

Rules pertaining to the Asset Westfield Mokotów

INTRODUCTION

These Rules and Regulations apply to the entire Westfield Mokotów Shopping Centre (hereinafter referred to as the “**Centre**” or “**Shopping Centre**”) encompassing all the units comprising the shopping centre and possibly other units belonging to the Centre. These Rules and Regulations shall apply to all entities engaged in any activity, including in particular: commercial, craft or services in the Centre, referred to hereunder by the joint term “**User**”.

The subject of these Rules and Regulations shall be the following:

- Establishing the general organisation and the terms and conditions of the operations of the Shopping Centre where a range of different activities are performed;
- Establishing within the general organisation the manner of performing commercial, service and other activity in the scope of the overall functioning of the entire Centre;
- Establishing penalties that shall be applicable to any violations of these Rules and Regulations.

Chapter I: Common Use Locations and Fit-out

The common use locations and fit-out in the Shopping Centre (“**Common Areas**”) are comprised of all building elements, surface and units, which are not the subject of exclusive use and which are intended for Shopping Centre Users or for the use of the Managing Company. They have been listed hereunder and this list is not exhaustive:

- a. External walls;
- b. External passageways surrounding the Shopping Centre;
- c. Attic under the roof covering of the building where units are located intended for conducting commercial activities and access thereto;
- d. Main entrances and service entrances including doors, halls, staircases, corridors, walls, surfaces and their roofs and canopies including any decorative elements;
- e. Car parks including access routes; loading and unloading berths for heavy goods vehicles;
- f. Storeroom partitions;
- g. Passenger and goods lifts, pavements and escalators;
- h. Post boxes;
- i. Sanitary installations;
- j. Units for the services of the Centre;
- k. Units for waste bins and facilities;
- l. Waste bins and ashtrays;
- m. General and common advertisement lighting system and their external and internal facilities when used by the Shopping Centre;
- n. Sewage and rainwater plumbing installations, fire control equipment;
- o. Electricity installations;
- p. Telephone installations in Common Areas;
- q. Ventilation and air-conditioning systems in Common Areas;

- r. Amplifying installations in Common Areas;
- s. Burglary alarm system installations in Common Areas;
- t. Ventilation systems in sanitary facilities located in the Centre;
- u. Fire control systems;
- v. Areas used by common installations and facilities described in points m, n, o, p, q, r, s, t and u.
- w. Generally, all common use installations, systems, equipment and facilities, both present and future, intended for the Shopping Centre;
- x. Security and surveillance posts;
- y. Offices of the Managing Company;
- z. External green areas;
- aa. All corridors and passageways;
- bb. Surfaces in the food court apart from exclusive use surfaces;
- cc. Centre toilets.

Chapter II : General Organisation

The Shopping Centre is managed by representatives of the Managing Company, hereinafter referred to as the “**Management**”.

The Management is composed of:

- The Director;
- The Deputy Director;
- The Marketing Manager;
- The Technical Director;
- The Deputy Technical Director;
- The Administrator of the Centre.

The Management shall be entitled to:

- Supervise and enforce the observance of the rules and regulations established under these Rules and Regulations,
- Ascertain any violations of these Rules and Regulations,
- Impose and enforce penalties,
- Employ, discharge, give instructions, exercise a supervisory function in relation to the personnel performing common services for the entire Shopping Centre.

Within the functions entrusted thereto, in fostering an atmosphere conducive to cooperation between the given entities comprising the Shopping Centre, the Management shall perform the role of an arbitrator.

The Managing Company shall grant the Management suitable powers of attorney in the scope of the function entrusted thereto.

The Managing Company reserves the right to introduce all necessary changes concerning the use of

the Common Areas without the need to obtain the consent of the Users.

2.1. Minimum range of Opening Hours of the Shopping Centre:

Starting from the Opening Date the User shall be obliged to trade from the Premises during common opening hours as established by the Landlord but similar to other competing Centres ("Opening Hours of the Premises"). These Opening Hours of the Premises will result, taking into account the nature and location of the Premises, from the following specific operating hours of the Premises within the Asset ("Asset Shopping Hours"):

Shops

Monday- Saturday	:	10:00 - 22:00
Sunday	:	10:00 - 21:00

Grand Kitchen

Monday- Saturday	:	09:00* - 22:00*
Sunday	:	10:00* - 22:00*

*Selected restaurants upon prior arrangement with the Management

Carrefour

Monday- Saturday	:	07:30 - 22:00
Trading Sunday*	:	09:00 - 21:00

* Sundays on which trading in the Mall is permitted by applicable regulations.

Cinema City

Monday - Sunday	:	10:00 till the last screening*
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* Extended opening hours upon prior arrangement with the Management

Zdrofit

Monday- Friday	:	06:00 - 23:00
Saturday- Sunday	:	08:00 - 20:00

On non-trade Sundays, bank holidays and on certain other days without trade, applicable opening hours are from 10:00 to 21:00 (applicable for Premises whose activity is not limited by the Act on trade restrictions on Sundays and bank holidays and on certain other days or other regulations that place restrictions on it).

Asset Shopping Hours may be changed by the Landlord from time to time and shall be subject to applicable laws. Changes in the law regarding opening hours in the shopping centres shall not affect the rental rate and will not entitle the User to terminate this Agreement.

One-time or temporary change of opening hours of the premises or surfaces leased by Users can be approved by the Management only upon receipt of prior written request from the User, regarding

the changed opening hours and specifying the reasons.

Shop inventories may only be held outside the Shopping Centre opening hours. In justified cases, the Management may grant consent for the units to be closed.

