

## **SUBLEASE AGREEMENT**

**THIS SUBLEASE AGREEMENT** (the “Agreement”), made and entered into as of the 1 day of January, 2025, by and between **NC STATE UNIVERSITY PARTNERSHIP CORPORATION** (“Sublandlord”), and **CHARLES UNIVERSITY** (“Subtenant”). Sublandlord and Subtenant may be referred to in this Agreement individually as a “Party” or collectively as “Parties.”

**WHEREAS**, Perpetum a.s. is the owner of the building situated at the address Karlova 144/27 and Malé náměstí 144/1 Prague 1, the Czech Republic, registered at the land register district Prague-City, the cadastral area Staré Město, LV 74, no. 144, located and being part of the parcel no. 106 (the “Building”); and,

**WHEREAS**, Sublandlord is the tenant under a certain Lease Agreement dated May 16, 2017 as amended (the “Prime Lease”) with Perpetum a.s. as landlord (“Prime Landlord”), pursuant to which Sublandlord leases from Prime Landlord certain non-residential premises (the “Leased Premises”) consisting of approximately:

- (i) 376 sqm located on the ground floor of the Building (in the Prime Lease referred to as the “Ground floor”); and
- (ii) 161 sqm located on the ground floor of the Building (in the Prime Lease referred to as the “Glazed Passage and Courtyard”); and
- (iii) 571 sqm located on the 1<sup>st</sup> floor of the Building (in the Prime Lease referred to as the “1<sup>st</sup> floor”); and
- (iv) 388 sqm located on the 2<sup>nd</sup> floor of the Building (in the Prime Lease referred to as the “2<sup>nd</sup> floor”); and
- (v) 161 sqm located on the 2<sup>nd</sup> floor of the Building (in the Prime Lease referred to as the “2<sup>nd</sup> floor”).

**WHEREAS**, Subtenant desires to sublease from Sublandlord a portion of the Leased Premises in accordance with the terms and conditions more particularly described below.

**NOW THEREFORE**, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### **1. Premises and Common Areas.**

- a. **Sublease of Premises.** Subject to the terms and conditions of this Agreement, Sublandlord hereby agrees to sublease to Subtenant, and Subtenant hereby agrees to sublease from Sublandlord, approximately 128 sqm of space on the 1<sup>st</sup> floor of the Building consisting of the areas identified as 2.15, 2.16, 2.21, 2.27, 2.28 and 2.29 on the floor plan attached hereto as **Exhibit A**, incorporated herein by reference (the “Premises”).
- b. **Common Areas.** Subtenant shall have the non-exclusive right to use, in common with Sublandlord and all other tenants in the Building, Common Areas in the Building designated by the Prime Landlord for common use.

- c. Purpose of the Sublease. The Premises shall be used by the Subtenant only as offices for the performance of Subtenant's business activity – education, lectures, and offices. Subtenant is not authorized to use the Premises for any other purposes.
2. **Term.** The term of this Agreement is for two (2) years, commencing effective as of January 1, 2025 (the "Commencement Date"), and terminating on January 1, 2027 (the "Term").
3. **Rent, CAM charges and Utilities**
  - a. Subtenant shall pay Sublandlord a monthly rent of 2,092 USD during the Term (the "Rent"). This is subject to yearly indexation
  - b. CAM Charges. Subtenant shall pay its proportionate share of the Building Management Service provided by Prime Landlord pursuant to Section 5 of the Prime Lease, which the Parties agree shall be 892 USD per month and also subject to a yearly indexation based on real costs
  - c. Utilities. Subtenant shall pay its proportionate share of the Services delivered to the Premises pursuant to Section 5 of the Prime Lease, including internet, electricity, water and sewage, gas, telephone, heating, cooling, and rubbish disposal, which the Parties agree shall be a proportional percentage of the amount billed by the suppliers of those Services. Invoices will be generated quarterly
  - d. Payment of Rent. Rent and CAM charges shall be payable quarterly, without demand, deduction, abatement, or set off, after receipt of an invoice to Pullen Rd Box 7201, Raleigh, NC 27695-7201. The utilities will be paid monthly or quarterly, depending on the receipt of an invoice from the utility supplier.
4. **Facilities.** SUBTENANT ACCEPTS THE PREMISES ON AN "AS IS, WHERE IS" BASIS WITH ALL FAULTS, KNOWN OR UNKNOWN, PATENT, LATENT OR OTHERWISE. Sublandlord shall not be required to perform any work, install any fixtures or equipment, or render any services to make the Premises ready or suitable for Subtenant's use or occupancy. At the end of the Term, Subtenant shall return all keys to the Premises (and any other areas of the Building that have been provided for Subtenant's access) and peaceably surrender the Premises in as good order and condition as on the Commencement Date, reasonable use, ordinary wear and tear, and damage by fire, war, riots, insurrection, public calamity, by the elements, by act of God, or by circumstances over which Subtenant had no control or for which Sublandlord is responsible pursuant to this Agreement, excepted.
5. **Services.** Sublandlord shall use commercially reasonable efforts to ensure that Prime Landlord continues to provide the Services and Building Management Service, as those terms are defined in Article 5 of the Prime Lease, throughout the Term.

