

EUROPEAN INSTITUTE FOR GENDER EQUALITY

**LEASE CONTRACT**

The undersigned:

1. UAB Pinus Proprius, a private limited liability company established and registered under the laws of the Republic of Lithuania, code 111622773, with its registered business address at Jogailos g. 4, Vilnius, the Republic of Lithuania, company data stored with the Register of Legal Entities of the Republic of Lithuania, Registrar of the company: VĮ Registrų Centras (Centre of Registers), address of the Registrar: V.Kudirkos 18, Vilnius, the Republic of Lithuania; represented by Mr Marius Baltramiejūnas, the General Manager, and Mr Steen Sodemann, the Board member, entitled to act in the name and on behalf of UAB Pinus Proprius according to the attached excerpt from the commercial register (**Exhibit 1**)¹

"Lessor", of the one part,

2. The European Institute for Gender Equality represented by Ms Virginija Langbakk, Director of the European Institute for Gender Equality, with its registered business address at Švitrigailos g. 11M, LT-03228 Vilnius, the Republic of Lithuania.

"Lessee", of the other part,

jointly referred to as "the Parties",

HAVE AGREED AS FOLLOWS:

ARTICLE 1

PRINCIPAL OBLIGATIONS OF THE PARTIES AND DESCRIPTION OF THE PROPERTY

- 1.1 Under the terms and conditions of this Contract, the Lessor shall grant the Lessee, who shall accept, a lease in respect of the premises described below (hereinafter referred to as the "Premises"):

¹ Excerpt of commercial register in order to examine power of representation of signing person.

- 1780,79 m² office spaces on the third floor,
- 192,58 m² ground floor spaces (conference hall and Info Center),
- 78,76 m² ground floor spaces (1/3 of the shared area):

Total: **2052,13 m²**

Additionally included free of Rent charge:

- 18 parking places on the underground floor (hereinafter “the Parking Places)
- 25,49 m² storage space on the underground floor.

The building (hereinafter referred to as the “Property”) has been registered with the Real Estate Register of the Republic of Lithuania under unique No. 4400-0122-8177 and is located at the following address: Gedimino pr. 16, Vilnius, the Republic of Lithuania.

- 1.2 The leased Premises are unfurnished office space, storage space and parking places located in the Property at the exact address Gedimino pr. 16, Vilnius, the Republic of Lithuania, as described above and in the layout plans annexed to this Contract (**Exhibit 2**). The Lessor shall undertake the additional fit-out works (described in **Exhibit 3** and included in Rent fees by terms set in Articles 4.1, 4.1.1 and 4.1.2) and shall complete them within four (4) months after the Parties have signed this Contract, but not earlier than 1 March 2013. The Lessee shall have free access to the Premises, the Parking Places, and all common areas during seven (7) days a week and twenty four (24) hours per day.
- 1.3 The Lessor warrants and represents that the above Property complies throughout the whole contractual period with the health and safety legislation, environmental and fire protection legislation as well as all other regulations applicable in Lithuania attested by the relevant certificates (**Exhibit 7**).
- 1.4 The Lessor warrants and represents that he is the owner of the Property described in Para 1 and 2 of this Article attested by a certificate of ownership (**Exhibit 4**)². The Lessor further warrants and represents that no third parties are entitled to claim the occupation of the Premises.
- 1.5 To the extent an authorisation is required under the applicable laws, including the copyright law, the Lessor authorises the Lessee, as well as the other European institutions (including, for the avoidance of doubt, the European Parliament): (1) to take pictures or to make other representations (such as drawings) of the Premises (both inside and outside) and to “use” (as such use if further defined hereafter) such pictures or representations for their activities and (2) to also authorise third parties, such as broadcasters, newspaper publishers, communication agencies, to take pictures or make other representations (such as drawings) of the Premises (both inside and outside) and to “use” such pictures or representations for their activities (both commercial or non-commercial). “Use”, for the purposes of this clause, must be understood as including all use which, under copyright law or other applicable law, would otherwise only be

² Certified copy of the certificate of ownership issued by the competent authority (land registry, notary public, etc.) or copy of the deeds of ownership or lease.

allowed with the permission of the right-holder, such as reproduction, adaptation, making available to the public, including distribution and communication to the public.

