

Real Estate Lease Agreement no. 07 83 0744 11 00

Parties:

Lessor: Bratislava, the Capital City of the Slovak Republic
Primaciálne nám. 1, 814 99 Bratislava
Acting by: doc. RNDr. Milan Ftáčnik, CSc., Mayor of the City
Bank: VÚB Bratislava – mesto
A/c no.: 1368287251/0200, IBAN SK61 0200 0000 0013 6828 7251
BIC: SUBASKBX
Organisation ID: 00603481
Tax ID: 2020372596
(hereinafter referred to as the "Lessor")

and

Lessee: D.D.M.C.
Registered address: Rue des Anciens Etangs 55 Oude Vijversstraat,
Bruxelles 1190 Brussel
Acting by: Jean-Pierre Deschepper, managing director of the company
Bank:
A/c no.:

(hereinafter referred to as the "Lessee" or together as the "Parties")

by mutual agreement, conclude, pursuant to the relevant provisions of the Civil Code, the following Real Estate Lease Agreement for the building of

the Old Market in Bratislava at Nám. SNP 25

Article I Subject and Purpose of the Lease

1. The Lessor is the owner of property located at SNP Square, in the cadastral area of the Old Town in Bratislava, which is a building with registration number 101484 located on land parcel no. 96 - built-up area of 2 322 sq. m., commonly known as the Old Market (*Stará tržnica*), entered in title deed no. 1656.
2. The Lessor hereby leases the Old Market building (hereinafter referred to as the "Subject of the Lease") to the Lessee, who unreservedly accepts the lease thereof for the purposes of preparation and implementation of the workshop – testing of lighting designs.

3. The Lessor declares that no ownership, restitution, lien or other rights to another's property, or lease rights or any other rights of third parties other than those of the Lessor are attached to the Subject of the Lease.

Article II Commencement, Duration and Termination of the Lease

1. The lease is for a fixed period commencing on 23 November 2011 and ending on 25 November 2011, with the understanding that on 23 November 2011 the Lessee will be setting up the premises, the event will take place on 24 November 2011 and on 25 November 2011 the Lessee will cleanup the premises and hand it back to the Lessor in the condition in which it was taken over.
2. The lease will expire at the end of the lease term. The lease may be terminated at any time prior to the end of the lease term by written agreement of the Parties.
3. The Parties have agreed that if, after the end of the lease term under this Agreement, the Lessee fails to physically hand back the Subject of the Lease to the Lessor on the first working day following the end of the lease, the Lessee shall have the right to require that the Lessee pay a contractual penalty of EUR 500 for each started day following the date on which the Subject of the Lease was to be handed back until it is physically handed back and the Protocol of Acceptance of the Subject of the Lease is signed by the Lessor. At the same time, the Lessee undertakes to pay the contractual penalty. The payment of the contractual penalty does not relieve the Lessee from the obligation to pay compensation to the Lessor for damage caused by the latter's inability to use the Subject of the Lease and the obligation to provide a payment to the Lessor equivalent to the rent agreed under this Agreement for the use of the Subject of the Lease without a contract. The contractual penalty shall not be included towards this compensation.

Article III Rent and Other Payments

1. The rent for the whole Subject of the lease is set by the agreement between the Parties in accordance with the Prices Act No. 18/1996 at EUR 6 600.00 excluding VAT for the day of the event and EUR 3 300.00 for the set up day and the cleanup day, i.e. EUR 13 200.00 (thirteen thousand two hundred Euro) for the whole period of the lease.
2. The Lessee undertakes to pay the rent agreed under paragraph 1 of this Article to the Lessor's account no. 1368287251/0200, IBAN SK61 0200 0000 0013 6828 725, BIC: SUBASKBX, held with VÚB Bratislava – mesto, VS 783074411, no later than by 21.11.2011.
3. The rent specified under paragraph 1 of this Article does not include costs associated with the operation of the property, in particular the cost of electricity, water, sewerage, cleaning, security services, waste disposal, etc. The cost of services provided by the Lessor will be paid for in accordance with paragraph 4 of this Article.
4. The Lessee undertakes to pay advance payments for the services provided by the Lessor, namely EUR 300.00 for the supply of electricity, EUR 75.00 for the supply of gas, and water and sewerage charges of EUR 75.00 – i.e. EUR 450.00 in total, no later than by 21.11.2011 to account no. 1370417051/0200, IBAN SK61 0200 0000 0013 6828 725, BIC: SUBASKBX, held with VÚB Bratislava – mesto, VS 783074411. Any difference between

