

AFI Palace Brasov

Operational Rules

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1. AFI Palace Brasov Shopping Centre (the “Center”)

1.1. DESCRIPTION OF AREA

AFI Palace Brasov is situated in Brasov, 78, 15 November Blvd., Brasov County, Romania.

GENERAL INFORMATION

The Landlord and the Shopping Center Management have the right to modify and update the Operational Rules from time to time and inform the tenant via email.

*1. These rules are binding for the Tenant leasing the premises within the Center, its personnel employed and the visitors and guests of the Tenant as long as they are present within the premises or the Center. The Tenant is responsible for any actions violating these rules and regulations, together with the committers of such actions, and the Tenant shall be liable to pay any and all penalties hereunder or under the Lease Agreement for the breach of the Operating Rules and the “**Visitors’ Rules**” by the Tenant, its employees, and suppliers.*

2. The Tenant is liable to comply with the rules, to refrain from disturbing others and from violating others’ rights and to comply with the provisions of these Operational Rules and/or Visitors Rules while using both its own premises, the additional and using common areas in the Center.

3. The below-mentioned rules should be strictly complied with in order to allow the Center to be operated in accordance with its purposes, to carry out maintenance-repair works, to maintain security and safety rules. These rules are subject to change by the Landlord or the Center’s management when it is deemed necessary by them to do so. All decisions taken by the management are binding on the Tenant, its staff, visitors, guests and agents.

1.2 PLAN OF THE BUILDING

Determination of common areas:

General definition of common areas in the Center is contained in each individual Lease Agreement. The

Operational Rules define in more detail the common areas and the mode of their use. The mode of use of the common areas is set down by the Landlord and may be thereby modified. The common areas include also so-called Service premises, which support the Center and also the entire Center.

The Tenant and its employees are forbidden to access and enter to any Common Premises. The common areas are in particular:

- *Pavements and passages*
- *Entrances to the Shopping Center*
- *Elevators and escalators*
- *Fire and other stairs*
- *Central waste storage*
- *Loading and unloading bay*
- *Information Desk*
- *Public toilets and the Resting premises*

Common areas with restricted entry right (Common Premises) are in particular:

- *Offices of the Administration of the Shopping Center (entry forbidden)*
- *Service and elevator shafts (entry forbidden)*
- *Control rooms (entry forbidden)*
- *Cleaning up rooms (entry forbidden)*
- *Engine rooms (entry forbidden)*
- *Fronts (entry forbidden)*
- *Roofs (entry forbidden)*
- *Guard Rooms (entry forbidden)*

2. OPERATING AND OPENING HOURS

2.1. GENERAL INFORMATION

1. *The operating hours of the Center and the opening hours stipulated in the Operational Rules are set down only informally. Precise operation hours and opening hours will be set down by the Shopping Center management.*

2. *Operation hours and opening hours are set down in such a manner to provide the visitors of the Center with maximum shopping opportunities in the Center.*
3. *Each and every Tenant in the Shopping Center is obliged to serve any costumer during the entire operational hours including a visitor appearing in the last minute.*
4. *Each and every Tenant in the Shopping Center, is obliged to serve and present its full verity of goods to be fully available during the entire operational hours.*

2.2. ANTICIPED OPENING HOURS

1. *The Center is open from 10.00 am to 10.00 pm.*

During Sunday till Thursday:

Minimum working hours for the units below will be as follow:

- Shops - *from 10:00 to 22:00*
- Hypermarket - *from 10:00 to 22:00*
- Food Court - *from 10:00 to 22:00*
- Coffee shops and Restaurants - *from 10:00 to 00:00*
- Cinema - *from 10:00 to 03:00 am*

During Friday and Saturday:

Minimum working hours for the units below will be as follow:

- Shop – *from 10:00 to 23:00*
- Hypermarket - *from 10:00 to 23:00*
- Food Court - *from 10:00 to 23:00*
- Coffee shops and Restaurants - *from 10:00 to 01:00 am*
- Cinema - *from 10:00 to 03:00 am*

2. *In case special promoting and/or marketing events take place in the Center, the Landlord has the right to extend the operational hours accordingly and reasonably.*

