

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: **Star Entertainment GmbH**
Registered address/address: Friedrichstrasse 125, 10117 Berlin, Germany
Tax reg. no.: DE 812837329
Represented by: Jaka Bizilj, CEO
Bank account at: Deutsche Bank 24, Germany
Bank account no.: IBAN: GB50MYMB23058027367003
Entry in the Commercial Register: HRB 77680 (District Court Amtsgericht Charlottenburg)

(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-92-2020
for short-term sub-lease of premises intended for commercial use
in Obecní dům in Prague
sign by date 22.12.2020**

/ hereinafter referred to „**Amendment**“/

PREAMBLE

On 22nd December 2020 the Lessee and the Sub-Lessee entered into a Contract No. O-92-2020 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 15.10.2021, 12:00 o'clock to 16.10.2021 1:00 o'clock (hereinafter referred to „**Rental Contract**“) for the purpose of organizing **concerts** at Smetana 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.

This rent contract till date of sign this Amendment is still valid and it wasn't cancel by an agreement or written withdraw of the contract either Lessee or Sub-lessee.

I. Object of the Amendment:

1. The Lessee and the Sub-Lessee agreed on rescheduling of the event from 15.10.2021 to **4.2.2022**. 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. III. is cancelled and replaced by a new text as below mentioned:

The Lessee shall hereby relinquish the below-specified non-residential premises situated in the building of Obecní dům to the Sub-lessee to be used for a determinate period from 4.2.2022, 13:00 o'clock to 5.2.2022, 1:00 o'clock and the Sub-lessee hereby accepts these premises for his use:

Smetana Hall

(hereinafter referred to as the “**subject of the sub-lease**”).

The Sub-lessee shall use the subject of the sub-lease for the purpose of organizing **concerts**

(hereinafter referred to as “**event**”) in the period from **13:00 to 22:00** o'clock for a maximum number of participants as specified in the Smetana Hall seating layout (**Annex No. 6**), who shall use the subject of the sub-lease in compliance with the purpose of the sub-lease and with the Sub-lessee's consent. The subject, purpose and term of the sub-lease as well as the payment for the sub-lease are all specified in **Annex No. 1** hereto, which is an indivisible part of this Contract.

The Lessee and Sub-lessee shall document the handover and takeover of the subject of the sub-lease upon commencement of the sub-lease and also upon termination of the sub-lease in the form of a written report. A sample report is in **Annex No. 5** hereto.

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

The Lessee's right to contractual penalty is not affected by such a unilateral withdrawal by the Lessee from this Contract. 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 CZK xxx 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
paid 12.10.2020	xxx	7,16
28.1.2022	xxx	92,84

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:

- 80%, if the Sub-lessee's written notice is delivered any time prior to the day 6.12.2021 included
- 100%, if the Sub-lessee's written notice is delivered any time after 6.12.2021 and prior to the first day of the sub-lease under this Contract

Article No. IX. Paragraph VIII. 4. is cancelled and replaced by a new text as below mentioned:

No later than on 21.1.2022 shall Mrs. **xxx** comes, as a representative of the Sub-lessee, to the above address of the Lessee to discuss the particulars of the sub-lease (event) with an authorized employee of the Lessee (hereinafter referred to as "**administrator**"). Should this representative be changed in the meantime, the Sub-lessee is obliged to notify the Lessee of such a fact in writing and without undue delay. Should he fail to do so, no other person shall be considered to be a representative of the Sub-lessee under this section of 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 (2) English counterparts, of which each Party shall obtain one (1) 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: 12.10.2021

Lessee:

Sub-lessee:

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Mgr. Vlastimil Ježek
Chairman of the Board of Directors
Obecní dům, a.s.

.....
Jaka Bizilj
CEO
Star Entertainment GmbH

.....
Mgr. Jan Lacina
Vice-chairman of the Board of Directors
Obecní dům, a.s.