/55852/24/619/ADE		
	Oznaczenie sądu	SYSTEM		

Dział 1

Rubryka 1 - Dane podmiotu	
1.Oznaczenie formy prawnej	SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ
2.Numer REGON/NIP	REGON: 365556714, NIP: 7010620133
3.Firma, pod którą spółka działa	BIELSKO LOGISTICS SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ
4.Dane o wcześniejszej rejestracji	-----
5.Czy przedsiębiorca prowadzi działalność gospodarczą z innymi podmiotami na podstawie umowy spółki cywilnej?	NIE
6.Czy podmiot posiada status organizacji pożytku publicznego?	NIE

Rubryka 2 - Siedziba i adres podmiotu	
1.Siedziba	kraj POLSKA, woj. MAZOWIECKIE, powiat WARSZAWA, gmina WARSZAWA, miejsc. WARSZAWA
2.Adres	ul. LITEWSKA, nr 1, lok. ---, miejsc. WARSZAWA, kod 00-581, poczta WARSZAWA, kraj POLSKA
3.Adres poczty elektronicznej	-----
4.Adres strony internetowej	-----
5. Adres do doręczeń elektronicznych wpisany do Bazy Adresów Elektronicznych	AE:PL-97712-95689-TBRGR-20

Rubryka 3 - Oddziały	
Brak wpisów	

Rubryka 4 - Informacje o umowie	
1.Informacja o zawarciu lub zmianach	1 03-10-2016R.

umowy spółki	2	30.08.2018R., REP. A NR 1580/2018, NOTARIUSZ TOMASZ BĄBKA, KANCELARIA NOTARIALNA W WARSZAWIE, ZMIENIONO §2, §5, §6, §14 ORAZ §17
	3	20.12.2018R., REP. A NR 2503/2018, NOTARIUSZ MAGDALENA GORYCKA, KANCELARIA NOTARIALNA W WARSZAWIE, ZMIANA: § 5, § 6
	4	20.08.2019R., REP. A NR 21666/2019, NOTARIUSZ TOMASZ MERTA Z KANCELARII NOTARIALNEJ W WARSZAWIE, ZMIENIONO §5, §6, §13 UST.2, §13 UST.3 UMOWY SPÓŁKI ORAZ PRZYJĘTO NOWY TEKST JEDNOLITY UMOWY SPÓŁKI
	5	09.04.2020 R., REP. A NR 12779/2020, NOTARIUSZ RAFAŁ GĄSIEWSKI, KANCELARIA NOTARIALNA W WARSZAWIE PRZY PLACU BANKOWYM 1 ZMIENIONO: §5, §6 UMOWY SPÓŁKI PRZYJĘTO TEKST JEDNOLITY UMOWY SPÓŁKI
	6	28.02.2022 R., REP. A NR 6661/2022, ZASTĘPCA NOTARIALNY PIOTR ŻYWIEC ZASTĘPCA MICHAŁA BŁASZCZAKA NOTARIUSZA W WARSZAWIE Z KANCELARII NOTARIALNEJ W WARSZAWIE PRZY PLACU BANKOWYM NR 1, ZMIENIONO §5 I §6 UMOWY SPÓŁKI ORAZ PRZYJĘTO TEKST JEDNOLITY UMOWY SPÓŁKI.
	7	29.08.2024 R., REP. A NR 32851/2024, NOTARIUSZ RAFAŁ GĄSIEWSKI Z KANCELARII NOTARIALNEJ W WARSZAWIE PRZY PLACU BANKOWYM NR 1, ZMIENIONO §5 I §6 UMOWY SPÓŁKI ORAZ PRZYJĘTO NOWY TEKST JEDNOLITY UMOWY SPÓŁKI

Rubryka 5

1.Czas, na jaki została utworzona spółka	NIEOZNACZONY
2.Oznaczenie pisma innego niż Monitor Sądowy i Gospodarczy, przeznaczonego do ogłoszeń spółki	-----
3.Wspólnik może mieć:	WIĘKSZĄ LICZBĘ UDZIAŁÓW
4.Czy statut przyznaje uprawnienia osobiste określonym akcjonariuszom lub tytuły uczestnictwa w dochodach lub majątku spółki nie wynikających z akcji?	*****
5.Czy obligatariusze mają prawo do udziału w zysku?	*****

Rubryka 6 - Sposób powstania spółki

Brak wpisów

Rubryka 7 - Dane wspólników

1	1.Nazwisko / Nazwa lub firma	EUROPEAN LOGISTICS INVESTMENT SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ
	2.Imiona	*****
	3.Numer PESEL/REGON lub data urodzenia	388313959
	4.Numer KRS	0000886120
	5.Posiadane przez wspólnika udziały	42.920 UDZIAŁÓW O ŁĄCZNEJ WARTOŚCI 2.146.000,00 ZŁ.
	6.Czy wspólnik posiada całość udziałów spółki?	TAK

Rubryka 8 - Kapitał spółki

1.Wysokość kapitału zakładowego	2 146 000,00 ZŁ
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Podrubryka 1
Informacja o wniesieniu aportu

Brak wpisów

Rubryka 9 - Nie dotyczy

Brak wpisów

Rubryka 10 - Nie dotyczy

Brak wpisów

Rubryka 11 - Nie dotyczy

Brak wpisów

Rubryka 12 - Wzmianka o uczestnictwie w grupie spółek

Brak wpisów

Dział 2

Rubryka 1 - Organ uprawniony do reprezentacji podmiotu

1.Nazwa organu uprawnionego do reprezentowania podmiotu	ZARZĄD
2.Sposób reprezentacji podmiotu	DO SKŁADANIA OŚWIADCZEŃ I PODPISYWANIA W IMIENIU SPÓŁKI UPRAWNIONYCH JEST DZIAŁAJĄCYCH ŁĄCZNIE DWÓCH CZŁONKÓW ZARZĄDU ALBO TEŻ JEDEN CZŁONEK ZARZĄDU DZIAŁAJĄCY ŁĄCZNIE Z PROKURENTEM

Podrubryka 1
Dane osób wchodzących w skład organu

1	1.Nazwisko / Nazwa lub Firma	SKOLIMOWSKI
	2.Imiona	KRZYSZTOF
	3.Numer PESEL/REGON lub data urodzenia	88010617872, -----
	4.Numer KRS	****
	5.Funkcja w organie reprezentującym	CZŁONEK ZARZĄDU
	6.Czy osoba wchodząca w skład zarządu została zawieszona w czynnościach?	NIE
	7.Data do jakiej została zawieszona	-----
2	1.Nazwisko / Nazwa lub Firma	GNIAZDOWSKI
	2.Imiona	ARTUR
	3.Numer PESEL/REGON lub data urodzenia	87051309333, -----
	4.Numer KRS	****
	5.Funkcja w organie reprezentującym	CZŁONEK ZARZĄDU
	6.Czy osoba wchodząca w skład	NIE

zarządu została zawieszona w czynnościach?	
7.Data do jakiej została zawieszona	-----

Rubryka 2 - Organ nadzoru

Brak wpisów

Rubryka 3 - Prokurenci

1	1.Nazwisko	STARON
	2.Imiona	PIOTR
	3.Numer PESEL lub data urodzenia	72031701696, -----
	4.Rodzaj prokury	PROKURA ŁĄCZNA
2	1.Nazwisko	TARSKI
	2.Imiona	PATRIK ROBERT
	3.Numer PESEL lub data urodzenia	91072014918, -----
	4.Rodzaj prokury	PROKURA ŁĄCZNA

Dział 3

Rubryka 1 - Przedmiot działalności

1.Przekształcający przedmiot działalności przedsiębiorcy	1	70, 10, Z, DZIAŁALNOŚĆ FIRM CENTRALNYCH (HEAD OFFICES) I HOLDINGÓW, Z WYŁĄCZENIEM HOLDINGÓW FINANSOWYCH
2.Pozostały przedmiot działalności przedsiębiorcy	1	41, , , ROBOTY BUDOWLANE ZWIĄZANE ZE WZNOSZENIEM BUDYNKÓW
	2	43, 1, , ROZBÓRKA I PRZYGOTOWANIE TERENU POD BUDOWĘ
	3	46, , , HANDEL HURTOWY, Z WYŁĄCZENIEM HANDLU POJAZDAMI SAMOCHODOWYMI
	4	64, 92, , POZOSTAŁE FORMY UDZIELANIA KREDYTÓW
	5	64, 99, , POZOSTAŁA FINANSOWA DZIAŁALNOŚĆ USŁUGOWA, GDZIE INDZIEJ NIESKŁASYFIKOWANA, Z WYŁĄCZENIEM UBEZPIECZEŃ I FUNDUSZÓW EMERYTALNYCH
	6	68, 1, , KUPNO I SPRZEDAŻ NIERUCHOMOŚCI NA WŁASNY RACHUNEK
	7	68, 2, , WYNAJEM I ZARZĄDZANIE NIERUCHOMOŚCIAMI WŁASNYMI LUB DZIERŻAWIONYMI
	8	68, 31, , POŚREDNICTWO W OBROCIE NIERUCHOMOŚCIAMI
	9	68, 32, , ZARZĄDZANIE NIERUCHOMOŚCIAMI WYKONYWANE NA ZLECENIE

Rubryka 2 - Wzmianki o złożonych dokumentach

Rodzaj dokumentu	Nr kolejny w polu	Data złożenia	Za okres od do
1.Wzmianka o złożeniu rocznego sprawozdania finansowego	1	26.07.2018	OD 03.10.2016 DO 31.12.2017
	2	11.07.2019	OD 01.01.2018 DO 31.12.2018
	3	05.03.2021	OD 01.01.2019 DO 31.08.2020
	4	10.03.2022	OD 01.09.2020 DO 31.08.2021
	5	14.02.2023	OD 01.09.2021 DO 31.08.2022
	6	14.03.2024	OD 01.09.2022 DO 31.08.2023
	7	22.01.2025	OD 01.09.2023 DO 31.08.2024

2.Wzmianka o złożeniu opinii biegłego rewidenta / sprawozdania z badania rocznego sprawozdania finansowego	1	*****	OD 01.09.2022 DO 31.08.2023
	2	*****	OD 01.09.2023 DO 31.08.2024
3.Wzmianka o złożeniu uchwały lub postanowienia o zatwierdzeniu rocznego sprawozdania finansowego	1	*****	OD 03.10.2016 DO 31.12.2017
	2	*****	OD 01.01.2018 DO 31.12.2018
	3	*****	OD 01.01.2019 DO 31.08.2020
	4	*****	OD 01.09.2020 DO 31.08.2021
	5	*****	OD 01.09.2021 DO 31.08.2022
	6	*****	OD 01.09.2022 DO 31.08.2023
	7	*****	OD 01.09.2023 DO 31.08.2024
4.Wzmianka o złożeniu sprawozdania z działalności podmiotu	1	*****	OD 01.01.2018 DO 31.12.2018
	2	*****	OD 01.01.2019 DO 31.08.2020
	3	*****	OD 01.09.2020 DO 31.08.2021
	4	*****	OD 01.09.2021 DO 31.08.2022
	5	*****	OD 01.09.2022 DO 31.08.2023
	6	*****	OD 01.09.2023 DO 31.08.2024
6.Wzmianka o złożeniu sprawozdania z płatności na rzecz administracji publicznej	1	*****	OD 03.10.2016 DO 31.12.2017

Rubryka 3 - Sprawozdania grupy kapitałowej

Brak wpisów

Rubryka 4 - Przedmiot działalności statutowej organizacji pożytku publicznego

Brak wpisów

Rubryka 5 - Informacja o dniu kończącym rok obrotowy

1.Dzień kończący pierwszy rok obrotowy, za który należy złożyć sprawozdanie finansowe	31.08.2020
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Dział 4

Rubryka 1 - Zaległości

Brak wpisów

Rubryka 2 - Wierzytelności

Brak wpisów

Rubryka 3 - Informacje o oddaleniu wniosku o ogłoszenie upadłości na podstawie art. 13 ustawy z 28 lutego 2003 r. Prawo upadłościowe albo o zabezpieczeniu majątku dłużnika w postępowaniu w przedmiocie ogłoszenia upadłości albo w postępowaniu restrukturyzacyjnym albo po prawomocnym umorzeniu postępowania restrukturyzacyjnego

Brak wpisów

Rubryka 4 - Umorzenie prowadzonej przeciwko podmiotowi egzekucji z uwagi na fakt, że z egzekucji nie uzyska się sumy wyższej od kosztów egzekucyjnych

Brak wpisów

Dział 5

Rubryka 1 - Kurator

Brak wpisów

Dział 6

Rubryka 1 - Likwidacja

Brak wpisów

Rubryka 2 - Informacje o rozwiązaniu lub unieważnieniu spółki

Brak wpisów

Rubryka 3 - Nie dotyczy

Brak wpisów

Rubryka 4 - Informacja o połączeniu, podziale lub przekształceniu

Brak wpisów

Rubryka 5 - Informacja o postępowaniu upadłościowym

Brak wpisów

Rubryka 6 - Informacja o postępowaniu układowym

Brak wpisów

Rubryka 7 - Informacje o postępowaniach restrukturyzacyjnych, o postępowaniu naprawczym lub o przymusowej restrukturyzacji
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Brak wpisów

Rubryka 8 - Informacja o zawieszeniu działalności gospodarczej
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Brak wpisów

Rubryka 9 - Informacje o przyjęciu do akt rejestrowych dokumentów dotyczących przekształcenia, połączenia lub podziału transgranicznego

Brak wpisów

data sporządzenia wydruku 16.12.2025

adres strony internetowej, na której są dostępne informacje z rejestru: prs.ms.gov.pl

LEASE

BY AND BETWEEN

BIELSKO LOGISTICS SP. Z O.O.

and

MARELLI BIELSKO-BIAŁA POLAND SP. Z O.O.

OF PREMISES IN THE BUILDING LOCATED IN

PANATTONI PARK BIELSKO-BIAŁA III

THIS LEASE (the "Lease" or the "Lease Agreement") is made on 14.8.2019 in

BY AND BETWEEN:

(1) **BIELSKO LOGISTICS SP. Z O.O.** with its registered office in Warsaw at ul. Litewska 1, 00-581 Warsaw, registered in the registry of entrepreneurs of the National Court Register kept by the District Court for the capital city of Warsaw in Warsaw, XII Commercial Division of the National Court Register under KRS number 0000640529, NIP (tax identification number): 7010620133, REGON (statistical number): 365556714, represented by:

Lukasz Toczek
Przemyslaw Czuk

(the "Landlord")

and

(2) **MARELLI BIELSKO-BIAŁA POLAND SP. Z O.O.** with its registered office in Bielsko-Biala at ul. Grażyńskiego 141, 43-300 Bielsko-Biala, registered in the registry of entrepreneurs of the National Court Register kept by the District Court in Bielsko-Biala, VIII Commercial Division of the National Court Register under KRS number 0000255868, NIP (tax identification number): 5472045857, REGON (statistical number): 24034290, represented by:

Aleksander Kuczera
(the "Tenant").

The Landlord and the Tenant are hereinafter jointly referred to as the "Parties" and each of them individually as a "Party".

Current excerpt from the register of entrepreneurs of the National Court Register for the Tenant and the Landlord constitutes Schedule 9 to this Agreement. Granted powers of attorney for the representatives of the Tenant and the Landlord constitute Schedule 10 to this Agreement.

WHEREBY IT IS AGREED as follows:

1. DEFINITIONS

For the purpose of this Lease Agreement, unless the context requires otherwise, the words and expressions mentioned below shall mean as follows:

"Building"

Building, in the development known as Panattoni Park Bielsko-Biala III, containing the Unit, representing a part of the Development located in Bielsko-Biala (marked on the plan constituting in Schedule 4 hereto) and the plots of land, on which the Building is located, entered into the Land and Mortgage Register KW No. BB1B/00151169/2, BB1B/00152309/3, BB1B/00152310/3, BB1B/00008039/5, BB1B/00010709/0, BB1B/00006757/0, maintained by the District Court in Bielsko-Biala.

"Commencement Date"

1 February 2021, subject to the delivery of the Warehouse-Production Premises and Office Premises to the Tenant and delivery of the bank guarantee to the Landlord, in accordance with this Agreement, unless otherwise specified in this Lease.

“Common Areas”

In case there are at least two tenants in the Building: the common areas of the Development (including common areas in the Building), including all service roads, car parks, access ways, fire escapes and open areas of the Development and other areas which are not intended for the exclusive use by any of the tenants in the Development.

In case there is only one tenant in the Building: any areas of the Development (including the Building) which are not used exclusively by the tenant.

“Development”

The land at ul. Szklana 164 in Bielsko-Biala and any buildings, structures or other facilities on that land and anything attached to such buildings or structures constituting in total the development known as Panattoni Park Bielsko-Biala III.

“Expiry Date”

The date on which this Lease expires or terminates.

“Lease” or “Lease Agreement”

This agreement and any schedules, attachments and annexes hereto.

“Office Premises”

The Office Premises described in Schedule 1 and shown in Schedule 4 hereto, located on the ground floor and the first floor of the Building.

“Plans”

The plans attached as Schedule 4 hereto.

“Rent”

The rent specified in Schedule 2 hereto.

“Rentable Area”

The area that is designated or may be designated for a lease on an exclusive basis to any tenant in the Building or in the Development.

“Service Charges”

The service charges specified in Schedule 2 hereto.

“Services”

The services specified in Schedule 3 hereto.

“Tenant’s Percentage”

Tenant’s Percentage per Building and/or Tenant’s Percentage per Development, as the case may be.

"Tenant's Percentage per Building"

The area of the Unit expressed as a percentage of the total Rentable Area in the Building, calculated using the following formula:

$$(RAU * 100\%)/RAB = TPB \%$$

where:

RAB – the total Rentable Area of the Building, which as of the date hereof amounts to **41 579,05** sq. m.

RAU – the Rentable Area of the Unit

TPB – the Tenant's Percentage per Building, which as of the date hereof amounts to **22,63%**

In case of change of RAB or RAU parameters in a way that leads to decrease of TPB, such change shall be implemented automatically without necessity of signing additional annex or agreement by the Parties.

In case of change of RAB or RAU parameters in a way that leads to increase of TPB, such change of TPB shall be confirmed in an annex or agreement signed by the Parties. Till that agreement is reached, for the purpose of this Lease Agreement, previous TPB shall apply.

"Tenant's Percentage per Development"

The area of the Unit expressed as a percentage of the total Rentable Area in the Development, calculated using the following formula:

$$(RAU * 100\%)/RAD = TPD \%$$

where:

RAD – the total Rentable Area of the Development, which as of the date hereof amounts to **41 579,05** sq. m.

RAU – the Rentable Area of the Unit

TPD – the Tenant's Percentage per Development, which as of the date hereof amounts to **22,63%**

In case of change of RAD or RAU parameters in a way that leads to decrease of TPD, such change shall be implemented automatically without necessity of signing additional annex or agreement by the Parties.

In case of change of RAD or RAU parameters in a way that leads to increase of TPD, such change of TPD shall be confirmed in an annex or agreement signed by the Parties. Till that agreement is reached, for the purpose of this Lease Agreement, previous TPD shall apply.

"Taxes and Fees"

The taxes and fees on the ownership, use or occupation of real estate, or taxes on the value of any improvements made to the Unit and/or the Development, perpetual usufruct fee, which are payable in relation to the Unit and/or the Development during the Lease Term (but excluding any interest or penalties), as well as any cost which may be charged by the authorities/owners to the Building and/or Development as a whole. For the avoidance of doubt, it is hereby confirmed that the term "Taxes and Fees" does not include, for the purposes of this Lease, any taxes imposed on the Landlord in relation to its income or profits.

"Unit"

The Warehouse-Production Premises and Office Premises located in the Building (marked on the plan constituting Schedule 4 hereto), which are jointly the subject of the Lease.

"Warehouse-Production Premises"

The Warehouse-Production Premises described in Schedule 1 and shown in Schedule 4 hereto, located on the ground floor of the Building.

2. SUBJECT OF LEASE

2.1 The Landlord hereby leases to the Tenant the Unit consisting of the Warehouse-Production Premises and the Office Premises, as described in Schedule 1 and shown in Schedule 4 hereto. The Tenant accepts such lease of the Unit consisting of the Warehouse-Production Premises and the Office Premises on the terms and conditions of this Lease Agreement. In addition, the Landlord hereby leases to the Tenant 35 (thirty five) parking spaces and loading area located at the front of the Unit, for the exclusive use of the Tenant. The fee for the use of parking spaces and the loading area is included in the Rent.

2.2 The Parties agree that for the purpose of calculating the Rent and the Services Charges, the Rentable Area of the Warehouse-Production Premises shall be 8,808 sq. m. and the Rentable Area of the Office Premises shall be 602.92 sq. m., whereby 301.92 sq. m. of the Office Premises will be located on the ground floor and 301 sq. m. of the Office Premises will be located on the first floor of the Building. In addition, the Tenant shall pay Rent and the Service Charges for a share of the Common Areas in the Building, according to the Tenant's Percentage, i.e. for 25.63 sq. m.

2.3 The Parties agree that the Unit is leased to the Tenant for the purpose of: 1) general warehousing of completed products or their parts, as well as for production purposes (production of automotive parts or other automotive components and all actions associated with it, such as quality control, R&D, repairs, scrapping, painting activities) - that will be conducted in the Warehouse-Production Premises, and 2) office activities - that will be conducted in the Office Premises. Unit shall be used in accordance with this Lease and binding provisions of Polish law. Any change in the use of the Unit by the Tenant shall require the Landlord's prior written consent, which shall not be unreasonable refused or withheld.

