

Property Lease Agreement

BETWEEN

TIBURTINA BUS SRL, also abbreviated as TIBUS SRL, with registered office in Rome, Largo Guido Mazzoni snc (Tax Code and VAT Number *), represented by the Chairman of the Board of Directors, Dr. * hereinafter referred to, for brevity, as the "lessor"

AND

Company X, represented by its legal representative, Dr. * born in * on * with office at * at the address * hereinafter referred to, for brevity, as the "tenant"

CONSIDERING

- that Tiburtina Bus Srl is the concessionaire of the Municipality of Rome for the right to use the public property located in Rome, Largo Guido Mazzoni (FS Tiburtina area), for the establishment and management of a bus station for interregional, national, and international services, as well as the holder of the surface rights on the same area, as provided by the public deed of the notary GISOLFI dated July 28, 2011, Rep. 60820, Racc. 16897;
- that Tiburtina Bus intends to lease, for commercial use, the premises located in the bus station and subject to this private agreement, to Company X, which operates in the field of *

Now, therefore, the parties agree and stipulate as follows:

1. Subject

Tiburtina Bus Srl leases to Company X, which accepts, the real estate unit of approximately * square meters located within the bus station (box located _____).

2. Duration

The lease will have a duration of 6 (six) years, starting from the day * and expiring on the day *. The contract will be deemed automatically renewed for an additional period of six years unless one of the parties provides notice of termination via registered letter with return receipt, sent at least 3 months prior to the expiration of the lease. Furthermore, the tenant may terminate the contract with a 12-month notice,

to be delivered via registered letter with return receipt. Upon expiration, as determined above, the tenant will return the property to the lessor in full availability, free from any encumbrances and cleared of persons, equipment, and other movable property. The lessor is expressly authorized by the tenant to take possession of the leased property at the expiration of this contract without any further formalities.

3. Tenant's Declarations

The tenant declares that they are fully aware of the concession for the use of the area on which the property stands, which is held by Tiburtina Bus Srl. The tenant also declares that they have examined the rented portion of the premises and found it suitable for their use, in good condition, and free from defects that could affect the health of those conducting activities there. The tenant agrees to return the premises at the expiration of the contract in the same condition. Any additions that cannot be removed at any time without altering or damaging the premises, as well as any other innovations, may not be made by the tenant without the prior written consent of the owner or the appointed manager. The tenant acknowledges that the lease agreement is conditioned upon the management activities of the bus station being carried out by the lessor. Should such activities cease for any reason, including the adoption of acts and measures by public authorities, the contract will be deemed automatically terminated, without prejudice to any effects already exhausted, and the lessor will be exempt from any liability for damages that may occur to the tenant as a result of the termination of the relationship. To this end, the tenant hereby waives any right to claim and/or take legal action against the lessor.

4. Consideration

The consideration for the lease is set at a total of € * (hereinafter referred to as *), plus applicable VAT, to be paid in twelve monthly advance installments of € * (hereinafter referred to as *), plus applicable VAT, by the 5th day of each month, to be deposited into the bank account IBAN: * in the name of Tiburtina Bus Srl. The parties agree that the rental fee will be updated annually, starting from the first year of the lease, even without a request from the lessor; however, any increases in the rental fee shall not exceed 100% of those determined by ISTAT (the consumer price index for families of workers and employees) and will be calculated based on the total rental fee (net of VAT) from the previous year.

5. Payment of the Lease Fee

The tenant shall not delay the payment of the rent and ancillary charges (services) beyond the deadlines established by applicable regulations and shall not be able to assert any action or exception unless payment of the overdue installments has been made. For any late payments beyond the thirtieth day, a penalty equal to the legal interest on the delay will be applied.

6. Use of the Property

The lease is for the use of *. The tenant is prohibited from changing this use or transferring all or part of the premises, even free of charge, without the written consent of the lessor. The lessor's silence regarding any change in the agreed use shall have no effect and shall be considered merely as tolerance without any benefit to the tenant. In the event of termination of the lease, the lessor shall not be required to pay compensation for the loss of goodwill, as the activity is conducted within the station, and therefore the lessor is exempt under Article 35 of Law 392/1978.