Exceptions from the opening hours may be granted at the discretion of the Management to Users conducting special activities or others conducting activities directly related to those mentioned above, so that their opening hours can be suitably adapted to their type of activity, in view of the technical capacity of the Centre.

In the event of force majeure, demonstrations and other such exceptional circumstances, the Management may temporarily change the opening hours of the Shopping Centre with immediate effect.

The opening hours are subject to change and Users shall be informed of any such changes.

Depending on the tendencies and habits of customers, the general opening hours of the Shopping Centre may be changed by the Managing Company.

New opening hours shall apply to all Users of the Centre on the same principles as presented hereinabove.

The guiding principle shall be that the opening hours should be compliant with the binding provisions of the law.

The Users, members of their personnel and any accompanying individuals of the User must not stay in the premises after the Opening Hours of the Centre without the Landlord's consent.

2.2. Common Entrances

Keys to common entrances are in the exclusive possession of the Management. No other person, including Users, may be in possession of these keys.

2.3. Entrances to Shops in the Shopping Centre

Each User is required to submit a full set of keys, cards, codes and any other security measures used in entrances to premises in sealed and suitably marked envelopes to the Centre Management.

The Management may use the keys solely and exclusively within the performance of their duties in situations requiring immediate intervention unless separate consent is granted for their other use by the User of the given premises. The Management is required to immediately inform the person stipulated by the User of each case of use of the keys.

The User is required to supply to the Centre Management, no later than on the day of opening of the premises, a list of persons and their telephone numbers that should be notified in emergencies.

The User is obliged to keep this list up to date and inform the Management of changes without delay.

The Management has the keys to the exterior doors of all stores. Keys are stored in secure, sealed envelopes.

2.4. Supplies and Deliveries to the Shopping Centre

Notification of each Delivery shall be made via "Access Form" in URW Connect mobile application or in other way indicated by the Management. The notification shall be submitted during opening hours of the Management's office, at least 24 hours prior to commencement of the planned Delivery.

Suppliers may enter the facility solely and exclusively through entrances intended for this purpose. Goods vehicles may only enter the access roads intended for this purpose.

Goods vehicles mustn't exceed the parameters mentioned below:

- Length: 12 meters
- load: max. 10 tons
- Height of the entrance to the delivery zone – 4 meters

The Vehicles which exceed the parameters won't have access to delivery ramp.

The transport of goods and cash to Common Areas may only take place outside the Shopping Centre opening hours for customers.

Goods should be transported on trolleys with rubber wheels and a higher capacity that do not leave marks on floors. The weight of transported goods cannot exceed a load of 200 kg and height of 1.5 m. Maximum euro pallet dimensions are 1200 × 800 × 144 mm.

The Users receiving the supplies and deliveries shall be responsible for the performance of the supplies and deliveries as well as for the actions of their suppliers.

Delivery Hours

These hours vary depending on whether the supplies and deliveries of goods are performed through the passageway or special delivery routes are used for this purpose.

- a. The supply and delivery of goods through the passageway and areas available to customers must be completed half an hour before the opening of the Shopping Centre. The Management will indicate delivery hours. All objects (movables), especially waste, must be removed from Common Areas before 9:45.

- b. There are no restrictions on deliveries through special delivery routes to the Facility during the Centre opening hours, provided that they do not disrupt the order and functioning of the Shopping Centre.

Delivery vehicles can gain access to the Centre through access routes intended for this purpose designated by the Management only within the hours designated by the Management.

Vehicles may stay in the delivery zone for the duration of unloading, but in any case the time a vehicle stays in the delivery zone may not exceed 2 hours. This provision shall not apply to Users that have special delivery facilities.

All vehicles that fail to comply with these supply time restrictions shall be refused access on site of the Centre.

Routes

Delivery routes shall be specified by the Management.

Users are required to pass on the relevant information to their suppliers.

Heavy delivery vehicles weighing over twenty tons shall only use the access routes specially designated for this purpose by the Management.

The provisions concerning the time and route restrictions may be repealed by the Management in justified circumstances resulting from the specific nature of the performed activity upon specific request of particular User. The Management shall examine each request in view of any possible inconvenience posed to other Users and is not obliged to justify their decision, which shall be irrevocable.

Suppliers using other routes than those imposed by the Management are liable to the following:

- Prior to their entry on site of the Centre – a sanction in the form of refusal of entry imposed by authorized persons who supervise traffic on the roads to the Centre
- Upon entry to the Centre – sanctions in the form of expulsion and prohibition of transporting and unloading goods.

Delivery Rules

Any persons failing to observe these binding provisions and rules of Centre's Regulations shall be liable for any accidents and cannot, under any circumstances, make any claims against the Managing Company for any effects of their actions or damage incurred by the carriers.

Any necessary repairs as a result of damage caused to the routes and passageways of the Shopping Centre shall be charged to the User for whom the deliveries were to be made and/or the supplier at

fault, who shall be held joint and severally liable.

Furthermore, the Management and Centre User shall be notified of the registration number of the vehicle and, if possible, the personal details of the supplier breaching the provisions.

Persons acting on behalf of the Management may perform the following in the event of any violations of the Rules and Regulations: write a report, immobilise the vehicle, remove the vehicle at the cost and responsibility of the User for whom the delivery was intended.

Use of Passageway, Delivery Corridors, Areas Intended for Loading and Unloading

The transport of goods through the passageway and in areas available to customers may take place only once the Shopping Centre has been closed and must end half an hour before its opening.

