

# **NATIONAL BANK OF THE REPUBLIC OF BELARUS**

## **RESOLUTION OF THE BOARD**

No. 526 of August 18, 2014

the city of Minsk

On Approving the Rules of  
Conducting Leasing Activities  
(As amended by Resolutions  
of the Board of the National Bank  
No. 432 dated 09.08.2016;  
No.417 dated 19.09.2018)

On the basis of part one of Article 39 of the Banking Code of the Republic of Belarus, the fourth paragraph of part one of sub-clause 1.13 of clause 1 of Decree of the President of the Republic of Belarus No.99 of February 25, 2014 “On the Regulation of Leasing Activities”, the Board of the National Bank of the Republic of Belarus RESOLVES to:

1. Approve the attached Rules of Conducting Leasing Activities.
2. Determine that the contracts of financial lease, sublease and sale and purchase (delivery) of the property acquired for subsequent transfer as asset of financial lease contract are not subject to adjustment in accordance with the Rules of Conducting Leasing Activities approved by this resolution, and shall be valid until the parties fulfill their contractual obligations.
3. This Resolution enters into force on September 1, 2014.

**Chairman of the Board**

**N.A.Yermakova**

**APPROVED BY**

**Resolution of the  
Board of the National  
Bank of the Republic  
of Belarus No.526  
dated 18.08.2014  
(as amended by  
Resolution of the  
Board of the National  
Bank of the Republic  
of Belarus No.417  
dated 19.09.2018)**

## **RULES of Conducting Leasing Activities**

### **CHAPTER 1 GENERAL**

1. These Rules determine the procedure and conditions of conducting leasing activities in the Republic of Belarus.

2. For the purposes of these Rules, the following terms are used in the following meanings:

Lessor's remuneration (income) is a difference, pursuant to the terms of a lease contract and based on the amount of lease payments paid by the Lessee, between a total amount of lease payments as stipulated by a lease contract and a redemption value of a leased asset (if the redemption of a leased asset is stipulated by a lease contract) and a total amount of Lessor's investment expenditures to be reimbursed by the Lessee as part of lease payments and a redemption value of a leased asset;

Redemption value of a leased asset is an amount to be paid for the acquisition of a leased asset under a lease contract aside from lease payments (if a lease contract provides for the redemption of a leased asset), which is determined as a difference between the value of a leased asset under a lease contract and a partial sum of lease payments in reimbursement of the Lessor's investment expenditures in whole or in part, with due account for which the leased asset value is determined, unless otherwise provided for by the legislation or a lease contract;

Lessor's investment expenditures mean expenditures taken into account for the calculation of the leased asset value and associated with the acquisition of property intended for subsequent transfer as a leased asset, bringing it up to a condition suitable for use by the Lessee in accordance with the lease contract, and transfer of the leased asset to the Lessee, as well as the Lessor's expenditures to be reimbursed by the Lessee in whole or in part under the lease contract that have not been taken into account when calculating the leased asset value and related to the lease contract execution and performance;

Lessor means an entity empowered to conduct leasing activity subject to Sub-clause 1.1 of Clause 1 of Decree of the President of the Republic of Belarus No.99 dated February 25, 2014 "On the Regulation of Leasing Activities" (National Legal Internet Portal of the Republic of Belarus, 27.02.2014, 1/14857), which undertakes under a lease contract to acquire the title to any property for the purpose of its subsequent submission as a leased asset and to transfer the leased asset to the Lessee for temporary possession and use;

Lessee is a legal entity or an individual, which is provided with the leased asset under a lease contract for temporary possession and use;

Liquidity of the leased asset means the possibility of alienation of the leased asset returned to the Lessor within the time limits and according to the value, ensuring the reimbursement of the Lessor's investment expenditures, that have not been reimbursed by the Lessee as part of lease payments;

Seller (supplier) of the leased asset is a party to a purchase (supply) contract with the Lessor providing for the acquisition of title by the Lessor to any property intended for subsequent transfer to the Lessee as a leased asset;

Leased asset value is a contractual value of the leased asset transferred to the Lessee for temporary possession and use, determined by agreement between the Lessor and the Lessee, used to calculate a size of lease payments and the redemption value of the leased asset (if the lease contract provides for the redemption of the leased asset);

Lease contract price is a total amount of lease payments provided for by the lease contract and the redemption value of the leased asset (if the lease contract provides for the redemption of the leased asset).

