

CONTRACT NO. 0911 – A.....

signed on, in Warsaw, Poland, between:

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created on, 2009 by notary deed REP. A no./2009 at the Notary Office of Sławomir Namielski in Warsaw, Poland, at Lwowska 4, apt. 6, termed in the contract as the 'Orderer', represented by:

..... – **Chairman of the Board,**

on the one side, and:

NOBEL Spółka z ograniczoną odpowiedzialnością (LLC)

with registered office in Warsaw, Poland (00-901) at Plac Defilad 1, registered by the District Court for the Capital City of Warsaw, 12th Economic Branch of the National Court Register, in the Register of Entrepreneurs under KRS number 0000005899, NIP (tax identification) number 521-31-50-329, termed in the contract as the Contractor, represented by:

..... – **Chairman of the Board,**

with the following contents:

§ 1
DEFINITIONS AND INTERPRETATIONS

1. Contract - denotes this contract,
2. Remuneration – the fixed monthly amount received throughout the duration of the Contract
3. Force Majeure - any unknown occurrences which might take place in the future, having significant influence on the execution of this Contract, being outside of control and will of the Parties. Occurrences of such a kind, unforeseeable and being outside of the scope of influence of the Parties despite their efforts will cover, among others, war, civil war, revolution, a country-wide general strike, a state of natural disaster declared by the government.

§ 2
SUBJECT OF THE CONTRACT

1. The Contractor declares to be the Lessee of the room located at Plac Defilad 1, 00-901 Warsaw, Poland, and has the right to make the address available for the purposes of the conducted economic activity.
2. The Contractor allows the Orderer to utilise the address listed in p. 1 of this paragraph as the registered address of a company.
3. The Contractor is obliged to retain all correspondence of the Orderer incoming to the above listed address, and its distribution according to the orders of the Orderer. The costs of the distribution service are covered by the Orderer.
4. Throughout the duration of this Contract, the Contractor will provide to the Orderer the room described in p. 1 of this paragraph for four hours every month, for the purposes of conducting the economic activities of the Orderer. The usage of the room described in p. 1 will take place in two-hour blocks upon previous notification of the Contractor. Unused time in a given month are forfeited. Upon exceeding the time limit described in this point, the Orderer will add to the invoice the amount of PLN 98,36 + VAT for each started two-hour block of usage of the said room.
5. The Contractor, in addition, will provide to the Orderer the following services, for which the Orderer will not charge any additional fees:
 - Full correspondence management services
 - Information with name of the Company
 - Fax +48 22 6545000
6. The Parties declare that usage by the Orderer of the said room in a way other than described in the Contract requires a separate contract.
7. All office equipment located in the room mentioned in § 2 p. 1 is the property of the Contractor, and the Orderer has no rights to this equipment outside of the possibility to use them on the terms described in the Contract.
8. The Orderer bears financial responsibility for any damage arising out of the use of the office equipment described above.

§ 3 REMUNERATION

1. The Orderer will pay the Contractor for the usage of the address of the room listed in § 2 p. 1 as the registered office of the company remuneration equal to PLN 450,82 (in words: four hundred and fifty PLN, 82 Grosze) plus the VAT in force on the day of issue of the invoice.
2. All amounts due as remuneration and services should be paid by the Orderer according to the issued invoices in advance without further requests, within 5 days from date of issue of the invoice, to the account of the Contractor at the Bank Zachodni WBK, 4th Warsaw branch, IBAN no. PL46 1090 1056 0000 0000 0604 4548, BIC code WBKPPLPP. Any delays in payment form the basis to charge and effect statutory interest.
3. The fees arising from services provided by the Contractor for the Orderer are set in the current price lists of the Contractor. Any changes to fees for services will take place via written notification of the Orderer by the Contractor. New fees for services are in force from the day of notification on new price lists. The list of additional services and the price lists are made available to the Orderer upon his request.
4. Fees for installation, monthly phone contract, phone bills, Internet connection including settlement units, switching of incoming calls to an external number agreed upon with the Orderer, and any other fees arising out of the use of phones or the Internet, termed later telecommunications services, are payable by the Orderer according to the price list of the Contractor, to the bank account of the Contractor at the Bank Zachodni WBK, 4th Warsaw branch, IBAN no. PL46 1090 1056 0000 0000 0604 4548, BIC code WBKPPLPP, according to the issued invoices, without additional requests, in advance, within 5 days from the date of their issue. Any delays in payment form the basis to charge and effect statutory interest.
5. The Orderer authorises the Contractor to issue VAT invoices without the signature of the Orderer according to the provisions of the law.

§ 4 DETAILED PROVISIONS

1. The contract is signed for an indefinite period of time, and is in force from November 16, 2009.
2. The Orderer, before the signing of the Contract, is obliged to transfer in cash, or as a money transfer to the account of the Contractor at the Bank Zachodni WBK, 4th Warsaw branch, IBAN no. PL46 1090 1056 0000 0000 0604 4548, BIC code WBKPPLPP, a guarantee in the amount equal to three months' remuneration, as described by the Contract. The amount of the guarantee forms security of claims of the Contractor as arising out of this Contract.
3. The Contractor may deduct from the guarantee sum, apart from rent and service fees, in case of their delayed payment by the Orderer, also the costs of repairs mentioned in § 2 p. 8. In such a case, the Orderer is obliged to supplement the guarantee sum to its full amount within 5 days from receipt of an appropriate written call to do so.
4. The guarantee sum in its nominal amount will be settled or returned to the Orderer, unless circumstances arise substantiating its use otherwise.
5. The dissolution of this Contract may take place following a three month notice period by each Party to this Contract in written form, effective on the last day of the month.

6. The Contractor has the right to dissolve the contract effective immediately without notice in case the Orderer would evade payment of remuneration for 14 days from date of issue of any invoice, and in case of grave violations of the provisions of this Contract, particularly in case of lack of payment of the guarantee sum until the deadlines described in § 4 p. 2.

§ 5 FINAL PROVISIONS

1. For affairs not covered by this Contract, the current provisions of the law in force apply.
2. Legal invalidity - even partial - of particular provisions of this Contract does not influence the validity of the remainder of the Contract.
3. The Parties oblige to confidentiality of any data regarding the scope of the Contract, and any documents related to its execution.
4. In case a dispute should arise between the parties related to the interpretation or execution of this Contract, the Parties will strive to amicably solve the dispute by bilateral negotiations. Should an amicable solution to the dispute prove unreachable, all disputes shall be settled by the appropriate common court of law.
5. Transfer of the contract or any claims arising out of it is allowed upon consent of both Parties.
6. Any changes to provisions of this Contract will be executed as written annexes signed by both Parties.
7. The Contract was drawn up in three identical copies, one for each Party, and one for the Tax Authority.

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THE ORDERER

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THE CONTRACTOR