3. *The Center is open, as a rule, for 365 days a year, however, this rule is subject to change by the management on religious or official holidays banned by the legislation or due to force major.*
4. *During opening hours the Tenant is obliged to ensure the presence of its personnel in the Leased Premises.*
5. *The Tenant is entitled to use two (2) inventory days per each calendar year, however not during Romanian legal holidays, nor during weekends. The Tenant is obligated to request the Landlord's prior written consent (which shall not be unreasonably withheld or delayed) for the exact day when the Leased Premises shall be closed for inventory.*
6. *The common areas are closed and guarded out within the operating hours. Access to common areas outside the operating hours is possible only upon permission by the Center Operational Manager and/or security service of the Center.*
7. *It is mandatory for the Tenant and the staff employed by it to keep its staff identification cards with photographs and to present it to the security personal upon request at the entry into and exit from the Center at hours other than the opening hours of the Center. Personnel cards shall be issued and approved by the management in accordance with the list to be provided by Tenant. Personnel entries shall be made from specified locations. Where it is necessary, the list of staff who will work during hours other than normal working hours shall be notified to the Landlord and the required consent shall be obtained by the Tenant so that both the permanent and temporary staff shall be furnished with a staff identification card. However, neither of this staff shall be present at the Center common areas between the mentioned hours.*

2.3. OPENING HOURS DURING PUBLIC HOLIDAYS

Regular opening hours will differ during certain public holidays and seasons related thereto. Any modifications of the opening hours during public holidays will be announced by the Landlord at least 2 (two) weeks in advance. Respecting the law, the opening hours during public holidays usually exceed the regular opening hours of the Center.

3. SUPPLIES

1. *Supplies are allowed 24 hours a day under the bellow-mentioned conditions:*
2. *Supply of goods and supply in the Common Areas of the Center shall be made from 09.00 a.m. to 10.00 p.m.*
*Supply of goods and stocks that requires use of transport pallets is allowed **only** between 10.00 p.m. to 09.30 a.m. latest !*

From 09:30 a.m. until 10:00 p.m, any and all supplies will be carried out by 2 wheels cartage as describe below:



3. *The Tenant and its employees shall secure the unloading and the loading of the goods delivery and its transportation to the Leased Premises. The Landlord and the security service shall not accept in any case any supplies or assume any responsibility therefore.*
4. *The Tenant shall reimburse the Landlord any potential expenses deriving from the disposal of the blocking vehicles or other expenses deriving from precautionary activities undertaken to secure the fulfillment of such duties by the Tenant.*

5. *In order to minimize the unloading time and blocking of the loading area for further supplies, the Tenant and its employees shall immediately secure the unloading of the goods and their transportation to the Leased Premises.*
6. *The vehicles having a total weight exceeding 3.5 tones shall take preference when using the supplies bay. In case the supplies bay is occupied, the Tenant shall co-ordinate the unloading of goods with the security service.*
7. *Supplies of substance that require special treatment, hazardous substances and inflammable substance may be made only upon prior written consent of the Landlord.*
8. *For the transport of the goods from the loading area into the Leased Premises only stock containers that do not damage the surface of the floors of the Center and that were priory approved by the Landlord can be used when such goods are moved within the Centre.*

4. SECURITY, COMMUNICATION AND INTERNAL INSTRUCTIONS

This chapter contains only basic and general information.

4.1. GENERAL INFORMATION

1. *The Security service of the Center shall ensure in particular the security and guarding of the Common Areas of the Center; the Landlord and/or the Management Company will carry no responsibility for any thefts, robberies and related damages which might occur in the Leased Premises.*
2. *Duties of the Security Service of the Center involve in particular:*
 - *Monitoring and keeping the peace and order of the Center.*
 - *Securing of overall security and security of the customers and guarding of common areas.*
 - *Implementation of rules and regulations of the Center and the parking rules – Visitors Rules, Operational rules, Security directive, etc.*

Assistance to the Center customers and visitors.

