

AGREEMENT ON THE DISSOLUTION OF TAMPERE MAJA FOUNDATION AND DISTRIBUTION OF REMAINING ASSETS

1. PARTIES

1. Tampereen kaupunki (business ID: 0211675-2; "Tampere")

Representative / contact person: Satu Vuorinen

2. City of Tartu (business ID of Tartu City Government: 75006546; "Tartu")

Representative / contact person: mayor Urmas Klaas

together the "Parties".

2. BACKGROUND AND PURPOSE OF THE AGREEMENT

The Parties are the founding members of Tampere Maja foundation (the "Foundation") operating in Tartu, Estonia. Following various changes in the operating environment of the Foundation and the Parties' cooperation relating thereto, the Parties have decided to dissolve the Foundation. The Group Division of the City Board of Tampere made the decision on 20 May 2025 and Tartu City Council made the decision on 18 September 2025.

The Foundation will be dissolved through liquidation proceedings under Estonian law. The purpose of this Agreement is to agree on certain practical aspects relating to the liquidation proceedings and distribution of remaining funds and assets of the Foundation between the Parties.

3. LIQUIDATION PROCEEDINGS

The Parties have agreed that the Foundation will be terminated on 31 December 2025 and after that will follow the process of liquidation. Sakari Neuvonen shall act as the liquidator of the Foundation.

4. DISTRIBUTION OF REMAINING FUNDS AND ASSETS

According to section 7.3. of the articles of association of the Foundation, upon dissolution of the Foundation the remaining funds of the Foundation shall be divided equally between Tampere and Tartu. The following provisions shall serve as the basis for the liquidator to distribute the assets to the Parties.

Art Collection

The Foundation owns an art collection consisting of ca. 214 paintings by various artists. The Parties have made joint efforts in seeking an appraisal of the collection and based on the estimated value as well as the foreseeable inventory, preservation, and other similar costs the Parties have concluded that it is appropriate to preserve the collection as a whole. As the Art Museum of the City of Tampere has no use for the collection, Tartu has accepted to take possession of the collection.

The art collection shall be owned by Tartu. Tartu may also, at its discretion, nominate a third party to whom the art collection may be given in connection with the dissolution of the Foundation. Tampere has no claims or demands pertaining to the art collection.

Other movable property in the Tampere Maja building

The Foundation owns a small inventory of used furniture, electronics, and other similar items which have no significant monetary value.

Tampere has no claims or demands relating to these items. The items may be left to next user of the premises, to the extent accepted by the next user, recycled or otherwise disposed of by the liquidator, or given to Tartu.

Remaining funds

Representatives of the Foundation have estimated that after the Foundation's activities have been terminated and all claims of the Foundation's creditors have been satisfied in connection with the dissolution of the Foundation as required by Estonian law, the Foundation will have approximately 20.000 euros remaining. The Parties have agreed that these remaining funds are to be transferred to Tartu on the condition that Tampere's share (1/2) is used solely for start-up and other similar costs of the newly established culture association "Ainola Keskus ry."

5. GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement shall be governed by Finnish law, excluding its choice of law provisions and the United Nations Convention on Contracts for the International Sale of Goods (CISG).

Failing amicable settlement by the Parties, any disputes arising from or relating to this Agreement shall be resolved in the District Court of Pirkanmaa, Finland.

6. DATE AND SIGNATURES

City of Tampere

City of Tartu

Lauri Savisaari, Director

Urmas Klaas, Mayor