Users are required to provide sufficient personnel to ensure fast and efficient loading and unloading of goods.

Areas intended for unloading should be cleaned by Users and all objects and packaging should be removed therefrom as soon as possible and before the opening of the Shopping Centre to customers.

All cleaning expenses for areas in relation to which the person responsible cannot be ascertained shall be charged to common expenses.

Common Areas should be available at all times; all display of goods outside the leased units are prohibited except special cases that have been agreed in advance with the Management.

Any equipment blocking areas of common use may be removed and stored at the instruction of the Management and at the cost of the person breaching provisions.

Shopping Trolleys

Shopping trolleys intended for customers that belong to User of the Carrefour Supermarket or any other shops should be stored in places intended for this purpose and may be used by customers within the Shopping Centre and in the corridors leading to the car parks at the at the sole responsibility of the shopping trolley owners.

Shopping trolley owners for customers shall be liable for any costs of their upkeep and cleaning costs of the places intended for their storage.

Shop Users and their suppliers are prohibited from using the shopping trolleys for customers for their own purposes.

2.5. Refuse and Waste

Refuse and waste may not, under any circumstances, be incinerated in the territory of the Centre, but must be stored in the units intended for this purpose.

The storage of refuse and waste that is hazardous in any manner may only be stored in compliance with the binding provisions of the law.

Emptying of waste and refuse bins from the units intended for this purpose rests with the general services of the Centre. Users are required to place all refuse and waste in the appropriate bins on a daily basis, no later, however, than before the opening of the Centre, or in the evening, after the closing of the units. This does not concern Users that have their own units intended for refuse and waste and their own refuse and waste removal services, which may only be performed outside the opening hours of the Centre.

Users are required to store the deposited and sorted refuse and waste in the units intended for this purpose in the Centre, in compliance with the instructions of the Management.

Users are required to sort their refuse and waste at the source into the following fraction: paper/cartons, foil/plastic, glass, unsorted municipal.

Users are required to sort their refuse and waste at the source into the following fraction:

- Communal waste - related to the living of people, all waste from customers and produced by employees, but not related to commercial activities.

Communal waste should be collected and stored in accordance with the Regulation of the Minister of Climate and Environment of 10 May 2021 on the method of selective collection of selected fractions of waste (Journal of Laws, item 906):

- paper
- glass;
- metals and plastics
- bio-waste
- communal waste - other waste that cannot be segregated,

- Waste from commercial activities - waste generated in connection with the conducted commercial activities. Commercial waste should be collected and stored according to the fractions:

- Paper and cardboard packaging waste code 15 01 01
- Plastic packaging waste code 15 01 02,
- Mixed packaging waste code 15 01 06.

In accordance to Art. 28 of the Waste Act, the Crystal Warsaw Company takes responsibility for waste generated by the Users, in terms of waste codes: 15 01 01, 15 01 02, 15 01 06.

For all the remaining waste not mentioned above, generated as a result of commercial activities, the User is obliged to sign a direct contract for their collection on their own responsibility. Additionally,

the User is responsible for waste disposal of: bulky waste, hazardous waste, such as batteries, used oils, medical waste, electro-waste, inks, paints, varnishes, solvents, resins, adhesives, wood impregnation and preservatives etc.

It is strictly forbidden for Users, their suppliers and clients to store waste, furniture, construction materials, construction waste or any kind of equipment etc. in the corridors, on the ramps, at the parking or around the Centre.

All operations performed by the general services of the Shopping Centre as a result of the non-observance of these provisions shall be charged to the person violating these provisions.

The use of shopping trolleys for customers for transporting refuse and waste is prohibited.

2.6. User and Their Personnel Parking in the Centre Car Parks

The car park is intended for customers of the Centre only.

Emergency exits and other routes subject to special regulations must always be kept clear and parking of vehicles thereon is strictly prohibited.

In the event of a breach of the provisions of the Rules and Regulations concerning the parking of cars belonging to Users or their personnel in the Centre car parks, the penalties foreseen under point 4.1 of the Rules and Regulations shall apply.

2.7. Air - Conditioning in the Shopping Centre

The User must provide the temperature and all other air parameters in the leased units in compliance with the air parameters applied in the Centre.

There are no exceptions to these requirements even in the event of the premises being closed for a certain period resulting from the occurrence of force majeure.

Irrespective of the circumstances, the temperature in the units should always be maintained at up to 26°C during spring and summer and up to 21°C during autumn and winter.

The Users may not, under any circumstances, refuse inspections on the part of persons inspecting the functioning of the air-conditioning system which have been duly authorised by the Management.

2.8. Customer Access

The Management may refuse entrance on site of the Centre to persons whose presence or behaviour could constitute a threat to the safety and reputation or interests of the Centre.

2.9. Temporary Closing

The Management may decide to temporarily close the entire or part of the Centre for any reason connected with a violation of public order (emergency situations, including: fights, unrest and other),

informing the Users of this fact.

The Management may also temporarily close the entire or part of the Common Areas at any moment due to the necessity of performing works, repairs or modifications, after the prior notification of the Users concerned in emergency situations. The Management shall undertake all necessary measures to provide customer access and traffic.

The decisions in all the above mentioned circumstances may be made without prior consultation with the Users who shall, nevertheless, be informed of such facts on the regular basis.

2.10. Works - Repairs - Modifications

Users intending to perform any works, repairs or modifications inside their units or on the external façade, must each time obtain the written consent of the Management in advance and obtain their permission prior to commencement of the works.

