

DODATEK č. 1

ke smlouvě o pronájmu nemovitosti ve Slavíčkově ulici č. 5, Praha 6-Bubeneč uzavřené dne 2. července 1999 mezi Velvyslanectvím Korejské republiky a Zdravotní pojišťovnou ministerstva vnitra České republiky.

[1] Čl. V, odst. 6 zní následovně

" V průběhu nájemného období může nájemce jednat o koupi pronajímaného objektu. Avšak podmínkou současně je, že české právní předpisy budou takový prodej umožňovat a že při prodeji bude postup daný českými právními předpisy dodržen.

[2] Čl. VI, odst. 2c) se vypouští.

1999 V Praze,



pronajímatel

ZDRAVOTN! POJIŠŤOVNA MINISTERSTVA VNITRA ČR Na Míčánkách 2 101 00 Praha 10



AMENDMENT No. 1

To the lease agreement concluded on 2 July 1999 between the Embassy of the Republic of Korea and the Insurance Company of the Ministry of Interior of the Czech Republic for the premises at Slavíčkova 5, Bubeneč, Prague 6.

[1] Article V, Paragraph 6 will be amended as follows

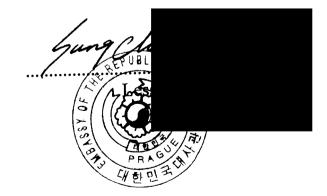
" During the rental period the lessee can negotiate the purchase of the leased real estate. But, Czech legal regulations should enable such a sale, and the procedure given by the Czech legal regulations should be observed.

[2] Article VI, Paragraph 2, Subparagraph c) will be deleted.



Lessor

ZDRAVOTNÍ POJIŠŤOVNA MINISTERSTVA VNITRA ČR Na Míčánkách 2 101 00 Praha 10



Agreement

on the lease of the real estate and the set of its equipment and furnishings

Contractual parties:

The Insurance Company of the Ministry of Interior of the Czech Republic, seated in Praha 10,

Na Micankach 2, represented by Mr. Otakar Smolík, the Director General of the Insurance bank connection: Investiční a Poštovní banka a.s., Štětkova 18, Praha 4 account No.: identification number: 47 11 43 04, Exempt from the commercial registrar (Annex 1) (hereinafter only "lessor")

and

The Embassy of the Republic of Korea represented by: H.E. Myung-Chul Hahm, Ambassador of the Republic of Korea (hereinafter only "lessee")

agreed to conclude this agreement on the lease of the real estate and the set of its equipment

Article I

Declaration of Ownership

The Lessor declares herewith, that it is the owner of the house No. 231, plot No. 711 and 712 in the quarter Bubenec, Prague 6, community Prague, Slavíčkova 5 (see the excerpt from the registrar of real estates in Annex 3) and it is entitled to conclude this Lease Agreement on the above real estate (hereinafter only "real estate").

Furthermore, the Lessor declares that no other person or entity has any right to use anyhow, enter or reside in this real estate, which is object of this agreement, and there is no legal burden on it.

Article II

Object of the Lease

The object of the lease is:

...

1. The real estate mentioned in the Article I.

2. The set of equipment and furnishings ((hereinafter only "movable property")

under the conditions set up in this agreement.

The object of the lease will be in detail described in the hand-over protocol which will be worked out upon the hand over of the real estate and movable property to the lessee. The protocol is an inseparable part of this agreement (appendix No.3).

The lessor will hand over to lessee the object of lease according to the Article I. of this Agreement and the lessee will take it over.

In connection with the hand-over of the object of lease the lessee will also take over the keys of the building. It is recommended to change the door locks for the security reasons and for the purpose of the property protection.

Article III **Purpose of the Lease**

1. The Lessee is entitled to use the Object of the Lease for the purpose of ensuring the activities of the Embassy of the Republic of Korea.

2. The Lessee is not entitled to lease the Object of the Lease, or its part, to the third person, for a payment or for free, unless the Lessor gives a written consent for this.

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Article IV The Rent

1. The rent set up by an agreement of the contractual parties is 8,300 USD (eight thousand three hundred US Dollars) monthly and it is payable always before the 10th day of a calendar month for which the rent is to be paid, and it will be transferred to the account of the lessor at the bank - Investicni a Postovni banka - unless the lessor advises the lessee on the change of the bank account.

2. As the payment of the rent in the sense of this Agreement, it is considered the crediting of the financial means on the above mentioned lessor account.

Article V Period of the Lease and its Termination

1. The Agreement is concluded for a definite period till 31 May, 2004.

2. After the expiry of this definite period, the period is changed into the indefinite one unless the lessor will not appeal the lessee in written before 31 December, 2003 to return the object of lease by 31 May, 2004.

3. The lessor may denounce this agreement in written in following case:

The gross violation of duties by the lessee. As a gross violation is considered that the lessee is using the premises of the real estate in contradiction with the purposes agreed in this Agreement, or in a case of a delay in rent payment exceeding one month, or in case when the lessee will lease the premises of the building or its parts to the third part without an approval by the lessor, eventually carries out constructions adjustments without a consent of the Lessor and the relevant authorities and the persons using the object of lease are violating in gross way the order and public peace.

The notice period in this case is three months. The notice period shall begin on the first day of the following month after the notice was delivered in written and terminates on the last day of the third month.