The Lessor shall consequently hold the Lessee, the other European institutions (including, for the avoidance of doubt, the European Parliament) and third parties authorised by the Lessee or other European institutions, harmless against any claim, demand or action from third parties, including the architects of the Premises, who would claim that they own intellectual property rights (such as copyright) on the Premises and any such use described above infringes upon their intellectual property rights.

It is understood that this clause is without prejudice to the moral right of paternity of the architects or other right holders, whose moral right of paternity may need to be respected in accordance with applicable law if such moral right has not been waived by the architects; the Lessor shall give in this regard the necessary instructions or requirements of the architects to the Lessee, who will in good faith try to impose them on third parties who ask the permission to the Lessee before taking any picture or making any other representation of the Premises.

- 1.6 The Lessee undertakes to occupy the Premises as a prudent person.
- 1.7 The Lessee shall have the right to place logos, signboards, flagpoles and labels on the façade of the Property and walls of the Premises at the Lessee's own expense, subject to prior written approval of the Lessor, which may not unreasonably be withheld, and approvals of relevant local authorities (if applicable) but without any additional payments to the Lessor.

ARTICLE 2

HAND-OVER OF THE PREMISES

- 2.1 Before the Lessee takes up occupancy of office spaces as per Article 3.1, First-stage status report and First-stage hand over shall be drawn up in triplicate by mutual agreement between the Parties and signed by each of them. All related agreements shall be drawn in triplicate, one copy shall be retained by the Lessor and the other two copies by the Lessee.
- 2.2. Final status report and Final hand-over shall be drawn up by mutual agreement between the Parties and signed by each of them, upon total completion of fit-out works. All related agreements shall be drawn in triplicate, one copy shall be retained by the Lessor and the other two copies by the Lessee.
- 2.3 The Lessor shall send a notice to the Lessee to announce that the fit-out works (**Exhibit 3**) are nearing completion, such notice also to specify the date on which the Premises may be inspected by the Lessee. Such notice has to be given in writing at least fourteen (14) calendar days before the proposed inspection date together with a draft of the hand-over protocol. Without prejudice to the provision of Article 2.1, the Final status report and Final hand-over protocol will be signed by the Lessor and the Lessee on the inspection date recording the state and condition of the Premises and their contents as well as the parking places. A copy of the Deed of completion of reconstruction works of



the Property will be attached to the Final hand-over protocol. Any defect existing at the date on which the Final hand-over protocol is signed, which do not adversely affect the use of the Premises and the parking places in accordance with this Contract, will be listed (in the following referred to as “Snagging Items”) and the Lessor shall be obliged to complete or repair the Snagging Items within the following thirty (30) calendar days, or such longer period as may be required due to a delay in the supply of materials or due to the nature of the Snagging Items. Lessee is entitled to reduce the rent according to Article 4.1 of this Contract in proportion to the percentage of the surface area of the Premises which cannot be properly used due to Snagging Items as specified in the hand-over protocol.

If sixty (60) calendar days after the date of the Final hand-over protocol, there are still Snagging Items, Lessor shall pay a contractual penalty of 1.000 EUR (one thousand Euro) to the Lessee for each calendar day of delay until all of the Snagging Items have been completed or repaired. If the Lessee fails to sign the Final hand-over protocol on the date notified in the notice for any reason, except that defects exist in the Premises which adversely affect the use of the Premises in accordance with this Contract, or for a reason contingent on Lessor, the Lessee shall be deemed to have signed the Final hand-over protocol and to have accepted that there are no defects in the Premises. The use of the Premises shall be deemed adversely affected, if more than 15 per cent of the surface area of the unfurnished office space of the Premises cannot be used by the Lessee for its purposes. If the Snagging Items are removed, Lessee shall certify such removal in writing on Lessor’s written demand.

- 2.4 The provision of Article 2.2 of this Contract shall apply in respect of the final status report to be drawn up after the Lessee has quit the Premises and immediately before the keys are returned.