The Management may request, if they deem it necessary, for documentation concerning the said works to be presented including any designs, plans and descriptions as well as any other elements necessary for a decision to be taken.

He may also consult an architect or any other experts in order to subject the said documentation to examination, at the cost of the User.

Any works, repairs, or modifications at every stage, from their design to their performance, must at all times be compliant with the provisions of the lease agreement (particularly its technical schedules), the binding provisions of the law, the provisions issued by the architect of the structure, with the repair procedure in force at the Centre, and shall not in any manner disrupt the operations of the Centre.

Any technical devices, antennas, etc., can be installed on the roof, the external walls of the premises, within the car park or on the ground only upon obtaining prior written consent from the Management.

All technical devices installed by Users subject to prior consent from the Management beyond their premises must be labelled in a manner allowing for their identification and allocation to the specific User.

Without the Management's prior consent, Users must not change the location of any items of furniture and infrastructure located within the premises.

The User shall agree, without the right to claim any compensation, to perform the necessary or required repairs, works and maintenance work even in relation to those elements of the fit-out that only transect his units, irrespective of the duration of such works. The User shall provide access to the units to architects, building companies and supervising personnel or workers managing or performing such works and repairs and agree, if the need arises, to the necessary technical activities

to be performed.

The possible days and hours that are the least burdensome to the User shall be selected for the performance of such works. Entrance to and exit from the units will be available during opening hours.

The works shall be performed in a manner causing least damage to the User, however, in observance of reasonable conditions for their performance and particularly without any interruptions. The units shall be returned to their original conditions as soon as possible after the completion of the works or repairs.

Unrestricted access to all units in the Shopping Centre to contractors or the technical personnel of the Centre shall be provided at all times for the purpose of checking the functioning of cables, pipes, ducts, installations and equipment in order to determine the cause of failure.

This shall also apply to companies and administrative services specialising in maintenance services, repairs, meter readings or the performance of new connections, particularly concerning any systems, equipment, hatches, meters, etc. located in the units and intended for the exclusive use of the User or others.

The Users shall be obliged to perform access hatches that are necessary for ensuring access to technical devices in the unit. If the necessary inspection openings are not performed, the Management can order their performance at the User's cost.

2.11 Shop Front

Shop fronts shall be kept clean, suitably lighted and aesthetically decorated.

Advice of each change in the shop front shall be made via "Access Form" in URW Connect mobile app, which shall each time include a visualisation of the planned change. The Managing Company reserves the right to change the way of reporting the changes. The access form slip shall be submitted during opening hours of the Management's office, at least 48 hours prior to commencement of the planned works.

When making any changes, attention should be paid to ensuring that advertisements do not take up more than 25% of the shop window. Any stickers should be affixed on the inside surface and posters should be suspended on transparent lines or attached with suction cups. It is forbidden to use adhesive tape to attach information to the shop window.

The following terms are prohibited on the shop front: "closing down", "sale" (apart from sales periods) and phrases that are considered to be offensive.

Screens may be placed in shop fronts of the premises provided that the written consent of the

Landlord has been obtained under the Lease agreement or a document issued on its basis, under the conditions set out therein. Once the User has obtained the written consent of the Landlord for such placement of screens in the shop front of the premises, then it is prohibited for the content being broadcast by the User on the screens to contain any threats, be abusive, offensive, aggressive, disturbing, defamatory, indecent, deceptive, misleading in any way or be contrary to the established law or marketing policies of the Shopping Centre ("**Prohibited Content**").

Notwithstanding the above, the objective of all the content displayed on the screens shall solely and exclusively be the promotion and advertising of the products of the User that are being sold in the given premises.

Subject to the provisions of the Lease agreement, the decision as to which content being broadcast on the screens shall be considered Prohibited Content shall be at the sole discretion of the Management, and the User, after having received a written communication delivered at least to the User's premises or by e-mail to the shop manager, shall be obliged to immediately remove the Prohibited Content from the screen in the shop front.

Should the User fail to observe and implement the recommendations concerning the content broadcast on the screen, without prejudice to any other powers of the Landlord resulting from the lease agreement, the Management may prohibit the User from using the screen and shall be entitled to impose a contractual penalty on the User in the amount of PLN 4,000.00 (four thousand Polish zloty) for each commenced day of broadcasting the Prohibited Content on the screen, as well as for each commenced day of prohibited use of the screen.

2.12. Aesthetics - Signs and Displays

Any elements that may disrupt the aesthetics of the Shopping Centre are subject to the approval of the Management.

According to the general rules and regulations, Users are prohibited under all circumstances from placing posters, banners, ribbons or signs on shop fronts, façades or in common areas without the prior written consent of the Management, which shall be one-off in nature and revocable, unless a specific term has been stated therein. The Management shall examine each request in view of any possible inconvenience posed to other Users and are not obliged to justify their decision, which shall be final.

Any posters and signs placed in breach of these Rules and Regulations without the required consent shall be removed at first request of the Management. Failing this, the Management may order their removal at the cost of the person breaching these provisions.

Each User shall mount one sign (logo) within the contours of the shop front.

Prior to installing the sign, the User is required to obtain the consent of the Management who shall check whether the designed sign is compliant with the overall aesthetics and the standard of the Shopping Centre with respect to the type, dimensions and placement thereof; where national or international trademark protected signs cannot be changed without the consent of the Management.

In the event of the Management's refusal, the User is not entitled to make any claims for compensation.

Signs are required to comply with the guidelines stipulated in the technical conditions.