4. The lessee may denounce in written the lease agreement concluded for the definite period in case of the closure of the Embassy of the Republic of Korea.

The notice period is six months and it is counted in the same way as in the Article V. paragraph 3.

5. In case of the eventual future lease concluded for an indefinite period two parties are entitled to denounce this agreement in written with 6 months prior notice without stating no reason. The notice period is counted in the same way as in Article V. paragraph 3.

6. During the rental period the lessee can negotiate the purchase of the leased real estate.

7. In case that the lessor will sell the real estate to the lessee, the lease agreement expires on the day of the signing of the purchase agreement.

Article VI The rights and duties of the contractual parties

1. Rights and duties of the lessee

The lessee undertakes:

a) To use the object of the lease exclusively to the agreed purpose.

b) to fulfil on behalf of the lessor of the leased real estate at its expenses its duties as it would an owner, arising from the relevant legal regulations and technical norms, and that in particular:

- to remove without any delay all defects in passage of the pavement in front of the real estate, if the defects are caused by dirt, ice or snow,

- to ensure the prescribed revisions of devices and equipment which is a part of the object of lease,

- to ensure the fulfilment of the duties of owner in the field of the safety and protection of health and the fire protection,

c) to conclude own agreements with relevant suppliers of services - on the supply and payment of energy needed for the operating the real estate, including the phone connection (Telecom) and to make the relevant payments for the above supplies and services, d) to ensure at own expenses all minor current repairs and maintenance in the real estate including the relevant services to ensure the operational state of the real estate, to use and treat the property in a way it should not come to its inadequate wearing out or to the other depreciation,

e) to ensure in case of a breakdown the necessary measures to avert damages and to inform the lessor without delay,

f) to enable the lessor at its request the inspection of the state of the property including the way of its using and conditions agreed in this agreement (at maximum 4 times a year).

g) all things which make part of the set of equipment and furnishings in conformity with the protocol of things left to the lessee for use by the lessor, will be used exclusively within the premises of the building of the lessor and for activities to which this real estate is leased.

h) to restore without delay any damage of the leased property which was caused in connection with the lessee's activity and to restore it to the state before damage originated. If it is impossible the lessee is obliged to recompense such a damage in money.

i) in case when it is impossible to restore the damaged property by repair, to inform the lessor about this fact for the purpose to strike it out subsequently.

j) to inform the lessor without delay about such a default which prevent from the regular using of the leased real estate.

k) not to carry out the construction and construction-technical works without the written consent of the lessor. The lessee is obliged to take up these works with the relevant authorities.

1) to ensure and pay the insurance premuim for the property in his ownership located in the real estate within the period of 90 days from the signature of this agreement.

2. Rights and duties of the lessor

The lessor undertakes:

a) to provide the lessee with necessary co-operation in fulfilling the obligations of the lessee taken over in conformity with this agreement, in particular to provide the lessee all necessary documents including the eventual authorisations for dealing with the relevant authorities and organisations,

b) to pay the insurance policy for the leased property for case of its destroy by a disaster or theft and to pay the real estate tax.

c) that in case, that he decides to sell the object of the lease during the period of effect of this agreement and if the lessee observes all obligations and duties set up by the agreement, to accord the lessee the pre-purchase right for the purchase of the object of lease and that for the highest market price in the given place and time. However, there is a conditions that the Czech legal regulations will enable such a sale, and that the procedure given by the Czech legal regulations will be observed. If the lessee rejects the written offer, the lessor is entitled to sell the object of the lease to the third person.

Article VII The contractual fine

1. In case of the delay in payment by the lessee, both sides agreed on the penal fine amounting to the 0,1% of the overdue amount for every day of a delay.

2. The right of the lessor to get the recompense of the damage is not affected by this provision.

Article VIII

Settlement of mutual rights and duties in case of termination of the agreement

1. The lessee is obliged, upon the termination of the lease, to clean up the real estate and hand it over to the lessor together with the movable property in the original state, taking into account the current wear and tear by the appropriate use, maintenance and the carried out changes. There will be a written protocol worked out about that. The lessee is obliged to pay the eventual differences (caused damage).

2. The contractual parties agreed, that the real estate, returned in conformity with the provision of the paragraph 1, will be handed over and overtaken on the basis

of the hand-over protocol. Part of this protocol will be an inventory list of equipment and furnishings, concluded by the date of the termination of the contractual relation.

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Article IX Final Provisions

1. Changes and supplements to this Agreement can be made only by means of written annexations, each marked with number and signed by the representatives of both contractual parties.

2. This contract is made in 4 copies in the Czech language and 4 copies in the English language. Each party shall receive two copies in Czech and English. In case of difference of interpretation, the English text shall prevail. Any dispute will be solved according to the Czech legal regulations.

3. Unless explicitly stipulated otherwise in the contract hereto, the relations between the contractual parties are governed by the respective provisions of the Civil Code and other legal regulations of the Czech Republic, currently in force.

4. This Agreement becomes valid on the day of signature by both contractual parties and takes effect on 1 June, 1999.

Prague, 2 July 1999	
lessor	lessee
ZDRAVOTNÍ POJIŠŤOVNA MINISTERSTVA VNITRA ČR	

Na Míčankách 2

101 00 Praha 10

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