

Building Regulations

A. Introduction:

1. These Building Regulations ("**Building Regulations**") are addressed and shall apply to all tenants and any other entity carrying out their operations in the Building. The purpose of the Building Regulations is to define key rules, which should be complied with by all tenants and other entities to ensure seamless and effective operation of the Building and warrant mutual cooperation between the users of the Building. The definitions used in these Building Regulations are the same as in the Lease Agreement and vice-versa.
2. **Staff Opening Hours.** The Building is open to the Landlord's staff, tenants and their staff and maintenance personnel every trading day, from 7:00 a.m. and closed after trade hours and Building security check, i.e. about 9:30 p.m. Any person who intends to stay in the Premises beyond such hours shall have to register their presence in the Building by submitting a notification (no additional costs of the same shall be charged to the Tenant).
3. **Retail Opening Hours.** The Retail Center shall be open from 09:00 a.m. to 9:00 p.m. from Monday to Saturday, and from 10:00 a.m. to 8:00 p.m. on trading Sundays.
4. The opening and closing hours of the Building to all tenants, their staff and maintenance personnel as well as the retail opening hours for the same may be changed by the Landlord (it regards in particular holidays, whether statutory or not, or other important and reasonable events). The Tenant and all other tenants, their staff and maintenance personnel shall be informed of each such change.
5. In order to ensure adequate organization of work in the Building, Tenants and their staff may enter and exit the Building and their premises outside the Retail Opening Hours (as specified in point 3 above) only through the staff entrances located at level 0 from Kościuszki Square.
6. The Building security staff employed by the Landlord shall be authorized within the Common Areas to:
 - register, coordinate and control all other individuals wishing to enter or exit the Building outside the Retail Opening Hours (as specified in point 3 above);
 - inspect the vehicles leaving the Building;
 - require any person infringing the law to leave the Building.
7. Each tenant or a member of the staff indicated by the same shall check whenever closing their premises whether:
 - a. all customers and staff members have left their premises and work stations;
 - b. all windows and doors of its premises have been adequately locked and secured;
 - c. any and all electrical appliances, as well as water and gas installations which may pose any hazard have been switched off and secured;
 - d. any personal belongings of customers or items of unknown purpose have been left on the premises
 - e. all actions required to eliminate any potential danger have been completed (such as theft, leaving a stranger in the tenant's premises, fire, etc.).

8. Each Tenant is prohibited from taking photographs, video recording, and giving interviews in the Building outside of their own premises. Consent for the above may be granted by the Landlord at the Tenant's request.
9. In case of any doubt, all matters related to the security of the Building should be agreed with the Property Manager or another person authorized by the Landlord.

B. Safety and hygiene:

1. Tenants and users of the Building shall comply with fire and occupational safety and hygiene regulations.
2. Tenants shall be prohibited from storing the following substances in the Building: hazardous, unhygienic, irritating or flammable substances, as well as agents/substances prohibited by the applicable regulations and the provisions of the insurance policy for the Building.
3. Tenants shall maintain all fire-fighting, hydraulic and electrical equipment, etc., in their premises, fully functional. Each tenant shall be fully responsible for the fittings and fixtures (especially fire-fighting equipment, fire extinguishers, fire-hoses, water valves, etc.) located in its premises.
4. Tenants shall be prohibited from storing and leaving any objects on circulation routes, evacuation routes and vestibules in front of passenger and freight elevators.
5. In order to eliminate potential fire hazard (cardboard boxes, paper, etc.), tenants shall immediately sort, in accordance with applicable local regulation, and store trash and other wastes in designated areas.
6. Tenants shall maintain their premises in good condition enabling proper use thereof. Tenants shall also keep their premises tidy and clean. Tenants shall clean their premises without disturbing any other tenant.
7. In case of failure by any tenant to comply with the above regulations, the Landlord shall have the right to make repairs and clean the area concerned (including fire escape routes, circulation routes, vestibules in front of lifts, back rooms, etc.) at the risk and expense of the relevant tenant.
8. Tenants shall not do anything (or fail to do anything) which may cause (i) the security equipment and/or (ii) the emergency exit routes and/or (iii) the doors used for deliveries and/or (iv) the doors used for evacuation purposes by the maintenance staff to become not accessible or obstructed by any goods.
9. In order to prevent the proliferation of any pests (insects and rodents) tenants shall take adequate precautions and in addition ensure compliance with pertinent instructions issued by the Landlord in this respect.
10. Charging of personal electric transport devices (scooters, skateboards, hoverboards, monocycles, etc.) is prohibited within

the Building and in its immediate vicinity by the facade (except in designated areas).