2.4 The Parties hereby confirm that the Tenant is allowed to install painting line with the auxiliary equipment needed for the process included the equipment of pre-treatments of the waste water in the Unit in the area indicated in Schedule 4 hereto (the "**Painting Machine**"). The Parties agreed that the Tenant shall be solely responsible for obtaining all permits, approvals, etc. and complete any procedures, which are required for the purposes of installation and operation of the Painting Machine in the Unit. The Tenant shall also incur all the costs in this respect. Obtaining of the required permits, approvals, etc., completion of required procedures, as well as installation of the Painting Machine in the Unit, shall have no impact on the dates agreed in this Agreement. In particular the Parties agree and confirm that in case any of the required permits, approvals and procedures will not be obtained and completed by the Commencement Date, the handover of the Unit and the Commencement Date shall take place as agreed in this Lease and the Tenant shall be obliged to pay the Rent and fulfil any and all of its obligations described in this Lease as of the Commencement Date. Until all required permits, approvals and procedures are obtained and completed, the Tenant shall use the Unit in accordance with and to the extent permitted by the currently held permits, approvals, etc. and within the limits prescribed by binding provisions of law. Additionally, if the installation of the Painting Machine (or any related works) will take place within an early access period described in point 3.4 below, the Tenant's works may not interfere with the works performed in the Unit or the Building at

the same time by the Landlord (or its contractors). The Tenant shall indemnify and keep the Landlord harmful against any and all claims resulting from the Tenant's failure to comply with its obligations described in this point 2.4.

2.5 The Landlord shall prepare the Building and Unit in accordance with Schedule 7 hereto (Technical Specification) until Commencement Date.

The Parties however agree that:

- (a) Since the Tenant has been granted early access to the Unit to carry out its own preparation works, such early access may and in some cases certainly will interfere with the Landlord's preparation works;
- (b) The Landlord will carry out the works regarding outside areas of the Building, i.e. preparation of technical rooms and canopies, after the Commencement Date, which shall be completed by the Landlord not later than within 2 (two) months after the Commencement Date. The Tenant accepts and consent for the Landlord's completion of the indicated works after the Commencement Date, in particular the Tenant shall not be entitled to refuse the execution of the handover protocol due to the fact that these works are not completed on the Commencement Date;
- (c) However, the Parties agree that structural works of the Building (such as cellar, walls, roofing and other important structures (electrical lamps, all electrical connections needed for warehouse, heating system, doors and gates, access roads to Building)), which are required for using the Building for warehousing and Tenant's preparation works are already complete, or have to be completed by Commencement Date.

The Parties further attached hereto, as Schedule 14, timetable of the works to be completed in the Unit for the purposes of its preparation for the Tenant's use, prepared as of the date of execution of this Lease. The Parties agree and confirm that this timeline is due to interferences mentioned above of indicative nature only and the deadlines set forth therein may change during the completion of the particular works. If due to the works performed or requested to be performed by the Tenant, the dates indicated in the timeline will due to such interferences caused by Tenant change to the effect that the Commencement Date will be postponed, such postponement shall not release the Tenant from the obligation to pay the Rent and the Service Charges from the date originally indicated as the Commencement Date. For the avoidance of doubts the Parties confirm that in such case the Tenant will not be entitled to any compensation from the Landlord, including in particular the contractual penalties indicated in point 3.3 below. In order to avoid such or any other delays, the Tenant shall be entitled to participate in the weekly meetings with the general contractor and/or other contractors and to receive the information about the progress of works and the current status of the timeline attached in Schedule 14. Should the completion of some of the works shown in Schedule 14 be delayed by more than 2 (two) months upon Commencement Date, the Tenant shall be entitled to proceed in a way analogue to the substitutive performance right provided for in point 3.2 below (sixth paragraph).

2.6 In case there shall be a free Rentable Areas in the Building beginning from the fourth year of the Lease Term, the Tenant will have the priority right to lease them from the Landlord in accordance with the procedure set forth in this point 2.6 (the "**Expansion Right**"). To allow the Tenant to execute its Expansion Right, the Landlord shall immediately notify the Tenant about any free Rentable Areas in the Building and the Tenant shall have 14 (fourteen) days from such notification to decide whether it is interested in leasing them. In case the Tenant expresses its interest within given term, Parties shall commence a negotiation in good faith to agree the terms and conditions of the lease of such Rentable Areas. The Landlord will be free to lease those Rentable Areas to any other tenants in case the Tenant will inform the Landlord that it is not interested in leasing of those Rentable Areas, or the Tenant will not provide the Landlord with its answer within the term prescribed above or if negotiation won't end

with signing of the lease agreement (or annex to this Lease Agreement) within 1 (one) month from the day on which the Tenant informed the Landlord that it is interested in leasing of such free Rentable Areas.

3. THE LEASE TERM

3.1 This Lease shall come into effect upon the signing by the last of the Parties, however the Lease Term as well as the obligation of the Tenant to pay Rent shall commence at 00:01 on the Commencement Date and, subject to earlier termination in accordance with the provisions hereof, it shall expire after **10 (ten) years** from the Commencement Date (the "**Lease Term**").

The Tenant is entitled to extend the Lease Term for additional term of 2 (two) years, provided that the Tenant delivers to the Landlord a written notice that it intends to extend the Lease Term no later than 24 (twenty four) months before the expiry of the initial Lease Term (the "**Extension Right**"). Upon receiving the Tenant's notice indicated in the previous sentence, the Landlord and the Tenant shall commence a negotiation in good faith to agree the terms and conditions of the prolongation of the Lease Term. If the Parties will not come into the conclusion and will not sign an Annex to the Lease Agreement confirming such terms and conditions within 2 (two) months from the date of receiving of the Tenant's notice by the Landlord, the Extension Right shall expire and the Landlord shall be allowed to lease the Unit to another entity after the end of Lease Term set forth in this Lease Agreement.

3.2 After the Unit has been prepared for the Tenant, the Landlord shall notify the Tenant in writing of the possibility of the taking over of the Unit on the Commencement Date. Such notification shall be delivered to the Tenant at least 14 (fourteen) working days before Commencement Date. The Landlord declares that the Unit, as well as the Building and the Development (in a scope required to use Unit by the Tenant in accordance with this Agreement), shall have final occupancy permit on the Commencement Date at the latest and the Unit shall be delivered to the Tenant in a fully usable condition, subject to the provisions of this Agreement (including in particular the provisions of point 2.4 and 2.5 above).

The Landlord declares that it is an owner of the Development, the Building and the Unit and it has the right to lease the Unit to the Tenant on the terms and conditions set forth in this Lease Agreement. The Landlord declares that there are no corporate approvals necessary to conclude this Lease Agreement.

The Landlord confirms, that in accordance with the environmental report prepared by WSP Polska Sp. z o.o dated 11 April, 2017 there are no environmental contaminations in the Building and in the soil beneath the Building.

Upon receipt of notification described above, the Tenant shall be under a duty to inspect the Unit. Inspection can be performed by the Tenant from the day of receipt of notification until the Commencement Date, without any time and scope limitations (however it shall not interfere with or hinder the works performed in the Unit during this time by the Landlord or its contractors). Should participation of the Landlord's personnel in such inspection be necessary (for instance for the provision of access to certain areas, for explaining, etc.), the Landlord shall provide the Tenant with such support. Not later than 1 (one) day before the Commencement Date, the Tenant shall provide the Landlord with a comprehensive, binding and final list of any defects of the Unit revealed during inspection. If the Tenant does not inspect the Unit or does not provide the Landlord with a list of defects as described above, it shall be regarded as a confirmation that the Unit has been prepared in accordance with the Lease and the Tenant shall not be entitled to refuse the signing of the handover protocol on the Commencement Date, provided that Unit, as well as the Building and the Development (in a scope required to use Unit by the Tenant in accordance with this Agreement), shall

have final occupancy permit on the Commencement Date. Any defects identified by the Tenant during the inspection described above shall be divided in two categories:

- (i) **major defects** - understood as defects which prevent the Landlord from obtaining the occupancy permit for the Unit (or the Building) or the defects which completely prevent or significantly impede the use of the Unit by the Tenant in accordance with the provisions of this Lease, the list of which is attached hereto as Schedule 11, and
- (ii) **punch list items** - understood as any other defects.

The Tenant shall only be entitled to refuse signing the handover protocol in case there are major defects of the Unit (or the Building). In this case, the Landlord shall be obliged to remove all revealed major defects not later than within 2 (two) months from the Tenant's notification of such defects (unless due to the technical, technological or administrative reasons removal of major defects requires more time, about which the Landlord shall inform the Tenant) and Commencement Date shall be appropriately postponed until all major defects are removed.

In respect of the punch list items the Parties shall agree upon a reasonable time frame during which these items shall be remedied by the Landlord, however not longer than 2 (two) months from the Tenant's notification of such defects (unless due to the technical, technological or administrative reasons removal of punch list items requires more time, about which the Landlord shall inform the Tenant). In the event the Landlord does not remedy the punch list items within the above specified deadline (or a longer deadline if required due to the character of a particular defect or technical reasons, about which the Landlord shall inform the Tenant), the Tenant shall be entitled to order the removal of such punch list items to the general contractor or the subcontractor indicated by the general contractor for the Landlord's costs. In case the general contractor is in bankruptcy or refuses to start performing the works requested by the Tenant or fails to name company to be appointed or such company fails to start performing the works requested by the Tenant within 1 (one) week from Tenant's request, Tenant will be free to choose another company to execute of works, however the Tenant shall be under a duty to ensure that such work are carried out by the reputable entity having all relevant necessary authorisations (i.e. consents, certificates, etc.) for the purpose of this kind of works and shall assure that relevant guarantee or warranty will be granted by such entity after the completion of the works.

All works regarding removal of punch list items shall be performed if required in cooperation with the Tenant and in such a way as to hinder as little as possible the use of the Unit. Removal of defects that were not identified in the Unit during the Tenant's inspection, in particular the defects whose identification during the Tenant's inspection was impossible because of their nature (hidden defects), as well as defects identified after expiration of the guarantees or warranties, shall be coordinated by the property manager. Provisions of point 4.4 shall apply accordingly.

In case of a dispute between the Parties whether the defect is a major defect or a punch list item, or whether a defect exists, the Parties may appoint an expert chosen from the following entities: Arcadis sp. z o.o., Gleeds Polska sp. z o.o., Bilfinger Industrial Services Polska sp. z o.o. In the event the Parties do not agree which company should be an expert within 5 (five) days from the date of the dispute regarding the given defect, Arcadis sp. z o.o. shall be the expert. An expert shall provide the Parties with its opinion within 5 (five) days from its appointment. Such opinion will be final and binding on both Parties (save for fraud or manifest error), and the costs of it shall be borne by the Party which the expert declares to be incorrect in its claims regarding the classification of a defect or existence thereof.

The Parties shall sign a handover protocol, in the form substantially as attached hereto in Schedule 8, upon taking over of the Warehouse-Production Premises and Office Premises, which shall include a Tenant's confirmation that the Unit has been inspected and it meets all specifications included in the

Lease, subject to provisions of points 2.4 and 2.5 above. Both Parties undertake to act in good faith and due diligence with respect to the procedure of handing over the Unit to the Tenant. If the Tenant's authorized representative fails – without reasonable justification – to appear at the Commencement Date or another date agreed by the Parties as a date of signing the handover protocol or refuses to sign the handover protocol without appropriate justification (i.e. a major defect), such failure to appear or refusal to sign shall be registered in the handover protocol and the Warehouse-Production Premises and the Office Premises shall be deemed accepted by the Tenant and handed over to the Tenant on the Commencement Date, provided that Unit, as well as the Building and the Development (in a scope required to use Unit by the Tenant in accordance with this Agreement), has final occupancy permit on the Commencement Date. The Landlord may withhold handover of the Unit to the Tenant, in the event the Tenant failed to deliver to the Landlord the bank guarantee compliant with the point 13 hereof, in which case lack of handover of the Unit does not release the Tenant from the obligation to pay the Rent and the Service Charges from the date originally indicated as the Commencement Date. For the avoidance of doubt, in the case of postponement of any dates due to the Tenant's delay in delivery of any of the above-described securities, no contractual penalty shall be due from the Landlord.

3.3 In case the delivery of the Unit to the Tenant does not take place until the Commencement Date, due to the Landlord not obtaining the occupancy permit permitting for use of the Unit or the Building or existence of major defect the delivery of the Unit shall take place promptly after issuance of such occupancy permit or removal of such a major defects and such date shall be the Commencement Date, which shall be adjusted accordingly towards the original Commencement Date. The Landlord shall notify the Tenant of such Commencement Date in writing. If such situation is a result of circumstances for which the Landlord is responsible due to the Landlord's fault, the Tenant shall be entitled by virtue of compensation exclusively to the contractual penalty in the amount of the Rent due for 2 (two) days for each day of delay, but in any case no more than the equivalent of 6 (six) months' Rent in aggregate. The Parties shall agree, whether the above contractual penalty, if due, shall be paid by virtue of cash payment in the respective amount or by virtue of set off with the Rent due to the Landlord from the Tenant.

In the event the Commencement Date is delayed for the period exceeding 8 (eight) months as a result of the circumstances due to the Landlord's fault, the Tenant is entitled to withdraw from the Lease Agreement, without the right to any claims against the Landlord, subject to contractual penalty as indicated above. The Tenant shall submit its statement regarding the withdrawal from the Lease Agreement, in writing unless being null and void, no later than within 30 (thirty) days from the date of lapse of the 8 (eight) months' period of delay of the Commencement Date. Such withdrawal will be with immediate effect.

3.4 Tenant is allowed to access the Unit after the Landlord has completed the construction of the Building, but prior to the Commencement Date and the issuance of the occupancy permit for the Unit exclusively to prepare it for its individual needs (e.g. installation of warehouse racks, mezzanines, conveyors, etc.), at its own cost and risk and in the time line and scope agreed with the Landlord. In accordance with the Parties' estimation an early access of the Tenant to the Unit shall take place on **15 September 2020**, however the Landlord shall inform the Tenant of the exact date of possible access in a separate notice delivered a week prior to it. The Tenant shall be entitled to access the Unit not later than by 21 September 2020, subject to the following provision of this point 3.4. The Tenant's adaptation works to be performed in the Unit during an early access period are listed in Schedule 12 hereto (the "**Tenant's Adaptation Works**"). All works carried by the Tenant in the Unit from the date when the Tenant has an access to the Building require the prior written consent of the Landlord, which may be refused due to justified reason, in particular if such works prevent or hinder obtaining the occupancy permit for the Building or any of its part, or infringe or may infringe or change the construction of the Building or any of its part, however Landlord confirms that by signing of this Lease Agreement it grants its consent for Tenant's Adaptation Works listed in Schedule 12 hereto. Should the works to be performed by the Tenant require getting any permits (building permit,

occupancy permit, etc.), the Tenant shall apply for such permit on its own name and on its own cost, however if due to legal requirements such permits could be obtained only by the Landlord, the Landlord undertake to apply for such permits on its own behalf but on the Tenant's costs. If such works generated consumption of electricity or other media, the Tenant shall reimburse the Landlord for the cost of such consumed media (upon provision of an invoice by Landlord). If during an early access of the Tenant to the Building any works will be performed in the Unit also by the Landlord (or its contractors), the Parties shall cooperate in good faith with each other to ensure that each Party may perform its works in a proper and undisturbed way. The Tenant shall only be allowed to access the Unit after it has provided the Landlord with certificates confirming the existence of the insurance policies for all works to be performed and the bank guarantee required in accordance with point 13 hereof. Furthermore, depending on the scope of the works to be performed by the Tenant, the Landlord may present the Tenant with its insurance requirements concerning the scope and the limit of cover. In such case the Tenant shall present the Landlord without undue delay with sufficient proof of existence of such insurance coverage conforming to the Landlord's requirements and shall only be allowed to access the Unit after delivery of such confirmation. During the period from the date when the Tenant has access to the Building for the purpose of preparing the Unit for its individual needs, until the Commencement Date, the Tenant shall be under a duty to fulfil all its obligations under this Lease and all terms and conditions of this Lease will apply accordingly, whereby the Tenant shall pay the rent in the amount constitute the equivalent of the Service Charge and media (the calculation of which shall be prepared and provided to the Tenant along with an invoice) starting from December 2020 until the Commencement Date. Payment for the above described expenses shall be made by the Tenant within 21 (twenty one) days since delivery of the respective invoice from the Landlord, which shall be issued following delivery of the invoice from the respective utility provider.

4. THE TENANT'S OBLIGATIONS

4.1 Paying the Rent

The Tenant shall pay the Rent on dates and in the manner specified in this Lease, in particular in point 3 and Schedule 2 hereto. The Tenant shall have the right to set off, reduce or retain against Rent or any other payments due under this Agreement any of its own claims against the Landlord only in case the Tenant's receivable has been confirmed by an agreement of the Parties, confirmation of the Landlord or a court decision.

4.2 Paying Service Charges and Expenses

The Tenant shall pay the Service Charges and other expenses due under this Lease on dates, in the amount and in the manner specified in this Lease, in particular in Schedule 2 and Schedule 3 hereto.

4.3 Complying with the statutory requirements

In relation to the use of the Unit and to the exercise of its rights under the Lease, throughout the Lease Term, the Tenant shall:

- (a) comply at its own expense with all relevant laws, and all legal requirements of all competent authorities,
- (b) do (or respectively fail to take the respective actions) or permit any other person to do (or respectively fail to take the respective actions), which may cause the Landlord's liability for any penalties, damages, or other costs or expenses, and shall indemnify the Landlord against all consequences of any breach by the Tenant of this obligation.

4.4 Maintenance and Repairs

Subject to the provisions of this Agreement, the Landlord shall take all necessary and reasonable steps to keep the Unit in a fully usable condition in accordance with this Agreement through the whole Lease Term and keep the Building and Development in a condition that allows the Tenant to use the Unit in accordance with this Agreement.

Throughout the Lease Term the Tenant shall:

- (a) take care of the Unit and all devices and equipment therein and maintain them in good condition and working order allowing their full usage.
- (b) replace all fixtures, fittings and other equipment of the Unit and any components thereof or consumables (including equipment belonging to the Tenant) which is damaged, worn out, or otherwise in need of replacement, with new items of the same type and quality, however accepting the normal wear and tear.
- (c) keep the Unit clean and tidy, and shall not keep any rubbish there any longer than is necessary, nor dump it anywhere in the Development other than in the rubbish bins, skips or other containers provided for that purpose in areas designated by the Landlord from time to time.
- (d) be liable for any and all damage caused to the Development, Building or Unit by the Tenant, its employees, visitors, suppliers, workers, entrusted directly or indirectly by the Tenant or by any person allowed by the Tenant to enter the Development, Building or Unit, regardless whether intentionally or negligently. In case of such damage, the Tenant shall repair it immediately at its own expense.

The detailed list of the Parties responsibilities with respect to maintenance and repairs obligations are attached hereto in Schedule 3. In case there are any parts of the Unit, Building or Development, its devices, equipment, installations or any other components that are not predicted in Schedule 3, then obligation to perform of its maintenance and repair works through whole Lease Term is on the Landlord and Landlord shall perform such obligations on the Tenant's costs payable through the Service Charges. If it is not clear who is responsible for performing the given work, repair, etc., the Parties shall in good faith agree whether the Tenant or the Landlord should complete such works, however, in each case the works shall be performed on the Tenant's costs payable through the Service Charges.

The above obligations of the Tenant to do any repairs shall commence upon the expiry of the guarantee period for each of the devices and equipment, however the Tenant shall always be under a duty to ensure that such repairs are carried out by the relevant contractor/manufacturer granting the guarantee or another entity having relevant necessary authorisations (i.e. consents, certificates, etc.) for the purpose of this kind of repairs. The table indicating the exact guarantee periods for the components of the Building and the Unit is attached hereto as Schedule 13.

In case when the Tenant has failed to execute or has inappropriately executed obligations resulting from this point 4.4, the Landlord upon prior setting forth a deadline for proper execution not shorter than 3 (three) days and its ineffective expiry shall be able to carry out all necessary repairs or cleaning at the Tenant's expense. Setting forth a deadline is not needed in very exceptional situations, in particular when there is a threat of damage to the Development, the Building or the Unit or significant difficulties for other tenants in the Development and when setting such a deadline would only worsen the situation, according to the Landlord's reasonable discretion.

The Tenant shall not be responsible for any repairs or replacement of any structural parts of the Building (understood as the exterior walls, the foundations and the roof construction only), with the exception of damages caused by the Tenant, its employees, visitors, suppliers, workers, entrusted

directly or indirectly by the Tenant or by any person allowed by the Tenant to enter the Development, Building or Unit, regardless whether intentionally or negligently.

4.5 Alterations of the Unit

At any time the Tenant shall not erect or make (or allow anyone else to do so) any new structure, or major improvements, alterations or additions to the Unit, or the Building or the Development, including in particular the parking spaces, or otherwise to change its existing external design or appearance, except in accordance with plans, drawings and specifications previously submitted to and approved by the Landlord in writing. The Tenant may make the minor improvements, alterations or additions to the Unit related to the current use of the Unit in accordance with this Agreement, without the prior consent of the Landlord, however in such a case the Tenant should inform the Landlord of the planned works and is allowed to complete them if the Landlord does not object their execution within 3 (three) days from receiving of a notice from the Tenant. Objection requires reasonable justification. All alterations made by the Tenant must comply with the binding provisions of the law (in particular construction law), any applicable norms and best practices, as well as – to avoid any doubts – the Tenant will be responsible for obtaining any required permits, consents and decisions and for filing of any required notifications, whereby Landlord shall support the Tenant if needed (for instance if only Landlord's applications are accepted by competent authorities). In the event of any breach of the above provision, the Tenant shall immediately, upon written notice from the Landlord requiring it to do so, reinstate the Unit to its condition before the said breach. Should the Tenant fail to reinstate the Unit promptly, the Landlord shall be entitled to do so itself at the Tenant's cost. The Tenant shall deliver to the Landlord, upon its request, all permits, consents and decisions and all notifications to respective authorities (together with filed applications) obtained or filed (as the case may be) by the Tenant in connection with the above Tenant's changes and works, as well as the design documentation connected with the above Tenant's changes and works (in particular execution designs and as-built documentation).

In case of the above alterations the Landlord shall have a right of first refusal to carry out the works - within the scope approved by the Landlord - if the terms and conditions offered for the works by the Landlord is not worse than the terms and conditions offered to the Tenant by third-party bona fide external contractors.

