1. LESSEE: Obecní dům, a.s.

Registered office: nám. Republiky 1090/5, 111 21 Prague 1, Czech Republic

ID no.: 27251918

Tax reg. no.: CZ27251918 (being a VAT payer)

Represented by: Mgr. Vlastimil Ježek, Chairman of the Board of Directors

and Mgr. Jan Lacina, Vice-chairman of the Board of

**Directors** 

Entry in the Commercial Register: Municipal Court in Prague, Section B, Insert no. 9990

Bank account at: ČSOB a.s., Prague 1
Bank account no.: 220080516/0300

(hereinafter referred to as the "Lessee")

and

2. SUB-LESSEE: ME ET ME Ltd.

Registered address/address: BULIĆEVA 8, 10000 Zagreb, Croatia

ID no.: 63634588885 Tax reg. no.: HR63634588885

Represented by: Sanja Ivančević, Managing Director Bank account at: Privredna Banka Zagreb D.D. Bank account no.: HR5723400091110456270

Entry in the Commercial Register: Commercial Court in Zagreb, Insert no.Tt-18/31491-2

(hereinafter referred to as the "Sub-lessee")

and

(Lessee, Sub-lessee father referred together as the "Parties")

concluded on the below date this

AMENDMENT No. 1
to the
Contract No. O-97-2019
for short-term sub-lease of premises intended for commercial use
in Obecní dům in Prague
sign by date 30.12.2019

/ hereinafter referred to "Amendment"/

### **PREAMBLE**

On 30<sup>th</sup> December 2019 the Lessee and the Sub-Lessee entered into a Contract No. O-97-2019 for short-term sub-lease of premises intended for commercial use in Obecní dům in Prague on the basis of which they agreed the contractual conditions of short-term sub-lease of specified premises in the building of Obecní dům to the Sub-lessee to be used for exact period from 2:00pm 19.6.2020 to 2:00am 20.6.2020 (hereinafter referred to "Rental Contract") for the purpose of organizing gala dinner at Smetana Hall, Gregr Hall, Palacky Hall, Mayor's Hall

The Lessee and the Sub-Lessee agreed to change the term of sub-lease under the Rental Contract because of COVID-19 and that is why they entered into this Amendment.

# I. Object of the Amendment:

- 1. The Lessee and the Sub-Lessee agreed on rescheduling of the event from 19.6.2020 to **4.6.2021**. By this agreement of the Parties also cancel Annex No.1 to the Rental Contract and this Annex No. 1 is replaced by a new Annex No. 1 that is integral part to this Amendment No. 1.
- 2. The Parties agreed to change below mentioned article of the Rental Contract:

#### Article No. VI. Security deposit is cancelled and replaced by a new text as below mentioned:

The Sub-lessee undertakes to pay a security deposit of 100% of the sum representing the agreed payment for the sub-lease and the lump sum, all including the VAT, that is a sum totalling xxx CZK based on an invoice issued by the Lessee. The security deposit is payable to the above-specified Lessee's account no later than 7 days before the commencement of the event. Should the Sub-lessee fail to pay the security deposit or any other related instalments before the below due date, the Lessee shall be entitled to unilaterally withdraw from this Contract and Sub-lessee shall pay the agreed contractual penalty to the Lessee for failure of a contractual obligation parties in the amount equal to the security deposit without value added tax. In the event that the Sub-lessee pays partial payment on the security deposit, the Lessee is entitled to use (compensate) that partial payment on contractual penalty in accordance with this Article VI. of the contract.

The Lessee's right to contractual penalty is not affected by such a unilateral withdrawal by the Lessee from this Contract.

Due date	Sum (CZK)	Percentage of the security deposit
28.5.2021	XXX	100.00

The security deposit shall secure that any obligations of the Sub-lessee ensuing from this Contract are performed and that any claims arisen to the Lessee due to any breach of this Contract by the Sub-lessee are settled.

The contracting parties agree that the security deposit paid to the Lessee by the Sub-lessee as stipulated in this Contract will not be subject to interest throughout the duration of this Contract.

## Article No. VIII. Paragraph VIII.3 is cancelled and replaced by a new text as below mentioned:

In the event of a withdrawal by the Sub-lessee from the Contract as a whole, the parties have agreed on compensation. The compensation shall be determined based on the agreed payment as follows:

- 100%, if the Sub-lessee's written notice is delivered any time prior to the first day of the sub-lease under this Contract.
- 3. The Lessee may draw the compensation for withdrawal from the security deposit (under Clause VI hereof) if the security deposit has been at least partially credited to the Lessee's account. If the security deposit has not been credited by the Sub-lessee to the Lessee's account even partially or if the security deposit does not cover the agreed compensation, the Lessee shall send the Sub-lessee a tax and accounting document (an invoice) for the pertinent withdrawal compensation or the difference and the Sub-lessee is obliged to pay it before the due date specified in the invoice. Other provisions of the Rental Contract shall remain unchanged by this Amendment.

# II. Final provisions:

- 1. This Amendment comes into force on the day of its signature by all the Parties.
- 2. Any changes of this Amendment are possible only in a written form along with the signature of all Parties.

3.	The Amendment	is	executed	in	two	English	counterparts,	of	which	each	Party	shall	obtain	one
	counterpart.													

- 4. This Amendment is governed by a generally binding legislative of the Czech Republic, especially by the relevant provisions of the Civil Code in valid wording.
- 5. The following annexes make inseparable parts of this Agreement:
  - Annex No. 1 to the Rental Contract in new version

Signed on: 24.6.2020	
Lessee:	Sub-lessee:
Mar Vlastimil lažak	Conia Ivanžović
Mgr. Vlastimil Ježek Chairman of the Board of Directors	Sanja Ivančević Managing Director
Obecní dům, a.s.	ME ET ME Ltd.
Mgr. Jan Lacina	
Vice-chairman of the Board of Directors	
Obecní dům, a.s.	