

Procedure regarding fit-out works, as carried out by Tenants in the Tryton Business House building (hereinafter: "The Building")

Aim of the Procedure: The aim of this procedure is to determine details regarding fit-out works as carried out by Tenants in the Tryton Business House building.

DEFINITIONS:

- A. Property Manager** - in this procedure, shall be a person that is directly responsible for managing the Building on behalf of the Landlord.
- B. Tenant** - a natural or a legal person that is authorized to use office/floor/common space located in the Building based on a rental agreement in force.
- C. Contractor** - a respected entity that has proper experience and knowledge, and updated and paid Third Party and CAR insurance, that is to carry out, on behalf of the Tenant, Construction Works, as mentioned in this procedure.
- D. Building Security** - shall mean, in this procedure, employees of the property security company that is responsible for keeping security in the Building on the basis of an agreement in force, as entered into with the Owner.
- E. Duty Log** - shall mean, in this procedure, a document, which contains all registered every-day events that are related with operation of the Building, carried out on a daily basis by the Building Security.
- F. Work Permit** - shall mean, in this procedure, a document that confirms a permission from the Property Manager for the Tenant to carry out works in the Building.
- G. Technical Department** - shall mean employees who are responsible for normal technical maintenance of the Building, who provide services on the basis of an agreement in force, as entered into with the Owner.
- H. Technical Manager** - shall mean a person who manages works of the Technical Department.
- I. Common areas** - parts of the Building, Office and Service Complex, Properties that are commonly used by the tenants, users of the Building.
- J. Construction Works/Works/Works of the Tenant** - for the purpose of this document, changes and improvements were determined as "Construction Works" and shall cover both the scope of activities as determined by the Building Law from July 7, 1994, as amended, as well as other changes and improvements concerning the Building, i.a.:
- Carrying out, development and upward extension of the construction Building (Building) and construction devices (installations and devices of the Building)
 - Reconstruction, renovation, dismantling of the construction Building (Building) and construction devices (installations and devices of the Building),
 - Other changes and improvements in the Building that may change or affect: the structure of the Building, installations and technical systems of the Building, external outlook of the Building, etc.

PROCEDURE:

1. Prior to commencement of the scheduled Works, the Tenant shall develop detailed, multibranch design documentation (as covered by the scope of work for each branch) (hereinafter "Project").
2. The Tenant shall hand the Project to the Property Manager for acceptance, and the Property Manager shall, within 10 business days, report any potential reservations or accept the same.
3. Acceptance of the Project by the Property Manager shall not mean releasing the Tenant from responsibility for proper performance of Construction Works, in compliance with provisions of law. To avoid doubts, the Landlord shall not be responsible for merit of the Project, despite its prior acceptance.
4. Prior to commencement of the scheduled Construction Works, etc., as performed both on the area of the Tenant and on Common Areas, the Tenant shall report to the property manager any scheduled Construction Works. Then, the Tenant shall obtain proper permits ("Permit"). Permit issued by the Property Manager. Shall be in writing on the pain of invalidity.
5. Prior to commencement of scheduled Construction Works, the Tenant shall involve investment supervision inspectors who shall have proper qualifications to supervise/carry out Construction Works in proper branches (hereinafter "the Inspector") and hand this procedure to the Inspector.
6. Prior to commencement of scheduled Works, the Tenant that shall select a Contractor for the Construction Works, shall hand to the Property Manager contact details, list of employees, and present the schedule of the Works to the manager and hand to the Manager such procedure.
7. The Contractor shall select and indicate for the Property Manager the construction manager who shall have proper qualifications.
8. At the adapted premises and at existing premises of the Tenants, where SAP installation, Voice Broadcasting System, BMS is installed under the ceiling, the Tenant shall commission performance of the project and performance of the Works within the scope of changes of the above-mentioned installations to the companies that were priorly selected by the Property Manager. The acceptance shall be in writing on the pain of invalidity.
9. The Tenant shall obtain, at its own discretion and on its behalf, any permits, consents and agreements and to make any necessary reports that shall be necessary to carry out the Works in consideration of their scope (especially agreements regarding projects with property valuers, construction permits or reports on construction works).
10. Prior to entrance to the Building, the Contractor shall present advising data to the Property Manager.
11. The Building Security shall issue "CONTRACTOR" identifiers
12. During the Works, the Property Manager, the Building Security and other persons who act for the benefit of the Landlord, shall have a right to inspect:

Following the Property/Building Regulations by the Contractor,

- Following the rules of fire safety provisions by the Contractor, i.a. Inspecting a fire extinguishing devices as determined in the permit in case of hazardous works,
- Aesthetics of the construction area: inspection of noise, smells, dust, excessive dirt, collection of waste, etc.,

- Material supplies,
 - Behavior of employees of the Contractor (sobriety, following the EHS rules).
13. The Technical Department of the Property shall have a right to inspect and supervise works from the technical side.
 14. In case of performance of Works that are not compliant with a permit or with a previously accepted Project, the Landlord or its representative shall have a right to stop the Works immediately.
 15. Upon conclusion of the Works, the Tenant shall obtain a confirmation of conclusion of the same in the final acceptance protocol ("the Protocol"). Commissioning of the Construction Works, along with development of the "finale acceptance Protocol" shall be developed by the Landlord or person indicated by the Landlord.
 16. The Landlord, or its representative, shall have a right to refuse to sign a confirmation of proper performance of Works in case of:
 - Damage, contamination of property that constitutes a Common Area or constituting a sole property of Tenants or the Landlord.
 - Works performed improperly or not in compliance with the Project,
 - Failure to provide proper as-built documentation,
 - Failure to provide proper/necessary measurement protocols,
 - Lack of cleanliness after conclusion of Works.
 17. Upon reception of the confirmation of proper conclusion of Works, the Security Services shall collect the identifiers from the Contractor.

GENERAL REQUIREMENTS AND ADDITIONAL INFORMATION

1. The Designers cooperating with the Tenant

The Tenant shall hire, at its own expense, designers that have proper project qualifications and updated certification from the District Chamber of Civil Engineers regarding membership in the Chamber and possession of civil insurance.

2. Design Documentation

The Tenant shall develop a construction design containing all installations of the Building. The detailed design shall be confirmed by authorized property valuers (i.e. Fire Safety, EHS, Department of Sanitation).

3. Organizational guidelines for external companies that carry out works in the building

1. The Tenant shall present, for acceptance, Civil Insurance and Car of the Contractor to the Landlord.
2. The Contractor shall attach, to the work permit, a list of employees, along with a Works Manager

and a person to supervise the Works of the Building (who shall be present in the Building during the Works).

3. The Contractor shall follow the provisions regarding environmental Health and safety, fire-safety procedures, including, respectively, proper security of works carried out in the Building on the pain of stoppage of works until such causes are removed. Stoppage shall be considered resulting from reasons on the side of the Contractor. -----
4. The Contractor shall train its employees within the scope of EHS, fire-safety and these guidelines
5. Transport of materials shall be carried out only through staircases from the garage level.
6. Supplies to the building shall be carried out through a garage, and then the staircases. Maximum height of the vehicle shall be: 2,0 m
7. The Contractor shall familiarize its employees with rules regarding access to the site of works, material transport routes, rules regarding use of sanitary facilities, water and power intake.
8. The contractor company, when entering the Building, shall, each time, report to the Security and register in the entry log for employees of external companies. Employees of the contractor company shall obtain identifiers. Security shall check the identity of the employees.
9. Employees of the Building Security are authorized to inspect the tools and construction materials that are brought in and out by the employees of the Contractor.
10. All tools and machines brought in to the Building shall be registered by the security. Otherwise, the property manager shall not be responsible for their loss.
11. Entrance to the office areas of the tenants shall be possible upon agreement with the property manager. Rules regarding areas of the tenants shall be strictly followed.
12. Noisy and cumbersome works may be performed only after working hours of the tenants, i.e. 18:00 - 8:00 and on Saturdays and Sundays (unless otherwise agreed on with the Property Manager).
13. Emergency Exit routes, passages, staircases, thresholds and corridors shall not be obstructed.
14. All dismantled materials shall be handed to the technical services of the Building.
15. All welding and fire-hazardous works shall be reported each time to the Building Manager. The Contractor shall commence works (above-mentioned) upon signature of the consent from the Property Manager to carry out such works.
16. During welding works in the Building, the Contractor shall provide proper fire-safety supervision. The fire-safety supervisor shall remain in the premises for at least one hour upon conclusion of welding.