Irrespective of the circumstances, the condition that the units are maintained in, any decorations and the cleanliness thereof must comply with the level of quality of the entire Centre, as specified by the Management and being subject to their exclusive assessment.

2.13. Safety - Health Protection

Users are required to observe the provisions of the law and the guidelines and regulations of the appropriate services/ departments and authorities, including the State Sanitary Inspectorate, the National Labour Inspectorate, the State Fire Service and others.

No hazardous or flammable materials prohibited by law or Rules and Regulations, protection services' guidelines, or insurance policies of the Centre may be stored in the Centre nor in the area adjacent to it/next to it. The use of open flames is prohibited.

The products and goods stored in the warehouse premises leased by the User must be stored in accordance with the applicable safety-at-work regulations and norms, with the minimum distance of 50 cm between the highest stored goods and the fire-safety installations. The height of storing goods must be agreed with the Management of the Centre in each case.

Any unfounded use or destruction of fire protection equipment and sprinkler system is strictly prohibited.

Delivery doors that have been classified as emergency exits must always be kept clear. Irrespective of the development and arrangement of the units, these doors must be clearly marked and equipped with appropriate lock system. Irrespective of the fit-out of the units, they should be clearly marked for customers with lighted signs that meet the applicable requirements and are approved by the competent authorities and equipped with crash bars.

Entrance doors to the units must be used in compliance with the provisions and regulations. The User of the premises shall, at his own expense, be responsible for the technical condition of the doors leading into and out of the units. This also concerns the entrance doors to the units in the case of the User conducting business based on a lease agreement also outside the Centre (e.g. outdoor seating).

The User of the units shall cooperate and facilitate any inspections of the specific fire protection systems. The User shall also cooperate and facilitate the performance of periodic inspections of the electrical, gas, sanitary, air-conditioning and other systems and installations.

The User shall be liable for his non-observance of provisions and regulations, particularly in the case of blocking escape corridors and emergency exit doors.

All fire protection measures and systems must be maintained in proper condition, at the expense of

the Users. Fire protection points and electricity boards must always be readily available and clearly visible. Each User shall observe the Rules and Regulations and instructions of the Management.

The User, the User's personnel and business partners shall be obliged to attend any activities, tests and drills organised by the Management, aimed at maintaining the fire safety of the Shopping Centre.

All the keys to the premises shall be submitted and stored in sealed envelopes by the services of the Shopping Centre, with the exception of any explicit waivers of this obligation granted by the Management. The Management shall examine each request in view of any possible inconvenience and risk posed to other Users and are not obliged to justify their decision, which shall be final.

In the event of the User of the units failing to submit a spare set of keys for the services of the Shopping Centre, the Management is authorised, if it is necessary for everyone's best interest, to commission the opening of the doors to the units without the necessity of any other additional requirements to be met. The User should be informed of such an event of entry into the units as soon as possible.

Users shall take necessary measures to prevent the propagation and multiplication of insects and rodents; they shall comply with all the instructions given by the Management at all times.

The placing of objects heavier than the permissible load of floors, walls and ceilings as stated in the technical brief is forbidden.

Valves and water installations of the User and their connections located in given units must be kept in good working order and immediately repaired in order to avoid any disruptions to other Users of the Shopping Centre. The User must provide easy access to all elements of the installation and to meters in order to facilitate meter readings.

The installations, irrespective of their specific type, may only be used for their intended purpose.

It is strictly forbidden to dispose to the sewage system of any flammable substances or materials, any hazardous substances or materials and any other solids, particularly cloths, mops, pieces of clothes, clothing security tags, and it is forbidden to pour grease and fat into systems that have not been specifically intended for this purpose or any other objects that may disrupt their proper functioning.

The Users, their personnel and business partners shall be obliged to inform the Management of any activities that can affect the safety and order in the Centre.

Smoking on site of the Centre is strictly forbidden. Smoking ban applies to both traditional tobacco products and all types of e-cigarettes.

2.14. Quiet Enjoyment

Users cannot disrupt any other Centre User's quiet enjoyment.

The use of equipment as any kind of advertising stand, particularly for individual advertising purposes of Users is strictly forbidden in Common Areas.

Noisy works may be carried out between 01:00 and 07:00, , whereas the right to night quiet time for people living in the neighbourhood must be respected.

Users may not, under any circumstances, disrupt the use of the Centre through noise, vibration, odours, high temperature, radiation and any other factors. Equipment producing vibrations must be fitted with appropriate damping mechanisms. All electrical equipment must be fitted with appropriate anti-interference filters.

Particular attention should be paid to the noise level of the sound system in the units ensuring that music is not heard in the passageways or in neighbouring units.

It is allowed to use the common areas of the Shopping Centre with dogs kept on a leash, also with small pets in adapted cages/bags. It is strictly prohibited to bring animals commonly perceived as dangerous or particularly those that may arouse fear or disgust.

Users of the Premises may themselves regulate the rules regarding entry with animals into the area of their Premises, informing customers about this with an appropriate announcement. Owners of the animals are responsible for any damage caused by them.

The cooking of food in units, except in units specially adapted for this purpose, is strictly prohibited without the special consent of the Management.

2.15. Insurance

The Managing Company concludes the following insurance agreements:

- All risk insurance in the event of fire, hurricane, floods, hail, lightning strikes, explosions, shock caused to the building by aircraft or water failure in the facility (this list is not exhaustive)
- Civil liability insurance (covering all corporal and material damage caused by systems and installations and works performed in the Shopping Centre)
- Generally, all necessary insurance cover for the proper functioning of the Shopping Centre.