- *Provision of basic first aid.*
- *Regulation of opening hours of the Center*
- *Mobility in the premises*
- *Evacuation plan of the premises*

- *Fire protection, labor security*
 - *Cooperation of tenants with the security service*
 - *Crisis management*
 - *Administration of key economics*
 - *Matters prohibited to employees of tenants in the Center*
 - *Parking for tenants*
 - *Lost property office*
 - *Operation of supplies bay*
 - *Operation of parking lot*
 - *Others*
3. *The activities and efficiency of the intervention of the Security service personnel of the center within the Leased Premises is limited by the activity of other security entities contracted by the Tenant.*
 4. *Tenants of the Center are strictly forbidden to hire the Center Security services in regards to their Leased Premises within the Center.*
 5. *The Tenant and its employees in the Center shall respect the security service personnel and their requests and cooperate with them to enable them to fulfill their duties.*
- 6. Basic structure of the Security Service**
- a. *Security manager (hereinafter SM) of the protection of the Center will be communicated through Security Directive. All the guards of the Center are subjected to him. His jurisdiction involves communication with tenants on conceptual matters, communication with the Police and with the administrator of the internal rules of the Center.*
 - b. *Permanent service (operations center) of the protection of the Center is in charge of monitoring of the common areas and solving all operational problems in the center and coordination of servicing activities. It is at Tenants' disposal in case of any extraordinary event.*

4.2. SECURITY DIRECTIVE

The Security Directive shall form an indivisible annex to these Operational Rules. As is the case with any other internal norm of the Center, the Security directive is administered by the Security manager of the Center, who

shall present it for the approval of the Landlord. The Security Directive will be issued at least one month before the commencement of the operation of the Center and will be personally introduced to the Tenants including other internal instructions at least 14 days before the commencement of operation of the Center. The Security Directive shall be updated by the Security manager. Entry into effect of any amendment to the directive is subject to its publication at least 14 days in advance. Major amendments thereof will trigger training of the Tenants in relation to the content thereof.

4.3. MOBILITY IN THE PREMISES

Mobility of Tenant in the common areas is restricted to public premises of the Center. It is prohibited to enter the places bearing the sign „Guarded area – Entry prohibited“, without notification of the permanent service. (This applies in particular to all emergency exits).

4.4. PARKING LOT RULES and VISITORS RULES

These documents set down the rules, movement and behavior of the visitors in the afferent area of the premises. These documents are binding for all premises and all visitors, agents, employees of the Tenants. These regulations, similar to the Security Directive, are administered by the Security manager, who shall present it for the prior approval of the Landlord. Other ways of updating thereof and publication are identical to Security Directive. The Parking Lot rules forms Annex No. 2 to these Operational Rules.

4.5. CONTACT PERSONS IN CASE OF EMERGENCY

Tenant shall hand over to the Landlord a list of employees who shall be contacted in case that an extraordinary security matter or accident arises during and outside the working hours. The Tenant shall ensure that the Landlord will always have at its disposal updated list of employees and valid telephone numbers. For cases of accidents or extraordinary events the Security service will also have access to the list.

5. CLEANING AND WASTE

5.1. CLEANING

- 1. The cleaning service of the Center shall keep the common areas of the Center clean and hygienically safe.*

2. *The cleaning service of the Center is not responsible for cleaning and waste disposal of the individual Leased Premises.*
3. *Tenants of the Center are strictly forbidden to hire and/or use the Center cleaning services in regards to their Leased Premises within the Center.*

5.2. CLEANING OF COMMON AREAS

1. *The Landlord shall secure, by specialized contractors, the cleaning of all common areas, toilets and cleaning of malls and trade malls.*
2. *The Landlord shall ensure the removal of dishes from the common tables, cleaning the tables, floors and collection of waste only in the common areas.*

5.3. FAST FOOD TRAYS

1. *Each tenant within the food court shall ensure, on its own expenses and responsibility, to provide its own trays in sufficient number during the entire Term of the Lease. The Landlord shall ensure the removal of the food trays from the food court and hand them over to the tenant's responsibility.*
2. *The Landlord shall ensure that the environment in the area of the food court is safe, clean and hygienic.*

5.4. SEPARATION OF WASTE

1. *All tenants are required to remove waste from their shops from 7:00 till 9:00 and from 22:00 till 01:00 o'clock and deposit it in closed plastic bags to special containers.*
2. *Provided that the waste removal is not executed through the shopping passage, the removing of the waste from the Leased Premises is permitted between 09.00 a.m. and 10.00 p.m.*
3. *The tenant is obliged to obey the following waste statutes and regulations as follow:*
 - a. *Waste from garage areas, multiplex cinema and waste originating from visitors will not be separated for the reason of inadequate purity of individual components thereof.*

