
**AMENDMENT NO. 11
TO THE LEASE AGREEMENT**

RUBÍN OFFICE CENTER

between

RUBÍN REAL S.R.O.

as lessor

and

OTE, A.S.

as lessee

AMENDMENT NO. 11 TO THE LEASE AGREEMENT DATED 3 AUGUST 2006

(the "**Amendment**")

entered into by the following parties:

- (1) **RUBÍN REAL s.r.o.**, with its registered office at Praha 8 - Karlín, Sokolovská 192/79, Post Code 186 00, Company ID: 281 74 232, registered in the Commercial Register maintained by the Municipal Court in Prague under file no. C 130604 (the "**Lessor**");

and

- (2) **OTE, a.s.** (formerly Operátor trhu s elektřinou, a.s.), with its registered office at Praha 8 - Karlín, Sokolovská 192/79, Post Code 186 00, Company ID: 264 63 318, registered in the Commercial Register maintained by the Municipal Court in Prague under file no. B 7260 (the "**Lessee**")

(The Lessor and the Lessee also jointly as the "**Parties**" or each individually as a "**Party**")

PREAMBLE

- (A) On 3 August 2006, the Lessor and the Lessee concluded the agreement on lease of certain business premises as amended by amendment no. 1 dated 13 April 2007, amendment no. 2 dated 31 December 2008, amendment no. 3 dated 31 August 2009, amendment no. 4 dated 20 October 2010, amendment no. 5 dated 6 September 2011, amendment no. 6 dated 1 July 2013, amendment no. 7 dated 29 December 2014, amendment no. 8 dated 12 June 2015, amendment no. 9 dated 27 April 2017 and amendment no. 10 dated 28 (hereinafter jointly together as the "**Lease Agreement**").
- (B) Since the Lessee exercised its right under point 3 (*Property*) in Part 1 - Overview of the Lease Agreement to expand the existing Property by the New Office Premises and the Lessor wishes to lease the New Office Premises to the Lessee, and the Parties have agreed on change in the Storage Premises and further amendments of terms and conditions of the Lease Agreement, the Parties are therefore entering into this Amendment.
- (C) All capitalised terms defined anywhere herein have for the purpose of this Amendment the meaning assigned to them in the specific provision; other capitalised terms not defined herein have the same meaning assigned to them in the Lease Agreement.

1. CHANGE IN THE STORAGE PREMISES AND FURTHER AMENDMENTS OF THE LEASE AGREEMENT

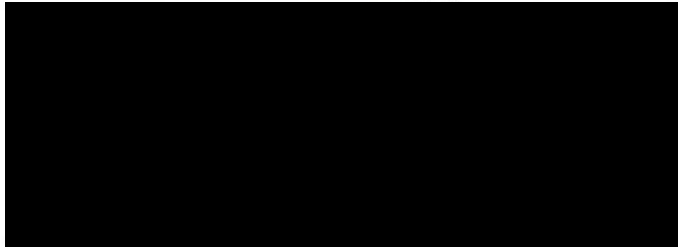
- 1.1 The Parties had orally agreed that the below stated amounts of Rent for the Office Premises I, rent for the Car Parking Spaces and rent for the Storage Premises would be applicable as of 1 July 2018 and their execution hereof confirms this oral agreement between the Parties and therefore, the current wording of letter a) in point (4) (*Payments under the Lease*) in Part 1 – Overview of the Lease Agreement is hereby cancelled and replaced with the following wording:

"a) *Rent*

Office Premises

██████████ + VAT with effect as of the day immediately following the Reconstruction Completion Date provided that the Lessor informs the Lessee about the Reconstruction Completion Date thirty (30) days before its occurrence at the latest (the "Rent for the Office Premises II"; the "Rent for the Office Premises I" and the "Rent for the Office Premises II" also jointly as the "Rent for the Office Premises")

