Annex 1

to the Order of

the Ministry of Economic Development of the Russian Federation

of 12 April 2006 N 95

(as per rev. of the order of the Ministry of Economic Development of the Russian Federation of 21.02.2011 N 58

**Provisional Form**

**of rental agreement for the land plot**

**located in the area of the Special Economic Zone**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**(indicate the type of the Special Economic Zone)**

**in state**

**or municipal ownership**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ "\_\_" \_\_\_\_\_\_\_ 20\_

(place of the agreement)

 On the basis of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (references of the SEZ establishment agreement, indicating

 the SEZ type)

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (body authorized for making the rental agreement)

 represented by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

 (authorized person)

 acting on the basis of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 further referred to as the "Lessor", on the one side, and

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (resident of the special economic zone - name

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (and organization/legal form)

 represented by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

 acting on the basis of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 hereinafter referred to as the "Lessee", on the other side, and

 further referred to as the ‘Parties’, have made this Agreement

(further - the Agreement) about the following:

1. Subject of the Agreement

 1.1. The Lessor provides, and the Lessee accepts for rent the land plot

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (lands category)

Area \_\_\_\_\_\_\_\_\_\_\_\_ sq. m, cadastral N \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

located on the territory of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (indicate the type of the Special Economic Zone)

of the special economic zone at the address (address reference data)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (subject of the Russian Federation, a city, settlement, etc., street, house,

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 building, etc.)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (further - the Site),

 (other reference address data)

for use on the basis of the Agreement on execution of \_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ activities

 (indicate the type of activity)

(further - the Agreement) of "\_\_" \_\_\_\_\_\_\_ 20\_ N \_\_\_\_\_\_\_\_\_, for the period

specified by item 2 of this Agreement, but for at least 1 year, and not exceeding

the validity terms of this Agreement.

1.2. Site boundaries are specified in the cadastral passport being the Annex to this Agreement and an integral part thereof.

 1.3. On the site \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (indicate real estate objects and their

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 parameters, if located at the leased Site,

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 or make a record of the absence of such)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

A detailed list of real estate objects with their technical parameters is attached to the Agreement (if these are available on the Site).

2. Amount and conditions of rent rate payment

 2.1. Rent rate amount for the Site is

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (indicate the amount in figures)

(\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (indicate the amount in words)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) rubles per

quarter, excluding VAT, according to the calculation of rent rate,

which is an integral part of this Agreement.

 2.2. Rent rate is specified in rubles of the Russian

Federation, and shall be paid by the Lessee

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (terms and conditions of rent payment)

by transfer to the bank account \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (bank account details)

by advance payment for the next quarter not later than the 20th day of the last

month of the previous quarter.

2.3. Rent rate shall be accounted for from the state registration date of this Agreement.

Transfer of the first rent payment shall be carried out by the Lessee within 5 (five) working days from the date of state registration of this Agreement.

 2.4. Rent amount can be changed on the basis of

forecasted inflation level specified by the Federal

Budget Law for the relevant fiscal year, and in other

cases specified by legislation of the Russian Federation.

3. Rights and liabilities of the Parties

3.1. The Lessor shall be entitled to:

3.1.1. Demand the early termination of the Agreement in the case of:

a) non-intended use of the land plot;

b) failure to execute rental payments during more that 2 (two) consecutive quarters;

c) in other cases specified by Russian Federation Law.

3.1.2. Access to the Site territory for the purpose of its inspection in order to check the observance of the Agreement conditions, by preliminary consent of the Lessee.

3.1.3. On the indemnification of damage and loss caused by deterioration of the Site quality and ecological conditions as a result of the Lessee’s economic activities, and also on other grounds specified by the Law of the Russian Federation.

3.2. The Lessor undertakes to:

3.2.1. Execute in full scope all conditions of the Agreement.

3.2.2. Transfer to the Lessee the Site under the delivery and acceptance certificate within 10 (ten) working days from the date of state registration of this Agreement in accordance with the established procedure.

3.2.3. In writing, within the ten-day period, notify the Lessee about any change of the rent transfer bank account number as specified in item2.2 of the Agreement.

3.2.4. In due time, to notify the Lessee about any changes in rent amounts taking into account the forcast inflation rate specified by the Federal Budget Law for the relevant fiscal year, and in other cases according to the legislation of the Russian Federation.