ARTICLE 3

COMMENCEMENT AND TERM OF LEASE

- 3.1 This lease is granted and accepted for a term of **ten (10) years (five (5) plus five (5) years)**. If the Lessee does not exercise its right to terminate the Contract after the end of the first five (5) years of lease under the procedure set forth in Article 14.1 of this Contract, the lease will continue for the next five (5) years. The term of this lease shall commence upon the day of signature of the First-stage hand-over protocol referred to in Article 2.1 of this Contract (indicatively the term of lease shall commence in January 2013). This lease is renewable for the same term and on the same conditions, save for Article 4 of this Contract, by written agreement of the Parties if the rider is signed by both Parties no later than three months (3) before the expiry of the initial ten (10)-years term of this Contract.
- 3.2 Both Parties shall sign the Final hand-over protocol referred to in Article 2.2 of this Contract not later than four (4) months after signature of the Contract, but not earlier than 1 March 2013, provided that Lessor’s fit-out works as described in **Exhibit 3** are completed and that the Premises are available for delivery to the possession of Lessee for Lessee’s peaceful and quiet occupation on that date in accordance with the terms of Article 2.3 of this Contract.



- 3.3 If the availability as set out in Article 3.2 of this Contract is delayed to a date later than four (4) months after the Parties have signed this Contract, the Lessor shall pay a penalty of EUR 1.000 (one thousand Euro) to the Lessee for each calendar day of delay until the Lessor’s fit-out works as described in **Exhibit 3** are completed and the Premises are available to the Lessee for its quiet and peaceful occupation or until the Lessee has terminated this Contract according to Para 4 of this Article. This shall not apply if the Premises are not available due to a fault of the Lessee.
- 3.4 The Lessee shall have the right to terminate this lease, without any obligation to compensate the Lessor, if the Lessor did not complete the fit-out works described in **Exhibit 3** or if the Premises are not available for his quiet enjoyment one (1) month after the date on which the lease should have taken effect. The Lessor shall be notified of such termination by registered or recorded-delivery letter thirty (30) calendar days at the latest after expiry of the said term. This shall not apply if the Premises are not available due to a fault of the Lessee.

ARTICLE 4

RENT

- 4.1 The monthly rent (in the following referred to as the “Rent”) shall be fixed at 16,53 EUR (sixteen Euros fifty three Euro cents) per one square metre of the Premises, handed-over to the Lessee and shall consist of two parts: base rent equal to 14 EUR (fourteen Euro) per one square metre of the Premises; and reimbursement for customer specific fit-out equal to 2,53 EUR (two Euros fifty three cents) per one square metre of the Premises, during a ten (10) year period.

4.1.1 Upon signature of the Contract, the Lessee may pay an interim lump sum of 300.000,00 EUR (three hundred thousand euros) before VAT for Customer specific fit-out works carried out in the year 2012. This interim payment shall lead to the reduced Lessee’s rental payments during the Lease term. The fact of interim payment will be regularised in the Indemnity schedule (**Exhibit 8**).

After signing the Lease contract, the Lessor within 14 calendar days shall provide the bank guarantee issued by the reputable bank for the amount of interim payment and valid not longer than the Final hand-over of the Premises in order to secure the proper use of the interim payment for the Lessee’s customer specific fit-out works. In case of the execution of the bank guarantee, the Indemnity schedule (**Exhibit 8**) would be amended respectively, excluding the executed amount of the bank guarantee from the Indemnity schedule.

4.1.2 The Rent shall be payable **quarterly** in advance for the first time on the date on which the lease takes effect according to Article 3.1 of this Contract, to account No. LT95 7044 0600 0124 0570 at the AB SEB bankas (bank code 70440, S.W.I.F.T.: CBVILT2X). The Rent shall be paid by the Lessee within thirty (30) calendar days after having received an invoice duly issued by the Lessor.