6. **Repairs and Maintenance.**

- a. The repair and maintenance of the Premises shall be governed by the Prime Lease.
- b. Subtenant shall be responsible, during the Term, for all maintenance, repair and restoration obligations of Sublandlord for the Premises under the Prime Lease. Without limiting the foregoing, during the Term, Subtenant shall be responsible for maintaining and keeping the Premises in the condition Sublandlord is required to maintain and keep pursuant to Article 10 of the Prime Lease.
- c. With respect to work, services, repairs and the performance of other obligations required of Prime Landlord under the Prime Lease with respect to the Premise, the Building and the Common Areas, upon receipt of notice from Subtenant that Prime Landlord has not performed in accordance with the requirements of the Prime Lease, Sublandlord shall exercise commercially reasonable efforts to ensure that Prime Landlord fulfills such obligations.

7. **Sublandlord's Entry of Premises.** Subtenant agrees to permit Sublandlord, and Prime Landlord and their designees, the right to enter and inspect the Premises, at reasonable times and upon reasonable prior notice (which may be oral or by email and be no less than two business days in advance), except in the event of emergency, when no such restrictions or requirements shall apply, and to make necessary repairs to the Premises.

8. **Insurance.**

- a. Subtenant shall be obliged to purchase and maintain throughout the Term comprehensive commercial insurance commonly required in connection of business activity of Subtenant and its use of the Premises, including, without limitation, third party liability insurance. Such insurance shall be purchased and maintained with a reputable insurance company duly registered in the Czech Republic.
- b. Subtenant is obligated to have its own insurance policy to cover any and all damages (including lost profits and business interruption). The Parties agree that Subtenant's right to compensation for any and all damages (including lost profits and business interruption), which may arise in the future towards Sublandlord or Prime Landlord under or in connection with this Agreement or other persons' obligations is limited up to the amount of CZK 5,000,000,-. Subtenant shall claim the damages exceeding such limit solely with the insurance company with whom Subtenant has concluded the commercial insurance in accordance with this Section 8. Such damage shall never be claimed from Sublandlord or Prime Landlord.

9. **Indemnification.**

- a. Subtenant agrees to indemnify, defend and save harmless Sublandlord and Prime Landlord from any and all loss, claim or damage (including reasonable

attorneys' fees), from and after the Commencement Date by reason of any accident, injury or damage to person or property occurring in, upon or about the Building (including the Premises) and arising from the negligence or willful misconduct of Subtenant, its agents or employees, except as may be caused by or result from the negligence or willful misconduct of Sublandlord, its agents or employees, or Sublandlords' failure to perform its obligations under this Agreement.

- b. Sublandlord agrees to indemnify, defend and save harmless Subtenant from any and all loss, claim or damage (including reasonable attorneys' fees), from and after the Commencement Date by reason of any accident, injury or damage to person or property occurring in, upon or about the Building (including the Premises) and arising from the negligence or willful misconduct of Sublandlord, its agents or employees, except as may be caused by or result from the negligence or willful misconduct of Subtenant, its agents or employees, or Subtenant's failure to perform its obligations under this Agreement.
10. **Alterations.** Subtenant shall not make any alteration, improvements, fitting out works or any other changes of the Premises without Sublandlord's prior written consent and subject to the provisions of Article 10(7) of the Prime Lease, the consent of the Prime Landlord.
  11. **Assignment or Subletting.** Subtenant shall not assign this Agreement nor sublet the Premises or any part thereof, nor allow use of the Premises by any third party.
  12. **Casualty.** If the Premises are destroyed by fire or other casualty, the terms of the Prime Lease shall control.
  13. **Termination.** An "Event of Default" shall occur when either Party fails to perform or observe any term or provision of this Agreement and such failure shall continue for a period of thirty (30) days after receipt of written notice thereof from the non-offending Party to the offending Party specifying in detail the nature of such failure; provided, however, if such failure cannot reasonably be cured within such thirty day (30) period, an Event of Default shall not be deemed to have occurred so long as the offending Party has commenced efforts to effect a cure within such thirty (30) day period and is diligently pursuing such cure to completion within a reasonable time, not to exceed fifty (50) days after the notice of default. If any Event of Default shall occur, the non-defaulting Party shall be entitled to terminate this Agreement immediately and enforce its rights and remedies by suit, action at law, or other appropriate proceeding.
  14. **Holding Over.** If Subtenant should remain in possession of the Premises after the termination or expiration of the Term without execution of a new sublease, then Subtenant shall be deemed to occupy the Premises solely as a tenant at sufferance, subject to all covenants and obligations of this Agreement and at a rental rate equal to two hundred percent (200%) of the monthly Rent in effect immediately prior to the expiration or termination plus all additional rent and other charges as provided in this Agreement, but in no event shall such holding over operate to extend the Term or grant Subtenant any continued right of occupancy in the Premises.

