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: Liberty Incentives and Congresses spol. s r.o.

Registered address/address: Jana Masaryka 331/50, 120 00 Praha 2

ID no.: 261 40 632
Tax reg. no.: CZ26140632
Represented by: xxx jednatel

(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 – O-34-2024
to the
Contract No. O-226-2024
for short-term sub-lease of premises intended for commercial use
in Obecní dům in Prague
sign by date 22.11.2024

/ hereinafter referred to "Amendment"/

#### **PREAMBLE**

On 22.11.2024 the Lessee and the Sub-Lessee entered into a Contract No. O-226-2024 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 25.3.2025 08:00am to 26.3.2025 2:00am (hereinafter referred to "Rental Contract") for the purpose of organizing gala dinner at Smetana Hall + foyer, Gregr Hall, Confectionery, Dining Parlour 1

### I. Object of the Amendment:

- 1. The Lessee and the Sub-Lessee agreed on adding Sladkovský hall. 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. Subject, term and purpose of the sub-lease 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 25.3.2025 from 08:00 o'clock to 26.3.2025 02:00 o'clock and the Sub-lessee hereby accepts these premises for his use:

Smetana Hall + Foyer, Grégr hall, Confectionery, Dining Parlour 1,2,3, Sladkovský hall, Rieger and Palacky 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 gala dinner (hereinafter referred to as "event") in the period from 18:00 o'clock to 23:00 o'clock for a maximum of 600 participants, who shall use the subject of the sub-lease in compliance with the purpose of the sublease 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 <a href="Annex No. 1">Annex No. 1</a> hereto, which is an indivisible part of this Contract.

The Lessee and Sub-lessee shall document the handover and takeover 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. V. Payment for the sub-lease and services is cancelled and replaced by a new text as below mentioned:

Both parties agreed payment for the use of the subject of the sub-lease is CZK xxx + VAT (hereinafter referred to as "payment for the sub-lease").

Basic services agreed upon by the contracting parties are included in the payment for the sub-lease as stipulated above in this article.

The price for additional services shall be determined based on the event report and the price list of additional services specified in **Annex No. 4** and in **Annex No. 5** hereto.

All stated sums do not include the value added tax (hereinafter referred to as "VAT"). All the above amounts will be charged to the Sub-lessee together with value added tax at the statutory rate.

#### 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 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
17.3.2025	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.

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.
- 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:13.3.2025

Lessee:	Sub-lessee:
Mgr. Vlastimil Ježek	xxx
Chairman of the Board of Directors	Sub-lessee's representative
Obecní dům, a.s.	Liberty Incentives and Congresses s r.o.
Mgr. Jan Lacina	
Vice-chairman of the Board of Directors	
Obecní dům a s	