- 4.2 The Lessee shall also pay in the same way, a provisional monthly amount of 3 EUR (three Euro) per one square metre of the Premises in monthly charges for the services (in the following referred to as the "Service Charges") as listed in **Exhibit 5**.
- 4.3 The Lessor, once a year, and not later than on 31st January of each calendar year, will provide a final account for the Service Charges based on real costs incurred during the previous calendar year, as evidenced by bills received. The provisional amount for the following year will then be adapted accordingly, to take account of the excess or shortfall. In the event the Lessor is late or fails to provide a final account for the Service Charges, the Lessor may not charge the provisional monthly amount referred to in Article 4.2 hereof, and the Lessee shall not pay the same without incurring any negative consequences for itself, until the Lessor duly provides the relevant final account. If the lease is terminated before the end of a calendar year, the Lessor shall provide the relevant final account for the Service Charges not later than five (5) business days before the end of the lease.
- 4.4 If the lease is terminated under Article 14 of this Contract, the Lessor shall reimburse within thirty (30) calendar days of the end of the lease any Rent paid in advance for periods after the effective end of the lease and any excess of the provisional monthly amount referred to in Article 4.2 hereof.
- 4.5 If the budget of the European Union has not been adopted on 1 January of the budget year and the Lessee's monthly resources are therefore confined to a twelfth of the previous year's budget, the Rent shall provisionally be payable monthly on the basis of the annual Rent paid the previous year.
- 4.6 Such payments shall be made on the first day of each month until the budget of the European Union is definitively adopted. As of that day, the Rent due under this lease and as yet unpaid shall be payable immediately. It shall be paid together with lawful (statutory) interest at the rate applicable in Lithuania on the difference between the Rent due and that already paid since 1 January of the current year, such interest not exceeding the equivalent of one month's Rent.

ARTICLE 5

INDEX-LINKING

Upon written request of one of the Parties, no later than 2 (two) months before each anniversary of the lease's effective entry into force date according to Article 3.1 of this Contract, the Rent shall be adjusted annually, with the effect on the anniversary date, to the cost-of-living index according to the formula:

$$\text{New rent} = \text{Old rent} \times \frac{\text{New index}}{\text{Old index}}$$

Where:

"New rent" is the new amount of the Rent payable at the term following the adjustment (and every month thereafter until the next adjustment or the expiry of the lease);

"Old rent" is the initial Rent as stipulated in Article 4.1 of this Contract;

"New index" is the latest European Index of Consumer Prices (EICP) published by the Office for Official Publications of the European Union in the Eurostat Database <http://epp.eurostat.ec.europa.eu> (HICP-All items index- EU 27 countries) on the month when the Rent adjustment is due according to this Article.

"Old index" is the European Index of Consumer Prices (EICP) published by the Office for Official Publications of the European Union in the Eurostat Database <http://epp.eurostat.ec.europa.eu> (HICP-All items index- EU 27 countries) on the month when the lease takes effect according to Article 3.1 of this Contract.

If during the validity of this Contract the number of the EU Member States changes, the European Index of Consumer Prices covering all the EU Member States will be used for the purposes of the indexation under this Article.

ARTICLE 6

ALTERATIONS, SECURITY AND TELECOMMUNICATIONS INSTALLATIONS

- 6.1 Notwithstanding Article 1.2 of this Contract, the Lessor hereby grants the Lessee the right to install in the Premises, without any increase in the Rent but at the Lessee's own expense and in conformity with the technical specifications of the equipment and the technical capacities of the Property, any security and telecommunications equipment considered necessary by the Lessee, including, but not limited to, double entrance doors, Secure Access System and Secure Reception, a satellite dish or a radio mast.
- 6.2 The Lessee shall not carry out any other alterations, modifications or improvements to the Premises without the prior written approval of the Lessor, such approval shall not unreasonably be withheld.
- 6.3 The Lessee undertakes to obtain any prior authorisation that may be necessary for the installation and use of the equipment installed and to pay any administrative charges and licence fees required by the authorities of Lithuania.