17. It shall be ensured that materials used are as odor-free as possible. If paint odors are cumbersome to the hotel personnel, painting shall be carried out from 18:00 till 6:00.
18. Smoke detectors, sprinkler installation and HVAC must be secured against dusting prior to commencement of works.
19. The Contractor shall provide a trash container. Location of such container shall be agreed on with the Building Manager.
20. Upon commencement of works, the Contractor shall clean the site of works and the corridors, and routes for material supply.
21. Smoking in the Building is strictly forbidden.
22. The Property Manager or its representatives shall have a right to enter and inspect the works without limitations and stop such works in case of failure to follow the foregoing guidelines.
23. The Contractor shall bear all costs resulting from potential damage or destruction resulting from works carried out by the company the Contractor represents, both within the scope of works and common areas.

These guidelines shall constitute an appendix to this procedure

4. Insurance

Prior to commencement of Works, the Contractor shall present a copy of insurance policy for the total

amount of at least EUR 1000.000 (say: one million Euro) that covers civil liability for damage related to performance of Works by the Contractor and its subcontractors and covers construction-installation risks;

5. Selection of the Contractor

The Tenant may select, in order to carry out construction works, any contractor, provided that such contractor has proper qualifications and meets the requirements regarding insurance. Prior to commencement of works, the Tenant shall provide to the Owner/Manager detailed data regarding such contractor.

6. Media

The Owner shall charge the Tenant with costs of electrical power and water consumption (with temporary power supply for the period of works) based on actual meter indications.

7. Access to the electrical switchboard

Works that require the Tenant's electrician to carry out works in the electrical switchboard of the Owner, shall be performed under supervision of the electrician of the Owner, at the expense of the Tenant.

8. Supervision

According to the Building Law, the Tenant shall hire Supervision Inspectors, and the contractor of the Tenant shall hire a Construction Manager and/or Works Manager. The Tenant shall hire a Supervision Inspector or a representative, full time for the entire period the construction works in its premises. If such persons are not hired, the Owner shall request stoppage of such works. The works manager shall have qualifications of the Works Manager to manage construction works, as well as up-to-date certification from the District Chamber of Civil Engineers regarding membership in the Chamber and civil insurance.

9. Security of the premises

The Tenant shall bear the full responsibility for security of the premises that it rents until the premises are made available for finishing works. The Owner shall not be responsible for loss or damage, including theft of construction materials, devices or supplies.

Upon request and at the expense of the investor/tenant, performance of works may be carried out under supervision of the security employee.

10. Special requirements for conclusion of construction works

- Reporting conclusion of Construction Works by the Works manager to the Investor and then to the Property Manager/Technical Service.
- Handing over the As-built Documentation by the Tenant to the Property Manager.
- Construction Work Acceptance Protocol shall be developed.
- In case the construction Works are performed on the basis of a Construction Permit, the Tenant shall commence the Construction Work Acceptance in accordance with the Building Law.
- In case of malfunctions, reservations and damage resulting from performance of Construction Works. The Tenant shall be responsible for the same and shall repair the damage immediately and at its own expense, and the Landlord shall have a right to refuse to sign a Protocol.
- Development of the Construction Work Acceptance Protocol without any reported failures or reservations or damage and handover of required as-built Documentation by the Landlord to the Owner shall be a fulfillment of conditions for conclusion of the Construction Works.
- Conclusion of the Construction works shall constitute a basis for commencement of use of devices, installations and structures performed, modernized, renovated or constructed or reconstructed within the scope of the investment ta