15. **Force Majeure.** Neither Party hereto shall be liable to the other Party for any delay or failure of performance hereunder as the result of any cause beyond its control, including acts of God, acts of government, wars, riots, revolutions, upon the condition that the Party whose performance is affected thereby shall promptly inform the other Party by notice in writing of such events. In the event that performance shall be delayed for a period of more than six months from any such event, the other Party not then in breach or default hereunder, shall have the right to terminate this Agreement by written notification to the other Party.
16. **Notices.** All notices shall be in writing and shall be deemed to be duly given only if delivered personally or delivered by a recognized overnight courier service, or mailed by registered or certified mail, return receipt requested, at the address given below, or such other address as may hereafter be designated by notice in writing:
- If to Subtenant:  
Faculty of Arts, Charles University  
nám. Jana Palacha 1/2  
116 38 Prague 1
- If to Sublandlord:  
NC State University  
Malé náměstí 144/1  
110 00 Praha 1
17. **Waiver of Rights.** The failure of either Party to insist in any instance upon strict performance of any of the terms and conditions herein set forth shall not be construed as a waiver of the same in any other instance.
18. **Entire Agreement.** This Agreement contains the entire agreement of the Parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions to this Agreement shall be in writing and executed by the authorized representatives of both Parties.
19. **Governing Law and Jurisdiction.** The terms of the Prime Lease control with respect to governing law and jurisdiction.
20. **Severability.** Should any provision of this Agreement be declared illegal, void, or unenforceable under applicable law, or shall be considered severable, the Agreement shall remain in force and be binding upon the Parties hereto as though the said provision had never been included.
21. **Prime Lease.** Notwithstanding any provision of this Agreement to the contrary, in the event the Prime Lease shall be terminated for any reason, this Agreement shall terminate, and the Parties shall have no further liability to each other hereunder except as expressly provided herein. Sublandlord shall use all reasonable efforts to provide Subtenant as much advance notice as possible of any termination of the Prime Lease.

Subtenant acknowledges that it has reviewed and is familiar with the terms, covenants, and conditions of the Prime Lease which are hereby incorporated herein by reference

in their entirety. Subtenant assumes and agrees, except as otherwise provided herein, to perform, observe and comply with all of the terms, covenants and conditions on the Sublandlord's part to be performed, observed and complied with under the Prime Lease as the same may or shall relate to the occupancy or use of the Premises. Except as set forth in this Agreement, this Agreement is expressly made subject to all of the terms, covenants and conditions of the Prime Lease.

22. **Prime Landlord's Consent.** This Agreement is executed subject to the written consent of the Prime Landlord as set forth below.

23. **Contract Register.**

- a. Both Parties are restricted to treat any personal data obtained, processed or used in any other way for the purposes of or in connection with this Agreement strictly in accordance with the applicable laws and legislation, including the General Data Protection Regulation of EU and its implementing legislation in particular.
- b. The Parties are aware of and agree with the publication of the Agreement by Subtenant in accordance with Act no. 340/2015 Sb., concerning special conditions regarding the effect of some Contracts, their publication, and the Contract Register (Contract Register Act), as amended (hereinafter the „Act on the Register of Contracts“), immediately after signing the Contract.
- c. The Parties state that the Agreement does not contain commercially confidential information or information whose publication would lead to unauthorized access to the rights and obligations of the Parties, their representatives or their employees, and the Parties agree with the publication of the Agreement in its entirety. Nonetheless, prior to the Agreement's publication Subtenant is, if necessary, entitled to delete information which, according to the Act on the Register of Contracts, should not or need not be published. In the case that the publication of the Agreement would nevertheless lead to unauthorized access to the rights and obligations of the Parties, their representatives or their employees, each Party is responsible solely for the harm caused to itself, its own representatives, or employees.
- d. The Parties have agreed that this Agreement is entered into and takes effect on the day of its publication in the Contract Register in accordance with the Act on the Register of Contracts. The Parties are explicitly aware of and agree that the fulfilment of the Contract can take place only after it has taken effect. Subtenant undertakes to inform Sublandlord of the Contract's registration by sending a copy of the confirmation issued by the Contract Register administrator to the e-mail address given in the header of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN TESTIMONY WHEREOF, this Agreement has been executed by the parties hereto as of the date first set forth above.

**SUBLANDLORD:**

**NC STATE UNIVERSITY PARTNERSHIP CORPORATION**

By: \_\_\_\_\_  
Dana R. Harris  
President

**SUBTENANT:**

**CHARLES UNIVERSITY, Faculty of Arts**

By: \_\_\_\_\_  
Mgr. Eva Lehečková, Ph.D.  
Dean

**CONSENTED TO BY PRIME LANDLORD:**

**Perpetum a.s.**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT A**

Floor Plan