3.3. The Lessee shall be entitled to:

3.3.1. Use the Site on conditions specified by the Agreement.

3.3.2. Once the Agreement became invalid.

3.3.3. Redemption of the Site within the special economic zone territory under the real estate object created by the Lessee and belonging to it on the basis of the property right - in accordance with the existing Law.

3.4. The Lessee undertakes to:

3.4.1. Execute in full scope all conditions of the Agreement.

3.4.2. Use the Site in accordance with allowed usage.

3.4.3. Pay the rent in the amount and on the conditions specified by items 2.1 and 2.2 of the Agreement.

3.4.4. Provide to the Lessor (to its authorized representatives), representatives of state control (supervision) authorities access to the Site upon their request, on condition of the Lessee’s notification thereof.

3.4.5. After signing the Agreement or making amendments and additions thereto, within one month to register the Agreement in accordance with the established procedure and the existing Law.

3.4.6. In writing, within the 3 (three) month period, notify the Lessee about the intention of the early termination of the Agreement, and also about the intention not to extend the Agreement due to expiration of its validity terms.

3.4.7. Observe during Site use, the requirements of town-planning regulations, construction, ecological, sanitary/hygienic, fire-protection and other norms and rules; avoid pollution, littering, and deterioration of ecological conditions on the rented land plot and adjoining territories, and also to provide site landscaping and observe other requirements specified by the existing Law.

3.4.8. In writing, within the ten-day period, notify the Lessor of any changes of the Lessee’s details.

3.4.9. In case of termination of this Agreement, return the Site to the Lessor in proper condition on the basis of the delivery/acceptance certificate within 5 (five) working days from the date of this Agreement termination.

3.5. The Lessor and the Lessee shall have other rights and shall bear other responsibilities specified by the Russian Federation Law.

4. Responsibilities of the Parties

4.1. For infringement of the Agreement conditions, the Parties shall bear responsibility as specified by the Russian Federation Law.

4.2. For violating the order and terms of rent payments according to this Agreement, the Lessee shall pay to the Lessor a penalty in the amount of 0.1% of the quarterly rent for each day of payment delay.

4.3. In the case of non-fulfillment or undue fulfillment of the Lessor’s duties for transfer of the Site to the Lessee, the Lessor shall bear responsibility in accordance with the Russian Federation Law.

4.4. Responsibility of the Parties for violation of their obligations under this Agreement resulting from force-majeure circumstances shall be regulated by the Russian Federation Law.

4.5. On non-fulfillment or undue fulfillment by the Lessee of item3.4.9 of the Agreement, the Lessee shall reimburse all loss and damage incurred by the Lessor, and shall also pay a penalty in the amount of 0.1% of the annual rent payment for each day of payment delay.

5. Alteration and termination of the Agreement

5.1. All amendments and/or additions to the Agreement shall be made by the Parties in writing, and are subject to state registration according to the existing Law.

5.2. The Agreement can be terminated on request of the Lessor under court decision on the basis and in the order specified by Russian Federation Law, and also in cases of non-fulfillment or undue fulfillment of the Agreement conditions.

5.3. The Agreement shall be termed inactive in the case of its termination.

If the resident loses its status as resident of the special economic zone, it shall be entitled to use real and personal property belonging to it by property right located on the territory of the special economic zone at its own discretion in accordance with Russian Federation Civil Law in the case of observance of conditions specified by article 37 of the Federal law dated 22 July, 2005 N 116-FZ "On special economic zones in the Russian Federation".

5.4. Upon termination of the Rental Agreement, the Lessee shall return the Site to the Lessor in the state in which it was received.

5.5. The Agreement can be terminated on other reasons specified by Russian Federation Law.

6. Consideration and regulation of disputes

6.1. All disputes between the Parties arising under this Agreement shall be resolved in the order specified by Russian Federation Law.

7. Special conditions of the Agreement

7.1. The Lessee of the Site shall not be entitled to transfer its rights and duties under the land plot Rental Agreement to a third party, nor to hand over the land plot in sub-rent, pledge, use it as a contribution to the authorized capital of a business partnership or company, or as a share contribution in a production co-operative, or to provide it in fixed-term use without consideration.

7.2. Expenses for state registration of the Agreement, and also for amendments and additions thereto, shall be assigned to the Lessee.