Car Parking Spaces



Storage Premises

1.2 The current wording of letter b) in point (4) (*Payments under the Lease*) in Part 1 – Overview of the Lease Agreement is hereby cancelled and replaced with the following wording:

"b) *Service Charge advance payments for the share on the operating costs of the Building under the Sec. 3 (4) of the Terms and Conditions of this lease agreement in the amount of ██████████ per sq. m of the Property per month + VAT. The total area of the Building amounts to 10,857.55 sq. m.*"

1.3 As of 1 October 2018 the current wording of the definition "Property" in point (3) (*Property*) in Part 1 – Overview of the Lease Agreement is hereby cancelled and replaced with the following wording:

" *Business premises located in the building Rubin Office Centre, building no. 192 located on plot of land no. 291 in the cadastral area of Karlín, municipality of Prague (the "Building"). The business premises (non-residential premises) (the "Property") are specified below:*

- *Office premises with a total floor area of 1,060.97 sq. m, located on the 7th floor (8th NP, i.e. 8th above-ground floor) of the Building (the "Office Premises");*
- *fifteenth (15) car parking spaces nos. 67-69, 75-76, 87-88, 94-97, and 56-57 located on the 2nd underground floor of the Building and nos. 132-133 located on the 3rd underground floor of the Building (the "Car Parking Spaces");*
- *Storage premises with a floor area of 32.00 sq. m located on the 1st underground floor of the Building (the "Storage Premises") whereas for the purposes of calculation of rent and advance payments for the share on the operating costs of the Building the area of the Storage Premises is increased by 2.36 sq. m corresponding to the Tenant's share on the common corridor which means that the rent and advance payments for the share on the operating costs of the Building will be calculated from the total floor area of 34.36 sq. m.*

The Property is depicted in the Schedule 1 of this lease agreement."

1.4 As of 1 October 2018 the current plans of the storage premises contained in Schedule 1 of the Lease Agreement are hereby cancelled and replaced with the plans of the new Storage Premises which form Appendix 1 hereto.

- 1.5 The current wording of the fifth paragraph in point 2) of Sec. 4 (*Condition of the Property, maintenance*) in Part 2 – Terms and Conditions of the Lease Agreement: "If the Reconstruction Completion Date does not occur till 31 March 2019, the Lessor shall pay to the Lessee a contractual penalty of [REDACTED] of the Rent for the Office Premises II plus VAT for each day of delay." is hereby cancelled without any replacement.

2. **HANDOVER OF THE NEW OFFICE PREMISES**

- 2.1 The Lessee shall take over the New Office Premises from the Lessor on a date and at a time set by the Lessor (the "**Handover Date**"), provided that the day set out by the Lessor is a business day and the time is between 8:00 and 16:00; the Handover Date shall occur on 1 February 2019 at the latest, unless the Parties agree otherwise. The Landlord shall make every effort to hand over the New Office Premises for their reconstruction on 15 January 2019.
- 2.2 The Lessor is entitled to postpone the Handover Date in the event that the third party using the New Office Premises as at the date hereof shall not hand them back to the Lessor.
- 2.3 The Lessee shall, within the period of time from the Handover Date through 31 March 2019, perform the fit-out works in accordance with the Tenant's instructions (the "**Fit-Out Works II**").
- 2.4 Any entrance and stay of the Lessee (and third parties invited by the Lessee) in the New Office Premises between the Handover Date and 31 March 2019 is allowed for the exclusive purpose of execution of the Fit-Out Works II in accordance with this Amendment and the Lease Agreement, moving to the New Office Premises and preparing for their use.