the advance payments and the actual cost of the services will be reconciled by the Lessor. In the event of an underpayment, the Lessee shall pay the due amount within 15 days of receipt of the statement of costs. In the event of an overpayment, the Lessor undertakes to return the due amount within 30 days of the end of the lease. Other services, such as cleaning, waste disposal, security services, provision of hygiene aids in sanitary facilities (soap, toilet paper, paper towels, etc.) shall be provided for by the Lessee at his own expense.

5. All payments under this Agreement shall be deemed as paid on the day they are credited to the Lessor's accounts specified in paragraphs 2 and 4 of this Agreement.
6. The Parties have agreed that if any of the Lessee's payments under this Agreement are delayed, the Lessee undertakes to pay a contractual penalty of 0.05% of the outstanding amount due for each day of the delay. This is without prejudice to the Lessee's obligation to pay to the Lessor a late payment interest charge under § 517 of the Civil Code.

Article IV Rights and Obligations of the Parties

1. The Lessor shall hand over the Subject of the Lease to the Lessee by means of a written protocol on 23.11.2011. The Parties declare that the Subject of the Lease is in a condition eligible for the agreed use and the Lessee undertakes to maintain it in that condition throughout the duration of this Agreement at his own expense. The Lessee undertakes to hand back the Subject of the Lease by means of a written protocol no later than on the first working day following the end of the lease.
2. The Lessee shall, at his own expense, obtain any official authorisations required under applicable law for the purposes of execution of this Agreement and keep them in force throughout the duration of this Agreement.
3. The Lessee undertakes to report the event being organised to the relevant local authority and meet other reporting requirements as long as these are set out under applicable law for organising events of this kind. The Lessee undertakes to submit to the Lessor a copy of parking approval by 21.11.2011.
4. The Lessee undertakes to use the Subject of the Lease in the scope and manner agreed in this Agreement and solely in accordance with the purpose agreed in this Agreement and in accordance with the relevant hygiene regulations, safety regulations (in particular Act No. 124/2006 Coll. on Occupational Safety and Health at Work), fire protection regulations (in particular Act No. 314/2001 Coll. on Fire Protection as amended - § 97a), as well as generally applicable laws relating to leases, and hereby assumes the responsibility for full compliance with them.
5. The Lessee undertakes to obtain the opinion of the Fire and Rescue Service's district directorate concerning the assessment of escape routes. The Lessee undertakes to submit to the Lessor by 21.11.2011 an interior project approved by the Fire and Rescue Service's district directorate.
6. The Lessee undertakes to use the Subject of the Lease in a manner such as to avoid any damage thereto, maintain it in a condition commensurate with the nature and purpose of this Agreement and, after the end of the lease, hand it back to the Lessor in the condition in which it was taken over, along with all keys supplied. Should the Lessee fail to return to

the Lessor all keys supplied, the Lessor shall be entitled to replace the locks and keys at the Lessee's expense.

7. The Lessee undertakes to protect the Lessor's leased property and assume responsibility for any damage caused during the lease, from the time it is formally taken over to the time it is formally handed back to the Lessor's employees, by the participants of the event and persons assigned by the Lessee to conduct the event in compliance with the subject of this Agreement.
8. The responsibility for the safety of visitors and performers and the technical and operation team during the preparation and performance of the event, as well as throughout the lease period, lies with the Lessee.
9. The Lessee shall forthwith notify the Lessor of the need of any repair that is to be performed by the Lessor and facilitate the performance thereof, and the performance of any other necessary work, and accept the restrictions associated therewith to the extent necessary for the performance of these activities, otherwise, the Lessee shall be responsible for any damage caused by a failure to meet this obligation.
10. The Lessee undertakes to hire his own security service for the event in sufficient quantity, his own stewarding staff and medical assistance sufficient for the number of visitors. The hiring of own security service means the availability of a security service during any activity of the Lessee during which other parties are present.
11. The Lessee is not authorised to make any interventions in the building referred to in Article I of this Agreement, in its electrical wiring, utility networks or other technical facilities on or inside the Subject of the Lease without the Lessor's prior written consent. The Lessee declares that he has been made aware of the fact that, based on a static analysis, the uniform load capacities of the premises in the Subject of the Lease have been determined as follows:
 - basement ceiling in the lobby: 4.0 kN/m²
 - gallery on the first floor: 3.0 kN/m²
 - stairways: 3.0 kN/m²
12. The Lessee declares and acknowledges that the Subject of the Lease is located in the territory of the Bratislava - Old Town district and will respect the obligations arising from motor vehicle access restrictions.
13. The Lessee declares and acknowledges that the Subject of the Lease is a cultural monument under Act No. 49/2002 Coll. on the Protection of Monuments as amended and Ministry of Culture Decree No. 21/1988 Coll. implementing certain provisions of the said Act, and that he will exercise his rights and perform his obligations under this Agreement in accordance with the applicable law referred to in this sentence.
14. The Lessee undertakes to observe night time peace and quiet. He undertakes to pay a contractual penalty of EUR 330.00 for a breach of this obligation.