Terms “leasing activities”, “leasing organization” and “sublease contract” have the meanings as defined in Sub-clause 1.3 of Clause 1 of Decree of the President of the Republic of Belarus No.99 of February 25, 2014.

The term “documents in electronic format” shall be used in the meaning set forth in the “Instruction on the Procedure and Events of Use of Soft Hardware and Technologies in the Exercise of Bank Operations and Other Activity by the National Bank of the Republic of Belarus, Banks, Non-Bank Financial Institutions, Development Bank of the Republic of Belarus Joint Stock Company” as approved by Resolution of the Board of the National Bank of the Republic of Belarus No. 241 of May 6, 2016 “On Some Measures for the Implementation of Decree of the President of the Republic of Belarus No.478 of December 1, 2015” (National Legal Internet Portal of the Republic of Belarus, 15.07.2016, 8/31090).

## **CHARTER 2**

### **TERMS OF CONDUCTING LEASING ACTIVITIES**

3. The term of temporary possession and use of the leased asset under the lease contract (hereinafter referred to as “the leasing period”) shall be calculated from the date of transfer of the leased asset to the Lessee until the date of acquisition of title by the Lessee to the leased asset or until the date of return of the leased asset to the Lessor. If the leased asset is an aggregate of assets, the procedure for calculating the leasing period shall be established by the lease contract.

4. Within the framework of leasing activities, the following types may be distinguished:

Financial leasing means financial lease (leasing) (hereinafter referred to as “leasing”), where lease payments during a leasing period of at least 1 year cover at least 75 percent of the leased asset value, irrespective of whether the lease contract provides for the redemption of the leased asset or its return to the Lessor;

Operating leasing means leasing, where lease payments during a leasing period, regardless of its duration, cover less than 75 percent of the leased asset value and the lease contract provides for the return of the leased asset to the Lessor after termination of the leasing period;

Sale and lease back means a financial or operating leasing, where the Lessee acts also as a seller (supplier) of the leased asset under the same lease contract. Sale and lease back shall also be deemed to be leasing, where a legal entity incorporated after the date of the lease contract and during the leasing period becomes both the Lessee and the seller (supplier) of the leased asset as a result of reorganization by merger of the Lessee and the seller (supplier) of the leased asset or their affiliation;

Import leasing means leasing, where the Lessor and the Lessee are territorial entities of the Republic of Belarus and the seller (supplier) of the leased asset is a territorial entity of other state;

International (interstate) leasing means leasing, where the Lessor and the Lessee are territorial entities of different states, including:

export leasing means international (interstate) leasing, where the Lessor and the seller (supplier) of the leased asset are territorial entities of the Republic of Belarus, and the Lessee is a territorial entity of other state;

transit leasing means international (interstate) leasing, where the Lessor, the seller (supplier) of the leased asset and the Lessee are territorial entities of different states.

For the purpose of classification of leasing in accordance with Part one of this Clause, the lease contract and transactions providing for transfer to an entity, which has been the Lessee under the lease contract, of title to property, which has been the leased asset under this contract, are to be considered as a whole.

5. Leasing organizations may establish and use funds to cover possible and (or) existing losses under lease contracts in the course of leasing activities in accordance with the legislation and (or) the articles of association (the memorandum of association - for a commercial organization that operates solely on the basis of a memorandum of association), and to write-off any bad debts in lease payments and (or) in payment of the redemption value of the leased asset.

6. Prior to the conclusion of the lease contract, the Lessor shall, in the manner specified by the Lessor in accordance with the legislation, assess the financial stability (soundness) and business reputation of the Lessee, the liquidity of the leased asset, its conformance to the requirements as stated in the lease contract, if the seller (supplier) and the property to be acquired are chosen by the Lessor, the investment project (if any), upon which the leased asset is to be acquired on a lease basis.

