

Lease of Non-residential Premises Agreement

concluded under the Act . 116/1990 Coll. the lease and sublease of office space, as amended, and pursuant to § 13 of the National Council of the Slovak Republic . 278/1993 regarding the Administration of State Property , as amended, between :

Landlord : Slovak Republic - Slovak National Theatre

Located at: Pribinova 17 , 819 01 Bratislava 111

ID : 00164763

ID : 2020829954

VAT number : SK 2020829954

Bank connection:

Account number :

Represented by: Mgr.art.Marián Chudovský , CEO

Bc.Daniel Rabin , director of the Center marketing

(hereinafter referred to as " **Lessor** ")

and

Tenant : The Embassy of the Republic of Korea

Located at: Dunajska 4 , 811 08 Bratislava

ID : 36076783

ID : 2022048028

Bank connection :

Account number :

Represented by : Soon Dong KIM , Counsellor

(hereinafter referred to as the " **Lessee** ")

1 Preliminary provisions

1.1 The owner is the administrator of the new building of the Slovak National Theatre located on Pribinová street in Bratislava, which is owned by the Slovak Republic (hereinafter referred to as " **the new building of SND** "). The new building of SND, No. of registration 7272 is built on the parc. no. 9155/4 belonging to the Old Town and the parc. no. 9182/19 belonging to Nivy and it is listed on the property deed no. 3957 and 8494 issued by the City Administration for the City of Bratislava .

1.2 The Lessor declares that he is entitled to lease the new building or a part of the SND to the lessee.

1.3 The Lessee declares that it is interested in the use of space in the new building of the Slovak National Theatre in Bratislava in order to prepare performances for the Korean embassy event, to be held on 1 October 2013.

2 Scope and purpose of the lease

2.1 The Lessor commits to provide the tenant with the short-term use of non-residential space in the new building of SND specified in paragraph 2.2 of this Article (hereinafter referred to

as " **the subject of the lease** ") in order to use the space as a storage area for props, costumes and technical equipment for the event of the Korean embassy hosted by the SND . The lessee commits to use the subject of the lease in accordance with this agreement and agrees to pay the agreed amount to the Lessor.

2.2 Specification of premises subject to the lease :

a) VIP lounge of Opera and Ballet 4 NP

2.3 The lessor commits to provide, together with the lease, the common services associated with leasing office space, and to supply electricity for general use (indoor lighting) and cold and hot water from the final service provider .

2.4 In the leased premises there shall be no use of electrical equipment, such as light projections, additional lighting reflectors, use of lighting effects or live music on a separate connection (tools, speakers, etc..). These may be used only with the prior written consent of the lessor under an individual agreement. In the event that the lessee violates the prohibition mentioned in the previous sentence and uses the equipment without the consent of a special agreement with the lessor, the lessee shall pay the lessor a contractual penalty in the amount of 1.660€, for each hour of the agreement infringement.

2.5 The lessor shall allow the lessee to enter the leased premises pursuant to Section 2.2 of this Article for the purpose of renting space to store props, costumes and technical equipment on 1.10.2013 as of 8:00am. During the lease period the lessee is obliged to:

a) comply with the provisions of this Agreement

b) follow the instructions of the lessor, which are not inconsistent with this Agreement

c) consult any range of preparations with the lessor

d) deliver a list of persons authorized to enter the leased premises ahead of time, at least 15 days before the start of the lease

e) deliver a list of persons of contact in advance , at least 15 days before commencement of the lease

3 Duration of the lease

3.1 The Parties agree that the lease is for a fixed duration , from 8.00 to 20.00 on 1 October 2013 and that the use of the space as a storage of props, costumes and technical equipment will be emptied and cleaned by 20.00 on October 1, 2013.

3.2 A protocol will be drawn up during the handover of the premises at the time of the commencement of the lease, which shall be signed by the Lessor and the Lessee. Protocol on the transfer and acceptance of the premises will be prepared by the lessor and shall in particular include the time of the handover of the premises and indicate any possible defects or issues. When the lease ends the above mentioned provisions shall also apply.

3.3 The lessee is obliged to return all rented keys from the leased premises by the time the lease expires. For each unreturned key the lessee is required to pay the lessor compensation in the amount of the cost of re-production or replacement of locks.

4 Rents and charges connected with the lease

4.1 The Parties agree on the amount of rent for the use of the leased premises over the period of the lease, in accordance with §13. 7 Act . 278/1993 regarding the administration of state property, amounting to 1,800€. Rent is exempt from VAT. Rentals also include payment for the services related to the leasing of premises listed in Article 2, paragraph 2.3 of this Agreement.

4.2 If the tenant does not handover the leased premises at a time agreed in Article 3, Section 3.1 of this agreement , the lessor is entitled to require from the lessee the payment of liquidated damages for each started hour in the delay of handing over the lease of 160€.

