

The fulfillment of the public contract is financed by means of the Ministry of Agriculture of the Czech Republic
in the framework of the project entitled "Sustainable food production in the climatic conditions of sub-Saharan Africa", Reg. No 61/2018

LEASE AGREEMENT

which, within the meaning of the relevant provisions of Act No. 89/2012 Coll., the Civil Code (hereinafter referred to as the "Act") concluded the following day, month and year on the basis of mutual consensus and under the following conditions, these Contracting Parties

Tenant: Mendel University in Brno
part: Faculty of Forestry and Wood Technology
with its registered office: Zemědělská 3, 613 00 Brno
represented by: prof. Dr. Ing. Libor Jankovský, Dean of the Faculty of Forestry and Wood Technology
to the negotiation procedure: prof. Dr. Ing. Libor Jankovský, Dean of the Faculty of Forestry and Wood Technology

contact person in techn. matters: XXXXX

Company ID: 62156489

Tax ID: CZ62156489

Banking: XXXXX

account number: XXXXX

on the one hand and further in the text only as the "Lessee"

and

Lessor: FSC INVESTMENTS

based: Plot 477/401A St Bon Avenue, Makeni Lusaka Zambia

address for delivery (if different from the above):

acting: Christiaan Engelbrecht

Company ID: 109941

Tax ID: 1000010994100

bank connection: XXXXX

account number: XXXXX

on the other hand, and hereinafter only as the "landlord"

In the event of any change in any of the foregoing, the Party to which the change occurred has the

obligation to inform the other Party thereof in a probative manner (by means of a registered letter or e-mail message signed by a guaranteed electronic signature, in accordance with Act No. 297/2016 Coll., on trust-building services for electronic transactions), without undue delay. In the event that damage is caused due to non-compliance or breach of this obligation, the party causing the damage undertakes to replace it in full.

The contract is written in two equivalent language versions in English and Czech.

I. Article

Subject of Impact

1.1 The subject of the lease and the purpose of this lease agreement is to rent a cultivator, disks, siding, sprayers, fertilizer spreaders and seed drills (hereinafter referred to as "the case"), as specified in Annex 1 to this contract - technical specifications.

1.2 The Lessor declares that he is the sole owner of the item, ie the cars specified in 1.1.

1.3 The Lessor declares that he has the full right to lease the matter to the lessee by this agreement.

1.4 The Lessee declares that he has inspected the thing before the conclusion of this Agreement and has become acquainted with the state of the matter, and in this state the thing is taken over by the tenant.

1.5 The Lessor declares that the item is defective.

1.6 The Lessor undertakes to let the Lessee leave the property, including all parts and accessories for temporary use, and the Lessee undertakes to pay the rent to the Lessor.

II. Article

Rent

2.1 The Lessee undertakes to pay for rent one-time rent in the amount of 20.599,- USD (to be completed by the Contractor)

2.2 The Contracting Parties agree that all costs related to the operation of the item, in particular fuel, water to the washer, etc., are not part of the rent.

III. Article

Payment Terms

3.1 The rental of a property under this Agreement is payable by transfer from the account. The contract is concluded by publishing in the register of contracts in accordance with Act No. 340/2015 Coll., On the Register of Contracts, as amended by subsequent laws.

3.2 If the lessor is not domiciled in the Czech Republic, VAT is not payable and the obligation to pay VAT is due to the lessee. The price referred to in Article 2 of this Agreement is stated without VAT, it

is the maximum admissible and can not be exceeded under any conditions. The amount of the lease is final and includes all the costs associated with the agreed and stated scope of performance.

3.3 The tax document shall contain the particulars of a tax and accounting document in accordance with the legal regulations in force at the place of the lessor's place of business.

IV. Article

Duration of the contract

4.1 The lease of the thing is negotiated for a fixed term from 1 December 2018 to 31 December 2018.

4.2 Tenancy begins on December 1, 2018.

4.3 At the same time, the Lessor agrees that, in view of the nature of the lease, the person named as the principal will notify the Operator at the title of the contract, ie XXXXX, to take over the item in sufficient time (at least 3 working days) and will demonstrably inform her that he intends to give the subject of the lease, otherwise the tenant is not obliged to take over the thing.

4.4 The place of performance and the person authorized to take over the item and sign the delivery protocol will be determined by the lessee in the email sent.

V. Article

Transferring the matter back to the lessor

5.1 The Lessee is obliged to hand over the thing to the Lessor at the latest on the last day of the lease under this Agreement.

5.2 The lease shall be drawn up and signed by the landlord or by a transfer document or other document confirming the handover to the lessor.

VI. Article

Rental notice

6.1 The Lessee has the right to terminate this Agreement for any reason.

6.2 The lease of a thing ends with the expiration of the notice period or the termination of the contract.

VII. Article

Final Provisions

7.1 Questions explicitly not governed by this Agreement shall be governed by the relevant provisions of Act No. 89/2012 Coll., The Civil Code.

7.2 The ineligibility and / or invalidity and / or the ineffectiveness of any provision of this Agreement shall not affect the enforceability and / or invalidity and / or the ineffectiveness of other arrangements. In the event that any provision of this Agreement ceases to be valid and / or effective, the Contracting Parties undertake to enter into negotiations as soon as possible to agree on an acceptable way of implementing the Conclusions contained in such an Arrangement of validity and / or effectiveness; and or enforceability has disappeared.

7.3 This contract is made in 3 copies with the original of the original, the lessor receives one and the tenant two copies.

7.4 This contract is concluded by publishing in the register of contracts.

Attachments: Appendix 1 - Technical specification of required performance

In Brno on 1. 12. 2018

In Lusaka on 30. 11. 2018

For Tenant

For Lessor

.....
prof. Dr. Ing. Libor Jankovský
dean LDF

.....
Christiaan Engelbrecht

.....
doc. Dr. Ing. Jindřich Pavliš
Project Coordinator

Attach.no. 1 - technical specif.		
Item	expected value (USD without VAT)	supplier's offer (USD, without VAT)
cultivator, disc harrow	4030,00	4119,80
trailer (area 15 m2)	2580,00	2883,86
sprayer of herbicides, etc. (content 1000 l, shoulder length 10m)	3740,00	3501,83
fertilizer spreader (content min. 0,7m3)	2810,00	2677,87
seeder (work.catch min.3m, seed bin min.600 l)	7450,00	7415,64
SUM	20610,00	20599,00

Note: The supplier guarantees the availability of a call-back service within 24 hours and ensures the repair or delivery of the new machine at the price of the public contra