The decision on the conclusion of the lease contract shall be taken by the Lessee based on the analysis of the information available, including the information placed on the Internet and submitted by the Lessor, on the terms and risks of the lease contract to be concluded, financial stability (soundness) and good business practice of the Lessor, and, if the seller (supplier) and the property to be acquired are chosen by the Lessee, the analysis of financial stability (soundness) and good business practice of the seller (supplier) of the property acquired for transfer for temporary possession and use as a leased asset, the assessment of conformity of this property to the purposes of its use and risks inherent in the possession and use of the leased asset during the leasing period.

### **CHARTER 3**

#### **PROCEDURE FOR CONCLUSION, FULFILLMENT AND TERMINATION OF LEASE (SUBLEASE) CONTRACT**

7. The party, which is obliged to apply to the relevant government bodies (organizations) for the purpose of the state registration of any leased asset, title thereto and (or) the lease contract, subject to state registration in accordance with the legislation, and the introduction of amendments to the information on the state registration of the leased asset, title thereto and (or) the lease contract after termination of the lease contract due to the redemption of the leased asset, shall be determined under the lease contract, unless otherwise provided for by the legislation.

8. The lease contract is deemed to make provision for the redemption of the leased asset if it imposes an obligation on the Lessee to redeem the leased asset according to the redemption value of the leased asset upon the expiration of the leasing period or compensate as part of lease payments for the whole amount of the Lessor's investment expenditures, with due account for which the leased asset value has been determined.

9. The leased asset value shall be determined with due allowance for:

9.1. the Lessor's investment expenditures for:

9.1.1. acquisition of any property, intended for subsequent transfer as a leased asset, from the seller (supplier) of the leased asset;

9.1.2. acquisition of goods (works, services) necessary for the delivery of the leased asset, bringing it up to the condition suitable for use by the Lessee in accordance with the lease contract, and transfer thereof to the Lessee, including for payment of:

loading and unloading operations;

insurance of property intended for subsequent transfer as a leased asset during acquisition and transportation (delivery);

works and materials for the installation and assembly of the leased asset, erection of any structures (constructions) requisite for the use of the leased asset;

customs duties related to the acquisition and transportation (delivery) of the leased asset to the Lessee;

disposal fees to be paid in relation to a vehicle to be transferred to the Lessee under the lease contract as the leased asset to the extent necessary and permissible under the applicable law;

taxes, charges (duties), other mandatory payments associated with bringing the leased asset to a condition suitable for use by the Lessee;

9.1.3. state registration of the leased asset, title thereto and (or) the lease contract, if such registration is to be carried out by the Lessor in accordance with the legislation or the lease contract;

9.1.4. purchase of foreign currency for settlements under obligations associated with the acquisition of any property intended for subsequent transfer as a leased asset, including those related to the difference between the purchasing rate and the official exchange rate of the Belarusian ruble to a foreign currency fixed by

the National Bank of the Republic of Belarus as of the date of purchase, before the leased asset is put into operation (physically transferred to the Lessee);

9.2. other Lessor's investment expenditures associated with the acquisition of the leased asset, bringing it up to a condition suitable for use by the Lessee in accordance with the lease contract, and transfer thereof to the Lessee.

10. A total amount of monetary funds, transferred under the lease contract by the Lessee to the Lessor prior to the leasing period as an advance payment and (or) as security for the Lessee's obligations under the lease contract or other contracts entered into in accordance with the lease contract, shall not exceed 40 percent of the leased asset value including a value added tax.

Should a total amount of such monetary funds exceed a maximum value as stipulated by Part one of this Clause as a result of the diminution, by agreement of the parties, in the leased asset value provided for by the lease contract due to the decrease in the Lessor's investment expenditures, on the basis of which the leased asset value has been determined, occurred after the receipt of monetary funds by the Lessor from the Lessee as an advance payment and (or) as security for the Lessee's obligations under the lease contract or other contracts entered into in accordance with the lease contract, an excess amount shall be returned to the Lessee or taken in payment of next lease payments in accordance with the procedure as established by agreement of the parties.

Should the lease contract provide for the Lessee's obligation to pay an advance for the repayment of a part of the Lessor's investment expenditures, on the basis of which the leased asset value has been determined, or lease payments, amounts of the Lessor's remuneration (income) and/or the Lessor's investment expenditures to be reimbursed as part of lease payments shall be calculated, in the exercise by the Lessee of such obligation, based on the leased asset value, reduced by the advance paid, unless otherwise provided for by the lease contract.