Article V Insurance

1. The Lessee declares that he acknowledges that the Lessor has no insurance coverage for the Subject of the Lease and therefore undertakes to enter into insurance contracts at his own expense to cover the following risks in particular:
 - 1.1. the Lessee's liability insurance for damage incurred in connection with his activities in the Subject of the Lease,
 - 1.2. liability insurance against claims of third parties,
 - 1.3. insurance for any of the Lessee's property located in the Subject of the Lease.
2. In the case that the Lessee fails to meet the obligation under paragraph 1 of this Article, he shall be responsible to the full extent for any damage thereby caused.

Article VI Penalties

1. The Lessor is entitled to require that the Lessee pay a contractual penalty of EUR 1 000 in the event of a breach of the obligation set out in paragraph 11 of Article IV of this Agreement.
3. The entitlement under paragraph 1 of this Article is without prejudice to other provisions of this Agreement relating to the payment of contractual penalties.
4. In accordance with § 545 of the Civil Code, the Parties have agreed that the Lessor is entitled to require that the Lessee pay compensation for damage associated with a breach of obligations under this Agreement, which are subject to a contractual penalty under this Agreement, in the amount by which it exceeds the amount of the agreed contractual penalty.

Article VII Serving

1. The Lessor serves written documents personally or via registered mail to the Lessee's address as specified in the heading of this Agreement.
2. The Lessee acknowledges and agrees that any Lessor's document served in accordance with paragraph 1 of this Article shall be deemed accepted by the Lessee even if such document is returned by the post office to the Lessor as unclaimed; in such a case, the date the document is returned to the Lessor shall be deemed as the date of delivery. The above also applies in cases when the Lessee does not become aware of this fact.
3. If the Lessee unreasonably refuses to accept the document, it shall be deemed to have been served on the day it was refused.

Article VIII
Final provisions

1. Legal relations that are not specifically regulated by this Agreement shall be governed by the relevant provisions of the Civil Code and other generally applicable laws of the Slovak Republic. The Parties have agreed that any disputes arising from, or on the basis of, this Agreement will be dealt with under the jurisdiction of the relevant Slovak courts.
1. The agreed terms and conditions of the lease can only be amended by mutual agreement in the form of a written supplement or if such amendments result from amendments and supplements to the generally applicable laws in force.
2. This Agreement is executed in 7 original counterparts, 5 for the Lessor and 2 for the Lessee.
3. The Parties declare that they have entered into this Agreement freely and seriously, not under duress or under conspicuously disadvantageous conditions, and they have read it, understand it and have no reservations about its form and contents, which they confirm with their signatures.
4. This Agreement comes into force on the day of signature by both parties and becomes effective on the day following its publication in accordance with the provisions under § 47 (1) of Act No. 546/2010 Coll. supplementing the Civil Code in conjunction with § 5a of Act No. 211/2000 Coll. on Free Access to Information and on Amendment and Supplementation of Certain laws as amended.

Done at Bratislava, on 21.11.2011

Done at Bratislava, on. 22.11.2011

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doc. RNDr. Milan Ftáčnik, CSc. v.r.
Mayor of Bratislava,
the Capital City of the Slovak Republic

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Jean-Pierre Deschepper v.r.
Managing Director