ARTICLE 7

MAJOR REPAIRS

- 7.1 The Lessor shall during the term of the lease be responsible for all major repairs to the structure of the Property (walls, roof, ceiling), including repairs of the Property's common drains, sewerage pipes, water tanks, pumps, pipes, electrical wiring, replacement of obsolete equipment belonging to the Lessor, and all painting of the exterior. The Lessor shall throughout the whole contractual period maintain the Property in a condition appropriate for an A class office building. Lessor shall give reasonable notice to Lessee of repairs, which may cause inconvenience or disruption to Lessee. Such works shall not affect the amount of the Rent or other charges. If the

Premises or some part of it cannot be used by the Lessee due to such repairs, the Lessee shall be entitled to reduce the Rent by the proportion of the ratio of the value of defective performance to the value of conforming performance, determined based on the proportion to the percentage of the surface area of the Premises which cannot be properly used due to such repairs. If the Premises or some part of it cannot be properly used by the Lessee for more than thirty (30) calendar days due to such repairs, the Lessor shall pay a contractual penalty of 1,000 EUR (one thousand Euro) to the Lessee for each calendar day of delay until all repairs have been completed.

- 7.2 The Lessor does not bear responsibility to repair or maintain furniture, equipment, fixtures or other installations installed or owned by the Lessee.
- 7.3. Description of the services and responsibilities of the Parties is indicated in **Exhibit 5** to this Contract.

ARTICLE 8

RIGHT OF SUBSTITUTION

The Lessee shall inform the Lessor of all repairs, maintenance or replacements incumbent on the latter. The Lessee shall allow the Lessor to perform these obligations provided he does so with due care, with the least possible inconvenience to the Lessee, as soon as possible and, in any case, within a month of being notified by the Lessee by registered or recorded-delivery letter. Once this deadline has expired, the Lessee may have these obligations performed at the expense of the Lessor, based on an estimate drawn up by a reputable local contractor, chosen by the Lessee, and conveyed to the Lessor for his information, and deduct the costs from outstanding rent. In emergency situations the Lessee is entitled to have performed these obligations by a reputable local contractor without prior estimate.

ARTICLE 9

MINOR REPAIRS

The Lessee shall be responsible for the minor repairs of the Premises, maintenance, care and cleanliness of the Premises, save in the event of normal wear and tear.

ARTICLE 10

ASSIGNMENT OF LEASE - SUB-LETTING

- 10.1 The Lessee may assign or sublet the Premises to another Institution of the European Union, advising the Lessor in writing of such action.
- 10.2 The Lessee may not assign or sublet the leased Premises to any other party, (i.e. other than Institutions of the European Union), without the specific consent of the Lessor, which may not be withheld unreasonably.

ARTICLE 11

REGISTRATION FEES - TAXES

- 11.1 The Lessor shall have sole responsibility for compliance with the tax laws which apply to him.
- 11.2 The Lessor recognises that the Lessee is, as a rule, exempt from all taxes and duties, including value added tax (VAT), pursuant to the provisions of Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Union. The exemption from VAT is effected by way of reimbursement by the State to the Lessee of the VAT amounts paid by the Lessee. The Lessee is responsible for the compliance with the procedures for the reimbursement of VAT.
- 11.3 Any payment under this Contract, such as the Rent, Service Charges, will be eligible to VAT. VAT at the applicable rate will be added to the Rent indicated in Article 4 of the Contract.
- 11.4 Invoices presented by the Lessor shall indicate his place of taxation for VAT purposes and shall specify separately the amounts not including VAT and the amounts including VAT.
- 11.5 Without prejudice to Para 1-4 of this Article the Lessee shall pay all taxes and registration fees pertaining to its occupation of the Premises.
- 11.6 In no circumstances shall the Lessee directly bear the cost of levies, taxes, charges or sums deemed similar by national law and payable by the Lessor on the lease amount received.

ARTICLE 12

WATER -ELECTRICITY - HEATING

The Lessee shall compensate actual expenses of the Lessor for the utility and other services supplied to the Premises (e.g. water, electricity, and heating). The Lessee shall pay for such services commencing from the date of the hand-over protocol referred to in Article 2 of this Contract until the date the Premises are returned to the Lessor.

ARTICLE 13

INSPECTIONS

- 13.1 The Lessee may authorise the Lessor to inspect the Premises leased in the company of an official of the Lessee whenever the Lessor justifies his request by letter to the Lessee at least forty-eight hours beforehand.