- b. *Organic waste originating from restaurants shall be liquidated in waste crushers (food residues), waste originating from food preparation shops shall be deposited in chilled warehouses.*
- 4. *Waste from the Leased Premises shall be collected by the Tenant in closed plastic bags and removed to the central waste warehouse.*
- 5. *The Tenant and/or its employees are forbidden to use the public waste bins which are located all over the common areas of the Center.*
- 6. **Food Court units waste** *shall be removed from the premises by a special, high standard and well design cartage, directly to secondary waste rooms equipped with a Waste Tube.*

Under no circumstances, shall the Tenant leave any waste around and/or near the Waste Tube or outside the waste container.

5.5. WASTE REMOVAL

- 1. *Paper, plastic:*

The Tenant shall dispose of waste in plastic bags and in platform carriages by the same elevators as in the case of the mixed waste, to the central warehouse.

- 2. *Wood:*

Packaging wood and pallets shall be removed in a mobile container (approx. 1 m³) to the central waste warehouse.

- 3. *Organic waste, expired foodstuff:*

Organic waste originating from restaurants shall be disposed of in two ways. The food residues shall be liquidated in crushers in the dish washers (based on hygienic requirements) located under the sinks in the special rooms. Other organic waste shall be deposited in polyethylene bags in the chilled warehouse. Waste will be removed on the day of its collection by the employees of the Tenant in the platform carriage to the central waste rooms, where it will be shortly deposited (approx. 1 hour).

- 5. *Processing of waste (applicable only to restaurants):*

The Tenant's operating the restaurants are obliged to install on their own expenses the crushers which will secure the usage of the waste tubes !

Should Tenant's activity imply the disposal of residual waste water, the residual waste water resulted from

Tenant's activity shall pass through the grease separator of the Center. Should the grease separator of the Center reach its maximum capacity, the Tenant undertakes to install on its own expense and to ensure the maintenance and repair of a separate grease separator in accordance with the technical specifications imposed by the Landlord. In case the aforementioned obligation is breached by the Tenant, the Tenant is forbidden to commence its retail activity within the Leased Premises until the repair of the separate grease separator.

The tenant is obliged to pay the grease separator fees according to Pro-Rata cost invoice which will be issued by the Landlord

*The Tenant shall be obligated to submit to the Landlord within the first 10(ten) business days following the preceding calendar month a written statement (the "**Monthly Statement regarding the collected grease and used oils**") certifying the exact quantity of grease and used oils collected by the specialized companies for the given calendar month. The Monthly Statement regarding the collected grease and used oils shall be signed by the Tenant legal representative and by the representative of the company that collects the grease and used oils*

6. MAINTENANCE

1. *Maintenance shall mean the maintenance of all distribution of media and technological equipment except for the Leased Premises, illumination of all common areas, minor repairs of the equipment of the Center and technologies located within the surrounding area and on the parking lot.*
2. *Before the commencement of the operation of the Leased Premises, the Tenant shall hand over to the Landlord a full set of project documentation of the actual situation of individual media including all revisions ("As Built") thereof, in two copies. One copy in electronic version and a second copy as hardware version.*

The Tenant shall notify the Landlord in advance for the Landlord prior approval about any modifications and/or changes in the premises of media and shall secure regular controls and revisions of individual appliances and media in accordance with the applicable Romanian Technical Rules.

3. FIRE SAFETY:

The Tenant is obliged to perform the frequent inspection, to maintain and repair the entire fire protection system which includes sprinklers, smoke detectors, extinguishers, hydrants, keeping valid fire department certificates, exhaust evacuation system for food units etc.), and/or media serving its Leased Premises (including, but not limited to systems such as HVAC, on its own cost and expense. For reasons related to the

overall safety of the Shopping Center system and/or media, the Landlord reserves its right to nominate the contractor that the tenant shall contract for the performance of all or part of the maintenance or repair services stipulated herein above

Fire alarm panels within the Leased Premises (excluding free standing units) at are in turn connected to the Landlords Fire panel, located within the management office in the service yard. (This only applies to units on the centre's "common" fire permit).

The landlord's panel is monitored 24 hours a day by security officers.