4.6 Signs and advertisements

Except as required by law, without the prior written consent of the Landlord the Tenant shall not erect or place in the Common Areas, on the facade or on the outside of the Unit or the Building, in such a way as to be visible from outside, any signs and advertisements and shall not allow any party to place them as specified above. The erection or placing of any signs or advertisement to which the Landlord grants prior written consent shall always be undertaken subject to applicable laws. The Landlord's consent shall not be unreasonable refused or withheld.

For the avoidance of doubt, all costs associated with placement and execution and further with maintenance, media, etc. in connection with any sign or advertisement rest with the Tenant. Each time the Tenant will agree with the Landlord the need of performing maintenance services and its scope in respect of such sign or advertisement (before its execution), which does not exclude the overall responsibility of the Tenant for the execution of these works.

4.7 Restrictions of Use

The Tenant shall not bring or allow to be brought onto the Development or into the Building (or to allow them to remain if they are found there) any dangerous goods understood as goods indicated in Act of 28 October 2002 on road transport of dangerous goods (Dz.U. No. 199 pos. 1671 as amended) ("ADR Act") and the European Agreement concerning the International Carriage of Dangerous Goods by Road (ADR) executed in Geneva on 30 September 1957 (Dz.U. of 2002 No. 194 pos. 1629)

or other hazardous materials, requirements for storing or warehousing of which exceed the conditions resulting from the Technical Specification for the Unit or the Building (especially exceed conditions for fire loading of the Building and applied fire-fighting solutions), whether or not the possession and keeping of which is subject to obtaining special permits under Polish law, except for the chemical substances listed in Schedule 15 hereto, which may be storage in the Tenant's chemical room. In case the Tenant wishes to store, maintain, generate or release any hazardous or other dangerous materials on the Development or in the Building, it shall first provide the Landlord in advance with a written notice of the particulars of the envisaged activity in this respect and must obtain a prior consent of the Landlord. Following obtaining the above notice, the Landlord shall be entitled to demand, both prior to granting the consent and at any time during the Lease, that the Tenant provides any requested documents pertaining to such activity of the Tenant in particular documents confirming that the Tenant complies with all applicable provisions of Polish law and disposes of any hazardous substances properly as well as to inspect the Unit in respect of activities connected with such substances upon prior notice to the Tenant. The Tenant shall indemnify the Landlord against all direct and indirect legal and financial consequences of any breach of this provision. In particular, in case the Tenant's activities result in any pollution of the Development, without prejudice to other rights available to the Landlord under Polish law, the Landlord shall be entitled to request that the Tenant removes such pollution at its own cost. Furthermore, in case any of the charges related to the Development or the Building are increased due to such activity or any additional charges or fees are imposed on the Development or the Building or the Landlord as the owner thereof as a result of such activity, the Tenant shall be under a duty to bear such costs as parts of the Service Charge. The obligations contained in this paragraph shall survive the termination of this Lease during the period when the Tenant occupies the Building. Moreover, during the whole Lease period the Landlord shall be authorised to take actions determined in Part III of Schedule 1.

4.8 Sub-letting and transfer of rights under the Agreement

The Tenant shall not assign, underlet, share, or part with possession or occupation of all or part of the Building without the prior written consent of the Landlord, which however shall not be unreasonable refused or withheld. This does not apply in case of subletting or sharing the use with a company being controlled by, under common control with or controlling the Tenant, however in such a case the Tenant shall be responsible for the actions and omissions of these subtenants or entities sharing the use of the Unit with the Tenant, as for its own actions or omissions.

4.9 Insurance

Subject to any exclusions and limitations imposed by the Tenant's insurers and the applicable law the Tenant shall in accordance with the market practice obtain and keep in force at its own expense (promptly paying all necessary premiums) general civil liability with extension for Tenant's liability (covering losses in real estate property and moveable property, loss or damage to machinery, installations and equipment, being the Tenant's property) against third party claims arising from physical injury and property loss or damage with claim limits for each occurrence of not less than of EURO 500,000 and of EUR 1,000,000 in aggregate, subject always to indexation as agreed under this Agreement. If the Tenant conducts any adaptation works, it will be required to present the scope of this works and based on this the Landlord will present the Tenant with its insurance requirements, however such requirements shall be reasonable and adequate and shall not be significantly different from the current market standards applicable for such insurances. For modernization and/or construction works the Landlord will require the general civil liability policy covering modernization and/or construction activity. In case the Tenant wishes to store, maintain, generate or release any hazardous or other dangerous materials on the Development or in the Building it has to present the general liability policy with extension for Tenant's liability and pollution liability with written confirmation concerning the coverage of activity connected with storage of hazardous materials with the limit of not less than of EURO 2,000,000 per occurrence and EURO 3,000,000 in aggregate.

The Tenant will not undertake actions (or will not allow for actions to be taken) and will not keep (or allowed to be kept) in the Building anything which could violate the terms of the insurance agreements concluded by the Landlord concerning the property, civil liability or the loss of rent (business interruptions) or which could prevent the Landlord from concluding the above mentioned insurance agreements with insurers chosen by the Landlord, provided that the Landlord previously informed the Tenant about the general terms and conditions of the above mentioned insurances, in particular when the Landlord delivered a summary of such conditions to the Tenant.

For the Tenant's protection, the Tenant shall maintain insurance at its expense for fire, flood and other perils, theft, loss of revenue and other coverage usually maintained by businesses of this kind in the area in which the Development is located on all of its personal property, including trade fixtures located in the Unit, or on the area designated as the car park. If the Tenant stores in the Unit movables belonging to third parties, it shall assure that such third parties maintain proper personal property insurance. The Landlord shall not be held liable for any loss, damages or expenses for actions committed on areas for which the Tenant is responsible for insuring.

Upon the Landlord's written request, the Tenant shall be under a duty to provide the Landlord with certificates confirming the existence of any insurance policies concluded by it pertaining to the Unit or property held in it or activities undertaken in it.

4.10 Surrender of the Unit

At the latest by midnight on the Expiration Date, the Tenant shall hand over the Unit to the Landlord in such state of repair and condition, and complete with all such fixtures, fittings and other items as is consistent with the Tenant's obligations under this Lease, which means in a condition corresponding with the one as of signing the hand-over protocol on the Commencement Date, however, subject to the ordinary wear and tear. The Landlord is entitled to request the Tenant to restore the Unit to its state as at the day of delivery to the Tenant on the Commencement Date, subject to the ordinary wear and tear. In particular, the Tenant shall be obliged to remove from the Unit all its own property and all machines, merchandise and other things. After the Expiration Date the Tenant shall have no right to occupy the premises mentioned above.

Before the Expiration Date, the Parties shall agree which works, alterations, installations, etc. shall be removed and which of them shall be left by the Tenant in the Unit. All works and alterations that shall be left in the Unit due to the Parties arrangements or that cannot be removed by the Tenant without damaging the Unit shall become the Landlord's property without any right of compensation or claim of refund of expenditures.

In the event that the Tenant does not surrender the Unit timely, then, without prejudice to any other legal remedies available to it, the Landlord shall be entitled to a penalty fee equivalent to 1.5 daily Rent, due for the last month of the Lease Term calculated on the per diem basis. Such contractual penalty shall be charged for each day of unauthorized occupation after the Expiry Date until the Tenant actually vacates the Unit and it shall be payable on each day falling after the day for which it was charged. The Tenant shall be obliged to pay statutory interest for delay in payment of the above penalty starting from the date it becomes due till the date it has been actually paid. The above stipulations shall not deprive the Landlord of the right to demand the payment of damages exceeding the amount of contractual penalty.

4.11 Interest on overdue payments

If any Party fails to pay any sums due to the other Party under this Lease by the due date stipulated herein, or if the Lease shall not stipulate such a date by the date indicated in the payment demand, such Party shall pay statutory interest on such sum to the other Party at the then applicable rate of statutory interest.

4.12 Complying with regulations

The Tenant shall observe all regulations being effective in the Development, presented in Schedule 6.

4.13 Protection and Information

Upon the Landlord's request, the Tenant shall perform all reasonable actions necessary to affirm its obligations under this Lease to any third party purchasing or otherwise acquiring the Building or financing the acquisition.

The Tenant shall, within 14 days following receipt of a request from the Landlord, as well as any existing or potential lender or buyer of the Development, execute and deliver any documents reasonably requested by said parties certifying that this Lease is valid and confirming the essential details of the Lease, in particular the amount of Rent payable. The Tenant will also provide its financial statements, provided they are not confidential and already publicly available, prior to as well as after the signing of the Lease and such other information as may be reasonably requested by said parties.

5. **THE LANDLORD'S OBLIGATIONS**

5.1 Insurance

Subject to any exclusions and limitations imposed by the Landlord's insurers and the prevailing law, the Landlord shall in accordance with the market practice at the time insure itself against loss of rent (business interruptions), civil liability and insure the Unit, the Building and the Development, as well as the Machinery (as defined in point 6 of the Schedule 3) in their full reinstatement value on normal commercial terms. Landlord will provide the Tenant, on its reasonable request, with general insurance conditions. If it will be lawful to do so the Landlord shall assign all proceeds received from insurance of property to the reconstruction, as far as is possible, of the Unit (excluding Tenant's improvements), the Building and the Development from their destroyed or damaged state and the reinstatement of Machinery. Property insurance will be on a 'All Risks' basis. The general liability policy covers civil liability of the Landlord, in compliance with the generally binding regulations, in relation to property damage and personal injury, if incorporated into the scope of insurance, caused to third parties in connection with occurrence of the insured risk. The civil liability policy covers lost profits which could have been gained by the injured party if the movable or real property had not been damaged or destroyed, as well as lost profits which could have been gained by the injured party if he/she had not suffered a bodily injury or damage to health.

If due to the reasons rested with the Tenant the rate of the property insurance, the Landlord's civil liability insurance or the loss of rent (business interruptions) insurance will be increased, the Tenant shall incur the costs of such increase, provided that the Landlord previously informed the Tenant about the terms and conditions of the above mentioned insurances.

5.2 To provide the services

Throughout the Lease Term the Landlord will provide directly or indirectly the Services (and in terms of the media to use its best efforts to ensure that such Services are provided by third parties without any interruption) in an efficient and economic manner and in accordance with the principles of good real estate management. The Landlord shall take all due efforts to keep to a minimum and to immediately remedy any interruptions or delays in the provision of Services, however the Landlord shall not be liable for any interruptions or delays in connection with the provision of the Services unless such interruptions or delays are attributable to the Landlord's fault.

6. PARTIES' RIGHTS IN CASE OF DEFAULT

6.1 The Landlord shall have the right to terminate this Lease with immediate effect in writing if any of the following occur:

- (a) non-payment of the Rent and/or Service Charges or any other due amounts resulting from this Lease for a period of two consecutive months, despite the Landlord setting of an additional month deadline for payment to the Tenant;
- (b) the Tenant uses the Unit in a manner that does not comply with this Lease or the Polish law and in spite of Landlord's written notification of such, Tenant does not stop using the Unit in such a manner within 21 (twenty one) days from receipt of the Landlord's notification;
- (c) the Tenant does not execute or improperly executes its material obligations stipulated herein, thus neglecting the Unit so as it may incur a damage and shall not comply with such obligation within 21 (twenty one) days from the receipt of the Landlord's written notice informing the Tenant about the breach and requesting the Tenant to comply with its obligation;
- (d) the Tenant, in spite of the Landlord's written notification of such, materially or repeatedly violates the regulations or the Development's use code and shall not cease such violation within 21 (twenty one) days from the receipt of the Landlord's written notice informing the Tenant about the breach and requesting the Tenant to comply with its obligation;
- (e) the Tenant does not insure, does not renew or does not maintain valid the insurance mentioned in article 4.9 hereof and shall not comply with such obligation within 21 (twenty one) days from the receipt of the Landlord's written notice informing the Tenant about the breach and requesting the Tenant to comply with its obligation;
- (f) the Tenant does not execute or improperly executes other obligations stipulated in this Agreement and does not start to properly execute them within 30 (thirty) days from receipt of the Landlord's written notification informing the Tenant about the breach and requesting the Tenant to comply with its obligation;
- (g) the Tenant becomes insolvent within the meaning of Polish bankruptcy law, the Tenant prepares or prepared arrangement proposals or initial restructuring plan for the purposes of any restructuring proceedings, or the resolution on dissolution of the Tenant has been adopted or the liquidation of the Tenant has been opened; while the Tenant shall notify the Landlord of occurrence of any of the above events within 3 (three) business days from its occurrence and in case of breach of that obligation by the Tenant, the Landlord shall have the right to terminate this Lease with immediate effect;
- (h) in other cases stipulated in this Agreement.

6.2 The fact of occurring or executing the Landlord's rights resulting from the provisions mentioned above shall not prejudice any other rights or legal actions to which the Landlord is entitled pursuant to this Lease or other regulations.

6.3 The Tenant shall have the right to terminate the Lease with immediate effect in writing in the following cases:

- (a) the defects of the Unit create a danger for the health of the Tenant's employees, provided that such defects have not been caused by the Tenant or persons for which the Tenant is responsible, and if such defect is curable the Landlord has not removed them within 30

(thirty) working days from receipt of the Tenant's written notification or within such longer period of time as is necessary taking into account all circumstances of the situation;

- (b) the Tenant has not been able to use the Unit in the current manner for period of 45 (forty five) days due to alterations or refurbishment of the Unit, the Building or the Development and the Landlord has not taken action to allow the Tenant to use the Unit within 21 (twenty one) working days from receipt of the Tenant's written notice. The Tenant will be informed in advance of any alterations and refurbishment.
- (c) in other cases stipulated in this Agreement or applicable Law.

6.4 The fact of occurring or executing the Tenant's rights resulting from the provisions mentioned above shall not prejudice any other rights or legal actions to which the Tenant is entitled pursuant to this Lease or other regulations.

6.5 In case of any material change of circumstances, in particular when the Tenant's business strategy or the scope of the Tenant's activity will significantly change, as a result of which the Tenant will be interested in earlier termination of the Lease Agreement, it shall provide the Landlord with a written notification of its will to terminate the Lease before the end of the Lease Term set forth herein. Upon receiving of such notification, the Landlord and the Tenant shall commence in good faith the negotiations regarding potential termination of the Lease. The Tenant shall be allowed to terminate the Lease before the end of the Lease Term only once the Parties come into the agreement regarding the terms and conditions of such termination and only upon receiving of the Landlord's consent for termination. For the avoidance of doubt, this provision does not create the Landlord's obligation to agree for an earlier termination of the Lease Agreement by the Tenant, but it is merely the expression of the Landlord's good will to enter into the negotiations with the Tenant in case of such extraordinary circumstances.

7. DAMAGE TO THE UNIT AND OTHER OBSTACLES

7.1 If the Unit is damaged by fire accident or other unavoidable casualty or some other extraordinary obstacles or if the usage of the Unit is impossible for the Tenant for any reasons (such as impossibility to access the Unit, etc.) for which the Landlord is responsible due to the Landlord's fault, without the Unit being rendered wholly or partially unsuitable for occupation, the Landlord shall repair such damage or remove the obstacles and there shall be no abatement of the Rent, provided that the Tenant is still able to make full use of the Unit.

If, and to the extent that, as a result of such an event, the Unit becomes unsuitable for practical use, the Tenant shall be released from its obligation to pay all or a proportionate part of the Rent and Service Charges until these premises are again fully suitable for use.

For the avoidance of doubt it is agreed that, in such circumstances, the Tenant shall be obliged to pay the Rent and Service Charges on the part or parts of the Unit which are suitable for use and can factually be used by the Tenant for the purposes described in this Lease.

The Unit shall be deemed to be unsuitable for practical use in whole only in case 30% or more of the area of the Unit has been damaged or destroyed by the relevant event.

In case of a dispute between the Parties as to whether the usage of the Unit (in whole or part) is impossible for the Tenant, the Parties may appoint an expert chosen from the following entities: Arcadis sp. z o.o., Gleeds Polska sp. z o.o., Bilfinger Industrial Services Polska sp. z o.o. In the event the Parties do not agree which company should be the expert within 5 (five) days from the date of the dispute regarding the given defect, Arcadis sp. z o.o. shall be the expert. The expert shall provide the

Parties with its opinion within 5 (five) days from its appointment. The expert's opinion shall be binding upon the Parties.

The Landlord immediately, but in any event not later than within 30 (thirty) days after occurrence of an event preventing the Unit being fully suitable for use for the Tenant for the purposes of agreed use under this Lease, shall notify in writing the Tenant about the expected date when the Unit shall be restored to the condition allowing its full practical use. If the Landlord informs the Tenant that it is impossible to restore the Unit to use in 6 (six) months from the day of occurrence of an event preventing the Unit being fully suitable for use, the Tenant, within the next 30 (thirty) days since receipt of such notice, shall have the right: (i) to accept the longer term for the restoration of the Unit proposed by the Landlord in the notice and during such term the Tenant shall pay the Rent for the Unit in accordance with the provisions stipulated in this article above or (ii) to terminate this Lease Agreement with 6 (six) months termination period. If, irrespective of the above Landlord's declaration regarding the restoration of the Unit in maximum 6 (six) months, the Unit is not restored to use in 6 (six) months from the day of occurrence of an event preventing the Unit being fully suitable for use or the Unit is not restored to use in any longer period agreed by the Parties according to the preceding paragraph, the Tenant, within the next 30 (thirty) days after lapse of that 6 (six) months or lapse of that longer period agreed by the Parties, shall have the right to terminate this Lease Agreement with 3 (three) months termination period.

- 7.2 In the event that, during the whole Lease Term, because of an occurrence of force majeure which is not covered by the Landlord's insurance policy or in any other case within the last 3 (three) years of the Lease Term, the Unit becomes wholly or significantly unsuitable for practical use, the Landlord shall be entitled to terminate the Lease by giving one month's written notice to the Tenant within 30 (thirty) days from an event, whereupon the rights and obligations of the Parties (except for the claims having been due) shall expire, and the Tenant shall pay Rent on any part of the Unit which is suitable and practically useable for use until the date on which it vacates the Unit. The Landlord may also decide to repair the damage and reinstate the Unit to its previous condition. If the Landlord decides to repair the Unit, the Rent shall be decreased proportionately to the area of the Unit that is unsuitable for practical use until such repairs are completed.
- 7.3 If in situations predicted in point 7.2 above it is impossible to restore the whole Unit to its full use within 6 (six) months from occurrence of force majeure, the Tenant, within the next 30 (thirty) days, shall have the right to terminate this Lease Agreement with immediate effect.

8. LIMITATION OF LANDLORD'S LIABILITY

The Landlord shall be under no liability for or in connection with any occurrences, which are the effect of any accident or damage, nuisance, annoyance or inconvenience caused to the Tenant, its employees or visitors by reason of any act or default of any other tenant or occupier of any part of the Development or any nearby properties. Furthermore, in respect of any liability of the Landlord which has not been excluded by virtue of the above, such liability shall be limited only to the redress of the actual damage caused to the Tenant and shall not include a duty to compensate the Tenant for lost profit or business interruption.

9. NOTICES

- 9.1 Unless specifically provided otherwise, all notices and other communications made pursuant to the Lease shall be in writing and shall be deemed to have been duly made by confirmed delivery, or registered mail to the Parties at the following addresses and faxes numbers:

If to the Landlord:

Bielsko Logistics sp. z o.o.
ul. Litewska 1
00-581 Warszawa

If to the Tenant:

Marelli Bielsko-Biala Poland sp. z o.o.
ul. Grażyńskiego 141
43-300 Bielsko-Biala

Address for invoice:

Marelli Bielsko-Biala Poland Sp. z o.o.
Post BOX 1
Starohájska 1
917 01 Trnava
Slovak Republic
Invoice by e-mail: gbs.emea.ptp.scanning.pl@marelli.com

9.2 The Parties shall inform each other promptly of any changes of address.

10. DISPUTES

Any disputes that may arise on the grounds of conclusion or execution of this Agreement will be settled by common courts of Republic of Poland appropriate for the seat of a Claimant.

11. VALUE ADDED TAX

All payments due to be made by the Tenant to the Landlord under the terms of the Lease are exclusive of Value Added Tax ("VAT"), and the sums due shall be increased by the amount of appropriate VAT. References to VAT shall be deemed to include any revised version of VAT, and/or any tax which replaces or supplements VAT.

12. TRANSFERABILITY OF THE LEASE

The Landlord shall be entitled to assign its rights or obligations under this Lease, without the Tenant's consent, in particular to a bank or another entity financing or refinancing the acquisition or development of the Building or the Development or any company from the Landlord's capital group or a purchaser of the Building or the Development, except for the Tenant's competitors listed in Schedule 16 hereto. Upon written request of the Landlord, a bank or financing institution or any other transferee, the Tenant undertakes to confirm without undue delay the fact that it has been notified of the assignment of rights or obligations under this Lease by the Landlord.


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13. BANK GUARANTEE

13.1 Within 21 (twenty one) business days upon the date of signing this Lease, the Tenant shall provide the Landlord with a bank guarantee in a form consistent in principle with the form specified in Schedule 5 hereto for an amount equivalent to the Rent and amounts paid to the account of Service Charges for 9 (nine) months plus VAT, expressed in EURO. The bank guarantee can be replaced by a cash deposit paid by the Tenant to the Landlord. Such deposit shall be for the same amount as the bank guarantee and all provisions of the Lease concerning the bank guarantee shall apply accordingly to the security deposit. Amount of first bank guarantee or cash deposit shall be **630 623,00 EURO**.

13.2 The Tenant obliges itself that for the entire period of the Lease and 3 (three) months following its expiry it will keep the above described guarantee in force. To avoid any doubts, the above means also that in case of indexation of the Rent or increase of the Service Charge the Tenant shall increase accordingly the amount of the bank guarantee or cash deposit within 60 (sixty) days to the amount indicated in point 13.1 above. In the event the guarantee presented in accordance with point 13.1 above will be valid for a shorter period than the lease term prolonged by 3 (three) months, the Tenant obliges itself each time at latest at least 60 (sixty) days before the expiry of the guarantee to present a new guarantee in conformity with point 13.1 above or to present a document prolonging the validity of the guarantee in force at the time.