The value of the fire insurance cover should include any reconstruction costs with the exception of the equipment and decoration of shops.

The choice of the insurance company or insurance companies as well as the insurance agreements are entrusted exclusively to the Managing Company.

2.16. Removals

Removals may take place only on the days and in the hours stipulated by the Management, with their express written consent.

2.17. Car Parks

The car park is paid from Monday to Sunday. The car park is operated as a short-time rental of parking spaces. Charges for the use of the car park are specified in the Parking Price List.

Chapter III - Terms and Conditions of Business - Commercial Activity

3.1. General Duties and Obligations

Users are required to observe the provisions of these Rules and Regulations and the binding provisions of the law and to refrain from all actions that may pose a threat to the safety, orderliness, discipline, quiet enjoyment, organisation and effective functioning of the Shopping Centre.

For safety purposes, the entrance to the Shopping Centre after the opening hours requires the notification of the Management by Users, stating the number of persons and the scope of the performed works.

All works to be performed within the Centre should be advised during the working hours of the Management's office at appropriate advance but not longer than 24 hours prior to the beginning of the works. Advice of the works shall be made on "Access Form" in URW Connect Application or in other way indicated by Management.

The Management is entitled to seek further explanations in the scope of the reported works and has the right to refuse consent for the performance of such works.

All renovation and maintenance works must each time be reported in advance to the Management's office during the working hours of the Management's office at appropriate advance but not longer than 24 hours prior to the beginning of the works. Advice of the works shall be made on "Access Form" in UR Connect Application or in other way indicated by Management.

Premises must be open, lighted and be stocked up with goods during the opening hours of the Shopping Centre.

Shops must be maintained in pristine, orderly conditions and be fully functioning.

Explosive and flammable substances including substances that may pose any threat whatsoever to other Users or customers of the Shopping Centre are strictly prohibited.

Use and storage of gas bottles is forbidden.

3.2. Personnel

Users may only employ professional personnel that meets the requirements of integrity, proper conduct and well-groomed appearance, in a number sufficient to ensure proper functioning and operations of the units in the applicable hours. They should supervise the observance of rules and requirements described above to ensure a quiet, sustainable and professional atmosphere necessary to create the required image of quality of the Shopping Centre in relation to its customers.

It is absolutely forbidden to consume alcohol within and around the Centre. The personnel must not stay within the Centre under the influence of alcohol or other psychoactive substances during the opening hours.

It is also forbidden to smoke within and around the Shopping Centre while wearing shop uniform.

The hours of arrival of members of the personnel to the units prior to opening shall be agreed with the Centre Management.

Every member of the User's personnel and business partners shall be obliged to have an ID tag in the form of the URW Connect application or a paper pass authorising them to enter the premises of the Centre. In the event of personnel rotation or change, the User is required to update the list of employees in the URW Connect application each time.

3.3. Lighting

Users are required to light the shop window, sign, and any other parts of the units during the opening hours and after in the event of any occasional commercial events and operations (inauguration, promotions, etc.).

Users are required to switch off the illumination of the shop front and the sign as well as all parts of the unit before and after its opening hours in each case.

In order to synchronise the entire lighting of the Shopping Centre, the Management may switch all the lighted signboards on and off.

3.4. Sales

All kind of: 'everything must go' sales, running down of stocks or sale by auctions are prohibited, regardless of the reason thereof, and may be permitted only with the explicit special consent of the Management. The Management shall examine each request in view of any possible inconvenience posed to other Users and are not obliged to justify their decision, which shall be final.

The dates of the customary sales for a given type of commercial activity and the terms and conditions of conducting such operations shall be set by the Management.

Sales may only be performed at the times and subject to the conditions agreed as stipulated above.

The dates of the sales shall be compliant with the binding provisions.

Beyond the sales periods common for the entire Centre, Tenants must not display information on sales in their shop fronts and 1.5 m into the inside of the Premises.

3.5. Advertising

Users:

- Shall present all types of advertisements, inside or outside the units, in the form of bill boards, light signboards and any other advertisements for approval by the Management or any persons authorised by them for this purpose. In the scope of advertising placed outside the units, only advertisements within the Shopping Centre are subject to the Management's approval,
- Shall not introduce any changes to the signboards or the name of the conducted business without the prior written consent of the Management,
- Shall include the name and logo of the Shopping Centre in all publications and correspondence concerning the conducted business,
- Are prohibited, under all circumstances, to hand out prospectuses, brochures, balloons, sweets, offer announcements (particularly work announcements placed on the shop window) using any visual or sound means except under promotions established by the Management
- Without the consent of the Management of the Shopping Centre, Users must not place their advertisements or any advertisements of their products on the shop fronts of units. This rule shall apply to the whole area adjacent to the boundaries of the Unit and 1.5 m into the inside of the Unit if such inscriptions are visible in the traffic route inside and outside of the Centre. It is forbidden to display notifications of special offers of other shops, not located within the Centre. It is also forbidden to display any items protruding out of the unit.

3.6. Maintenance

Users are required to maintain all areas within the units, including windows and shop windows, in good working order and cleanliness.

Users are required to maintain the devices located in the unit and to provide the Management with protocols of the maintenance activities performed or inspection protocols of device replacement. Any works in the unit should be performed with due diligence, in a reliable manner and under application of the highest quality standard.

In the event of the units, which are accessible or visible to customers, particularly the part including the shop window, doors, decorations and equipment, is in a condition that is detrimental to the good reputation of the entire Centre, the Management may commission, after the prior warning of the

User, to bring the units to the appropriate condition at the expense of the User.