C. Housekeeping organization in the Building:

1. Each tenant shall conduct its retail activity within the opening hours stipulated in the Building Regulations, unless its lease agreement provides otherwise (especially for retailers).
2. For reasons related to ensuring smooth operations of the Building, tenants shall not cause any nuisance to any other tenant.
3. In the event of any complaint from a tenant against another, the tenant concerned shall immediately remove the causes of such nuisance. In the event of any breach of this obligation such tenant shall be held liable for any damage caused by such circumstances.
4. The access by any unauthorized persons to the roof, technical rooms and other rooms with restricted access is prohibited.
5. Tenants shall follow all instructions for the use of all shared equipment, and in particular heating, intake and exhaust ventilation ducts, lifts, air conditioning systems, etc., issued by the personnel in charge thereof (*inter alia* the Building administrator, technicians, electricians, etc.).
6. Loudspeakers, record players, radio and TV receivers and other audio equipment shall not be used by any tenant in a way causing acoustic nuisances outside its own premises.

D. Customer Service:

1. Each tenant and its staff shall ensure that customer service practices applied by him are of adequate standard and do not jeopardize sound reputation of the Building and other entities carrying out their business activity in the Building (that shall apply especially to retailers).
2. All customer claims and complaints relating to any tenant and caused by or in connection with its business shall be addressed by the same.

E. Maintenance of order:

1. Each tenant and all of its employees shall take care of cleanliness and pleasant appearance of the Building. Therefore, each tenant and its staff shall be prohibited from:
 - a. littering the Building and in particular leaving any refuse on circulation routes;
 - b. littering the toilets and rooms accessible to the public;
 - c. leaving trash, furniture and trolleys near the freight lifts;
 - d. storing waste in the delivery areas;
 - e. leaving any pallets in vestibules, on corridors and in delivery areas;
 - f. smoking tobacco anywhere outside designated places and drink alcohol anywhere in the Building;
 - g. taking any actions resulting in littering of the Building, damage to its fixtures and fittings, decorations, back room areas and/or facade;

F. Deliveries of goods and other materials:

1. Deliveries of goods to the Building by any tenant shall be carried out only in designated locations and in accordance with instructions issued by the Landlord or its representative.
2. Entry of delivery vehicles with a maximum height of 3.6 m, maximum length of 7 m, and a maximum permissible gross weight of up to 7 tons is allowed.

G. Use of delivery areas within the Building:

1. Loading/unloading in common areas: The Tenant has the right to use the delivery zone in a manner agreed with the Building Manager on the basis of a prior notification.
2. Tenant is obliged to retain an adequate number of staff to warrant efficient conduct of its loading/unloading operations.
3. The locations where loading/unloading operations were carried out by any tenant shall be cleaned as soon as practicable by the same. Tenant shall not do anything (or fail to do anything) so that the loading/unloading areas would become at any time not accessible; leaving merchandise anywhere outside the Premises shall be permitted only in special cases and subject to a prior written consent of the Property Manager.
4. The maintenance personnel and security staff of the Building shall remove any objects found in the Common Areas and shall deposit the same at the cost of the tenant who left the same in the Common Areas.

H. Final Remarks:

1. The Landlord shall not be liable for any belongings, goods, items or movables stored in its Premises by any tenant or its staff.
2. In case any tenant fails to comply with the provisions of the Building Regulations, any works undertaken in connection with its breach hereof shall be carried out at the defaulting tenant's risk and expense.
3. The Landlord may at any time amend the Building Regulations subject to a written notification being delivered to each tenant. Tenant hereby undertakes to comply with such amendments to the Building Regulations.
4. The Building Regulations shall be binding for each tenant as of the date of execution of its lease agreement with the Landlord for the use of the premises concerned.

In case of breach by any tenant of the provisions hereof, the Landlord shall be entitled to serve the same with a written reminder stating the breach of the Building Regulations. In case the tenant concerned fails to remedy such breach immediately after the receipt of such reminder, the Landlord may, at the defaulting tenant's expense, and without prejudice to its other rights under the lease agreement, take any and all actions to ensure that the defaulting tenant complies with the Building Regulations.