13.3 In the event the Tenant will not present a new guarantee or will not cause that the validity of the guarantee in force at the time will be prolonged, the Landlord will be entitled to use the entire amount of the guarantee in order to create a cash deposit to secure the Tenant's obligations arising out of this Lease. The deposit will be returned within 14 (fourteen) days following the presentation of the guarantee in conformity with point 13.1 or within 3 (three) months after the expiry of the Lease following the settlement resulting from the Lease.

13.4 If such guarantee is not provided as in accordance with point 13.1 above or a new guarantee is not presented or the one in force at the time is not prolonged in accordance with point 13.3, the Landlord may, at its discretion, terminate this Lease with immediate effect by notice in writing to the Tenant. Any delay in exercising this right of cancellation shall not give rise to any waiver thereof. However in the event the guarantee is used to create a cash deposit in accordance with point 13.3, the Landlord will be entitled to terminate the Lease only within a period of 1 (one) month following the date the guarantee was used and under the condition that the Tenant within that period did not provide a new guarantee fulfilling the requirements laid down in point 13.1 above.

13.5 If at any time during this Lease the Tenant does not make the due payments, the Landlord shall have the right to use the guarantee. Each time the Landlord shall use the guarantee or the cash deposit created in accordance with point 13.3, the Tenant shall reinstate the guarantee or the cash deposit to its previous value within one month thereafter (including the Rent raise mentioned in point 2 of Schedule 2). In case the Tenant does not reinstate the guarantee or the cash deposit amount to be reinstated to its previous value (including the Rent raise mentioned in point 2 of Schedule 2) within 30 (thirty) days upon the date on which there occurred the event requiring them to be reinstated, the Landlord, at its discretion, shall have the right to terminate the Lease with immediate effect upon notification to Tenant in writing.

13.6 The bank guarantee shall be transferrable to any entity chosen by the Landlord and shall include an undertaking of the issuing bank that upon written request of the Landlord, a bank or financing institution or any other transferee, the bank issuing the guarantee will confirm without undue delay the fact that it has been notified of the assignment of rights and obligations under such guarantee by the Landlord.

14. CORPORATE WARRANTIES

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14.1 Each of the Parties warrants to the others that it is an entity established and operating in compliance with the law of the Republic of Poland and that the execution of this Lease by persons signing it on their behalf shall create a valid and legally binding commitment to its terms.

15. INTERPRETATION, GOVERNING LAW AND AMENDMENTS TO THE AGREEMENT

15.1 This Lease is governed by the Laws of the Republic of Poland. Any matter not differently agreed in this Lease shall be governed by the Civil Code. This Lease was made in two counterparts in English language version, one counterpart for each Party. This Lease may only be amended in the form of a written annex signed by the Landlord and the Tenant, unless being null and void.

SIGNATURES ON THE FOLLOWING PAGE

THE LANDLORD:

Hubert Rossa

Name: **HUBERT ROSSA**

Position:

Janusz Tarczynski

Name:

Position:

09.11.2020

THE TENANT:

Aleksander Kuczera

*MARELLI BIELSKO-BIALA POLAND Sp. z o.o.
CZŁONEK ZARZĄDU
Aleksander Kuczera*

Name:

Position:

Name:

Position:

SCHEDULE 1
PART I
Description of Office and Warehouse-Production Premises

1. The premises contained in the Unit and shown in red in the Plans (for the purpose of identification only) bear the name (or shall bear the name) of Building in the Panattoni Park Bielsko-Biala III.
2. The Warehouse-Production Premises consist of:
 - 2.1 All internal non-structural walls and partitions within the Unit,
 - 2.2 All plaster or other finishes on the inside faces of the load-bearing and exterior walls of the Unit,
 - 2.3 All door-frames, windows and window-frames, and the glass therein,
 - 2.4 All finishes to the floors and ceilings of the Unit,
 - 2.5 All additions hereafter made to or about the Unit,
 - 2.6 All elements of the Landlord's fixtures and fittings (if any) within the Unit,
 - 2.7 All sanitary ware and pipes, wires and cables within the Building,
 - 2.8 Radiators, plugs, fan-coil units, access ports for computers and/or Internet,
3. The Warehouse-Production Premises and Office Premise do not include:
 - 3.1 The floors and ceilings except for the finishes,
 - 3.2 Any other structural parts of the Building.

PART II
Rights Granted to the Tenant

Landlord grants the Tenant during the Lease Term in addition to rights specified in the Lease the following rights:

1. The right to use the Development service roads and other access ways for 24 hours a day and 7 days a week for the purpose of access to the Unit.
2. Subject to governmental regulation, the right for the Tenant and its invitees to use the entrance hall, access ways, lifts and corridors of the Building for 24 hours a day and 7 days a week for the purpose of access to the Unit.
3. The right to use of parking places per Schedule 4 included in the Rent for 24 hours a day and 7 days a week.
4. Other internal service facilities in the Development jointly with other tenants for 24 hours a day and 7 days a week.

PART III
Rights reserved for the Landlord

1. Right of Entry

Upon prior written notification, during business hours the Landlord shall have the right, together with contractors, workmen, others (but excluding Tenant's competitors and others specific individuals or companies only due to justified reasons to be given in writing) together with Tenant's security or Tenant's employees to enter the Unit, unless the Tenant will inform the Landlord that this term does not suits the Tenant and the Parties will agree on a new date and hour immediately, in order to :

- 1.1 construct, lay, clean, maintain, inspect, alter, connect, replace, relay or repair service media serving the Unit or the Development which run through, under or above the Building, and/or
- 1.2 view the state and condition of the Unit and/or the Development and repair, alter, paint, redecorate and maintain or execute any other works thereto which cannot readily be done without such access to the Unit, and/or
- 1.3 identify any failure by the Tenant to comply with its obligations under this Lease, and/or the rules and regulations,
- 1.4 make schedules or inventories of all fixtures, fittings and other elements in the Unit, and/or
- 1.5 for any other reasonable purpose or purposes in connection with the utilization of the Unit or the Development, in particular showing it to any prospective tenant or purchaser,

in each case causing as little inconvenience or disturbance as possible and promptly making good any damage thus caused. In the event of emergency the Landlord shall have immediate access to enter the Unit with Tenant's employees or security, however the Landlord should inform the Tenant about entering the Unit as soon as possible. In any case any recording of such visit is prohibited.

2. Right to work under the Building

The right to make excavations under or shore up the Building or any part thereof, provided that the Landlord shall promptly repair any damage caused by such works. In case such works influence in any way use of the Unit, they should be previously agreed in writing with the Tenant.

3. Right to develop further

Subject to prior acceptance of the Tenant in writing, the right at any time to build on, alter, add to, extend or redevelop a part of the Unit, on condition that the work conducted does not in any way interfere with the utilization of light or air to the Unit by the Tenant. Such works shall not adversely affect Tenant's activities in the Unit.

4. Right to display "For Sale" or "To Let" boards

The right to affix and retain, upon any part of the Building, "For Sale" or "To Let" boards or other similar signs or notices, whether in relation to the Building or the Development, and for people with written authority from the Landlord or its agents to view the Building at a reasonable time subject to confirmed notification as defined in Part III. The Tenant has a right to refuse entrance to specific individuals or companies only due to justified reasons to be given in writing. Entrance to the Unit will be previously agreed with the Tenant.

SCHEDULE 2
Rent & Service Charges

1. The Rent shall be paid in the amount of **4,65 EURO** per square meter of the Rentable Area of the Warehouse-Production Premises as well as the Tenant's Percentage in the Common Areas in the Building per month and of **9,50 EURO** per square meter of the Rentable Area of the Office Premises per month. The Rent shall be payable monthly in advance within 30 (thirty) days from the end of the month when the Landlord issues VAT invoice to the Tenant. For the avoidance of any doubts, all and any references to month in this Schedule shall mean calendar month. The net amount of the Rent shall be paid in EUR, and the VAT tax shall be paid in PLN calculated based on the exchange rate indicated on the invoice being the average exchange rate published by the National Bank of Poland on the day when the invoice is issued and if, for any reason, on that day average exchange rate shall not be published by National Bank of Poland, being the average exchange rate published by the National Bank of Poland for preceding day.

The Landlord may issue an invoice for a given calendar month at any time after twelve at noon on the twentieth day of the month preceding the month for which the Rent is due. VAT invoices shall be issued solely as electronic invoices and sent to the Tenant's following e-mail address: GBS.EMEA.PTP.Scanning.PL@marelli.com. The Parties confirm that the date of delivery of the e-mail message to the above Tenant's email address shall be considered as the date of delivery of the respective invoice. Moreover, the Parties agree that if, for reasons not attributable to the Landlord, it is not possible to send the VAT invoice in the form of an electronic VAT invoice, the Landlord may send it (in a paper form) by regular post and the Tenant is obliged to pay the respective amounts in accordance with the payment rules indicated herein.

2. The Rent for the second and every following year of the Lease Term shall increase by the Harmonised Index of Consumer Prices (HICP, All items, European Union, annual rate of change, monthly data – prc_hicp_mann), for the previous year, published by Eurostat (https://appsso.eurostat.ec.europa.eu/nui/show.do?dataset=prc_hicp_mann&lang=en - table No. 2 – monthly data (annual rate of change) (prc_hicp_mann), https://appsso.eurostat.ec.europa.eu/nui/show.do?dataset=prc_hicp_mann&lang=en – first raw, applicable for European Union). The indexation shall be done on every anniversary of the Commencement Date commencing on the first anniversary of the Commencement Date. If Eurostat ceases to publish the above index, indexation shall be made in accordance with an index officially replacing the above index, and in case no index will officially replace the above index, indexation shall be made in accordance with an index published by a financial body reputable on the international market most comparable to the above index, as indicated by the Landlord.

The Parties hereby exclude the application of Article 685(1) of the Polish Civil Code to this Lease.

3. The Tenant shall pay the monthly advances on account of the Service Charge being the equivalent of the Tenant's Percentage in the Building or respectively in the Development of the actual expenses incurred by the Landlord in connection with the Services in monthly instalments within 21 (twenty one) days from the end of the month when the Landlord issues VAT invoice to the Tenant. VAT invoices shall be issued solely as electronic invoices and sent to the Tenant's following e-mail address: GBS.EMEA.PTP.Scanning.PL@marelli.com. The Parties confirm that the date of delivery of the e-mail message to the above Tenant's email address shall be considered as the date of delivery of the respective invoice. Moreover, the Parties agree that if, for reasons not attributable to the Landlord, it is not possible to send the VAT invoice in the form of an electronic VAT invoice, the Landlord may send it (in a paper form) by regular post and the Tenant is obliged to pay the respective amounts in accordance with the payment rules indicated herein. For the avoidance of doubt, the Service Charge shall not be charged for the part of the Services the provision of which was disturbed due to reasons for which the Landlord is responsible.

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In the first calendar year of the lease (i.e. 2020), the monthly estimated amount to be paid on account of the Service Charge shall be **PLN 3,50** per rentable square meter of the Unit, as well as the Tenant's Percentage in the Common Areas in the Building, per month. In the second calendar year of the lease (i.e. 2021), the monthly estimated amount to be paid on account of the Service Charge shall be **PLN 4,80** per rentable square meter of the Unit, as well as the Tenant's Percentage in the Common Areas in the Building, per month. In any subsequent calendar years of the Lease Term, the monthly estimated amount shall be such sum as the Landlord reports to the Tenant in writing as its estimate of the Tenant's Percentage of one-twelfth of the expected Service Charge for that year. In each year of the Lease Term, however not later than by the end of November, the Landlord shall provide the Tenant with an estimation of Service Charges budget for the next calendar year. Additionally, in case the Landlord expects any significant increase of the costs which shall be included in the Service Charge, the Landlord shall inform the Tenant about such potential increase as soon as possible and shall provide the Tenant with any such details which are available to the Landlord.

The above-mentioned Service Charges will be reviewed each year based on the actual costs (open-book) and the Tenant will be entitled to request the Landlord to show how the Service Charge was calculated.

In relation to all records, financial statements, reports and accounts kept by the Landlord in connection with, or provided to the Tenant in accordance with, this Lease, the Parties agree that:

- 3.1 they shall be in reasonable detail, and shall to the best of the Landlord's knowledge and belief accurately and fairly reflect the facts about all activities and transactions pertaining to this Lease, and
- 3.2 the Tenant shall have the right, upon ten working days' prior written notice, to audit, during normal business hours, the Landlord's records pertaining to the Services and the calculation of the Service Charges. The Tenant may exercise such right not more frequently than once in each calendar year during the term of this Lease Agreement, and once during the twelve (12) months following the Termination Date.
- 3.3 the Tenant's rights under this clause will be limited to an inspection of such materials as are relevant to the Tenant. The Tenant shall respect the confidentiality of any materials subject to audit and shall comply with all procedures, designed to preserve confidentiality, as the Landlord may reasonably require.

The Tenant may request at any time during the year, but not more than once per year, a reconciliation of the Service Charges including copies of invoices for all charges to the Tenant.

4. The accounting period for the calculation of the Service Charge shall be the calendar year. Not later than on 31st March after the end of each year, the Landlord shall deliver to the Tenant a statement of the Landlord's expenditure on Services for that year, and of the Service Charge payable by the Tenant. The said statement shall finally determine the amount to be paid by the Tenant and oblige the Tenant to pay it as in item 8 below. If, upon the payment of the amount mentioned above, the Tenant questions the calculation of the Service Charge for a preceding year, then it shall have the right to arrange – at its cost – an audit by independent accountant or any other relevant expert, hired by the Tenant, to verify the calculation of Service Charges and the actual costs of the Services recoverable through the Service Charges (the "**Tenant Expert's Opinion**"). If the Tenant Expert's Opinion shows that the amount paid on account of Service Charges paid by the Tenant for a preceding calendar year is larger or smaller than the respective Tenant's Percentage attributable to the Tenant, and to the payment of an additional amount or the return of the overpayment, then the difference (the "**Payment Adjustment**") shall be paid to the relevant party within 10 days upon the

submission of the invoice, unless the Landlord questions the audit results in accordance with the below provisions.

5. Should the Landlord question the Tenant Expert's Opinion results, the Landlord shall be entitled to appoint one of the following companies: Jones Lang LaSalle, CBRE, Knight Frank or Savills (or any other entity if so agreed between the Landlord and the Tenant) as an expert („Expert“) in order to (i) verify the actual expenses incurred by Landlord in the preceding year and verify correctness of calculation of the Service Charges due from the Tenant for the preceding year (i.e. whether the reconciliation/ settlement of the Service Charges was made in accordance with the Lease Agreement), and to (ii) provide both the Landlord and the Tenant with a opinion on the above („Landlord Expert's Opinion“). Both Parties shall duly cooperate with the Expert and shall provide it with any necessary documents and information. Landlord Expert's Opinion indicate that the actual expenses incurred by Landlord are smaller than the amount paid by the Tenant on account of the Service Charges or that the reconciliation / settlement of the Service Charges was made incorrectly (i.e. not in compliance with the Lease Agreement) and resulted with over payment by the Tenant for the preceding calendar year, then the Landlord shall return to the Tenant the respective amount indicated in the Landlord Expert's Opinion within 14 (fourteen) days following receipt by the Landlord of the Landlord Expert's Opinion. Should the Landlord Expert's Opinion indicate that the actual expenses incurred by Landlord are higher than the amount paid by the Tenant on account of the Service Charges or that the reconciliation / settlement of the Service Charges was made incorrectly (i.e. not in compliance with the Lease Agreement) and resulted with underpayment by the Tenant for the preceding calendar year, then the Tenant shall pay to the Landlord the respective amount indicated by the Expert within 14 (fourteen) days following receipt by the Tenant of the Landlord Expert's Opinion. The payment that the Landlord or the Tenant is required to make to the other party hereto in accordance with the above provision shall be referred to hereinafter as **“Difference Amount”**. The Landlord shall deliver to the Tenant an invoice, correcting invoice or any other appropriate accounting document evidencing the Difference Amount and the Tenant shall accept such invoice or document and return it to the Landlord, if so requested by the Landlord.
6. The costs of the above Tenant Expert's Opinion shall be borne by the Tenant, except in cases where an error resulting in the Payment Adjustment that should be paid by the Landlord to the Tenant was caused as a result of the Landlord's fault and such errors exceed in total 5% of the Service Charges paid by the Tenant for a preceding calendar year. In such case the costs of audit shall be borne by the Landlord up to the amount of EURO 2,000 gross. The costs of Landlord Expert's Opinion shall be covered by that Party whose opinion the Landlord Expert has not agreed with, or if the Landlord Expert has not agreed with any opinion of any Party, the costs of Landlord Expert's Opinion shall be incurred by that Party whose opinion has been less accurate than the Landlord Expert's Opinion.
7. When the actual Service Charge for a year has been calculated in accordance with item 5 above, any overpayment by the Tenant shall be deducted from the charge or charges due for the next month/months. Any underpayments shall be paid by the Tenant to the Landlord within 10 (ten) days of delivery of the invoice including Service Charge statement.
8. For the avoidance of doubt, the monthly payments on account of the Service Charge shall not include charges for usage of telephones, water, sewage, electricity, gas or heating oil and cost of waste removal and cost of other media as may be provided to the Building. Those charges shall be payable by the Tenant to the Landlord on the basis of monthly invoices or, if possible, directly to service providers. In case the Landlord collects those amounts, they shall be charged to the Tenant based upon the actual charges for the calculated Tenant's usage based on meter readings (or in accordance with the amount for usage indicated on an invoice from any of the service providers delivered by the service provider to the Landlord, in case such amount arising from an invoice indicates larger usage than the one based on meter readings) or in case there are no separate meters, based on the Landlord's estimation of the Tenant's usage. In the case when the Landlord collects those amounts, they shall be paid within 21 (twenty one) days upon the receipt of the invoice issued by the Landlord.

9. In case the Commencement Date does not fall on the first day of month or the Expiry Date does not fall on the last day of month, the Rent and Service Charge shall be calculated on a pro rata basis for the number of days in a specific month during which the Tenant occupied the Unit.

10. In case of any material change of circumstances, in particular when the Tenant's business strategy or financial standing will significantly change, the Parties will in good will discuss the amount and the terms of payment of the Rent and other Lease conditions. The Parties shall also negotiate the amendment of the Rent in good faith in case of a discrepancy between the development of the HICP or other applicable price index and the development of the comparable rent on the market. For the avoidance of doubt, this provision does not create the Landlord's obligation to agree for amendment of the Rent or its payment arrangements, or any other terms and conditions of the Lease, but it is merely the expression of the Landlord's good will to enter into the discussions with the Tenant if such extraordinary circumstances occur.

The indicative cash flow applicable for the first year of the Lease Term:

Area [sqm]			Rent [EUR/sqm/month]		Rent [EUR/monthly]			Other charges [EUR/monthly]	
production warehouse	Office	Total	Warehouse production	Office	Warehouse production	Office	Total	Service charge	
October 2020	8 833,63	602,00	9 435,63	0,00	0,00	0,00	0,00	0,00	
November 2020	8 833,63	602,00	9 435,63	0,00	0,00	0,00	0,00	0,00	
December 2020	8 833,63	602,00	9 435,63	0,00	0,00	0,00	0,00	33 024,71	
January 2021	8 833,63	602,00	9 435,63	0,00	0,00	0,00	0,00	45 291,02	
February 2021	8 833,63	602,00	9 435,63	4,65	9,50	41 076,38	5 719,00	46 795,38	
March 2021	8 833,63	602,00	9 435,63	4,65	9,50	41 076,38	5 719,00	46 795,38	
April 2021	8 833,63	602,00	9 435,63	4,65	9,50	41 076,38	5 719,00	46 795,38	
May 2021	8 833,63	602,00	9 435,63	4,65	9,50	41 076,38	5 719,00	46 795,38	
June 2021	8 833,63	602,00	9 435,63	4,65	9,50	41 076,38	5 719,00	46 795,38	
July 2021	8 833,63	602,00	9 435,63	4,65	9,50	41 076,38	5 719,00	46 795,38	
August 2021	8 833,63	602,00	9 435,63	4,65	9,50	41 076,38	5 719,00	46 795,38	
September 2021	8 833,63	602,00	9 435,63	4,65	9,50	41 076,38	5 719,00	46 795,38	
October 2021	8 833,63	602,00	9 435,63	4,65	9,50	41 076,38	5 719,00	46 795,38	
November 2021	8 833,63	602,00	9 435,63	4,65	9,50	41 076,38	5 719,00	46 795,38	
December 2021	8 808,00	602,00	9 410,00	4,65	9,50	40 957,20	5 719,00	46 676,20	
								45 168,00	

SCHEDULE 3
The Services and other elements of the Service Charges

1. Maintaining, running, repairing, renewing, rebuilding, replacing, cleaning (including the provision of all cleaning materials and equipment), removal of snow, landscaping, lighting (as appropriate), repainting as often as may be necessary of all Common Areas, parking spaces, all main walls, partition walls, and the foundations, roof, exterior and all pipes and other service media of or pertaining to the Unit and/or the Development or used in common by the Building and/or the Development tenants with any nearby premises (including any service roads, access ways and any adjoining roads and pavements not maintained at the public expense), and
2. Taxes and Fees, in particular any costs which may be charged by the authorities to the Building and/or the Development as a whole; as of the date of execution of this Lease the Taxes and Fees may include the following: (i) land property tax; (ii) building property tax; (iii) structure property tax; (iv) environmental fee; (v) special economic zone tax; (vi) easements fee; (vii) local taxes; and (viii) other taxes and fee, which are currently applicable for the Development and the Building; and
3. Total insurance premiums as well as broker's fees payable by the Landlord to the Landlord's insurers for the property insurance of the Building, the Development and/or the Equipment (as defined in point 5 below), Landlord's civil liability insurance in connection with the performed activity and the loss of rent (business interruptions) insurance;
4. Employing security staff or company for the multi-tenant Building and/or Development, and
5. Maintenance of ventilation, air conditioning and heating equipment in the Building, and
6. Inspecting, insuring, periodical inspections, maintaining, repairing, renewing, replacing, operating and running all boilers, gas, electrical air-conditioning and heating installations, equipment used for the treatment and softening of water, and any other equipment (the "**Machinery**") used in providing services to the Building and/or the Development, provided that they have been installed in the Unit, the Building or the Development by the Landlord, and
7. Replacing and renewing the Machinery as often as is necessary or desirable for the efficient running of the Building, the Common Areas and the Development, and
8. Periodical repainting of the exterior and cleaning in the Common Areas of the Building and/or the Development, and
9. Installation, provision, maintenance, renewal and replacement of all fire-fighting and detection equipment and installations, fire alarm systems, fire escapes, security systems and traffic control systems in the Building, Common Areas and/or the Development, with the exception of such systems in the Unit and any systems which have not been installed by the Landlord,
10. All sums as may be required to be paid by the Landlord in respect of the supply and provision of electricity, water, gas or heating oil to the Common Areas and/or the Building and/or the Development, in case if such utilities are metered jointly for the Building and/or the Development, which can also be settled in the manner described in item 9 of Schedule 2,
11. Provision of electricity to the Unit,
12. Provision of water to the Unit,
13. Provision of gas or fuel to the Unit,
14. Management of the Development,

15. Other services required for the professional management of the Development.

The services shall be fixed on the basis of the following criteria:

- for services specified in points (1) to (10) and (15) according to the Tenant's Percentage. In the event that the Services are intended to serve specifically the Building the Tenant's Percentage per Building will be applied. In other cases, where the Services are provided for the entire Development the Tenant's Percentage per Development will be applied, but 100% if service is provided only to the Tenant,
- for services specified under point (11, 12 and 13), according to meter readings. The meters will be installed at the Landlord cost and in accordance with Schedule 2 pt. 9
- for point (14), annual fee of 3% of the annual Rent due calculated in accordance with the rate indicated in the first sentence of point 1 Schedule 2 (taking into account the indexation) payable in monthly equal instalments annually.