3. **FIT-OUT WORKS IN THE NEW OFFICE PREMISES**

- 3.1 Under the conditions set out in the Amendment the Lessor shall carry out the Fit-Out Works II in the New Office Premises in accordance with relevant conditions set out in the appropriate consents, opinion and permits, issued by a public authority or in the Lease Agreement, whereas:
- 3.1.1 Expenses for the Fit-Out Works II, including the project management fee of a company appointed by the Lessor, up to the total amount of [REDACTED] per square meter of the New Office Premises (without VAT), i.e. up to the total amount of [REDACTED] (without VAT) (the "**Contribution II**") shall be borne by the Lessor whereas the amount of the project management fee will be agreed on separately on the basis of the scope and complexity of the works; if the Parties fail to agree on the project management fee, then the project management fee will correspond to (i) [REDACTED] of the expenses for the limited scope of works – tender for a planner, tender for a construction company and investor's supervision, or to (ii) [REDACTED] of the expenses for the limited scope of works - investor's supervision;
- 3.1.2 if the costs of the Fit-Out Works II including the project management fee exceed the Contribution II, the Lessee is obliged to pay the difference as extraordinary rent payable within fourteen (14) days from the delivery of the corresponding invoice issued by the Lessor;
- 3.1.3 in relation to scope, organization and performance of the Fit-Out Works II the Lessee shall act as Lessor's representative;
- 3.1.4 the Fit-Out Works shall be depreciated solely by the Lessor;

- 3.1.5 the Parties shall provide each other with full assistance and cooperation, in particular when obtaining building permit and other permits issued by a public authority (if required due to the scope or nature of the Fit-Out Works II);
- 3.1.6 the Lessor agrees with the restricted access to the staircase between the 6th and 7th floor of the Building only to the Lessee and to the Lessor and with the restricted use of the lift (programming, access by magnet cards, chips or similar) to the 7th floor of the Building (the lift to Pobřežní street), however, only if it is not against the fire safety regulations and building regulations required by the relevant public authorities.

4. MODIFICATIONS OF THE LEASE AGREEMENT

- 4.1 As of 1 April 2019, new paragraph of the following wording is added into point (3) (*Property*) in Part 1 - Overview of the Lease Agreement:

"- Office premises with a total floor area of 326.99 sq. m, located on the 6th floor (7th NP. i.e. the seventh above-ground floor) of the Building (the "New Office Premises")"

- 4.2 As of 1 April 2019, the plans of the New Office Premises which form Appendix 2 hereto are added into Schedule 1 of the Lease Agreement.

