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: Semmelweis University

Registered address/address: Üllői út 26, 1085 Budapest, Hungary

Bank account no.: xxx

Entry in the Commercial Register: 88-TNY-1866-2/2019-329804

(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-06-2020 for short-term sub-lease of premises intended for commercial use in Obecní dům in Prague sign by date 12.2.2020

/ hereinafter referred to "Amendment"/

### **PREAMBLE**

On 12<sup>th</sup> February 2020 the Lessee and the Sub-Lessee entered into a Contract No. O-06-2020 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 4:00 to 10:00 p.m. (hereinafter referred to "Rental Contract") for the purpose of organizing concert at Smetana Hall.

The Lessee and the Sub-Lessee agreed to change the term of sub-lease under the Rental Contract because of pandemic 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 14.3.2020 to 27.9.2020. 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. 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-lesse
under this Contract.

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.

- 3. Both parties agreed that in case of Force Majeure (for example pandemic COVID-19) the Parties shall take all reasonable steps to fulfil their liabilities during the event of Force Majeure. In case either Party is unable to fulfil its liability due to the event of Force Majeure the Parties shall negotiate an amendment to the Contract, or choose to apply the provisions of the contract on termination and withdrawal. Force Majeure must be proved by the official authority of the Czech Republic.
- 4. Other provisions of the Rental Contract shall remain unchanged by this Amendment.

## II. FINAL PROVISIONS

Signed on: 30.6.2020

- 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 four (4) English counterparts, of which each Party shall obtain two (2) counterparts.
- 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 Amendment:
  - Annex No. 1 to the Rental Contract in new version

Lessee:	Sub-lessee:
Mgr. Vlastimil Ježek Chairman of the Board of Directors Obecní dům, a.s.	xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx
	xxxxxxxxxxx Director of Finance Semmelweis University (Countersignature)