For the avoidance of doubt the Parties hereby confirm that the following costs and expenses shall be excluded from the Services Charges:

- (a) any capital expenditures, such as repairs to the structure or construction of the Building, the site, roof, roof membranes, external glass or the Building's systems, including heating, ventilation, air conditioning, sewage, electricity and other systems, to the extent such expenses are capital expenditures;
- (b) contributions or additional payments to any reserve funds of the Building, to the extent such funds are earmarked for capital expenditures;
- (c) recoverable amounts from other sources, such as insurance proceeds, equipment warranties, court decisions and judgments or settlement agreements;
- (d) electricity, water or other utility charges recoverable by the Landlord from any other tenant;
- (e) amounts payable for the creation of any security interests, in particular mortgages;
- (f) costs of initial improvements or alterations in the premises of any tenant (other than the Tenant);
- (g) costs of painting, redecoration or other work done for, or equipment provided to, any of the tenants in the Building (other than the Tenant);
- (h) costs of repairs or other works caused by fire, wind or any other insurable event;
- (i) lease commissions, charges and expenses, advertising and marketing costs and other costs incurred in order to find tenants, save for billboards, signposts, etc. installed within the Facility and the Building;
- (j) legal fees and costs of advisory services incurred to enforce the provisions of any other lease agreement;
- (k) finance charges, including interest and cancellation of the debt's principal, costs of the Building's refinancing;
- (l) costs caused by the Landlord's violation of any agreement to which it is a party or of any applicable laws, regulations, rules or orders;
- (m) any expenses for which the Landlord is in fact paid under insurance agreements, on the basis of expropriation decisions, by other tenants or from any other similar source;

- (n) title transfer or civil law transaction taxes, as well as other fees paid for the transfer of title to the property;
- (o) costs, fees and expenses connected with the incorporation and management of the company being the Landlord and its affiliates, e.g. costs of tax returns, annual audits or valuations;
- (p) any costs and expenses connected with the development of, or improvements on, the land, unless such improvements are to benefit only the Tenant, and provided that no such works are required by the laws in force;
- (q) costs incurred to correct defects in the design, structure or furnishings in the Building, including the leased premises, as well as their latent defects;
- (r) provision for capital expenditures planned in the Building or the leased premises;
- (s) costs of supervision services in connection with any design and fit-out works, unless they concern only the Tenant.

Service Charges responsibilities and costs:

Building	Maintenance service responsibilities						
	MAINTENANCE / CLEANING			REVISIONS / CONTROLS		REPAIRS (no damages)	
ITEM/SERVICE	INSTALLED	EXECUTION	COST	EXECUTION	COST	EXECUTION	COST
FAÇADE	Y	LANDLORD	SERVICE CHARGE	N/A		LANDLORD	LANDLORD
WINDOWS	Y	LANDLORD	SERVICE CHARGE	LANDLORD	SERVICE CHARGES	LANDLORD	SERVICE CHARGE
FLOOR (understood as a flooring plate)	Y	N/A		N/A		LANDLORD	LANDLORD
FLOOR (top layer of the floor)	Y	TENANT	TENANT	LANDLORD	SERVICE CHARGES	LANDLORD	SERVICE CHARGE
ROADS, PAVEMENTS	Y	LANDLORD	SERVICE CHARGE	LANDLORD	SERVICE CHARGES	LANDLORD	SERVICE CHARGE
FENCING	Y	LANDLORD	SERVICE CHARGE	LANDLORD	SERVICE CHARGES	LANDLORD	SERVICE CHARGE
ROOF	Y	LANDLORD	SERVICE CHARGE	LANDLORD	SERVICE CHARGES	LANDLORD	LANDLORD
DOWN SPOUTS	Y	LANDLORD	SERVICE CHARGE	LANDLORD	SERVICE CHARGE	LANDLORD	SERVICE CHARGE
LIGHTNING CONDUCTOR	Y	LANDLORD	SERVICE CHARGE	LANDLORD	SERVICE CHARGE	LANDLORD	LANDLORD
WASTEWATER PUMP STATION – in the building	Y	LANDLORD	SERVICE CHARGE	LANDLORD	SERVICE CHARGE	LANDLORD	SERVICE CHARGE

WASTEWATER PUMP STATION - common areas	Y	LANDLORD	SERVICE CHARGE	LANDLORD	SERVICE CHARGE	LANDLORD	SERVICE CHARGE
RAINWATER PUMP STATION - common areas	Y	LANDLORD	SERVICE CHARGE	LANDLORD	SERVICE CHARGE	LANDLORD	SERVICE CHARGE
DRAINAGE, SEWAGE - common areas	Y	LANDLORD	SERVICE CHARGE	LANDLORD	SERVICE CHARGE	LANDLORD	SERVICE CHARGE
Oil COLLECTOR	Y	LANDLORD	SERVICE CHARGE	LANDLORD	SERVICE CHARGE	LANDLORD	SERVICE CHARGE
DRAINAGE, SEWAGE, CONNECTION TO THE DEVELOPMENT	Y	LANDLORD	SERVICE CHARGE	LANDLORD	SERVICE CHARGE	LANDLORD	LANDLORD
WATER CONNECTION TO THE DEVELOPMENT	Y	LANDLORD	SERVICE CHARGE	LANDLORD	SERVICE CHARGE	LANDLORD	LANDLORD
WATER PIPELINE IN BUILDING	Y	LANDLORD	SERVICE CHARGE	LANDLORD	SERVICE CHARGE	LANDLORD	SERVICE CHARGE
GAS CONNECTION TO THE DEVELOPMENT	Y	LANDLORD	SERVICE CHARGE	LANDLORD	SERVICE CHARGE	LANDLORD	LANDLORD
GAS PIPELINE IN BUILDING	Y	LANDLORD	SERVICE CHARGE	LANDLORD	SERVICE CHARGE	LANDLORD	SERVICE CHARGE
HIGH VOLTAGE TRANSFORMER STATION, CONNECTION NN	Y	LANDLORD	SERVICE CHARGE	LANDLORD	SERVICE CHARGE	LANDLORD	SERVICE CHARGE
AUTOMATIC PIKE - gate houses	Y	LANDLORD	SERVICE CHARGE	LANDLORD	SERVICE CHARGE	LANDLORD	SERVICE CHARGE
TURNSTILE	N	TENANT	TENANT	TENANT	TENANT	TENANT	TENANT
HYDRAULIC DOCK LEVELER, SECTIONAL DOOR	Y	LANDLORD	SERVICE CHARGE	LANDLORD	SERVICE CHARGE	LANDLORD	SERVICE CHARGE
LOW VOLTAGE EQUIPMENT inc BMS	Y	LANDLORD	SERVICE CHARGE	LANDLORD	SERVICE CHARGE	LANDLORD	SERVICE CHARGE
SWITCHES, SOCKETS	Y	TENANT	TENANT	TENANT	TENANT	TENANT	TENANT
ELECTRO CABLING, DISTRIBUTION	Y	LANDLORD	SERVICE CHARGE	LANDLORD	SERVICE CHARGE	LANDLORD	SERVICE CHARGE

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BOARDS							
LIGHTING	Y	LANDLORD	SERVICE CHARGE	LANDLORD	SERVICE CHARGE	LANDLORD	SERVICE CHARGE
OUTSIDE LIGHTING	Y	LANDLORD	SERVICE CHARGE	LANDLORD	SERVICE CHARGE	LANDLORD	SERVICE CHARGE
FLUORESCENT LAMPS AND OTHER LAMPS	Y	TENANT	TENANT	TENANT	TENANT	TENANT	TENANT
ELECTRONIC FIRE ALARM SYSTEM	Y	LANDLORD	SERVICE CHARGE	LANDLORD	SERVICE CHARGE	LANDLORD	SERVICE CHARGE
FIRE DETECTION SYSTEM CONNECTION TO ALARM RECEIVING CENTER	Y	LANDLORD	SERVICE CHARGE	LANDLORD	SERVICE CHARGE	LANDLORD	SERVICE CHARGE
EMERGENCY LIGHTING - tenant space	Y	LANDLORD	SERVICE CHARGE	LANDLORD	SERVICE CHARGE	LANDLORD	SERVICE CHARGE
HYDRANTS, FIRE PIPELINE ON LADDER	Y	LANDLORD	SERVICE CHARGE	LANDLORD	SERVICE CHARGE	LANDLORD	SERVICE CHARGE
FIRE SEALS	Y	LANDLORD	SERVICE CHARGE	LANDLORD	SERVICE CHARGE	LANDLORD	SERVICE CHARGE
FIRE DAMPERS / SMOKE FLAPS, FIRE SKYLIGHTS	Y	LANDLORD	SERVICE CHARGE	LANDLORD	SERVICE CHARGE	LANDLORD	SERVICE CHARGE
FIRE EXTINGUISHERS	Y	LANDLORD	SERVICE CHARGE	LANDLORD	SERVICE CHARGE	LANDLORD	SERVICE CHARGE
SHZ COMMON STATION	Y	LANDLORD	SERVICE CHARGE	LANDLORD	SERVICE CHARGE	LANDLORD	SERVICE CHARGE
SPRINKLER VALVE STATION - TENANT AREA	Y	LANDLORD	SERVICE CHARGE	LANDLORD	SERVICE CHARGE	LANDLORD	SERVICE CHARGE
SPRINKLERS HEAD, PIPE LINE, SPECIAL EQUIPMENTS	Y	LANDLORD	SERVICE CHARGE	LANDLORD	SERVICE CHARGE	LANDLORD	SERVICE CHARGE
TENANTS ENTRANCE DOORS, GATES, BARRIERS, FIRE DOORS, INTERNAL DOORS	Y	LANDLORD	SERVICE CHARGE	LANDLORD	SERVICE CHARGE	LANDLORD	SERVICE CHARGE
VENTILATION, HEATING and COOLING SYSTEMS	Y	LANDLORD	SERVICE CHARGE	LANDLORD	SERVICE CHARGE	LANDLORD	SERVICE CHARGE

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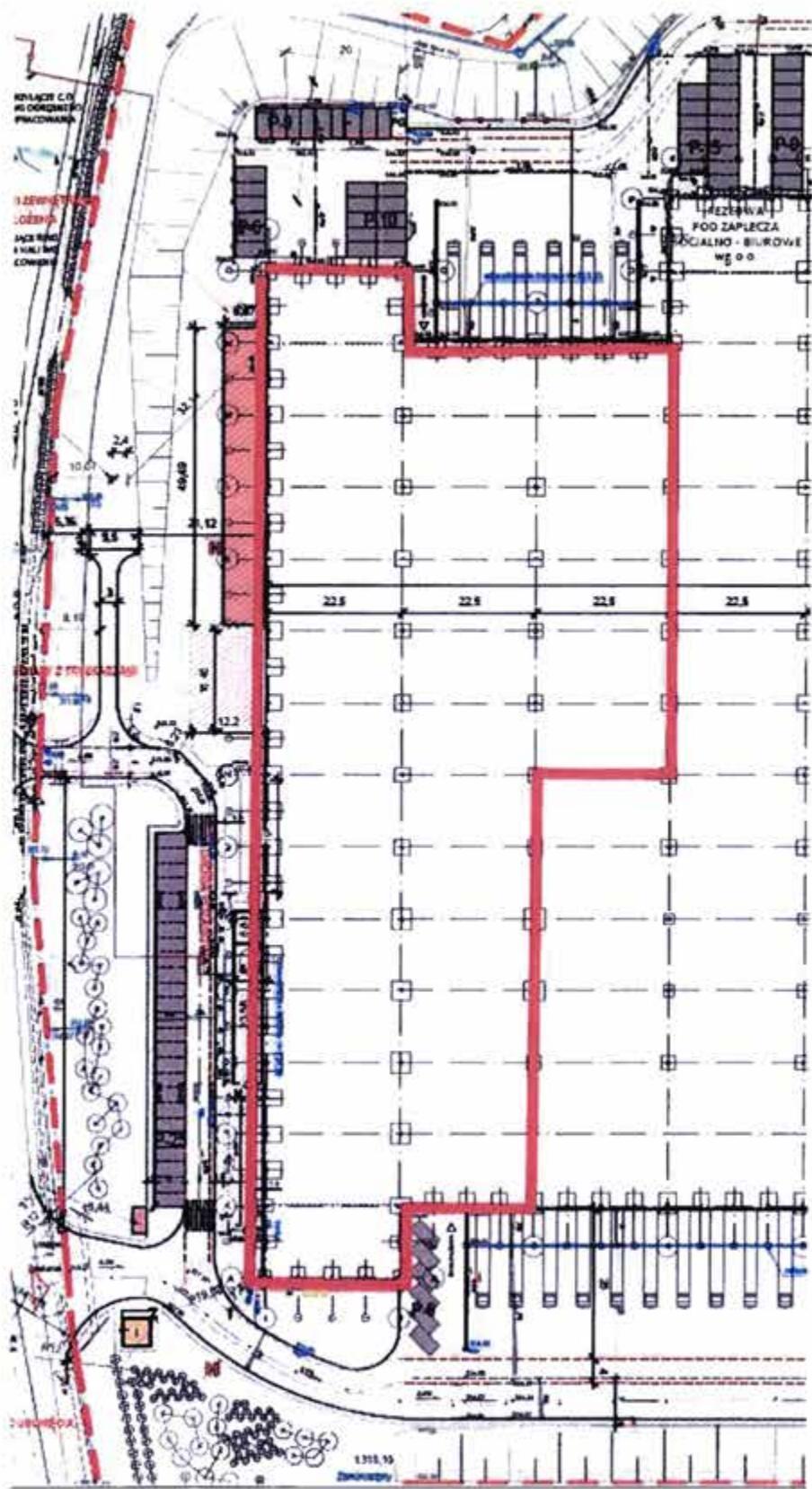
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PRESSURE VESSELS	Y	LANDLORD	SERVICE CHARGE	LANDLORD	SERVICE CHARGE	LANDLORD	SERVICE CHARGE
KITCHEN including electrics equipment	Y	TENANT	TENANT	TENANT	TENANT	TENANT	TENANT
PAINTING, CARPETS, DOOR, TOILETS	Y	TENANT	TENANT	TENANT	TENANT	TENANT	TENANT
DISINFESTATION - tenant space	Y	TENANT	TENANT	TENANT	TENANT	TENANT	TENANT
WINTER MAINTENANCE OF COMMON AREA	Y	LANDLORD	SERVICE CHARGE	N/A		N/A	
WASTE DISPOSAL	Y	TENANT	TENANT	N/A		N/A	
COMMON AREA MAINTENANCE (inc. OUTSIDE CLEANING)	Y	LANDLORD	SERVICE CHARGE	N/A		N/A	
RENT AREA CLEANING	Y	TENANT	TENANT	N/A		N/A	
GREENERY MAINTENANCE - common areas	Y	LANDLORD	SERVICE CHARGE	N/A		N/A	
GREENERY MAINTENANCE - RENT YARD	Y	LANDLORD	SERVICE CHARGE	N/A		N/A	
ROOF CLEANING (including SNOW, REMOVAL, clean roof-leaves, soil...)	Y	LANDLORD	SERVICE CHARGE	N/A		N/A	
WINDOW CLEANING	Y	LANDLORD	SERVICE CHARGE	N/A		N/A	
Snow and ice removal from the yard executive used by tenant	Y	LANDLORD	SERVICE CHARGE	N/A		N/A	
OUTSIDE LIGHTING MAINTENANCE	Y	LANDLORD	SERVICE CHARGE	LANDLORD	SERVICE CHARGE	LANDLORD	SERVICE CHARGE
SIGN-POSTING MAINTENANCE	Y	LANDLORD	SERVICE CHARGE	N/A		LANDLORD	SERVICE CHARGE

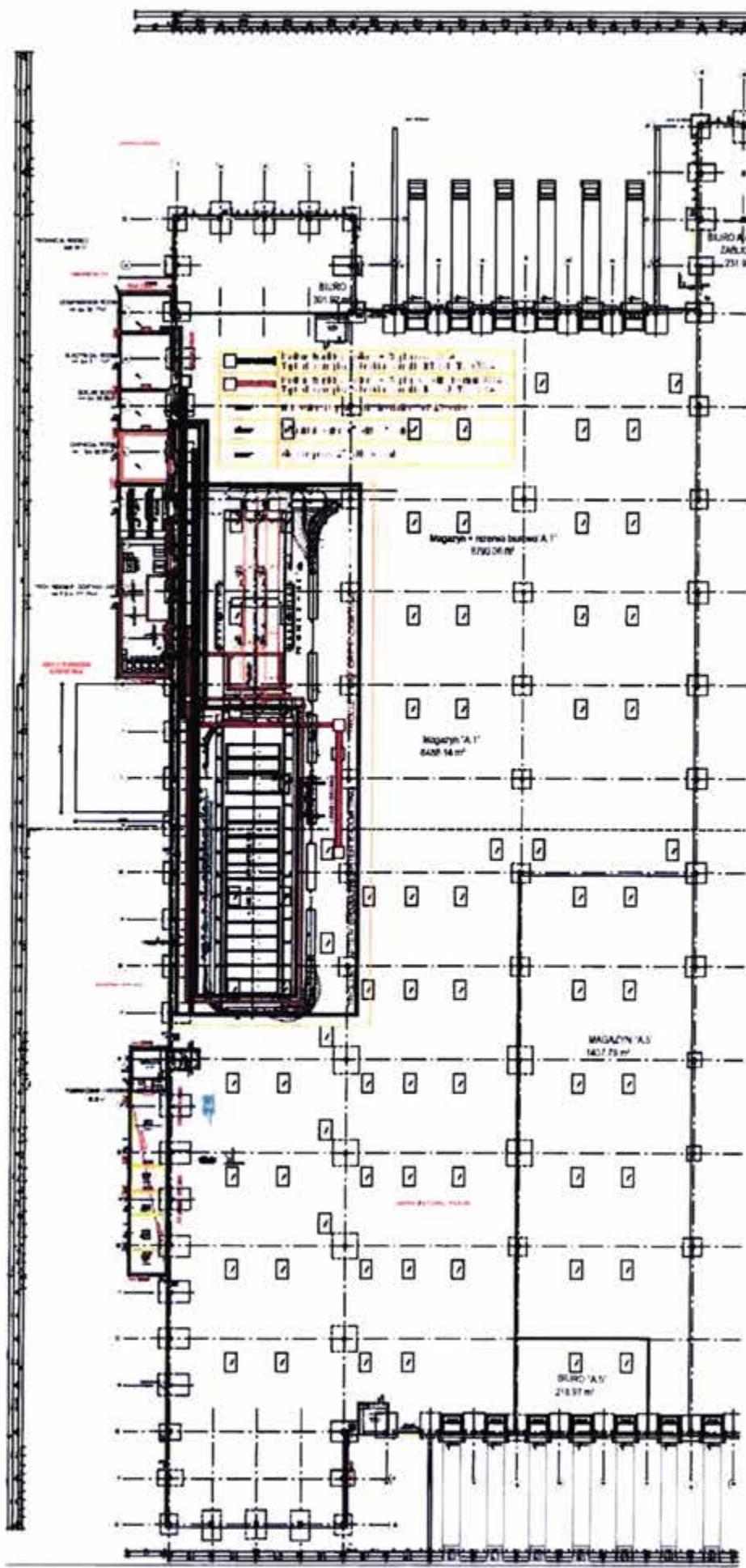
Tenant is responsible for all machinery and installation related to the production.