11. Lease payments shall be determined by agreement of the parties with due account for the following amounts:

11.1 the Lessor's remuneration (income);

11.2. amounts compensating, in whole or in part, for the Lessor's investment expenditures as provided for by Clause 9 of these Rules;

11.3. amounts compensating, in whole or in part, for other Lessor's investment expenditures for:

payment of interest and other charges under:

a facility agreement (loan agreement), concluded for financing the acquisition of property intended for subsequent transfer as a leased asset, before and after the leased asset has been leased out;

a letter of credit opened before and after the leased asset has been leased out;

issuance of securities for financing the acquisition of property intended for subsequent transfer as a leased asset and payment of income (interest) thereon before and after it has been leased out;

receipt of a guarantee ensuring performance of Lessor's obligations, if such a guarantee has been extended;

payment of taxes, charges (duties) and other mandatory payments to the republican or local budgets, including to state special-purpose budget funds and non-budgetary funds, charged on the leased asset and the land plot occupied by the leased asset;

all types of insurance of the leased asset, the risk of non-effecting lease payments and other risks inherent in the performance of the lease contract, as well as during the state registration of the leased asset, title thereto and (or) the lease contract, if such insurance or state registration are to be carried out by the Lessor in accordance with the legislation or under the lease contract;

minor and (or) capital repairs, technical and other maintenance of the leased asset, making modifications in the leased asset under the lease contract, including its improvement, if the Lessor provides repair, maintenance or modification of the leased asset in accordance with the lease contract or bears expenses for the implementation thereof;

purchase of foreign currency for settlements under obligations associated with the acquisition of any property intended for subsequent transfer as a leased asset, including those related to the difference between the purchasing rate and the official exchange rate of the Belarusian ruble to a foreign currency fixed by the National Bank of the Republic of Belarus as of the date of purchase, after the leased asset has been put into operation (physically transferred to the Lessee);

payment of other Lessor's investment expenditures associated with the conclusion and performance of the lease contract.

12. Investment expenditures stipulated by Sub-clauses 11.2 and 11.3 of Clause 11 hereof are partially recognized in lease payments if the lease contract provides for the return of the leased asset to the Lessor after termination of the leasing period or the reimbursement of a part of the Lessor's investment expenditures, with due allowance for which the leased asset value has been determined, as part of the redemption value of the leased asset.

13. The Lessee shall take the measures, stipulated by the legislation or the lease contract, for the Lessor to exercise the right of control over the leased asset safety, maintenance in working order, meeting the established limits of the use.

14. If the lease contract provides for the option to revise the size of lease payments or the procedure of determining thereof on the initiative of either party due to the change in the amount of the Lessor's investment expenditures or the Lessor's remuneration (income), this contract shall determine the procedure and terms for obtaining information confirming the reasonability and the procedure of approval of the change in the size of lease payments, as well as the consequences of non-provision of such information and non-approval of such change.

If the lease contract provides for the right of the Lessor to unilaterally increase the size of lease payments to the extent permissible by this contract, the Lessor shall inform the Lessee of any change in the contracted amount of lease payments as and when provided by the lease contract, while providing the justification of the need and the amount of the Lessor's additional investment expenditures.

Unless otherwise provided for in Parts one and two of this Clause, no change in the amount of the Lessor's investment expenditures shall be the reason for

changing the size of lease payments provided for by the lease contract or the procedure for its determining or the termination of the lease contract, unless otherwise provided for by the legislation.

15. The transfer of the leased asset by the Lessor to the Lessee on a lease basis shall be documented by a property acceptance and transfer act. The leasing period shall be started from the date of signature of this act.

The title to the leased asset is transferred to the Lessee from the date of full performance by the Lessee of the obligations under the lease contract and other contracts concluded as security for the Lessee's obligations under the lease contract, and documented by an act of transfer of title to the leased asset or, if it is provided for by the lease contract, by notification of the performance by the Lessor of its obligations under the lease contract, forwarded by the Lessor to the Lessee as and when provided in the lease contract, unless otherwise provided for hereby.