Fire alarms within Leased Premises are required by law to be tested and maintained on a regular basis(weekly) by the tenants, with such procedures being documented. Tenants should ensure that their system is maintained by a recognized, trade approved contractor.

It is a requirement of the Centre Management that tenants' fire alarms are tested on a weekly basis, failure by the Tenant to carry out this test can result in an unscheduled visit by the Fire Safety Officer. All tenants will be notified in writing of their failure to complete their fire alarm test, being agreed that a copy of that letter is also sent to both the tenant's head office and the Fire Safety Officer.

Tenants will be required to provide to the Landlord's representative a copy of the retained contractors inspection and test certificate on an annual basis.

Evacuation Procedures

It is the full responsibility of the Tenant to train its staff in relation with with fire evacuation, relevant to their individual unit.

Persons appointed for such a role should preferably have supervisory status. Tenant managers should ensure that all employees are trained in fire evacuation procedures. If safe to do so, appointed fire wardens should ensure that a thorough search of the unit during any evacuation, ensuring that all staff, visitors, and the public are clear of the premises. Wardens should also check all heating appliances have been rendered safe, and that wherever possible, electric plugs are withdrawn, prior to final evacuation.

Should the said work be carried out by the Tenant, it undertakes to ensure, by appointing a fire-warden which shall consult the Tenant in this regard, to compile and keep the fire protection documentation to reflect the actual situation and hold regular mandatory fire protection training for its employees., The Tenant shall handover to the Landlord the results of such systems and media inspection, upon Landlord's request. Should the Tenant breach any of the aforementioned obligations, the Landlord shall have the right to request penalties up to the amount of 1% per day of the the monthly rent.

Notwithstanding Landlord's right to apply penalties as aforementioned, the Landlord shall be entitled to terminate the Lease Agreement, in accordance with Art. 1553 of the Romanian Civil Code, in case (i) the aforementioned breach is not remedied by the Tenant within 7 days from Landlord's notice; or (ii) the Landlord has justified reasons to believe that the fire safety conditions or status within the Leased Premises might endanger the safety of the Center or of its other tenants and/or visitors.

a. ***Electric fire signalization (EFS)***

Indicators EFS administered by the Landlord are placed in the Leased Premises.

The Tenant shall secure immediate access to the indicators to the persons empowered by the Landlord (guards, maintenance, etc.), if fire is being indicated.

The Tenant shall also enable revision reviews and trials of the indicators upon prior agreement therewith.

b. Automatic extinguishing equipment (AEE- Sprinklers)

Modifications of AEE shall always be made in accordance with the Technical rules of the Shower extinguishing equipment with showerheads and will be performed on the account of the Tenant. Modifications may be performed only upon prior consent of the Landlord and a company agreed upon with the owner of the Center shall exclusively be procured.

The fire hydrants shall not be closed or covered. Water shall not be drawn from the internal fire hydrants for other purposes than fire protection.

*c. **Manual Extinguishing Equipment (MEE)***

MEE were installed only in the common areas of the Center in accordance with the legal requirements. The Tenant is responsible for the installation thereof (MEE) in the Leased Premises. The Tenants shall also procure regular revision reviews thereof and therewith connected duties.

4. The Tenant shall maintain and repair the Leased Premises by itself and on its own expense and any such activity shall be performed in coordination with the Center Management. Should the Tenant fail to maintain the Leased Premises in proper condition and in accordance with the Lease Agreement, the Landlord may carry out all the necessary repairs on the expense of the Tenant plus additional 15% cost. In such case the Landlord is entitled to enter the Leased Premises to perform the necessary actions.

5. All maintenance and repairs that do not require expeditious action shall be procured by the Landlord and shall not be carried out by any other person than by the Landlord (directly or by specialized companies) or by a thereby empowered employee.

*6. **Should the technological and service equipment be accessible through the Leased Premises, the Tenants of the Leased Premises and/or its employees within the Leased Premises shall enable the Landlord to enter the Leased Premises for the purposes of maintenance and/or repairs.***

*7. **Maintenance – Electro:***

All electric equipment and installations used and operated in the Center shall comply with the regulations of the administrative bodies of the Romanian law. The Tenant shall ensure to obtain annual maintenance report of the electrical panel, issued by a certified electrician, and to provide the Landlord a copy thereof.