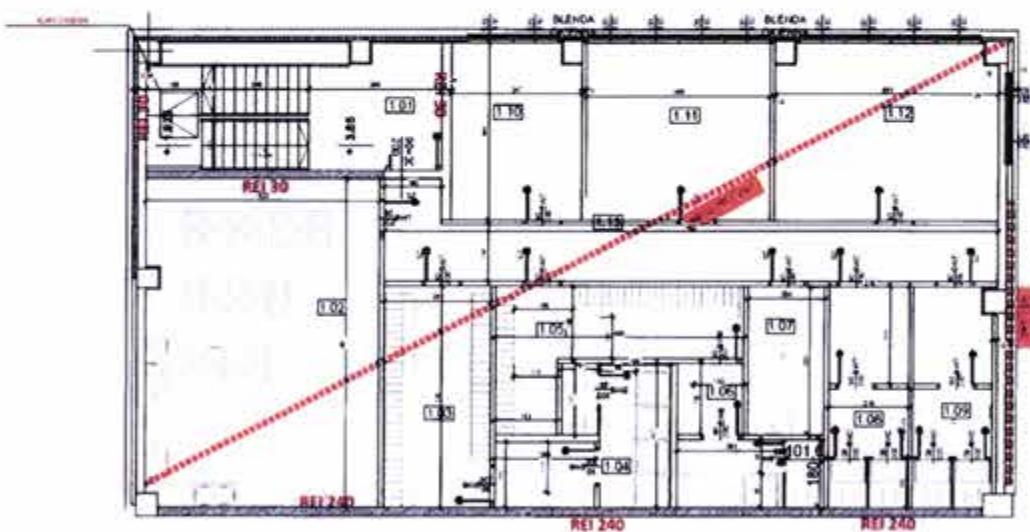
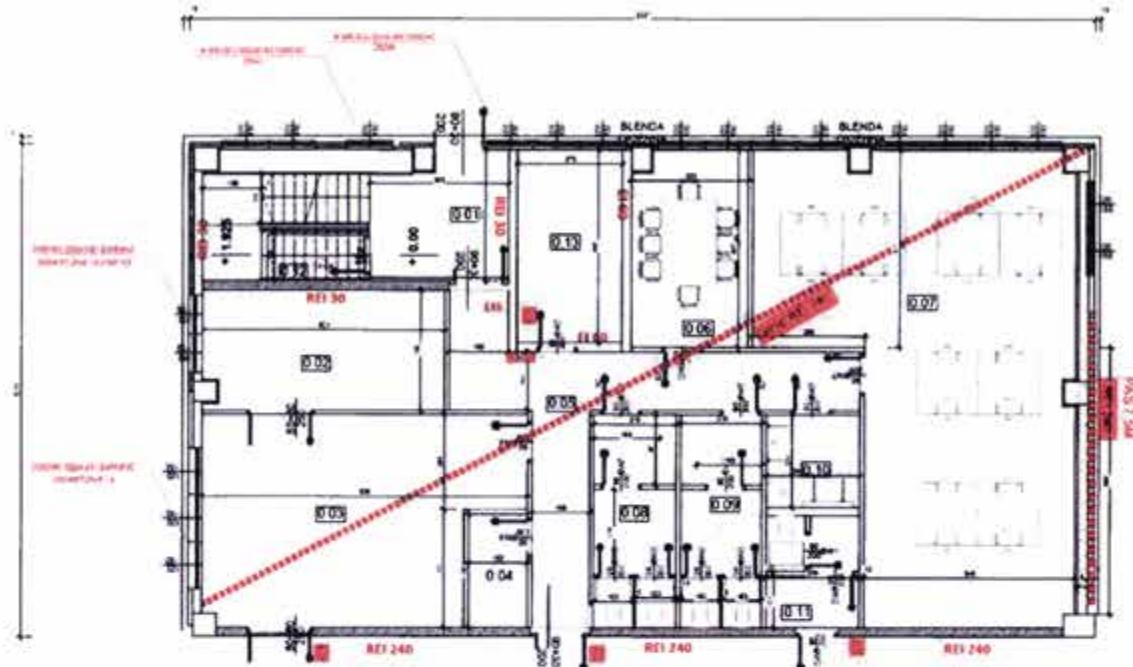
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Plans



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SCHEDULE 5
Specimen Form of Bank Guarantee

Guarantee granted to: with its registered office in Warsaw [address] (the "**Landlord**")

By: [name of bank] of with its registered office in [name of city], [bank address], (the "**Bank**")

[date]

PERFORMANCE GUARANTEE No. [] for [name of Tenant] (the "**Tenant**")

Beneficiary: Landlord

Customer: Tenant (our Client)

Contract/order No.: []

Dated: [] 2020

Value: [] EURO

Regarding: Lease agreement dated [] 2020 executed between the Landlord and the Tenant (the "**Lease Agreement**")

We understand from our Client that it has to furnish a performance guarantee (the "**Guarantee**") in your favor.

This being premised, we, the Bank [], ..., Italy, upon the request of our Client herewith issue this Guarantee and irrevocably undertake to transfer to you upon your first written demand without examination of the legal relationship between you and our Client, amounts up to a total of EURO [], with reference to our Guarantee number, that:

16. our Client has failed to fulfil its obligations under the above-mentioned Lease Agreement; or
17. in the event that the validity of this Guarantee expires earlier than the expiry date of above mentioned Lease Agreement, our Client does not present to you at the latest 60 (sixty) days before the expiry date of this Guarantee: either (a) a new Guarantee in conformity with the requirements of the above mentioned Lease Agreement, or (b) a document prolonging the validity of this Guarantee for another period of at least 12 (twelve) months.

Your demand has to be sent to us for identification purposes either:

18. in the written form (by registered mail or by courier service), signed by persons authorized to represent the Landlord in accordance with the Commercial Register, or
19. by means of an authenticated SWIFT message from a first-rate bank together with that bank's confirmation that it is in possession of your demand and the latter is signed by persons authorized to represent the Landlord according to the Commercial Register and that in its SWIFT message the bank is quoting your demand completely and literally.

Every demand from you under this Guarantee shall be accepted by us as conclusive evidence that the amount claimed is due to you under this Guarantee, notwithstanding any dispute between yourselves and our Client.

The payment shall be made without the right of set-off or withholding, notwithstanding any objection of our Client, within 10 (ten) days from the receipt of a demand in a form specified above.

Our liability under this Guarantee shall not be discharged or affected by any arrangements made between you and our Client or by any alteration in our Client's obligations under the Lease Agreement or by any forbearance whether as to payment, time, performance or otherwise (whether or not any such arrangement, alteration or forbearance is made with our knowledge or consent).

This Guarantee will be valid and effective for its full amount from the date when the Lease Agreement comes into force until _____, and your claim, if any, in order to be valid, must reach us by registered letter (or SWIFT message) by the expiry date, after which this Guarantee will automatically become null and void, and any subsequent claim received by us will be invalid, even if the original of the Guarantee has not returned to us. This Guarantee is freely transferable to whom the relevant Lease Agreement has been transferred, however the Landlord should immediately inform in writing the Bank about such assignment. The proceeds to which the Landlord may be or become entitle under this Guarantee shall be assigned to a bank or financing institution or any other assignee. Upon your written notice or a written request from a bank or financing institution or any other assignee, we will confirm without undue delay the fact that we have been notified of the assignment of the Guarantee or the assignment of the relevant proceeds by the Landlord.

Any disputes that may arise on the grounds of conclusion or execution of this Guarantee will be settled exclusively by common courts of Republic of Poland appropriate for the seat of a claimant.

For Bank J S.A.

SCHEDULE 6
Regulations

1. The sidewalks, entrances, passageways, backyards, halls, stairs, corridors and public parts of the Building shall not be blocked by the Tenant or used by the Tenant for any other purposes than entering and leaving the Unit. If the Unit are situated on the ground floor or it is possible to leave the Building via the Unit, then the Tenant, at its own expense, shall keep sidewalks and curbs directly in front of the Unit free from any objects, consignments and stock, and other equipment save for Tenant's vehicles which may be parked in places designed for parking. The Tenant shall not keep or bring to the Unit or shall not allow other persons to bring any hazardous liquids, chemicals of flammable substances, explosives, dangerous or toxic materials. The area designed for common use should be free from obstacles.
2. Any roofing, air conditioning units or other objects protruding from the Building shall not be mounted to the exterior walls or windowsills of the Building, or shall not in any other way project from the Building without a prior written consent of the Landlord, which shall not be unreasonably withheld.
3. The Tenant shall not display any boards or inscriptions on any exterior part of the Unit or any interior part of the Unit to as to be visible from outside of the Unit without a prior written consent of the Landlord, which shall not be unreasonably withheld. However, the Tenant shall have the right to place a plate with the logo of its company on each door leading to the Unit, the size, colour and style of such plate being subject of approval by the Landlord who may not unreasonably refuse its acceptance. The placing of any boards, inscriptions or plates shall be subject to applicable provisions of the law.
4. The windows in the Unit shall not be covered or blocked by the Tenant. On the windowsills and in the corridors or any other parts of the Building no bottles, parcels or other objects shall be placed; no things shall be thrown out of the Unit' doors or windows. The Tenant shall maintain the Unit in a clean and tidy condition (in particular the external and internal parts of all windows, doors and other glass surfaces).
5. The Tenant shall not emit or shall not allow any other party to emit any air pollution, noise or disturb the silence and shall not bother other tenants or their customers or co-workers.
6. The Tenant shall not be allowed to keep empty pallets outside the Building.
7. The Tenant shall inform the Landlord of any additional locks or security devices on any doors or windows and after this lease terminates the tenant shall return to the Landlord all keys to the Unit received from the Landlord, and in case of losing of any keys the Tenant shall return to the Landlord the cost of their production. The Tenant shall be allowed to install internal security systems at its own cost.
8. All deliveries to or from the Unit shall be made exclusively through doors of the Unit or in other places designed for this purpose by the Landlord. The Landlord shall have the right to adopt relevant regulations in order to execute the above.
9. The Tenant shall not load any floor in the premises or anywhere else in the Building to a degree exceeding the acceptable floor load for which the floor was designed, and moreover the Tenant shall not install, keep in the Unit or anywhere else in the Building any electrical devices which would excessively endanger the proper and safe operation of the Building.
10. The Landlord shall not be liable to the Tenant for default in execution or breach of any provisions of these Regulations by other tenants.

11. The Tenant shall not engage in any activities, which could prevent use of the Building by other tenants when rightly using the premises, and in particular such activities which result in the emission of unpleasant odours or excessive noise.

SCHEDULE 7
Technical Specification



Plot

Site	Entry drive, gate/gate house, fencing, truck court for trucks, car park, land development for the purposes of the building.
The building	1-storey storage building with an office part. Clear height of the storage section: 10 m (up to main beams).
External facade	<ul style="list-style-type: none"> • Dock side: Prefabricated concrete piece walls, height: <ul style="list-style-type: none"> - 1.20 to 4.20 m at the docks - 0.00 to 4.20 m at 'vehicular entry' from level 0 - 0.00 to 0.30 m in other parts of the building except the office areas. - Sandwich panels (horizontal orientation) with PUR core • Office side: Aluminum window and joinery, powder coated to RAL 5003.



Warehouse part

Fire load	Fire load over 4000 MJ/sq. m
Structural grid of columns	Grid of columns spaced at 22.5 m x 12 m and 22.5 x 24 at the unloading docks.
Floor slab	<ul style="list-style-type: none"> • Even distribution of loads at 5 T/m². • 17 cm thick reinforced concrete floor slab with mesh or fiber reinforcement. • Surface compaction: dry-shake hardener (Corodur), non-dusting floor. • Surface flatness as per DIN 18202. • Thermal insulation of ground beam: internal perimeter system. • Prefabricated perimeter beams. • Seamless flooring. • Prefabricated reinforced concrete dock ports. • Reinforced concrete columns, reinforced concrete or steel main beams.
Load-bearing structure	

- Column grid 22.5 m x 12 m and 22.5 x 24 at the unloading docks, as specified in the program and plans. Corrosion protection of steel structure.
- In the front section of the docks, reinforced concrete wall provided as substructure for sectional doors.

Sectional doors industrial

- Powered vertical sliding sectional doors, dimensions:
- 3 m x 3.2 m, sectional, to docks, with a glazed section (quantity: 1 per each 800 m²) - according to the layout
- 3.5 m x 4.2 m vehicle entrance doors from level 0 (quantity: 2) on both sides of the building, surface area: 20,000 m² - according to the layout

Dock levelers

- Powered, Crawford type or equivalent; static load-bearing capacity: 10,000 kg, dynamic capacity: 6,000 kg -
- Lip length 405 mm; platform width 2.0 m.
- Platform length: 2.50 m, height: 600 mm, steel structure.
- Dock height: 1.20 m
- Dock sealing: apron.
- Two rubber & metal fenders, sized 500 x 250 x 100mm, at each dock leveler. Semitrailer wheel guides at each dock leveler, with concrete sett finish.

Roof

- Flat roof of the warehouse, 0.63 mm thick trapezoidal sheet metal sheathing, powder-coated to standard color.
- Roof insulation: rigid mineral wool or PIR foam (with the use of roof sheet with RE15 parameters) covered with 1.2 mm thick PVC membrane.
- Preparation of some hole for the ducts of extraction need for the process in according of the our request.
- Design indoor temperature in the warehouse section: +15°C at ambient temperature -20°C.

Roof drainage

Negative pressure roof drainage system, emergency overflow weirs in parapet walls.

Natural light supply to the warehouse section

- Natural light access to the storage section: via smoke dampers and skylights (light supply area totaling 2% of the floor view area).
- Transparent polycarbonate or acrylic glazing, fire retardant.
- Smoke extraction launched by alarm from the sprinkler pumping

station.

Door fittings

- Anti-panic fixtures in all emergency exits.
- Door closers in fire resistant doors and in the main entrance doors of the office section.
- Other door accessories to be agreed within the standard manufacturer's range.



Office section

Office rooms and personnel circulation areas

- Office room height: at least 3m clear height.
- 100 mm thick gypsum board partitions on steel system profiles, with mineral wool soundproofing, double coated with white emulsion paint.
- Floor finish: carpeting in office areas (Tarkett, Tecsom 2050 Premium or equivalent), ceramic tiles or PVC floor lining in personnel areas.
- Ceiling finish: mineral system ceiling suspended on a frame, 60 cm x 60 cm white panels.
- Aluminum window joinery, powder coated to RAL5003.
- Frame-and-panel internal doors (Porta, DRE or equivalent), steel frame powder coated to standard color.

Service rooms

Floor finishing: trowelled concrete.

Wall finishing: double coating with white emulsion paint.

- Doors: metal utility doors.

Bathroom and toilet facilities

- 100 mm thick gypsum board partitions on steel system profiles with double panels (waterproof), with mineral wool soundproofing, double coated with white emulsion paint.
- Floor finishing: 20 cm x 20 cm ceramic tiles, standard color.
- Wall finishing: white wall tiles up to 2m, showers: up to the ceiling.
- Ceiling finish: mineral system ceiling suspended on a frame, 60 cm x 60 cm waterproof white panels.
- Bathroom and toilet accessories: ceramic white sanitary ware (Kolo, Cersanit).
- Layout of plumbing units and sanitary fixtures: as per the plan.
- Bathroom and toilet equipment: hangers, paper towel dispensers, soap

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dispensers (Kludi, Oras, Merida).



Sewage and mechanical systems

Sewage systems

- Sewer lines as required per engineering documents and codes.
- Storm sewer system according to the applicable codes and standards.
- Water mains connected to the central office unit, with a meter and branch service line for future office space.
- According to the requirements, internal sewage and water pipelines insulation to prevent condensation and freezing.

Fire protection

- ESFR sprinkler system (K240 heads) in the storage part, fire water supply from fire water reservoirs. Internal hydrants and handheld extinguishers on the storage space as per the local codes, standards and requirements.
- Outdoor hydrants located on site.
- Acceptable fire load in the storage section: over 4,000 MJ/m².

HVAC

- Heating in the storage part: water heaters
- Design indoor temperature in the storage part: +15°C at ambient temperature -20°C.
- Central heating in the office part, supplied by the gas boiler room, or separate electric heaters.
- Rated indoor temperature in the office section: 20°C at ambient temperature -20°C. B
- Bathroom & toilet facilities heating: local electric heaters.
- Ventilation in the storage part: mechanical extraction system.
- Ventilation in the office & personnel areas: as per the applicable codes and standards.

Additional works:

- Additional electricity power for production 800 KVA all switchboard include
- 12,5 % of natural light over production area around 1800 sqm
- 200 lux on warehouse area

- 500 lux on laboratory and office area
- Additional toilets on production area
- Separate technical rooms on production around 340 sqm:
 - boiler room:
 - floor capacity 2500 Kg/sqm
 - 1 (E8) wall extractor
 - natural gas with pipe 2
 - chemical room:
 - floor capacity 5000 Kg/sqm
 - channels in according of the layout, the size is 200 x200
 - 1 (E7) wall extractor fan in order
 - small sink
 - water treatment room, , paint pump room:
 - floor capacity 5000 Kg/sqm
 - channels 200 x 200
 - compressor room:
 - 1 (E10) wall extractor fan
 - waste area of storage 200 m:
 - concrete floor capacity 2500 Kg/sqm
 - channels around of the perimeter, the size is: 150 x150
 - Ventilation on production area regarding local code
 - Technical sewage between e-coating line and e – coating technical rooms
 - Water channel around e-coating line , industrial water will provide with water quality control system (softner, ect)
 - Connection to LPG gas via external tanks
 - Bus way, 35m length, 3x1000A with intermediate feed unit connected to directly to the power center in the electrical substation,
 - Bus way, 50m length, 4x600A with intermediate feed unit connected to directly to the power center in the electrical substation,
 - 1 Socket distribution board each 2000sqm,
 - LED Lighting system, 300lux all over the plant and warehouse,
 - Compressor station made of 2 VSD compressors (1duty + 1backup), dryers and storage tank for 280m3/h peak,
 - Compressor pipeline 210m length with 36 valves of 1in, air flow 280m3/h and p=7bar,
 - Industrial water pipeline, D=3in and 80m length, from the WWTP room to the e-coating line with meter and valve each 10m,
 - Industrial water pipeline, D=2in and 80m length, from the WWTP room to the e-coating line with meter and valve each 10m,
 - Insulated water pipeline loop, D=3in and 80m length, from the boiler room to the e-coating line with meter and valve each 10m (distribution for about 90 C),
 - 1 pit 1x1x1m in WWTP and collecting drid in the technical rooms and in the waste canopy connected by drainage sewage line,
 - 25 sqm, server room+UPS room, 90min fire proof, dedicated sprinkler system, VESDA detector, dedicated HVAC units (1+1), raised floor,
 - Battery charging room, 30sqm, 11 sockets, 1h fire proof, Atex electrical and lighting system, Atex ventilation controlled by gas sensor,
 - Epoxy floor, 3mm thick, RAL according to Marelli specification - 1800 sqm
 - Additional two logistics office on warehouse area 15 sqm each, no ceiling, 1 window, one door.

SCHEDULE 8
Form of Delivery Protocol

Delivery Protocol

This Delivery Protocol is signed in on by and between:

1) with its seat in Warsaw, ul., 00-....., Warsaw, registered under KRS number maintained by the District Court in Warsaw, represented by the Management Board in the person of , hereinafter referred to as "Landlord";

and

2) Sp. z o.o., with its registered office in , ul., registered under KRS number , maintained by the District Court in , represented by the Management Board in the person of , hereinafter referred to as "Tenant".

The Landlord and the Tenant jointly shall be hereinafter referred to as the "**Parties**" and each of them separately as the "**Party**".

1. All capitalized terms and expressions used in this Delivery Protocol shall have the meaning given to them in the Lease Agreement of entered into by the Parties.
2. The following areas are being delivered to Tenant:

No.	Area description	Area	Rent Rate per 1 sq. m	Rent per Area (EUR)	Service Charge accounts per Area (.... EUR/ 1 sq. m)
1.	Office Premises:				
2.	Warehouse-Production Premises				
3.	TOTAL:				

3. The Parties confirm that the handed-over Unit is in good condition, meets all the specifications included in the Lease and the values indicated in the above table are final, binding and applicable to the Lease, as from the date of this Delivery Protocol.
4. For the purposes of future measurements of use by Tenant of utilities delivered to the Premises, the Parties affirm that meters installed within the Unit as of the date of this Delivery Protocol read as follows: [.....]
5. This Delivery Protocol was executed in four counterparts, two in Polish and two in English, one counterpart in each language for each Party. In case of any discrepancies between the language versions, the Polish version shall prevail.

For Landlord: _____

For Tenant: _____

Position: _____

Position: _____

Signature: _____

Signature: _____

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Tenant_Park_LA_Date

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SCHEDULE 9

Current excerpts from the register of entrepreneurs of the National Court Register for the Tenant and the Landlord

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Tenant_Park_LA_Date

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Wydruk informacji pobranej w trybie art. 4 ust. 4aa ustawy z dnia 20 sierpnia 1997 r. o Krajowym Rejestrze Sądowym, posiada moc dokumentu wydawanego przez Centralną Informację, nie wymaga podpisu i pieczęci.