7. Assignment of the Contract

The lessor reserves the right to assign this contract to a different natural or legal person, even without the consent of the tenant.

8. Expenses and Charges to be Borne by the Tenant

The tenant shall bear all ordinary administrative expenses of the property, as well as all expenses necessary to equip the leased premises with the structures and equipment required to carry out their activities. The tenant declares that they are aware of and expressly agrees to use only the utilities that TIBUS Srl or its appointed representative provides centrally to the entire bus station. The lessor also commits to providing monthly receipts for the expenses incurred by the tenant, who shall settle these within fifteen (15) days of receipt. The tenant agrees to accept all services that TIBUS Srl or its appointed representative will initiate for the proper management of the station (such as signage provision, general cleaning services, security services, etc.), if applicable, and to adopt all necessary safety measures commensurate with the nature of their activities, thereby exempting TIBUS from any liability.

9. Improvements

The tenant agrees not to request Tibus to carry out any improvement operations and may personally execute, at their own care and expense, all improvement works they deem necessary for the better management of the premises. For works that cannot be removed or that modify, even slightly, the real estate property or its systems, written authorization is required.

10. Exemption from Damages

The tenant expressly exempts the lessor from any liability for direct or indirect damages that may arise from the acts or omissions of others and/or third parties.

11. Visit to the Premises

The tenant agrees to allow visits to the premises by those interested in renting them, every day from 9:00 AM to 11:00 AM, starting from the first day of the last quarter of the lease, under penalty of compensation for damages. This is without prejudice to the right of the lessor or their representative to visit the premises at any time for the purpose of assessing their use.

12. Obligation to Comply with the Bus Station Regulations and Related Conditions of Accessibility and Compliance

The tenant agrees to observe and ensure that employees and/or collaborators and/or suppliers comply with the Internal Regulations of the Bus Station (attached), which they declare to know and accept, and to also respect the rules of proper civil conduct. Any action, behavior, or activity by the tenant that may cause harm and/or compromise equal access to the Bus Station, as well as accessibility and compliance in its management, is prohibited, even if related to legal relationships between the tenant and third parties (by way of example and not limited to: carriers, users, etc.). The occurrence of such situations constitutes a serious breach of this contract attributable to the tenant; in this case, the lessor will issue a formal notice to the tenant pursuant to Article 1454 of the Civil Code, and if the tenant does not remedy the breach within the assigned timeframe, this contract will be considered automatically terminated, without prejudice to the lessor's right to seek further damages.

13. Security Deposit as Damage Guarantee

The tenant deposits a bank check in the amount equal to three months' rent, totaling € * (hereinafter referred to as *). The amount deposited by the tenant as a damage guarantee and held as a security deposit in accordance with applicable laws will be returned after the proper handover of the premises and may never be applied to cover rent payments. At the request of either party, the deposit may be increased or decreased proportionally to any changes in the rental amount and must be replenished in the event of its use.

14. Registration Fees

The tenant is responsible for 50% of the registration fees, the stamp duty for the contract, and the annual registration tax. For matters not covered by this contract, reference is made to the law, as well as to the local customs and practices regarding leasing.

15. Jurisdictional Venue

For any disputes that may arise in the execution of this contract, the competent jurisdiction shall be that of the lessor's domicile, which is hereby designated as Rome for all purposes.

16. Annexes

The Bus Station Regulations are annexed.

Rome, Date of Signature

The lessor
Tiburtina bus srl

The Tenant
Company X

Agreement to Unfair Clauses

In accordance with Articles 1341 and 1342 of the Civil Code, the parties, by mutual agreement and after having read the provisions contained in this contract, with particular regard to the following points: 3-4-6-7-8-9-10-11-12-13-14-15, declare their approval of these provisions, rejecting any reciprocal exceptions from this moment onward.

The lessor
Tiburtina bus srl

The Tenant
Società X