Unless otherwise provided for by the legislation, the Lessee's title to the leased asset as provided for by the lease contract, subject to state registration, shall arise from the date of the state registration of title to the leased asset. A title to the leased asset, subject to state registration, is transferred to the Lessee from the date of the state registration of the property rights transfer.

16. Risks inherent in the choice of the leased asset and the seller (supplier) of the leased asset shall be borne by the party responsible for choosing the leased asset and the seller (supplier) of the leased asset under the lease contract.

Unless otherwise provided for by the lease contract, risks, inherent in causing of harm to third parties by property acquired for subsequent transfer as a leased asset or resulting from the possession and use of this property, shall be borne by the harm-doer, unless such party proves that the harm has been inflicted without any default on its part.

Risks of non-conformity of the leased asset to the purposes of its use, should such purposes be established by the lease contract, shall be borne by the party, who is responsible under the lease contract for choosing the property acquired for transfer as a leased asset and the seller (supplier), unless otherwise provided for by the lease contract.

17. Loss by the leased asset of performance and other characteristics after transfer thereof to the Lessee, limited operation feasibility or impossibility of operation and other use by the Lessee of the leased asset during the leasing period as a result of its malfunction, deterioration in the condition, other change in comparison with the condition of the leased asset as of the date of its transfer to the Lessee for possession and use, in maintenance or under warranty, change in the process of the leased asset use, as well as loss of economic feasibility of further use of the leased asset shall not release the Lessee from the Lessee's obligations under the lease contract, unless otherwise provided for by these Rules, other laws or the lease contract.

Loss by the leased asset of performance and other characteristics after transfer thereof to the Lessee, limited operation feasibility or impossibility of operation and other use by the Lessee of the leased asset during the leasing period as a result of its malfunction, deterioration in the condition, other change in



comparison with the condition of the leased asset as of the date of its transfer to the Lessee for possession and use, arisen as a result of improper execution by the seller (supplier) of property, acquired for transfer for temporary possession and use as a leased asset, of terms and conditions of a purchase and sale (supply) agreement with regard to the quality and completeness of this property, shall be the reason for the early termination of the lease contract on the Lessee's demand through a court proceeding, should the seller (supplier) and the property to be acquired be chosen by the Lessor.

In case of complete demolition, loss, theft, seizure, other withdrawal of the leased asset from the lawful possession of the Lessee beyond the Lessor's and the Lessee's will or in case of damage to the leased asset, when the recovery thereof is economically unviable, the consequences for the parties to the lease contract, including terms of further settlements, return to the Lessor or transfer of ownership to the Lessee of the leased asset damaged or a part of the leased asset suitable for further use, shall be determined by the parties in accordance with the legislation in the lease contract or by the conclusion of an agreement on the amendment or termination of the lease contract with due account for requirements provided for by Part one of Clause 29 hereof.

18. The Lessor cannot become a sublessee as a result of transfer of title to the same leased asset by the Lessor to any third parties.

Any claim for return of the leased asset lodged by the Lessor against the Lessee under the lease contract will entail a claim for return of the leased asset under a sublease contract by a sublessee to the Lessor, whether the sublessee has fulfilled its contractual obligations or not.

The rights of a sublessee under a sublease contract cannot go outside the bounds of the rights of the Lessee under the lease contract. The sublessee's obligations shall take into account the Lessee's obligations.

Under the sublease contract, claims against the seller (supplier) of the leased asset may also be lodged by the sublessee.

19. The leased asset or any part thereof may be leased out by the Lessee to any third party on the basis of an appropriate rental contract or handed over for free use, if the Lessee is authorized by the Lessor to make such transactions under the lease contract.

20. A failure by the Lessee to comply with the Lessor's restrictions of use of the leased asset, including by the sublessee, to whom the leased asset has been transferred for temporary possession and use under the sublease contract, shall be the reason for the modification or termination of the lease contract through a court proceeding upon the Lessor's demand.

21. The Lessee shall be held liable for the return of the leased asset in accordance with the legislation and the lease contract from the date of physical transfer of the leased asset to the Lessee until the date of return of the leased asset to the Lessor or the redemption of the leased asset.