Without the Management's consent, Users must not change the location of any items of furniture and infrastructure located within the Centre.

3.7. Cleaning

The units must be kept clean at all times.

The areas adjacent to the units should be kept clean by Users to an extent satisfactory for the Management. The User shall not obstruct such areas or store or allow for storing of any waste or other items in such areas.

The cleaning of units and maintaining all external parts thereof in a clean condition will be performed in a non-disruptive manner to customer traffic and, if possible, outside the opening hours of the Centre.

The use of detergents and cleaning agents that give off unpleasant odours to clean units is prohibited.

Strictly no water must remain in the passageway after cleaning. Windows and frames of shop windows should be wiped dry.

During the cleaning of units (inside and outside), no materials or waste and refuse (including packaging and rubble) may be kept and placed in Common Areas (galleries, pavements, corridors, etc.).

Should a User fail to clean, the Management may, after a appropriate warning, commission the cleaning of the units at the cost of the User.

Each User is required to remove all waste and refuse and packaging from his units in own scope. Waste and refuse must be removed every day prior to the opening or after the closing of the Shopping Centre to customers.

Each User shall sort his refuse and waste at the source, i.e., on his own surface area in compliance with the recycling fractions collected from the Centre. Particular attention should be paid to sorting waste from commercial activities from municipal waste. The sorted refuse and waste shall be discarded into the appropriate containers in accordance with their intended purpose.

In the event of any breach of these provisions, the Management may commission the removal of waste at the cost of the User.

3.8. Use of Common Areas

The use of Common Areas (passageway, car park, pavements, escape routes, etc.) by Users for the

purposes of their own business activities is prohibited at all times. No goods or products in particular may be displayed outside the boundary of the units.

Any derogations from this principle require the prior consent of the Management.

3.9. Civil Liability and Insurance

The User shall be liable for any corporal and material damage incurred by his customers, personnel, suppliers, himself and any other persons, which have been caused by fire, explosion, flooding, burglary or other events that may occur within the area exclusive to the User.

The User is also liable for any damage caused to other Users or in areas of common use caused directly or indirectly by his own, his personnel's and supplier's activity.

To cover the risks mentioned above and of all risks connected with the conduct of business, Users shall conclude and maintain proper insurance policy agreements as stipulated in the lease agreements. The User shall provide the Management in the moment of opening of the units and at any other time requested by the Management a copy of the proper insurance policy or certificate stipulating the scope and maximum sum of insurance held.

The Management shall not be obliged to remedy the consequences of the given infringements or to pay compensation to anyone affected by the damage. If the User fails to remove the given infringement immediately, the Management can set an relevant additional deadline for the User, not less than 2 (two) days, the ineffective expiry of which shall authorise the Management, without additional notice, to remove the consequences of the given infringement, including entry to the units, and the costs of such activities shall be charged to the User.

3.10. Special Requirements for Catering Units

In the event of the units being used for catering purposes in compliance with the provisions of the lease agreement, regardless of the remaining provisions of these Rules and Regulations, the User is required to undertake the following:

- (i) will (a) collect garbage and waste formed or accumulated in the Premises in accordance with Management's recommendations, and (b) dispose the waste at the end of each day (or more often, shall the Management so require) in a container (refuse chute) or in other place indicated by the Management, in accordance with the provisions of Article 2.5 of the Regulations, in particular, for waste generated from catering activities, the Tenant shall be obliged to sign an individual contract for its collection directly with the waste collector;
- (ii) will prevent the smells from permeating from the premises to the Centre; however, having regard for the type of activity pursued by the User, some smells originating from preparation and sale of food will permeate; therefore there is an authorization to such permeating, provided that they do not exceed the acceptable standards; the decisions what kind of smells exceed acceptable standards shall be solely on the Management's side, and the User, upon prior notice delivered to any of its employees, shall take appropriate steps

to reduce the intensity of unacceptable smells or to restore by other means the pleasant smells in premises; the User will also protect the Premises from noise which may disturb or interfere in any way the activities of any occupant of the Centre; the User will maintain all equipment and ventilators so that their work cause no noise nor vibrations in the Centre; the User will agree to repair, at the Management's request, all damages being result of the work of such equipment or ventilators installed in the Centre;

- (iii) will every day remove any fat and other dirt from the not covered surfaces in the premises; the User shall not dispose of the fat and other similar substances into the waste beater, waste containers, drains, drain sinks and toilets; the User shall maintain the devices which stop the fat and other similar substances that are installed in the premises, including chemical degreasing of the sewers and pipes draining water; the User shall provide external containers for grease and other substances of similar type; the User consents to cleaning and degreasing of the whole kitchen surface, stoves, cooking utensils, hoods, ventilation holes, blower systems, filters and chimneys installed in the premises;
- (iv) will ensure that the hoods, ventilation holes, blower systems, filters and chimneys will be cleaned at least once a month, the Management may demand confirmation of such cleaning; the throughput of the ventilation system will ensure a proper air flow in the premises (that shall be in line with any law provisions prescribed for User's activity);
- (v) the User shall deliver to the Management its up to date menu to be published on the web site of the Centre and, immediately after implementation of any amendments therein, amended version thereof;
- (vi) the User shall install automatic and independent fire protection system to extinguish any items used for frying when the volume of the warm oil exceeds 15 litres.

3.11. Delegation of Powers

In compliance with safety provisions, the Management delegates to the person responsible for safety all powers connected with decision-making and undertaking all suitable and necessary measures for the said duties to be properly performed.