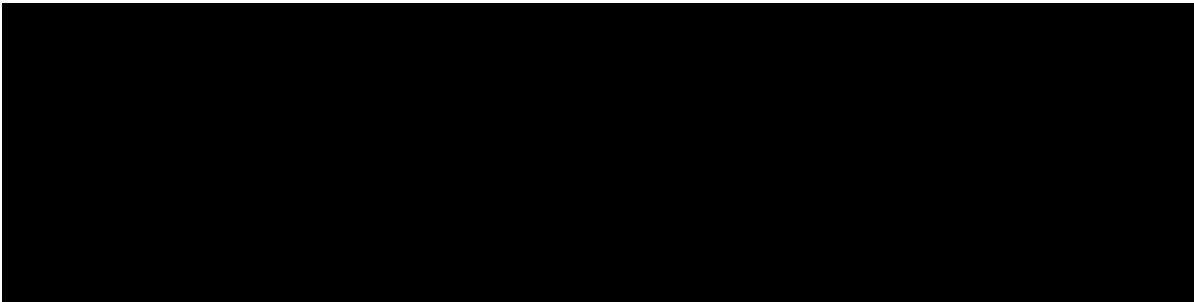
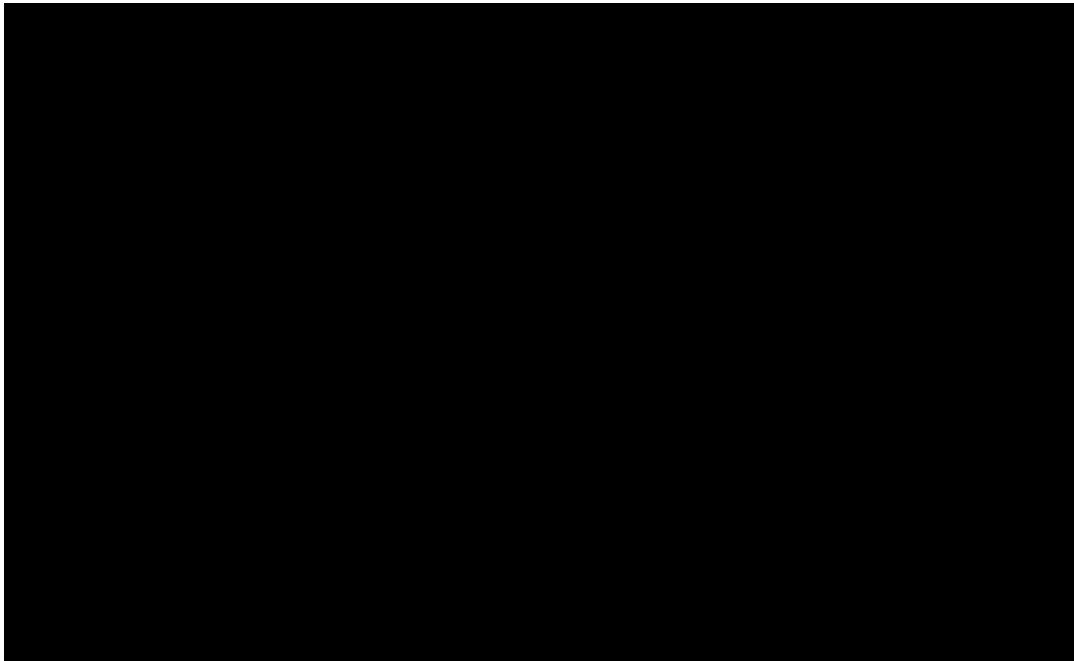
- 4.3 As of 1 April 2019, new paragraph of the following wording is added into letter a) in point (4) (*Payments under the Lease*) in Part 1 - Overview of the Lease Agreement:

"New Office Premises [REDACTED] + VAT (the "Rent for the New Office Premises")"

- 4.4 As of 1 April 2019, the amount of the Guarantee shall be amended, therefore, the current wording of letter d) in point (4) (*Payments under the Lease*) in Part 1 - Overview of the Lease Agreement is hereby cancelled and replaced with the following wording:

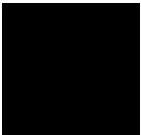
"d) Guarantee as provided in Sec. 10 of the Terms and Conditions of this lease agreement:
[REDACTED]"

4.5 [REDACTED]



5. FINAL PROVISIONS

- 5.1 This Amendment is concluded on the date of its signing by the last Party. Pursuant to the provision of Section 6 (1) of Act no. 340/2015 Coll., on Special Conditions for the Effectiveness of Certain Contracts, the Disclosure of These Contracts and the Register of Contracts (Act on Register of Contracts), this Amendment enters into effect on the date of its disclosure in the register of contracts. The Parties acknowledge that if the Amendment is not published in the register of contracts within three months from its conclusion, it shall be considered void from inception. The Lessee undertakes to have the Amendment disclosed in the register of contracts immediately after its conclusion, within three (3) from its conclusion at the latest.
- 5.2 This Amendment may be changed, supplemented, terminated or otherwise amended only on the basis of a written amendment signed by each of the Parties following their mutual agreement.
- 5.3 This Amendment has been drawn up in two (2) counterparts in the Czech language and in two (2) counterparts in the English language. Each of the Parties will receive one (1) counterpart of each language version. In case of any discrepancies, the Czech version shall prevail.
- 5.4 List of appendices:
- Appendix 1 – Plans of the new Storage Premises
- Appendix 2 – Plans of the New Office Premises



In Prague on
RUBÍN REAL s.r.o.

-6. 11. 2018

Signature:
Name:
Position:

[Redacted Signature]
[Redacted Name]
[Redacted Position]

In Prague on
OTE, a.s.

-6. 11. 2018

Signature:
Name:
Position:

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