CENTRALNA INFORMACJA KRAJOWEGO REJESTRU SĄDOWEGO

KRAJOWY REJESTR SĄDOWY

Stan na dzień 11.09.2020 godz. 13:37:41

Numer KRS: 0000255868

**Informacja odpowiadająca odpisowi aktualnemu
Z REJESTRU PRZEDSIĘBIORCÓW**

Data rejestracji w Krajowym Rejestrze Sądowym		25.04.2006		
Ostatni wpis	Numer wpisu	40	Data dokonania wpisu	24.06.2020
	Sygnatura akt	RDF/210182/20/998		
	Oznaczenie sądu	SYSTEM		

Dział 1

Rubryka 1 - Dane podmiotu	
1.Oznaczenie formy prawnej	SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ
2.Numer REGON/NIP	REGON: 240342909, NIP: 5472045857
3.Firma, pod którą spółka działa	MARELLI BIELSKO-BIAŁA POLAND SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ
4.Dane o wcześniejszej rejestracji	-----
5.Czy przedsiębiorca prowadzi działalność gospodarczą z innymi podmiotami na podstawie umowy spółki cywilnej?	NIE
6.Czy podmiot posiada status organizacji pożytku publicznego?	NIE

Rubryka 2 - Siedziba i adres podmiotu	
1.Siedziba	kraj POLSKA, woj. ŚLĄSKIE, powiat M. BIELSKO-BIAŁA, gmina M. BIELSKO-BIAŁA, miejsc. BIELSKO-BIAŁA
2.Adres	ul. GRAZYŃSKIEGO, nr 141, lok. ---, miejsc. BIELSKO-BIAŁA, kod 43-300, poczta BIELSKO-BIAŁA, kraj POLSKA
3.Adres poczty elektronicznej	-----
4.Adres strony internetowej	-----

Rubryka 3 - Oddziały	
Brak wpisów	

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Rubryka 4 - Informacje o umowie	
1.Informacja o zawarciu lub zmianach umowy spółki	1 28.02.2006 R., NOTARIUSZ ADAM ROBAK, KANCELARIA NOTARIALNA ADAM ROBAK NOTARIUSZ W KATOWICACH, REPERTORIUM "A" NR 730/2006
	2 14.12.2009 R., REPERTORIUM "A" NR 13562/2009 NOTARIUSZ ADAM ROBAK, KANCELARIA NOTARIALNA W KATOWICACH - ZMIANA § 6
	3 28.10.2010R., REPERTORIUM A NUMER 7714/2010, NOTARIUSZ ADAM ROBAK, KANCELARIA NOTARIALNA W KATOWICACH, UL. UNIWERSYTECKA 13, 40-007 KATOWICE - ZMIANA § 6
	4 30.07.2019 R., AKT NOTARIALNY, REPERTORIUM A NUMER 2512/2019, NOTARIUSZ AGATA CHYLIŃSKA - ZASTĘPCA NOTARIUSZA DANUTY TELECKIEJ-HARTOWICZ, KANCELARIA NOTARIALNA W KATOWICACH PRZY UL. WARSZAWSKIEJ 10 - ZMIENIONO §6 UMOWY SPÓŁKI
	5 10.10.2019 R., AKT NOTARIALNY, REPERTORIUM A NUMER 3245/2019, NOTARIUSZ DANUTA TELECKA-HARTOWICZ, KANCELARIA NOTARIALNA W KATOWICACH, UL. WARSZAWSKA 10 - ZMIENIONO §2 UMOWY.

Rubryka 5	
1.Czas, na jaki została utworzona spółka	NIEOZNACZONY
2.Oznaczenie pisma innego niż Monitor Sądowy i Gospodarczy, przeznaczonego do ogłoszeń spółki	-----
3.Wspólnik może mieć:	WIĘKSZĄ LICZBĘ UDZIAŁÓW
4.Czy statut przyznaje uprawnienia osobiste określonym akcjonariuszom lub tytuły uczestnictwa w dochodach lub majątku spółki nie wynikających z akcji?	*****
5.Czy obligatoriusze mają prawo do udziałów w zysku?	*****

Rubryka 6 - Sposób powstania spółki	
Brak wpisów	

Rubryka 7 - Dane wspólników	
1	1.Nazwisko / Nazwa lub firma
	MARELLI SUSPENSION SYSTEMS ITALY S.P.A.
	2.Imiona

	3.Numer PESEL/REGON

	4.Numer KRS

	5.Posiadane przez wspólnika udziały
	1.401.000 UDZIAŁÓW O ŁĄCZNEJ WARTOŚCI 70.050.000,00 ZŁOTYCH
	6.Czy wspólnik posiada całość udziałów spółki?
	TAK

Rubryka 8 - Kapitał spółki	
1.Wysokość kapitału zakładowego	70 050 000,00 zł

Podrubryka 1

AC

Informacja o wniesieniu aportu

Brak wpisów

Rubryka 9 - Nie dotyczy

Brak wpisów

Rubryka 10 - Nie dotyczy

Brak wpisów

Dział 2

Rubryka 1 - Organ uprawniony do reprezentacji podmiotu

1.Nazwa organu uprawnionego do reprezentowania podmiotu	ZARZĄD
2.Sposób reprezentacji podmiotu	KAŻDY CZŁONEK ZARZĄDU SPÓŁKI UPRAWNIONY JEST DO JEJ SAMODZIELNEJ REPREZENTACJI

Podrubryka 1

Dane osób wchodzących w skład organu

1	1.Nazwisko / Nazwa lub Firma	FERRARA
	2.Imiona	ANTONIO CESARE
	3.Numer PESEL/REGON	---
	4.Numer KRS	****
	5.Funkcja w organie reprezentującym	PREZES ZARZĄDU
	6.Czy osoba wchodząca w skład zarządu została zawieszona w czynnościach?	NIE
	7.Data do jakiej została zawieszona	-----
2	1.Nazwisko / Nazwa lub Firma	GUARNIERI
	2.Imiona	GIANLUCA
	3.Numer PESEL/REGON	62032818457
	4.Numer KRS	****
	5.Funkcja w organie reprezentującym	CZŁONEK ZARZĄDU
	6.Czy osoba wchodząca w skład zarządu została zawieszona w czynnościach?	NIE
	7.Data do jakiej została zawieszona	-----
3	1.Nazwisko / Nazwa lub Firma	KUCZERA
	2.Imiona	ALEKSANDER WŁADYSŁAW
	3.Numer PESEL/REGON	71121212454
	4.Numer KRS	****
	5.Funkcja w organie reprezentującym	CZŁONEK ZARZĄDU
	6.Czy osoba wchodząca w skład zarządu została zawieszona w	-----
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czynnościach?	
7.Data do jakiej została zawieszona	-----
1.Nazwisko / Nazwa lub Firma	VARONE
2.Imiona	ANTONIO
3.Numer PESEL/REGON	---
4.Numer KRS	****
5.Funkcja w organie reprezentującym	CZŁONEK ZARZĄDU
6.Czy osoba wchodząca w skład zarządu została zawieszona w czynnościach?	NIE
7.Data do jakiej została zawieszona	-----

Rubryka 2 - Organ nadzoru
Brak wpisów

Rubryka 3 - Prokurenci
Brak wpisów

Dział 3

Rubryka 1 - Przedmiot działalności	
1.Przedmiot przeważającej działalności przedsiębiorcy	1 29, 32, Z, PRODUKCJA POZOSTAŁYCH CZEŚCI I AKCESORIÓW DO POJAZDÓW SILNIKOWYCH, Z WYŁĄCZENIEM MOTOCYKLI
2.Przedmiot pozostałyj działalności przedsiębiorcy	1 45, 31, Z, SPRZEDAŻ HURTOWA CZEŚCI I AKCESORIÓW DO POJAZDÓW SAMOCHODOWYCH, Z WYŁĄCZENIEM MOTOCYKLI
	2 77, 1, , WYNAJEM I DZIERŻAWA POJAZDÓW SAMOCHODOWYCH, Z WYŁĄCZENIEM MOTOCYKLI
	3 77, 3, , WYNAJEM I DZIERŻAWA POZOSTAŁYCH MASZYN, URZĄDZEŃ ORAZ DÓBR MATERIAŁOWYCH
	4 77, 4, , DZIERŻAWA WŁASNOŚCI INTELEKTUALNEJ I PODOBNYCH PRODUKTÓW, Z WYŁĄCZENIEM PRAC CHRONIONYCH PRAWEM AUTORSKIM
	5 38, 32, Z, ODZYSK SUROWCÓW Z MATERIAŁÓW SEGREGOWANYCH

Rubryka 2 - Wzmianki o złożonych dokumentach			
Rodzaj dokumentu	Nr kolejny w polu	Data złożenia	Za okres od do
1.Wzmianka o złożeniu rocznego sprawozdania finansowego	1	12.07.2007	1 STYCZNIA 2006 R. - 31 GRUDNIA 2006 R.
	2	15.04.2008	1 STYCZNIA 2007 R - 31 GRUDNIA 2007 R
	3	25.03.2009	1 STYCZNIA 2008 R - 31 GRUDNIA 2008 R
	4	16.03.2010	01.01.2009 - 31.12.2009
	5	21.03.2011	1 STYCZNIA 2010 R. - 31 GRUDNIA 2010 R.
	6	16.03.2012	01.01.2011 - 31.12.2011

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7	21.03.2013	1.01.2012 - 31.12.2012
8	18.03.2014	OD 01.01.2013 DO 31.12.2013
9	20.03.2015	OD 01.01.2014 DO 31.12.2014
10	05.04.2016	OD 01.01.2015 DO 31.12.2015
11	27.03.2017	OD 01.01.2016 DO 31.12.2016
12	14.03.2018	OD 01.01.2017 DO 31.12.2017
13	04.04.2019	OD 01.01.2018 DO 31.12.2018
14	24.06.2020	OD 01.01.2019 DO 31.12.2019
2. Wzmianka o złożeniu opinii biegłego rewidenta / sprawozdania z badania rocznego sprawozdania finansowego	1	***** 1 STYCZNIA 2006 R. - 31 GRUDNIA 2006 R.
	2	***** 1 STYCZNIA 2007 R - 31 GRUDNIA 2007 R
	3	***** 1 STYCZNIA 2008 R - 31 GRUDNIA 2008 R
	4	***** 01.01.2009 - 31.12.2009
	5	***** 1 STYCZNIA 2010 R. - 31 GRUDNIA 2010 R
	6	***** 01.01.2011 - 31.12.2011
	7	***** 1.01.2012 - 31.12.2012
	8	***** OD 01.01.2013 DO 31.12.2013
	9	***** OD 01.01.2014 DO 31.12.2014
	10	***** OD 01.01.2015 DO 31.12.2015
	11	***** OD 01.01.2016 DO 31.12.2016
	12	***** OD 01.01.2017 DO 31.12.2017
	13	***** OD 01.01.2018 DO 31.12.2018
	14	***** OD 01.01.2019 DO 31.12.2019
3. Wzmianka o złożeniu uchwały lub postanowienia o zatwierdzeniu rocznego sprawozdania finansowego	1	***** 1 STYCZNIA 2006 R. - 31 GRUDNIA 2006 R.
	2	***** 1 STYCZNIA 2007 R - 31 GRUDNIA 2007 R
	3	***** 1 STYCZNIA 2008 R - 31 GRUDNIA 2008 R
	4	***** 01.01.2009 - 31.12.2009
	5	***** 1 STYCZNIA 2010 R. - 31 GRUDNIA 2010 R
	6	***** 01.01.2011 - 31.12.2011
	7	***** 1.01.2012 - 31.12.2012
	8	***** OD 01.01.2013 DO 31.12.2013
	9	***** OD 01.01.2014 DO 31.12.2014
	10	***** OD 01.01.2015 DO 31.12.2015
	11	***** OD 01.01.2016 DO 31.12.2016
	12	***** OD 01.01.2017 DO 31.12.2017
	13	***** OD 01.01.2018 DO 31.12.2018
	14	***** OD 01.01.2019 DO 31.01.2019
4. Wzmianka o złożeniu sprawozdania z działalnością podmiotu	1	***** 1 STYCZNIA 2006 R. - 31 GRUDNIA 2006 R.
	2	***** 1 STYCZNIA 2007 R - 31 GRUDNIA 2007 R
	3	***** 1 STYCZNIA 2008 R - 31 GRUDNIA 2008 R
	4	***** 01.01.2009 - 31.12.2009
	5	***** 1 STYCZNIA 2010 R. - 31 GRUDNIA 2010 R
	6	***** 01.01.2011 - 31.12.2011
	7	***** 1.01.2012 - 31.12.2012
	8	***** OD 01.01.2013 DO 31.12.2013

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9	*****	OD 01.01.2014 DO 31.12.2014
10	*****	OD 01.01.2015 DO 31.12.2015
11	*****	OD 01.01.2016 DO 31.12.2016
12	*****	OD 01.01.2017 DO 31.12.2017
13	*****	OD 01.01.2018 DO 31.12.2018
14	*****	OD 01.01.2019 DO 31.12.2019

Rubryka 3 - Sprawozdania grupy kapitałowej

Brak wpisów

Rubryka 4 - Przedmiot działalności statutowej organizacji pozytku publicznego

Brak wpisów

Rubryka 5 - Informacja o dniu kończącym rok obrotowy

1.Dzień kończący pierwszy rok obrotowy, za który należy złożyć sprawozdanie finansowe	31.12.2006
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Dział 4**Rubryka 1 - Zaległości**

Brak wpisów

Rubryka 2 - Wierzytelności

Brak wpisów

Rubryka 3 - Informacje o oddaleniu wniosku o ogłoszenie upadłości na podstawie art. 13 ustawy z 28 lutego 2003 r. Prawo upadłościowe albo o zabezpieczeniu majątku dłużnika w postępowaniu w przedmiocie ogłoszenia upadłości albo w postępowaniu restrukturyzacyjnym albo po prawomocnym umorzeniu postępowania restrukturyzacyjnego

Brak wpisów

Rubryka 4 - Umorzenie prowadzonej przeciwko podmiotowi egzekucji z uwagi na fakt, że z egzekucji nie uzyska się sumy wyższej od kosztów egzekucyjnych

Brak wpisów

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Dział 5

Rubryka 1 - Kurator
Brak wpisów

Dział 6

Rubryka 1 - Likwidacja
Brak wpisów

Rubryka 2 - Informacje o rozwiązaniu lub unieważnieniu spółki
Brak wpisów

Rubryka 3 - Nie dotyczy
Brak wpisów

Rubryka 4 - Informacja o połączeniu, podziale lub przekształceniu
Brak wpisów

Rubryka 5 - Informacja o postępowaniu upadłościowym
Brak wpisów

Rubryka 6 - Informacja o postępowaniu układowym
Brak wpisów

Rubryka 7 - Informacje o postępowaniach restrukturyzacyjnych, o postępowaniu naprawczym lub o przymusowej restrukturyzacji
Brak wpisów

Rubryka 8 - Informacja o zawieszeniu działalności gospodarczej
Brak wpisów

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data sporządzenia wydruku 11.09.2020

adres strony internetowej, na której są dostępne informacje z rejestru: ekrs.ms.gov.pl

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Wydruk informacji pobranej w trybie art. 4 ust. 4aa ustawy z dnia 20 sierpnia 1997 r. o Krajowym Rejestrze Sądowym, posiada moc dokumentu wydawanego przez Centralną Informację, nie wymaga podpisu i pieczęci.

CENTRALNA INFORMACJA KRAJOWEGO REJESTRU SĄDOWEGO

KRAJOWY REJESTR SĄDOWY

Stan na dzień 11.09.2020 godz. 13:36:30

Numer KRS: 0000640329

**Informacja odpowiadająca odpisowi aktualnemu
Z REJESTRU PRZEDSIĘBIORCÓW**

Data rejestracji w Krajowym Rejestrze Sądowym		04.10.2016		
Ostatni wpis	Numer wpisu	16	Data dokonania wpisu	02.07.2020
	Sygnatura akt	WA.XII NS-REJ.KRS/34007/20/114		
	Oznaczenie sądu	SĄD REJONOWY DLA M. ST. WARSZAWY W WARSZAWIE, XII WYDZIAŁ GOSPODARCZY KRAJOWEGO REJESTRU SĄDOWEGO		

Dział 1

Rubryka 1 - Dane podmiotu	
1.Oznaczenie formy prawnej	SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ
2.Numer REGON/NIP	REGON: 365556714, NIP: 7010620133
3.Firma, pod którą spółka działa	BIELSKO LOGISTICS SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ
4.Dane o wcześniejszej rejestracji	-----
5.Czy przedsiębiorca prowadzi działalność gospodarczą z innymi podmiotami na podstawie umowy spółki cywilnej?	NIE
6.Czy podmiot posiada status organizacji pożytku publicznego?	NIE

Rubryka 2 - Siedziba i adres podmiotu	
1.Siedziba	kraj POLSKA, woj. MAZOWIECKIE, powiat WARSZAWA, gmina WARSZAWA, miejsc. WARSZAWA
2.Adres	ul. LITEWSKA, nr 1, lok. ---, miejsc. WARSZAWA, kod 00-581, poczta WARSZAWA, kraj POLSKA
3.Adres poczty elektronicznej	-----
4.Adres strony internetowej	-----

Rubryka 3 - Oddziały	
Brak wpisów	

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Rubryka 4 - Informacje o umowie		
1.Informacja o zawarciu lub zmianach umowy spółki	1	03-10-2016R.
	2	30.08.2018R., REP. A NR 1580/2018, NOTARIUSZ TOMASZ BĄBKA, KANCELARIA NOTARIALNA W WARSZAWIE, ZMIENIONO §2, §5, §6, §14 ORAZ §17
	3	20.12.2018R., REP. A NR 2503/2018, NOTARIUSZ MAGDALENA GORYCKA, KANCELARIA NOTARIALNA W WARSZAWIE, ZMIANA: § 5, § 6
	4	20.08.2019R., REP. A NR 21666/2019, NOTARIUSZ TOMASZ MERTA Z KANCELARII NOTARIALNEJ W WARSZAWIE, ZMIENIONO §5, §6, §13 UST.2, §13 UST.3 UMOWY SPÓŁKI ORAZ PRZYJĘTO NOWY TEKST JEDNOLITY UMOWY SPÓŁKI
	5	09.04.2020 R., REP. A NR 12779/2020, NOTARIUSZ RAFAŁ GĄSIEWSKI, KANCELARIA NOTARIALNA W WARSZAWIE PRZY PLACU BANKOWYM 1 ZMIENIONO: §5, §6 UMOWY SPÓŁKI PRZYJĘTO TEKST JEDNOLITY UMOWY SPÓŁKI

Rubryka 5	
1.Czas, na jaki została utworzona spółka	NIEOZNACZONY
2.Oznaczenie pisma innego niż Monitor Sądowy i Gospodarczy, przeznaczonego do ogłoszeń spółki	-----
3.Wspólnik może mieć:	WIĘKSZĄ LICZBĘ UDZIAŁÓW
4.Czy statut przyznaje uprawnienia osobiste określonym akcjonariuszom lub tytuły uczestnictwa w dochodach lub majątku spółki nie wynikających z akcji?	*****
5.Czy obligatoriusze mają prawo do udziałów w zysku?	*****

Rubryka 6 - Sposób powstania spółki	
Brak wpisów	

Rubryka 7 - Dane wspólników		
1	1.Nazwisko / Nazwa lub firma	LOGISTICS PLATFORM B.V.
	2.Imiona	*****
	3.Numer PESEL/REGON	...
	4.Numer KRS	-----
	5.Posiadane przez wspólnika udziały	41.358 UDZIAŁÓW O ŁĄCZNEJ WARTOŚCI 2.067.900,00 ZŁ
	6.Czy wspólnik posiada całość udziałów spółki?	TAK

Rubryka 8 - Kapitał spółki	
1.Wysokość kapitału zakładowego	2 067 900,00 zł
Podrubryka 1	

Informacja o wniesieniu aportu

Brak wpisów

Rubryka 9 - Nie dotyczy

Brak wpisów

Rubryka 10 - Nie dotyczy

Brak wpisów

Dział 2

Rubryka 1 - Organ uprawniony do reprezentacji podmiotu

1.Nazwa organu uprawnionego do reprezentowania podmiotu	ZARZĄD
2.Sposób reprezentacji podmiotu	DO SKŁADANIA OŚWIADCZEŃ I PODPISYWANIA W IMIENIU SPÓŁKI UPRAWNIONYCH JEST DZIAŁAJĄCYCH ŁĄCZNIE DWÓCH CZŁONKÓW ZARZĄDU ALBO TEŻ JEDEN CZŁONEK ZARZĄDU DZIAŁAJĄCY ŁĄCZNIE Z PROKURENTEM

Podrubryka 1

Dane osób wchodzących w skład organu

1	1.Nazwisko / Nazwa lub Firma	CZUK
	2.Imiona	PRZEMYSŁAW RADOMIR
	3.Numer PESEL/REGON	74112702516
	4.Numer KRS	****
	5.Funkcja w organie reprezentującym	CZŁONEK ZARZĄDU
	6.Czy osoba wchodząca w skład zarządu została zawieszona w czynnościach?	NIE
	7.Data do jakiej została zawieszona	-----
2	1.Nazwisko / Nazwa lub Firma	TOCZEK
	2.Imiona	ŁUKASZ MATEUSZ
	3.Numer PESEL/REGON	89011700790
	4.Numer KRS	****
	5.Funkcja w organie reprezentującym	CZŁONEK ZARZĄDU
	6.Czy osoba wchodząca w skład zarządu została zawieszona w czynnościach?	NIE
	7.Data do jakiej została zawieszona	-----
3	1.Nazwisko / Nazwa lub Firma	ROSSA
	2.Imiona	HUBERT ŁUKASZ
	3.Numer PESEL/REGON	81110808496
	4.Numer KRS	****
	5.Funkcja w organie reprezentującym	CZŁONEK ZARZĄDU

*AK**✓ T. G. H. C. A. K.*

6.Czy osoba входяща в склад zarządu została zawieszona w czynnościach?	NIE
7.Data do jakiej została zawieszona

Rubryka 2 - Organ nadzoru

Brak wpisów

Rubryka 3 - Prokurenci

Brak wpisów

Dział 3

Rubryka 1 - Przedmiot działalności

1.Przedmiot przeważającej działalności przedsiębiorcy	1	70, 10, 2, DZIAŁALNOŚĆ FIRM CENTRALNYCH (HEAD OFFICES) I HOLDINGÓW, Z WYŁĄCZENIEM HOLDINGÓW FINANSOWYCH
2.Przedmiot pozostałej działalności przedsiębiorcy	1	41, , , ROBOTY BUDOWLANE ZWIĄZANE ZE WZNOSZENIEM BUDYNKÓW
	2	43, 1, , ROZBIÓRKA I PRZYGOTOWANIE TERENU POD BUDOWĘ
	3	46, , , HANDEL HURTOWY, Z WYŁĄCZENIEM HANDLU POJAZDAMI SAMOCHODOWYMI
	4	64, 92, , POZOSTAŁE FORMY UDZIELANIA KREDYTÓW
	5	64, 99, , POZOSTAŁA FINANSOWA DZIAŁALNOŚĆ USŁUGOWA, GDZIE INDZIEJ NIESKŁASYFIKOWANA, Z WYŁĄCZENIEM UBEZPIECZEŃ I FUNDUSZÓW EMERYTALNYCH
	6	68, 1, , KUPNO I SPRZEDAŻ NIERUCHOMOŚCI NA WŁASNY RACHUNEK
	7	68, 2, , WYNAJEM I ZARZĄDZANIE NIERUCHOMOŚCIAMI WŁASNYMI LUB DZIERŻAWIONYMI
	8	68, 31, , POŚREDNICTWO W OBROCIE NIERUCHOMOŚCIAMI
	9	68, 32, , ZARZĄDZANIE NIERUCHOMOŚCIAMI WYKONYWANE NA ZLECENIE