Chapter IV - Sanctions, Changes to the Rules and Regulations, Quality of Performed Services

4.1. Sanctions

Sanctions in the form of contractual penalties equal to the amount resulting from the lease agreement applicable thereto may be imposed on the User for breach of the provisions of these Rules and Regulations.

In the event of the lease agreement failing to provide for a contractual penalty for a given breach of the provisions of the Rules and Regulations, the Centre Management may impose such a contractual

penalty after prior warning of the User, equal to the amount of PLN 2,000 for each breach. The obligation of the prior warning of the User before the contractual penalty is imposed shall not apply to situations posing a threat to the safety of the Centre. The fact that a contractual penalty has been imposed does not preclude seeking damages in the full amount, under general principles.

4.2. Quality of Performed Services

The Centre strives to maintain high standards and to improve the quality of provided services. This approach, initiated by the Landlord, is aimed at long-term maintenance of the image and perception of the Centre by the customers who will distinguish the Centre from other shopping Centres due to the high level of services and cultural approach to the customer. As part of this policy, the Centre may participate in the Quality Certification Program (and in other comparable programs aimed at certifying compliance with quality standards). As part of its activities the User accepts the approach described in the above matter and is committed to actively participate in maintaining and improving the perception of the Centre's image, brand and services provided therein.

The Managing Company has the right to supplement these Rules with additional terms of Centre's Quality, defining the specific responsibilities of tenants, associated with quality certification. This Quality Policy shall form an integral part of these Rules and Regulations, and may be revised as appropriate to reflect the principles, rights and obligations of the Users or the Managing Company of the Centre necessary to implement, maintain or improve the quality standards of the Centre. The Users will be informed of the above changes.

The Users' involvement in quality certification system may involve in particular:

- appropriate behavior at the welcoming and appropriate relation with customers;
- care for the proper maintenance of the premises;
- care for the shop window;
- proper performance of the work in the premises.

Under Quality Policy (or in accordance with any other relevant document replacing it), the proper maintenance of the premises and the façade and the proper conduct of work in the premises shall meet high quality requirements for materials, signage and general maintenance of the premises and sites.

In order to achieve the desired level of quality, Users' employees should hold annual training on the quality of welcoming and customer services in accordance with the quality policy. At the discretion of the User, such training can be conducted internally or through external companies recommended by the Management. At the request of the Management, the User shall submit proof of the annual training for all User's employees.

Manner of welcoming customers by the User and the general behavior of its employees will be assessed by appropriate methods (in particular, the so called mystery shoppers) by the Management or the appropriate external advisers. The User will be informed of the results of this

assessment and, if necessary, appropriate improvement plan, together with the User, will be developed.

The Management will present annual achievements with regard to compliance of certified Centre (in particular as to the quality of welcoming) to the Users and will inform the Users of changes to the Rules of Centre Quality Certification, if such changes shall occur.

4.3. Amendments

These Rules and Regulations may be amended or supplemented at any time and in the scope of all the provisions entailed therein, in the interest of the proper and efficient functioning of the Shopping Centre upon the initiative of the proprietors of the managing company of the Shopping Centre or the Managing Company of the Facility. Any amendments to these Rules and Regulations shall enter into force after notification of the Users within a term stipulated by the Managing Company. Notification of changes to the Rules and Regulations may be communicated via the internal URW Connect information channel or similar which may replace it in the future.

The provisions of these Rules and Regulations as well as any amendments thereto, shall apply to all Users, who are required to deliver the provisions of these Rules and Regulations to and ensure that it is observed by the persons under their lawful charge (employees, partners, etc.) as well as by all persons that they are liable for (suppliers and contractors).

4.4 Annexes

The schedule to these Rules and Regulations is the draft of turnover report of the User.

Data/Date: _____

Do /To:

Crystal Warsaw Sp. z o.o.
ul. Wołoska 12
02-675 WarszawaAdres korespondencyjny/
Address for correspondence:Crystal Warsaw sp. z o.o.
ul. Wołoska 12
02-675 Warszawa

Od/From: _____

Nazwa Spółki/Company Name

Adres/Address_____
Numer Lokalu/Unit numer_____
Nazwa handlowa/Trade name

MIESIĘCZNE ZESTAWIENIE OBROTÓW MONTHLY TURNOVER REPORT

Miesiąc/rok /Month/year: _____

Ilość kas fiskalnych/No. of cash register: _____

Niniejszym potwierdzam następujące dane/I hereby confirm the below data:

Obroty netto (bez VAT)/ Net turnover (excl.VAT)	Korekty obrotów netto (bez VAT)/ Turnover adjustments (excl.VAT)	Obroty netto po korektach (bez VAT)/ Net turnover after adjustments (excl.VAT)	Obroty brutto po korektach (z VAT)/ Gross turnover with adjustments (incl. VAT)

Za zgodność/Approved by:

Podpis Osoby Upoważnionej/
Authorised Person Signature_____
Pieczęć Firmy/ Company stamp

Formularz prosimy dostarczyć faksem (022 161 47 56) lub e-mailem (recepcja.westfieldmokotow@urw.com), a następnie pocztą lub kurierem na adres korespondencyjny wskazany powyżej, do 5-go dnia następnego miesiąca.

Do niniejszego formularza należy dołączyć wydruki z kas fiskalnych.

This form should be provided first by fax (022 161 47 56) or e-mail (recepcja.westfieldmokotow@urw.com) and then by mail or courier on address for correspondence as indicated above, within 5 days of the following month.

To the report should be attached fiscal receipts.