7.3. The Agreement is made in 3 (three) copies of identical juridical force, of which the Parties shall retain one copy each, and one copy is transferred to the state registration authority in the Site location area within the relevant registration district.

7.4. Land plot transfer shall be documented by the delivery/acceptance certificate (with indication of its actual condition), which shall be issued and signed by the parties in two copies (one for each party). The delivery/acceptance certificate shall be appended to the Agreement and form an integral part thereof.

8. Term of the Agreement.

8.1. This Agreement has been concluded until \_\_\_\_\_\_ and comes into force from the date of its state registration in accordance with the established procedure and Russian Federation Law.

Annexes to the Agreement

1. Annex N 1 - Cadastral passport of the land plot issued in accordance with the established procedure;

2. Annex N 2 - Calculation of the rent rate for the land plot.

9. Addresses and requisites of the Parties:

|  |  |  |
| --- | --- | --- |
|  THE LESSOR  |  |  THE LESSEE  |
|  |  |  |
|  Location  |  |  Location  |
|  |  |  |
|  OGRN  |  |  OGRN  |
|  INN/KPP  |  |  INN/KPP  |
|  BIC  |  |  BIC  |
|  Bank account  |  |  Bank account  |
|  Bank name  |  |  Bank name  |
|  Corr.account  |  |  Corr.account  |

10. Signatures of the Parties

The Lessor \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (signature)

 (FULL NAME)

"\_\_" \_\_\_\_\_\_\_ 20\_

The Lessee \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (FULL NAME)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (signature)

"\_\_" \_\_\_\_\_\_\_ 20\_

Annex 2

to the Order of

the Ministry of Economic Development of the Russian Federation

of 12 April 2006 N 95

(as per rev. of the order of the Ministry of Economic Development of the Russian Federation of 21.02.2011 N 58

**Provisional Form**

**of the Agreement for leasing real estate located**

**in the area of the Special Economic Zone**

**which is in state or municipal ownership**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ "\_\_" \_\_\_\_\_\_\_ 20\_

(place of the agreement)

 On the basis of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (references of the SEZ establishment agreement, indicating

 the SEZ type)

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (body authorized for making the rental agreement)

 represented by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

 (authorized person)

 acting on the basis of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 further referred to as the "Lessor", on the one side, and

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (resident of the special economic zone - name

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (and organization/legal form)

 represented by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

 acting on the basis of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 hereinafter referred to as the "Lessee", on the other side, and

 further referred to as the ‘Parties’, have made this Agreement

(further - the Agreement) about the following:

1. General conditions

 1.1. The Lessor shall provide for temporary ownership

and use, and the Lessee shall accept the real estate object

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(premises, building, structure, facility being the

property of the Russian Federation, of the subject of the Russian Federation,

or of the municipal entity Treasury)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

located by the address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

for use \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (indicate the object use pattern)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 in accordance with the Agreement on the exercising of industrial/production

 or technical/innovative activity on the territory

 of the special economic zone

total area \_\_\_\_\_\_ sq. m (further - "the Property") for the period

specified by item 2 of this Agreement, but for at least 1 year,

and not exceeding the term of the Agreement for establishment of the special economic

zone.

Description and technical characteristics of the "Property" should be confirmed by the technical passport issued by the organization (body) for state technical registration and/or technical inventory of capital construction objects, and should be appended to the Agreement as forming an integral part thereof.

 Land plot area under the rented "Property" \_\_\_\_\_\_\_

sq. m (ha)

 Land plot cadastral number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

2. Term of the Agreement

2.1. This Agreement is concluded for the period until \_\_\_\_\_\_\_.

2.2. This Agreement comes into force from the date of its state registration in the Unified State Register of Real Estate Property and transactions therewith.

3. Responsibilities of the Parties

3.1. The Lessor undertakes to:

3.1.1. Transfer to the Lessee specified in item [1.1](#Par277) of the Agreement "Property" under the delivery and acceptance certificate within 10 (ten) working days from the date of state registration of the Agreement.

3.1.2. Provide creation of necessary conditions for effective use of the rented "Property" and maintaining it in good condition.

3.1.3. In case of damage or loss to the "Property" due to circumstances beyond the Lessee’s responsibilities, provide necessary assistance to the Lessee in remediation of the consequences thereof.