The return of the leased asset to the Lessor shall be documented by the leased asset acceptance and transfer act to be signed by the Lessor and the Lessee. Should the Lessee refuse to sign (avoid signing) the leased asset acceptance and transfer

act, providing for the return of the leased asset to the Lessor, such act is to be signed by the Lessor with an indication of the Lessee's waiver (avoidance). For the purposes hereof a waiver (avoidance) of signing the leased asset acceptance and transfer act is understood to be sending by the Lessee to the Lessor of a written refusal from signing the act or non-signing thereof by the Lessee within fifteen working days from the date of the receipt of the act forwarded to the Lessee by the Lessor by recorded delivery or courier, unless a longer term is provided for by the lease contract.

If the lease contract providing for the redemption of the leased asset is terminated, or if the leased asset is returned before due date on grounds of the lease contract termination or early redemption of the leased asset as provided for by the legislation or the lease contract due to non-performance (improper performance) by the Lessee of its obligations under the lease contract, lease payments previously paid, including those paid in advance, shall not be subject to full or partial return to the Lessee, unless otherwise provided for by the lease contract.

If the lease contract providing for the redemption of the leased asset is terminated due to non-performance (improper performance) by the Lessor of its obligations under the lease contract, the leased asset shall be returned to the Lessor. In this case, the Lessor shall return a part of lease payments to the Lessee, including those paid in advance, in the amount of the Lessor's investment expenditures actually compensated by the Lessee as part of lease payments paid, as specified in Sub-clause 11.2 of Clause 11 hereof, a sum of money paid by the Lessee to the Lessor before the start of the leasing period as security for the Lessee's obligations under the lease contract or other contracts entered into in accordance with the lease contract, and reimburse the Lessee for losses incurred as a result of the termination of the lease contract through the Lessor's fault, unless otherwise provided for by the lease contract.

22. The lease contract may stipulate that, if the value of the leased asset returned to the Lessor, determined on the basis of internal or independent evaluation in accordance with the legislation, exceeds the amount of the leased asset value, that has not been reimbursed by the Lessee as part of lease payments, the leased asset value under any new lease contract (a lease contract concluded between the same parties with regard to any other leased asset) is to be decreased by a whole excess amount or by a part of an excess amount, which is to be specified in a new lease contract when determining the leased asset value.

23. If the leased asset is redeemed by the Lessee, including before the expiry of the leasing period stipulated by the lease contract, the Lessor shall take the necessary measures to free the leased asset from any encumbrance, in particular by replacing the pledged item, providing other security for obligations under a facility agreement (loan agreement) concluded for the acquisition of the leased asset, whether the Lessor has fulfilled its obligations under such facility agreement (loan agreement) or not.

24. If the property owner (founders, participants) takes a decision on the dissolution of the Lessor, the Lessor shall inform the Lessee thereof in writing within three business days from the date of such a decision. In this case, the Lessee

is entitled to prematurely return the leased asset to the Lessor, having paid lease payments due as of the date of the leased asset return or to redeem the leased asset according to the redemption value of the leased asset, calculated with due allowance for lease payments due as of the date of the leased asset redemption, as and when agreed by the parties by signing a supplementary agreement to the lease contract.

**CHARTER 4**  
**SPECIFIC FEATURES OF CONCLUSION, EXECUTION AND**  
**TERMINATION OF LEASE (SUBLEASE) CONTRACT WITH LESSEES -**  
**INDIVIDUALS**

25. Before signing any lease contract, the Lessor shall provide the Lessee – an individual, who is not acting as an individual entrepreneur as of the date of the lease contract, with the following information on possible leasing conditions for the Lessee to take a justified decision on concluding such a contract:

- a leased asset value;
- a leasing period;
- a size, terms and manner of lease payments, including under the terms of an advance paid (if the lease contract provides for an advance payment);
- cases of increase in lease payments in the Lessor’s sole discretion (if provided for by the lease contract);
- procedure and terms for the redemption of the leased asset, the redemption value of the leased asset (if the lease contract provides for the redemption of the leased asset);
- limits of use of the leased asset;
- condition preventing the Lessee from the alienation of the leased asset to any third parties during the leasing period;
- the Lessor’s rights to dispose of the leased asset during the leasing period, including its alienation, pledge, and encumbrance in a different way;
- the Lessor’s right to maintain control over the leased asset safety, maintenance in working order, upholding of the restrictions set by the Lessor of the leased asset use;
- a party responsible for the insurance of the leased asset;
- the Lessee’s liability under the lease contract;
- the Lessee’s risks inherent in the choice of the leased asset and the seller (supplier) of the leased asset, if they are to be specified by the Lessee;
- a procedure for the return of the leased asset and settlements between the Lessor and the Lessee in case of the lease contract termination.

