
AN AGREEMENT ABOUT THE TRANSFER OF RIGHTS AND OBLIGATIONS ARISING FROM A SUB-LEASE CONTRACT

On the below stated day, month and year the following parties

1. **Obecní dům, a.s.**, ID no.: 272 51 918, registered office: Prague 1, nám. Republiky 1090/5, 111 21, entered in the Commercial Register of the Municipal Court in Prague, Section C, Insert no. 9990, represented by Mgr. Vlastimil Ježek, Chairman of the Board of the Directors, and Mgr. Jan Lacina, Vice-chairman of the Board of Directors

/hereinafter referred to as "**Lessee**", being the first party to the agreement/

and

2. **CONCERT MEDIA AG**, ID no.: CHE-386.806.694 (Swiss UID), Tax reg. no.: CHE-386.806.694 (Swiss UID), pay VAT in Czech Republic, registered office: Mönchhofstrasse 1, 8802 Kilchberg ZH, entered in the Commercial Register of Canton Zurich, represented by Michael Zukernik, Director

/hereinafter referred to as "**Sub-lessee**", being the second party to the agreement /

and

3. **CONCERT MEDIA s.r.o.**, ID no.: 17065801, Tax reg. no.: not a VAT payer, registered office: Prague 1, Revoluční 724/7, 110 00, entered in the Commercial Register of the Municipal Court in Prague, Section C, Insert no. 366007, represented by Michael Zukernik, Director

/hereinafter referred to as "**New Sub-lessee**", being the third party to the agreement/

For the purposes of this agreement, the Lessee, Sub-lessee and New Sub-lessee are referred to as "**Contracting Parties**"

concluded this:

agreement about the transfer of rights and obligations arising from a sub-lease contract

/hereinafter referred to as "**Agreement**"

I.

Introductory Provisions:

1. On 7 December 2021, the Lessee and the Sub-lessee concluded Contract for the short-term sub-lease of premises intended for commercial use in Obecní dům v Praze no. O-75-2021 /hereinafter referred to as "**Contract**", which specifies as its subject the sub-lease of premises specified in the Contract for a fixed period between 2022–2025 for the purpose of concerts. On the date of the conclusion of this Agreement, the Contract is in force and was not terminated by notice or a mutual agreement between the Lessee and Sub-lessee.
2. By signing this contract, the New Sub-lessee declares that prior to concluding this Agreement, they have been fully acquainted with the content of the Contract and with the obligations for the Sub-lessee arising from the Contract specified in Section 1 herein and that they have no objections to the Contract.
3. The Contracting Parties declare their common intent to conclude this Agreement under the contractual conditions specified herein.

II.

Subject of the Agreement:

1. The Contracting Parties have agreed to transfer the rights and obligations arising for the Sub-lessee from the Contract to the New Sub-lessee in such a manner that the New Sub-lessee shall assume the rights and obligations of the current Sub-lessee arising from the Contract on the day when this Agreement comes into effect and the Sub-lessee shall cease to be a Contracting party in the relationship arising from the Contract on the date when this Agreement comes into effect.

2. Based on this Agreement, all Sub-lessee's rights and obligations arising from the Contract are transferred to the New Sub-lessee. Beginning on the date when this Agreement has come into effect, the New Sub-lessee undertakes to fulfill all obligations towards the Lessee arising from the Contract.
3. The New Sub-lessee declares to the Lessee that as of the date of the concluding of this Agreement, they have sufficient financial resources at their disposal that allow them to fulfill all financial obligations arising from the Contract for the duration of the lessor-lessee relationship as stipulated in the Contract.
4. By signing this Agreement, the Sub-lessee and the New Sub-lessee expressly declare that as of the date of the conclusion of this Agreement they have settled their mutual financial claims arising from the Contract. The Sub-lessee and the New Sub-lessee thus acknowledge and agree that based on this transfer of rights and obligations arising from the Contract, the Lessee shall in the future deal exclusively with the New Sub-lessee and that the Lessee shall make any potential payments arising from the Contract to the New Sub-lessee. The Sub-lessee agrees to this unconditionally.
5. With regard to the above, the Lessee agrees with the transfer of the rights and obligations arising from the Contract from the Sub-lessee to the New Sub-lessee under the conditions specified in the Contract.

**III.
Final Provisions:**

1. This Agreement comes into force on the day when it has been signed by all Contracting Parties.
2. Any annexes or changes to this Agreement must be made in writing and must be signed by all Contracting Parties.
3. This contract has been made in three (3) counterparts in the Czech language and in three (3) counterparts in the English language, and each Contracting party shall receive one (1) counterpart of this Agreement in Czech and one (1) in English. Should there be any discrepancies between the English version and the Czech version, the Czech version shall prevail.
4. A copy of the Commercial Register entry which includes the information about the New Sub-lessee shall be annexed to this Agreement.
5. The Contracting Parties declare that they read this Agreement carefully and thoroughly before signing it and that it was concluded after mutual discussion in accordance with their true and free will, seriously, definitely and intelligibly, not under duress, under noticeably unfavourable conditions and that they are competent to perform legal acts.

As an expression of agreement with the content of this Agreement, the Contracting Parties attach their signature.

In Prague on (date) 22.7.2022

Obecní dům, a.s.

Mgr. Vlastimil Ježek, Chairman of the Board of Directors

CONCERT MEDIA AG

Michael Zukernik, Director

Obecní dům, a.s.

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

CONCERT MEDIA s.r.o.

Michael Zukernik, Director