3.2. The Lessee undertakes to:

3.2.1. Use the rented "Property" exclusively for the purpose specified in point 1.1 of the Agreement.

3.2.2. Keep the rented "Property" in serviceable condition (technical, sanitary, fire-prevention, etc.), execise at its own cost routine repairs, and bear expenses on the Property’s maintenance.

3.2.3. Not to carry out any re-planning or re-equipment of the rented "Property" without the written consent of the Lessor.

3.2.4. Not later than three months in advance, inform the Lessor in writing about forthcoming vacating of the rented "Property" both in connection with the Agreement termination period, and at pre-scheduled vacating, and hand over the "Property" to the Lessor under the certificate in serviceable condition taking into account normal depreciation.

3.2.5. On a quarterly basis, submit to the Lessor copies of bank transfer orders confirming the transfer of rent payments in accordance with conditions of this Agreement.

3.2.6. Not to hand over the rented "Property", as a whole or as a part thereof, in sub-rent, or transfer its rights and responsibilities under this Agreement to other persons, give the "Property" in gratis use, or give it in pledge or use it as a contribution to the authorized capital of a business partnership or company, or as a share contribution in a production co-operative.

3.2.7. Make the “Property” Insurance Agreement in favor of the Lessor in accordance with Russian Federation Law.

3.2.8. At expiration of the Agreement term, and also at its early termination, transfer to the Lessor all inseparable improvements made in the rented "Property" and inseparably belonging to the "Property" without harm to its structures.

3.2.9. Three months in advance of the rental term expiration, inform the Lessor of any intention to extend the term.

3.3. Payment of municipal and operating costs shall be carried out by individual agreements to be made by the Lessee.

4. Payments and settlements under the Agreement

 4.1. The rent rate amount is\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (indicate the amount

 in figures)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (indicate the amount in words)

\_\_\_\_\_\_\_\_\_\_\_\_\_ per month, excluding VAT, according to the rent rate

calculation, which forms an integral part of this

Agreement.

 4.2. The rent rate is specified in rubles of the Russian

Federation, and shall be paid by the Lessee to\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (bank account details)

by advance payment for the next month not later than the 20th day of the current

month.

 4.3. The rent rate shall be accounted for from the state

registration date of this Agreement.

 Transfer of the first rent payment shall be carried out by the

Lessee within 5 (five) working days from the date of the state

registration date of this Agreement.

 4.4. The rent amount can be changed on the basis of the

forecasted inflation level specified by the Federal

Budget Law for the relevant fiscal year, and in other

cases specified by legislation of the Russian Federation.

4.5. Rent under the Rental Agreement for premises shall include the rent for the land plot pro rata to the rented area, if the Lessee has not concluded the land plot agreement.

5. Liabilities of the Parties

5.1. Liability of the Lessor:

5.1.1. For non-provision of the "Property" to the Lessee in due time by default of the Lessor, the Lessor shall bear responsibility in accordance with Russian Federation Law.

5.2. Liability of the Lessee:

5.2.1. In the case of non-observance by the Lessee of the order and term of rent payments under this Agreement, the Lessee shall pay to the Lessor a penalty in the amount of 0.1% of the quarterly rent for each day of payment delay.

5.2.2. For non-fulfillment of other obligations provided by this Agreement (points 3.2.1, 3.2.2, 3.2.3, 4.2, 4.3), the Lessee shall pay a penalty in the amount of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

5.2.3. If at occurrence of an insured event under the insurance agreement made in accordance with item 3.2.7 of the Agreement, the paid insurance compensation does not cover the actual damage caused to the property, the Lessee shall, within ten days from the date of receiving the insurance compensation, compensate the difference between the actual damage and the received insurance compensation.

5.2.4. Upon non-fufillment of obligations specified in item 3.2.4 of the Agreement, the Lessee shall compensate the Lessor such damage and loss, and pay a penalty in the amount of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ within \_\_\_\_\_\_\_\_\_\_.

5.3. Payment of the penalty (penalty fee) established by the Agreement does not exempt the Parties from fulfillment of obligations assigned to them or rectification of violations.

5.4. Upon non-fulfillment of item 3.2.6 of the Agreement, the Lessee shall be obliged to pay to the relevant budget a penalty in the amount of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, at which the Lessor shall be entitled for early termination of this Agreement.