Prior to concluding a supplementary agreement to the lease contract amending the terms of leasing, which the Lessee – an individual has been informed of in accordance with Part one of this Clause, the Lessor shall provide the Lessee with the information on such modified terms for the Lessee to make a reasonable decision on signing a supplementary agreement.

The information specified in Parts one and two of this Clause shall be delivered to the Lessee – an individual in hard copy against acknowledgement or as an electronic document, and as a document in electronic format if the Lessor is a bank, a non-bank financial institution or Development Bank of the Republic of Belarus Joint Stock Company.

26. If the lease contract provides for the procedure of lease payments by the Lessee – an individual based on the calculation (against invoices, demands) submitted by the Lessor prior to the date of the next lease payment, the Lessor shall include in the calculation (invoice, demand) a sum of all forfeits (penalties, fines) charged for non-performance or improper performance by the Lessee of the Lessee's obligations under the lease contract as of the date of the next lease payment.

The Lessor shall, as and when provided in the lease contract, furnish the Lessee – an individual, as requested by the Lessee in writing or in electronic format, with the information (certificate) specifying the availability or absence of debts in respect of obligations under the lease contract, a sum of forfeits (penalties, fines) charged for non-performance or improper performance by the Lessee of obligations under the lease contract.

27. If the Lessor or the Lessee – an individual, who is not acting as an individual entrepreneur when entering into the lease contract, lays an oral claim for making-out of a fixed budget or rough estimate or calculation of lease payments prior to signing the lease contract, the parties shall agree upon such estimate or calculation (indicating the sizes and terms of lease payments (a schedule of lease payments)).

28. If a rough estimate or calculation of lease payments is agreed upon in the lease contract in accordance with Part one of Clause 14 hereof, the provision is made for the possibility of the revision of the size of lease payments specified in this contract and determined by such estimate or calculation.

The Lessor shall not be entitled to claim for increasing the size of lease payments established by a rough estimate or calculation of lease payments, and the Lessee shall not be entitled to claim for the reduction thereof, unless otherwise provided for by the legislation.

29. In case of complete demolition, loss, theft, other withdrawal of the leased asset from the lawful possession of the Lessee – an individual, who is not acting as an individual entrepreneur when entering into the lease contract, beyond the Lessor's and the Lessee's will or by virtue of other circumstances, which are beyond the Lessee's liability, rendering the leased asset unusable, and which are recognized as events insured in accordance with an insurance agreement entered into with regard to the leased asset (hereinafter referred to as "the event insured"), under which the Lessor acts as a beneficiary, the Lessor shall, within ten working days from the date of receipt of an insurance indemnity, compensate the Lessee for the difference between the amount of an insurance indemnity and the amount of the Lessor's investment expenditures not reimbursed as part of lease payments, including those paid in advance, on the basis of which expenditures the leased asset value has been determined under the lease contract.

A size of lease payments as stipulated by the lease contract shall be subject to reduction upon the demand of the Lessee – an individual, who is not acting as an individual entrepreneur when entering into the lease contract, should the repair of the leased asset, associated with the deterioration in the leased asset condition due to circumstances, which are beyond the Lessee’s liability and which result in the leased asset condition unsuitable for use and are recognized as events insured, be carried out by the Lessee or at the Lessee’s expense during the leasing period. Such claim may be lodged against the Lessor in writing, provided that the abovementioned deterioration in the leased asset condition is recognized as the event insured and the Lessor as a beneficiary under an insurance agreement has received an insurance indemnity due to the occurrence of the event insured. Based on the Lessee’s claim as mentioned above a size of lease payments as stipulated by the lease contract shall be subject to reduction by the amount of proven expenditures incurred as a result of the repair of the leased asset conducted by the Lessee or at the Lessee’s expense during the leasing period, up to the amount of an insurance indemnity received by the Lessor.