Handwritten signature and initials, possibly 'J.B.' and a stylized 'A' or 'H'.

- 13.2 Lessee shall immediately notify Lessor’s representative in the event of an emergency involving the Premises.
- 13.3 The Lessor shall have the right to enter the Premises during closed hours in case of an emergency, if it is necessary, to fix it or perform preventive works subject to the prior consent of the Lessee. In such a case, the Lessor shall inform the Lessee about the emergency as soon as possible and must be accompanied by a representative of the Lessee.
- 13.4 Pursuant to Article 142 of the Financial Regulation (Council Regulation (EC) No 1605/2002), applicable to the general budget of the European Union, the European Court of Auditors shall be empowered to audit the documents related to this Contract held by the Lessor from signature of this Contract up to five years after its termination including all renewals under Article 3.1 of this Contract.
- 13.5 The Lessee or an outside body appointed by the Lessee in writing shall have the same rights as the European Court of Auditors for the purpose of checks and audits limited to compliance with contractual obligations from signature of this Contract up to five years after its termination including all renewals under Article 3.1 of this Contract.
- 13.6 In addition, the European Anti-Fraud Office may carry out on-the-spot checks and inspections in accordance with Council Regulation (Euratom, EC) No 2185/96 and Parliament and Council Regulation (EC) No 1073/1999 from signature of this Contract up to five years after its termination including all renewals under Article 3.1 of this Contract.

ARTICLE 14

TERMINATION

- 14.1 The Lessee shall be entitled to terminate this Contract once at the end of the first five (5) years’ lease period indicated in Article 3.1 of the Contract by giving the Lessor a six (6)-months’ prior notice by registered or recorded-delivery letter.
- 14.2 Notwithstanding the provision of Article 14.1 of the Contract, the Lessee shall be entitled to terminate this Contract, at any time, in the event of and subject to decision of the European Union, the closure of the European Institute for Gender Equality in the country or town in where the Premises described in Article 1 of this Contract are located or the transfer of its activities to another town, by giving the Lessor six (6)-months’ prior notice by registered or recorded-delivery letter.
- 14.3 In the event the Contract is terminated by the Lessee before the expiry of the ten (10)-years’ lease period indicated in Article 3.1 of the Contract, the Lessee shall pay to the Lessor an indemnity as defined in **Exhibit 8**.

A handwritten signature in dark ink, appearing to be 'X.B.' with a flourish underneath.

ARTICLE 15

EQUIPMENT and FIT-OUT WORKS

- 15.1 The Lessor hereby undertakes to allow the Lessee to dispose freely of any equipment (air-conditioners, refrigerators, pumps, generators, satellite dishes, radio masts, double entrance doors, etc.), even if it is fixed to the ground or built into the Property covered by this lease, which the Lessee may have installed and wishes to take with him when he leaves or at any other moment during the contractual period. In that event the Lessee undertakes, after removing equipment, to restore the places in which it was installed to their original condition, but taking into account their normal wear and tear and any changes to the Premises, as approved by the Lessor.
- 15.2 Upon termination, the Lessee is free to leave the fit-out works described in **Exhibit 3** in the Premises when vacating the Premises. The Lessor is not entitled to claim restitution of the fit-out works described in **Exhibit 3** (i.e. restoration of the Premises to their original condition, but taking into account their normal wear and tear and any changes to the Premises, as approved by the Lessor).