5.5. Within five days from the date of termination of rent relationships regulated by this Agreement, the Lessee shall return to the Lessor rented premises under the reception/transfer certificate in a condition which should be not worse than the condition in which such premises were received, taking into account normal depreciation.

6. Amendment, termination, cancellation of the Agreement

6.1. Amendment of the Agreement conditions, its cancellation and termination are allowed by the agreement of the Parties.

Additions and amendments shall be considered by the Parties within a monthly period and documented by the addendum thereof.

6.2. The Rental Agreement is subject to pre-scheduled termination through judicial proceedings:

6.2.1. Upon using the "Property" as a whole or as parts thereof with essential infringement of the Agreement conditions.

6.2.2. If the Lessee deliberately or negligently causes deterioration to the condition of the rented "Property".

6.2.3. In the case of the Lessee’s failure to execute rental payments more than 2 (two) times successively.

 6.3. The Agreement shall be termed canceled in the case of termination

of the agreement for exercising (executing) activities \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

 (indicate the type

 of activity)

6.4. The Agreement can be terminated on other reasons specified by Russian Federation Law.

6.4. In cases of force majeure circumstances, the effect of this Agreement shall be terminated, upon which the expenses suffered by the Parties in connection with the execution of the Agreement shall be distributed fairly between the Parties.

6.6. All amendments and/or additions to the Agreement are subject to state registration according to the existing Law.

7. Special conditions

7.1. Capital repair of the "Property" shall be carried out by the Lessee by agreement with the Lessor. The Lessee’s expenses for capital repairs shall be termed as a basis for offset of the specified expenses in payment of rent under this Agreement.

In case of carrying out by the Lessee of capital repairs according to this item of the Agreement, the addendum thereto should be made specifying the terms, scope and schedule of repair works.

7.2. Reorganisation of the Lessor, and also the change of the rented "Property" owner shall not be the basis for altering the conditions or termination of the Agreement.

7.3. Once the Agreement became invalid.

7.4. Inseparable improvements to the "Property" shall be made by the Lessee only on the basis of the Lessor’s written consent. The cost of improvements carried out upon expiration of the rent term shall not be compensated.

7.5. If the "Property" transferred in rent becomes invalid by default of the Lessee prior to the complete amortization life period, the Lessee shall compensate the amount of still unpaid rent, as well as other losses in accordance with Russian Federation Law from the date of early "Property" invalidity before the termination of this Agreement’s validity term.

7.6. Protection of property rights of the Parties shall be executed in accordance with Russian Federation Law.

8. Consideration and regulation of disputes

8.1. All disputes between the Parties arising under this Agreement shall be resolved in the order specified by Russian Federation Law.

9. Other provisions

9.1. Relations between the Parties which have not been settled by this Agreement, shall be regulated by the existing Law of the Russian Federation.

9.2. Expenses connected with state registration of this Agreement, and amendments and additions thereto, shall be borne by the Lessee.

9.3. The Agreement is made in three copies, one for each of the Parties, and one copy for the state registration authority by the real estate location within the relevant registration district.

9.4. Upon any change of the name, location, bank details or reorganization of one of the Parties, it shall within two weeks from the occurrence of the changes inform the other Party in writing about such changes, but for cases when the change of name and reorganization have been carried out in accordance with decrees of the President of the Russian Federation and orders of the Russian Federation Government.

10. Annexes to the Agreement

10.1. Hereto the following are appended

10.1.1. Annex N 1 - Cadastral passport of the land plot issued in accordance with the established procedure;

10.1.2. Annex N 2 - List of rented "Property";

10.1.3. Annex N 3 - Copies (extract) of the technical passport issued by the organization (body) for state technical registration and/or technical inventory of capital construction objects, for each point of the List of rented "Property".

10.1.4. Annex N 4 - Calculation of the rent rate.

11. Addresses and requisites of the Parties:

|  |  |  |
| --- | --- | --- |
|  THE LESSOR  |  |  THE LESSEE  |
|  |  |  |
|  Juridical address  |  |  Juridical address  |
|  Actual address  |  |  Actual address  |
|  OGRN  |  |  OGRN  |
|  INN/KPP  |  |  INN/KPP  |
|  BIC  |  |  BIC  |
|  Bank account  |  |  Bank account  |
|  Bank name  |  |  Bank name  |
|  Corr.account  |  |  Corr.account  |

11. Signatures of the Parties

 The Lessor:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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 The Lessee:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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