Rubryka 2 - Wzmianki o złożonych dokumentach

Rodzaj dokumentu	Nr kolejny w polu	Data złożenia	Za okres od do
1.Wzmianka o złożeniu rocznego sprawozdania finansowego	1	26.07.2018	OD 03.10.2016 DO 31.12.2017
	2	11.07.2019	OD 01.01.2018 DO 31.12.2018
3.Wzmianka o złożeniu uchwały lub postanowienia o zatwierdzeniu rocznego sprawozdania finansowego	1	*****	OD 03.10.2016 DO 31.12.2017
	2	*****	OD 01.01.2018 DO 31.12.2018
4.Wzmianka o złożeniu sprawozdania z działalności podmiotu	1	*****	OD 01.01.2018 DO 31.12.2018
5.Wzmianka o złożeniu sprawozdania z płatności na rzecz administracji publicznej	1	*****	OD 03.10.2016 DO 31.12.2017

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Rubryka 3 - Sprawozdania grupy kapitałowej

Brak wpisów

Rubryka 4 - Przedmiot działalności statutowej organizacji pozytku publicznego

Brak wpisów

Rubryka 5 - Informacja o dniu kończącym rok obrotowy

1.Dzień kończący pierwszy rok obrotowy, za który należy złożyć sprawozdanie finansowe	31.08.2020
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Dział 4

Rubryka 1 - Zaległości

Brak wpisów

Rubryka 2 - Wierzytelności

Brak wpisów

Rubryka 3 - Informacje o oddaleniu wniosku o ogłoszenie upadłości na podstawie art. 13 ustawy z 28 lutego 2003 r. Prawo upadłościowe albo o zabezpieczeniu majątku dłużnika w postępowaniu w przedmiocie ogłoszenia upadłości albo w postępowaniu restrukturyzacyjnym albo po prawomocnym umorzeniu postępowania restrukturyzacyjnego

Brak wpisów

Rubryka 4 - Umorzenie prowadzonej przeciwko podmiotowi egzekucji z uwagi na fakt, że z egzekucji nie uzyska się sumy wyższej od kosztów egzekucyjnych

Brak wpisów

Dział 5

Rubryka 1 - Kurator

Brak wpisów

Dział 6

Rubryka 1 - Likwidacja

Brak wpisów

Rubryka 2 - Informacje o rozwiązaniu lub unieważnieniu spółki

Brak wpisów

Rubryka 3 - Nie dotyczy

Brak wpisów

Rubryka 4 - Informacja o połączeniu, podziale lub przekształceniu

Brak wpisów

Rubryka 5 - Informacja o postępowaniu upadłościowym

Brak wpisów

Rubryka 6 - Informacja o postępowaniu układowym

Brak wpisów

Rubryka 7 - Informacje o postępowaniach restrukturyzacyjnych, o postępowaniu naprawczym lub o przymusowej restrukturyzacji

Brak wpisów

Rubryka 8 - Informacja o zawieszeniu działalności gospodarczej

Brak wpisów

data sporządzenia wydruku 11.09.2020

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SCHEDULE 10

Granted powers of attorney for the representatives of the Tenant and the Landlord

WAR-#1966804-v14
Tenant_Park_LA_Date

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SCHEDULE 11
List of major defects

1. Lack of final use permit.
2. No hard surface driveway to the Warehouse-Production Premises and the Office Premises.
3. No electricity in the Warehouse-Production Premises.
4. No electricity in the Office Premises.
5. No heating in the Warehouse-Production Premises.
6. No heating in the Office Premises.
7. No lighting in the Warehouse-Production Premises.
8. No lighting in the Office Premises.
9. No water in the Warehouse-Production Premises.
10. No water in the Office Premises.
11. 50% of dock gates not working.
12. All the toilets in the Unit are out of work.
13. Roof leakage at the Painting Machine area.
14. Bending of the profile of a column.

SCHEDULE 12
Tenant's Adaptation Works

No.	Description	Start activity	End activity	Note
1.	PUT ON THE FLOOR THE PAINTING LINE TANKS	28/09/20	30/09/20	If painting line channels around the line should be ready before the placement of the tanks. In case of delay has to be avoided the impact on the painting line installation
2.	MECHANICAL ASSEMBLY INSIDE THE BUILDING	30/09/20	06/11/20	Painting line assembly activities
3.	MECHANICAL ASSEMBLY INSIDE THE TECH ROOM	06/11/20	13/11/20	In case of tech room constructions activities delay, Marelli will able to manage the temporary solution till the end of <u>January 2021</u>
4.	MECHANICAL ASSEMBLY INSIDE THE BOILER ROOM	14/11/20	18/11/20	In case of tech room constructions activities delay, Marelli will able to manage the temporary solution till the end of <u>January 2021</u>
5.	ELECTRICAL ASSEMBLY INSIDE THE PAINTING LINE	05/11/20	27/11/20	
6.	MECHANICAL AND ELECTRICAL, DROP, MANAGE BY MARELLI	10/11/20	30/11/20	In case of missing utilities main distributions, has to be realized a temporary solution in order to avoid any impacts on the painting line start-up forecasted on <u>15/12/2020</u> .
7.	SOFTWARE TRYOUT	28/11/20	05/12/20	
8.	FILL THE TANK WITH WATER AND CHEMICALS	06/12/20	07/12/20	
9.	FIRST PAINTING LINE TEST	08/12/20	09/12/20	

SCHEDULE 13
Guarantee Periods

	Zakres prac	Trade	Gwarancja i rekordma /Warranty and statutory guarantee
1.	Roboty drogowe	Roads, paving	5 lat/years
2.	Sieci zewnętrzne	Rain water network	5 lat/years
3.	Roboty betonowe	Concrete works	5 lat/years
4.	Elementy aluminiowe	Aluminum elements	5 lat/years
5.	Elementy betonowe prefabrykowane	Precast concrete elements	10 lat/years
6.	Konstrukcja stalowa i powłoka	Steel Structure and painting	5 lat/years painting (antykoroza) 10 lat/years steel
7.	Blachy dachowe i fasada - powłoka	Metall roof and metall elevation - coating	5 lat/ years
8.	Pokrycie dachu	Roof membrane	5 lat (lub 10 w przypadku podpisania umowy serwisowej) / 5 years (or 10 years if maintenance contract will be signed)
9.	Świetliki, klapy dymowe	Sky lights, smoke vents	
9.1	Kopuła	Dome	5 lat/years
9.2	Części pneumatyczne	Pneumatical elements	2 lata/years
9.3	Części elektryczne	Electrical elements	2 lata/years
10.	Posadzka	Floor slab	5 lat/years
11.	Drzwi, bramy, dokи przeładunkowe	Door, gates, docks	
11.1	Paneli, platforma	Panels, dock platform	5 lat/years
11.2	Elementy ruchome	Mobile/Moving Elements	2 lata/years
12.	Wykończenie biur	Innenausbau	5 lat/years
13.	Ogrodzenie zewnętrzne	Fence	5 lat/years
14.	Brama wjazdowa	Enrance gate	5 lat/years
15.	Ślusarka	Locksmith works	5 lat/years
16.	Instalacje elektryczne	Electrical installations	
16.1	Oprawy oświetleniowe	Lighting fixtures	2 lata/years
16.2	Osprzęt elektryczny	Equipment	2 lata/years
16.3	Rozdzielnice	Switchboards	2 lata/years

16.4	Transformator	Transformer	2 lata/years
16.5	Kable	Cables	2 lata/years
16.6	Trasy kablowe	Cable trays	5 lat/years
17.	Ogrzewanie	Heating	
17.1	Orurowanie	Piping	5 lat/years
17.2	Promienniki	Radiant heaters	2 lata/years
17.3	Kocioł	Boiler	2 lata/years
17.4	Sterowanie	Control equipment	2 lata/years
18.	Klimatyzacja (i wentylacja)	Air conditioning	2 lata/years
19.	Instalacje sanitarne odwodnienie dachu	Dehydratation roof system	2 lata/years
19.1	Orurowanie	Piping	5 lat/years
19.2	Elementy ruchome	Moveable elements	2 lata/years
19.3	Elektronika	Electronic elements	2 lata/years
20.	Instalacja tryskaczowa	Sprinkler system	
20.1	Orurowanie	Piping	5 lat/years
20.2	Hydranty wewnętrzne	Interhal hydrants	2 lata/years
20.3	Elementy ruchome	Moveable elements	2 lata/years
20.4	Pompa tryskaczowa	Sprinkler pump	2 lata/years
20.5	Elektronika	Electronic elements	2 lata/years
22.	System alarmu pożaru	Fire alarm system	2 lata/years

SCHEDULE 14
Works timetable

L.P	Nazwa robót			
		begin %	days	end
	PROJEKTY WYKONAWCZE ARCHITEKTONICZNE / EXECUTIVE DESIGN	14.09.2020	10 dn	25.09.2020
	Projekt architektury PEKABEX / Architecture design	14.09.2020	10 dn	25.09.2020
I	PROJEKTY WYKONAWCZE KONSTRUKCYJNE - od momentu podpisania listu intencyjnego / Executive design from the time of signature the letter of intent	14.09.2020	15 dn	02.10.2020
1	Projekty wykonawcze konstrukcyjne / Executive - construction design	14.09.2020	15 dn	02.10.2020
2	Projekty wykonawcze branżowe / Executive - industry design	14.09.2020	15 dn	02.10.2020
II	ROBOTY ZIEMNE I DROGOWE, SIECI ZEWNĘTRZNE / EARTHWORKS , INSTALATIONS	18.09.2020	109 dn	17.02.2021
1	Ulepszenie warstw nasypu / Mound layers	18.09.2020	15 dn	08.10.2020
2	Przygotowanie platformy roboczej - makroniwelacja / Site levelling	12.10.2020	5 dn	16.10.2020
3	Sieci zewnętrzne - wodociąg ppoż / Fire protection installation	19.10.2020	30 dn	27.11.2020
4	Sieci zewnętrzne - kanalizacja deszczowa / Rainwater installation	19.10.2020	45 dn	18.12.2020
5	Sieci zewnętrzne - kanalizacja sanitarna / Sanitary installation	19.10.2020	45 dn	18.12.2020
6	Sieci zewnętrzne - wodociąg bytowy / Utility water system	19.10.2020	45 dn	18.12.2020
7	Sieci zewnętrzne - Instalacja gazu do zbiornika LNG / External Installation of gas to the LNG tank	02.11.2020	15 dn	20.11.2020
8	Sieci zewnętrzne - Zbiornik na nieczystości technologiczne 50 m3 / Tank for technological waste 50 m3 (without UDT-Technical inspection)	12.10.2020	30 dn	20.11.2020
9	Sieci zewnętrzne - kanalizacja techniczna/ External technical installation	23.11.2020	10 dn	04.12.2020
10	Sieci zewnętrzne elektryczne / Electrical installation	21.12.2020	15 dn	08.01.2021
11	Wykopy pod fundamenty pom. Techn. + stabilizacja / Trench for technical room foundation + stabilization	14.12.2020	5 dn	18.12.2020
12	Makroniwelacja terenu zewnętrznego / Outdoor area levelling	11.01.2021	3 dn	13.01.2021
13	Stabilizacja terenów zewnętrznych / Outdoor area stabilization	14.01.2021	2 dn	15.01.2021
14	Wykonanie skarp / Slope	13.01.2021	10 dn	26.01.2021
15	Podbudowa z betonu / Concrete substructure	14.01.2021	5 dn	20.01.2021
16	Kostka / Stone sett	21.01.2021	20 dn	17.02.2021
III	ROBOTY KONSTRUKCYJNE I INSTALACYJNE - HALA / CONSTRUCTION & INSTALATION WORKS - HALL	21.09.2020	74 dn	31.12.2020
1	Montaż ścian wewnętrznych / Internal walls	28.09.2020	15 dn	16.10.2020
2	Montaż konstrukcji drugorzędowej (ryglówka pod okna i bramy) / Secondary construction (dwang)	19.10.2020	16 dn	09.11.2020
3	Montaż konstrukcji pomieszczeń wewnętrznych lekkich / Inside construction	22.09.2020	20 dn	19.10.2020
4	Montaż pasm świetlnych - podstawy i przekrycie / Sky lights	28.09.2020	20 dn	23.10.2020
5	Zamówienie i wykonanie koryta odwadniającego wokół linii produkcyjnej / Order and execution of a drainage trough around the production line	28.09.2020	41 dn	23.11.2020
6	Wykonanie estakady pod instalacje technologiczne / Flyover for technological installations	26.10.2020	15 dn	13.11.2020
7	Posadzka hali - uzupełnienie / Floor slab - suplement	24.11.2020	14 dn	11.12.2020
8	Wykonanie posadzki epoksydowej / Epoxy floor	30.11.2020	12 dn	15.12.2020
9	Instalacje elektryczne / Electrical installation	19.10.2020	45 dn	18.12.2020
10	Dostawa i montaż pola SN 1000kVA / Delivery and installation of the MV 1000kVA bay	21.09.2020	50 dn	27.11.2020

11	Dostawa i montaż transformatora 1000kVA / Supply and installation of a 1000kVA transformer	21.09.2020	74 dn	31.12.2020
12	Dostawa i montaż Rozdzielnicy głównej (od momentu projektowania) / Delivery and assembly of the main switchgear (from the design moment)	05.10.2020	60 dn	22.12.2020
13	Dostawa i montaż Szynoprzewodów 1000A i 600A / Delivery and installation of 1000A and 600A busbars	19.10.2020	42 dn	15.12.2020
14	Dostawa i montaż Lampy oświetleniowe / Delivery and assembly Lighting lamps	19.10.2020	42 dn	15.12.2020
15	Instalacja tryskaczowa pod naświetlami wraz z próbami / Spinkler under the sky lights with tests	26.10.2020	20 dn	20.11.2020
16	Instalacje HVAC wraz z próbami / HVAC instalation with tests	14.10.2020	55 dn	29.12.2020
17	Sprzątanie obiektu / Cleaning	16.12.2020	7 dn	22.12.2020
18	POMIESZCZENIA TECHNICZNE / TECHNICAL ROOMS	15.12.2020	54 dn	26.02.2021
19	Fundamenty pomieszczeń technicznych / Technical rooms foundation	21.12.2020	15 dn	08.01.2021
20	Roboty murowe i żelbetowe ścian pomieszczeń technicznych / Technical room walls	28.12.2020	33 dn	10.02.2021
21	Betonowanie stropów / Concrete ceiling	11.02.2021	5 dn	17.02.2021
22	Instalacje podposadzkowe / Underground installation	31.12.2020	15 dn	20.01.2021
23	Montaż pokrycia dachowego / Roof insulation	18.02.2021	7 dn	26.02.2021
24	Wylewki cementowe / Concrete floor	21.01.2021	5 dn	27.01.2021
25	Roboty instalacyjne / Installation works	26.01.2021	23 dn	25.02.2021
26	Otwarta wiata stalowa na odpady, tryskaczowana / Open steel shed for waste, sprinkled	31.12.2020	25 dn	03.02.2021
27	Zabezpieczenie rurociągów pod pom. Technicznymi i Wiątą w osi 1 / Protection of pipelines under the Technical Room and Wind Axis 1	21.12.2020	20 dn	15.01.2021
28	Przeniesienie instalacji spod pom. Technicznych i Wiąty w osi 1 / Moving the installation from under the room Technical and Wind Axis 1	21.12.2020	20 dn	15.01.2021
29	Przełożenie instalacji elektrycznych zewnętrznych (kable zasilające, sterownicze, kanalizacja teletechniczna) / Relocation of external electrical installations (power and control cables, teletechnical sewage system)	11.01.2021	15 dn	29.01.2021
30	BUDYNEK BIUROWY - MARELLI (bez pomieszczeń laboratoryjnych) / OFFICE - MARELLI (without laboratory rooms)	05.10.2020	78 dn	20.01.2021
31	Fundamenty budynku biurowego / Office foundation	05.10.2020	8 dn	14.10.2020
32	Montaż klatek schodowych wraz z betonowaniem spoczników / Stair enclosure	12.10.2020	10 dn	23.10.2020
33	Betonowanie stropów / Concrete ceiling	26.10.2020	10 dn	06.11.2020
34	Roboty murowe i żelbetowe ścian budynku biurowego / Office walls	15.10.2020	15 dn	04.11.2020
35	Instalacje podposadzkowe - parter / Underground installation - ground floor	08.10.2020	7 dn	16.10.2020
36	Instalacje podposadzkowe - piętro / Underground installation - first floor	11.11.2020	7 dn	19.11.2020
37	Montaż klap dymowych klatki schodowej / Smoke vents	26.10.2020	3 dn	28.10.2020
38	Montaż podkonstrukcji central wentylacyjnych / Air handling unit	23.10.2020	3 dn	27.10.2020
39	Montaż rygl stalowych / Steel nog	01.12.2020	5 dn	07.12.2020
40	Montaż stolarki okiennej / Window frames	08.12.2020	5 dn	14.12.2020
41	Wylewki cementowe - parter i piętro / Concrete floor	17.11.2020	10 dn	30.11.2020
42	Konstrukcja ścian GK z jednostronnym oplotowaniem / Drywalls	26.11.2020	23 dn	28.12.2020
43	Tynkowanie ścian/okładanie ścian płytką GK / Walls plastering	15.10.2020	9 dn	27.10.2020
44	Instalacje wentylacji i klimatyzacji / Ventilation and air condition instalation	01.12.2020	30 dn	11.01.2021
45	Instalacje wodociągowe i kanalizacji / Sewerage and water supply installation	01.12.2020	25 dn	04.01.2021
46	Instalacje ogrzewania / Heat installation	01.12.2020	21 dn	29.12.2020
47	Instalacje elektryczne / Electrical instalation	03.12.2020	35 dn	20.01.2021
48	Instalacja hydrantowa / Hydrant installation	10.12.2020	7 dn	18.12.2020
49	Zamykanie ścian GK / Drywalls closure	04.12.2020	15 dn	24.12.2020

50	Szpachlowanie i malowanie ścian / Fill and paint the walls	11.12.2020	17 dn	04.01.2021
51	Układanie płyt na posadzkach / Tiles laying	04.12.2020	13 dn	22.12.2020
52	Płytkowanie ścian w toaletach / Tiles laying in toilets	04.12.2020	10 dn	17.12.2020
53	Montaż konstrukcji sufitów podwieszanych / Suspended ceiling	04.01.2021	8 dn	13.01.2021
54	Montaż drzwi i okien wewnętrznych / Doors and windows	22.12.2020	4 dn	25.12.2020
55	Biały montaż / Sanitary whiteware	22.12.2020	9 dn	01.01.2021
56	Zakładanie płyt sufitowych / Ceiling slabs	24.12.2020	7 dn	01.01.2021
57	Sprzątanie / Cleaning	13.01.2021	5 dn	19.01.2021

"In case of delay in works that may affect the planned start-up of the painting line, the Landlord and the Tenant shall discuss and take the possible actions in order to avoid any impacts on the painting line start-up forecasted on **15 December 2020**. The Parties shall inform each other on the regular basis of any circumstances that may affect the start-up of the painting line on the indicated date. If any additional costs arise due to the arrangements taken by the Parties with respect to the planned start-up of the painting line by the Tenant, the Parties shall in good faith discuss and agree the way of incurring such costs by the Parties."

SCHEDULE 15
Chemical substances to be kept in the Unit (chemical store)

GARDOCLEAN S 5201

GB ADD H 7400

GARDACID P 4497

GARDACID N 4475

GARDOLIENE V 6559

GARDOBOND R 2601 A

GARDOBOND R 2600 A and E

GB ADD H 7004

GB ADD H 7256

GB ADD H 7101

GB ADD H 7200L

GARDOBOND X 4707 A

GARDOBOND X 4707 E3

GARDOBOND ADD H 7204 (PH adjustments only)

QR31-9570 paste

QT30-0573 binder

QR31-0500 (solvent: cleaning & preparing)

QR31-0510 (solvent:production)

SC18-0130 (pH adjuster)

WAR-#1966804-v14
Tenant_Park_LA_Date

57 x 59
WAW 2397240v3

Parmentol A28 FZ99-4152 (anti bacteria)

Aluminum polychloride in solution

Anionic polyelectrolyte

Hydrogen peroxide 60 V / V

Ferrous sulphate solution

Sulfuric acid

Sodium hydroxide (every regeneration)

Hydrochloric acid

WAR#1966804-v14
Tenant_Park_LA_Date

58 z 59
WAW 2397240v3

SCHEDULE 16
Tenant's Competitors

Suspension:

- ZF
- Magna
- Gestamp
- Benteler
- Proma
- Magnetto
- Chassix
- Mantinrea

Shocks:

- ZF
- Tenneco
- Thyssen
- Kayaba
- Hitachi
- Mando
- Showa
- BWI

POCZTA POLSKA S.A.
Wyznaczony operator kraju pochodzenia
Opérateur désigné d'origine

Priorytetowa/Lotnicza
Prioritaire/Par avion

A.R.

Sprawa służbową
Service des postes
Datownik urzędu zwracającego
potwierdzenie
Timbre du bureau renvoyant
l'avis

Zwrócić do
Renvoyer à

Wypełnia nadawca
A remplir par l'expéditeur

Nazwisko lub firma Nom ou raison sociale:	<i>Biuro Logistics</i>
Ulica i nr Rue et n°	Ul. Litewska 1 00-581 Warszawa
Miejscowość i kraj Localité et pays:	<i>POCNA</i>

Wypakowane w 2020 roku. Termin trwałości kleju 2 lata.

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