ARTICLE 16

INSURANCE - LIABILITY

- 16.1 The Lessor has concluded (directly or through its group of companies) with a first rank reputable insurance company and will keep in force at all time during the term of the lease and during any extension thereof, an insurance to cover the following risks:
- (a) third party (civil) liability for personal injury or damage to third parties which are the legal responsibility of Lessor or Lessor’s agents and are directly caused by their activities;
 - (b) damage to the leased Premises or the Property due to fire, explosive materials, water or other such hazards.
- 16.2 The Lessee shall at all times during the term of the lease and during any extension thereof, keep in force insurance to cover the following risks:
- (a) third party (civil) liability for personal injury or damage to third parties arising from the Lessee’s occupation of the Premises or the Lessee’s activities;
 - (b) damage to the Premises or the Property due to fire, explosion, water or other such hazards which are deemed to have been caused directly by the Lessee’s occupation of the Premises, or his activities.
- 16.3 The Lessee shall not be liable for damage sustained by the Lessor in performance of this Contract except in the event of wilful misconduct or gross negligence on the part of the Lessee.
- 16.4 The Lessor shall provide compensation in the event of any action, claim or proceeding brought against the Lessee by a third party as a result of damage caused by the fault of the Lessor in performance of this Contract.



ARTICLE 17

RETURN OF KEYS

On the date on which this Contract expires, the Lessee shall return to the Lessor all keys and magnetic cards to the Premises. It shall return the Premises in a good state of repair, taking due account of normal wear and tear.

ARTICLE 18

LAW APPLICABLE AND SETTLEMENT OF DISPUTES

18.1 This Contract shall be governed by the substantive law of the Republic of Lithuania.

18.2 Any dispute between the Parties resulting from the interpretation or application of this Contract which cannot be settled amicably shall be brought before the courts of Vilnius, the Republic of Lithuania.

ARTICLE 19

MODIFICATIONS - ANNEXES

19.1 Any amendment to this Contract shall be subject of a written agreement concluded by the Parties. An oral agreement shall not be binding on the Parties. Any termination notice under this Contract shall be given in writing and has to be sent to the other Party by registered or recorded-delivery letter.

19.2 The following documents are annexed to this Contract and form an integral part hereof:

- Exhibit 1 – Excerpt from the commercial register certifying power of representation of the signing person(s)
- Exhibit 2 – Plans (layout)
- Exhibit 3 – Fit-out works – Descriptions and Specifications
- Exhibit 4 – Excerpt from the Real Estate Registry certifying the ownership and a copy of the consent of the mortgage creditor
- Exhibit 5 – Description of services and charges and responsibilities of the Parties
- Exhibit 6 – Copy of the Statement from the General Contractor regarding usage of prohibited materials
- Exhibit 7 - Certificate on Construction approval and Copy of the Energy Performance Certification of the Property
- Exhibit 8 – Indemnity schedule
- Exhibit 9 – Copies of insurance policies and insurance terms and conditions, as contracted by the Lessor or its group companies



ARTICLE 20

ADDRESS FOR SERVICE

Any communication relating to this Contract or to its implementation shall be made in writing and shall bear the Contract number. Ordinary mail shall be deemed to have been received by the European Institute for Gender Equality on the date on which it is registered by the department responsible indicated below. Communications shall be sent to the following addresses:

The Lessor: UAB Pinus Proprius
 Jogailos g. 4, LT-01116 Vilnius, the Republic of Lithuania

The Lessee: European Institute for Gender Equality
 (Ms Virginija Langbakk, Director)
 Švitrigailos g. 11M
 LT-03228 Vilnius
 (and address mentioned in Article 1.2 of this Contract)
 Lithuania

P.B. 

ARTICLE 21

MISCELLANEOUS

- 21.1 This Contract shall come into force on the date of signature stated below. When this Contract comes into force, all prior agreements between the Parties regarding the use of the Premises will be deemed null and void.
- 21.2 The language of this Contract is English.
- 21.3 If any provision of this Contract is invalid or unenforceable, its invalidity or unenforceability shall not affect the remaining provisions of this Contract. Such invalid or unenforceable provision shall be replaced by a valid provision coming closest to the initial economic intention of the Parties. The same applies in cases of omissions.
- 21.4 This Contract has been executed in 3 **(three)** copies, one copy for the Lessor, and 2 (two) copies for the Lessee.

For and on behalf of the LESSOR:

For and on behalf of the LESSEE:

Marius Baltramienūnas, General Manager
Name, Position

VIRGINIJA LANGBAKK, DIRECTOR
Name, Position

Place, Date

Vilnius, 27/11/2012
Place, Date

Signature

Signature

Steen Sodemann, the Board member
Name, Position

Place, Date

Signature