4.3 The lessee is obliged to pay the agreed rent to the lessor within 10 days of the invoice issued by the lessor. The lessor is entitled to issue an invoice immediately after the conclusion of the contract. Rent is paid on the day of crediting the account of the lessor. In case of failure of payment of rent to the lessor, the lessor is entitled to request from the lessee the interest on the unpaid amount from the date the tenant arrears with the payment, amounting to 0.1 % of the outstanding amount.

5 The rights and obligations of the landlord and tenant

5.1 The owner is obliged to hand over the lease subject to the lessee on time in accordance with Article 3, Section 3.1 of this Agreement, in suitable condition for use. The lessee hereby declares that he is aware of equipment and facilities covered by the lease and declares that they are fit for use for the agreed purpose of the lease.

5.2 The Lessor shall not be liable for any damages caused to the property brought in by the lessee or third parties entering into the premises. The lessee shall not leave the subject of the lease or sublet his part, for renting or other forms of use to a third person. This provision shall not include the right of the lessee to implement the event via third parties (eg, agency , or . Subcontractors).

5.3 The lessee is obliged to provide at his expense all garbage removal, including the packaging of food and beverages that have gathered during the lease, from the new building of SND.

5.4 The lessee is entitled to use the lease subject only to the extent and for the purposes agreed in this Agreement and so not in any way damage the reputation of the Lessor.

5.5 The Tenant agrees that the subject of lease will not be used for the promotion of political parties and political movements, respectively and also commits not to place on the leased premises any visual or audio advertising and other materials that would promote political parties and movements, or which could in any way damage the reputation of the lessor. In the event of a breach of this obligation the lessee is required to pay for the liquidated damages the amount of 1.660€.

5.6 The lessee must use the object of lease carefully so that the subject of the lease or the interior of the building is not damaged. The lessee is responsible for any damage incurred to

the lessor at the time the leasehold, regardless of whether it is caused by the lessee or other person to whom the lessee granted access into the area. Lessee shall at its own expense remove the damage caused by his fault or other persons to whom the lessee granted permission to enter into the premises and deal with it within 3 days after the end of the lease. If the nature of the damage is too immense or for other objective reasons the repair period may be extended. In the event that the damage is not removed by the lessee at the agreed time or within 7 days of receiving a written request for compensation of damages and will not be paid to the lessor in cash, the lessor has the right to charge the lessee a contractual penalty in the amount of 2.000€. Payment of the contractual penalty does not mean the lessor no longer has the right to demand compensation for the damages caused by the lessee.

5.7 The lessee is obliged to respect and follow all obligations under the existing legislation on health protection, fire protection and safety. The lessee acknowledges that it will pay all claims by third parties that would be incurred by the lessee's failure to comply with these rules. Lessee agrees to abide by the instructions of the lessor.

6 Special provisions

6.1 The Lessee declares that he is aware of the construction and the technical conditions of the leased premises and declares that the subject of lease is eligible for the agreed use under this contract.

6.2 The Lessor reserves the right to unilaterally terminate this agreement with immediate effect before the lease in case of an event of higher power, serious operational and organizational difficulties, accident or malfunctioning of technological devices , in which case the lessee is entitled to any compensation of damages and the return of the paid rent.

6.3 If the Lessee for any reason, except in cases of a higher power, fails to lease, he is obligated to pay the lessor any liquidated damages in the amount of rent under Article 4, paragraph 4.1 of this Agreement.

6.4 The Parties agree that in addition to the payment of liquidated damages under this contract and damages in excess of the contractual penalty the lessor is entitled to claim from the Lessee a payment of any other damages caused by the breach of this agreement.

7 Closure and termination of the lease

7.1 The lease shall be terminated upon the expiration of the lease that was negotiated.

7.2 The lessee is obliged to deliver properly the subject of the lease to the lessor at the agreed time in its original condition, with the removal of the waste without the need of further cleaning of the leased premises by the lessor. In the event of failure of this provision, the lessor is entitled to charge the lessee a penalty of 2.000€.

8 Common and final provisions

8.1 This Agreement may be amended only by another written agreement of the parties, in the form of amendments numbered and signed by both parties.

8.2 The rights and obligations of the parties which are not covered by this Agreement, will apply according to the relevant provisions of the Act . 116/1990 regarding the lease and sublease of office space, as amended legislation.

8.3 If any provision of this Agreement is held invalid due to legislative changes, the Parties undertake the contract according to the change.

8.4 The Contract shall enter into force upon its signing on the day following its publication pursuant to a special regulation (Act no. 211/2000 on Free Access to Information (Freedom of Information) , as amended) . The effectiveness and validity of the Contract expire upon the fulfillment of all obligations arising therefrom.

8.5 This Agreement is drawn up in four copies, of which the two parties receive duplicates. Both parties hereby declare that they have read the contract before signing it and agree with its content and that it was concluded on the basis of their true and free will, without any pressure, and confirm this statement with their signatures.

In Bratislava, on

In Bratislava, on

For the landlord:

For tenants :

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Mgr.art.Marián Chudovský
CEO SND Counsellor

..... ..
p.Soon Dong KIM
The Embassy of the Republic of Korea

.....
Bc.Daniel Rabina
Director of the Center marketing SND