8. **Telephones :**

Wires including the connecting elements are owned by the Landlord. Any modifications or interventions therewith may only be carried out upon the Landlord's written approval in advance thereof.

9. **Plumbing maintenance :**

The Landlord shall procure the supplies of water to the Leased Premises and the disposal of wastewater by waster and oil sewage. Repairs and modifications of water distribution and equipment, sewage in the Leased Premises (including cleaning of sewage and decompressing of the heating) shall be performed by the Tenant on its own expense. The Tenant is hereby required to prevent any blockage of water tubes or sewage.

All interventions into the location of the media shall be notified to the Landlord and coordinated with the maintenance of the Center so that other operations of the center are not interfered with.

The Tenant shall maintain on his expenses the WSHP located in its Leased Premises. The Tenant shall conclude a service and maintenance contract for keeping up the WSHP unit, with an authorized company.

Functionality report of the WSHP must be submitted by-annually to Landlord.

10 **Roof leaks:**

In case a leak of water through the roof coating is ascertained, the Tenant shall immediately notify the defect to the Landlord and shall enable the immediate repair thereof. The Landlord is not liable for damages arising out of leaks that occurred as a consequence of works undertaken on the coating by the Tenant.

11. **Extermination of pests:**

The extermination of pests in the common areas shall be performed by the Landlord, which shall contact the Tenant in order to acquaint them with the extermination of pests plan. The Tenant is obliged to enable entry to its Leased Premises for the performance of control and planned extermination of pests.

12. **HVAC:**

The Tenant is obliged to ensure the maintainance of the HVAC system accordingly to the system specifications. In addition, the Tenant will perform quarterly inspection of the HVAC system and handover to the Landlord an official confirmation of the profesional inspection.

7. BUILDING MODIFICATIONS AND REPAIRS OF THE LEASED PREMISES

- 1. In case the Tenant is planning to execute any kind of modifications that are in compliance with the Lease Agreement within the Leased Premises, the Tenant is obliged to inform the Landlord and obtain the Landlord's written approval in advance. , All modifications carried out by the Tenant shall comply with the Fit Out Manual which forms an Annex to the Lease Agreement.*
- 2. Tenant may carry out only such construction or other works in its Leased Premises that is in compliance with its Lease Agreement or that is approved in writing beforehand by the Landlord in advance.*
- 3. **MAIN INTERNAL 3D LOGO** – The Tenant is obliged to install above the main entrance of the Leased Premises entry an illuminated brand logo which will be approved by the Landlord in advance as a part of the technical documentation set.*

Logo definition will be in 3D consisting separate letters with minimum level of 150 Lux/m². The minimum height of the fonts will be not less than 40 cm. The minimum depth of each letter will be 40 mm.

The 3D logo will be connected to a timer located in the Tenant's Leased Premises electrical panel, which will ensure the activity of the 3D logo during the specified time as follow: From 08:00 a.m. until 02:00 a.m. every day.

Leased Premises which operate out of the operational hours (Casino, Hypermarket, Cinema, etc) –from 08:00 a.m. until closing hour, but not earlier then 02:00 a.m.

***EXTERNAL 3D LOGO** – After the Landlord approval of the External Logo plans, Tenants which use external logo on the Center façade, are obliged to operate it every day from 06:30 a.m. until 02:00 p.m. For the avoidance of doubt, all authorizations and/or permits and/or tax necessary for the installation and/or maintenance of such logos, as well as any and all necessary maintenance and repair thereof shall be under the sole liability and expense of the Tenant.*

- 4. Tenants are obliged to keep the leased premises properly and sufficiently lighted with minimum level of 300 Lux/m².*
- 5. The Leased Premises Shop front windows can promote ONLY the Tenant's goods and services.*
- 6. The Tenant is obliged to maintain its internal and external shop fronts, i.e. in particular, the glass, the logo, blinds, glass fillings and frames, to be clean and in high standard. In order to ensure their clean view of the*

shop front, the Tenant will clean it at least twice a month. The Tenant is obliged to keep the internal shop front area illuminated also out of the operational hours of the shopping mall

- 7. Installation of any advertising material and/or information material on the shop front of the Leased Premises is subject to the written consent of the Landlord in advance. Any shop front re-design and/or any adjustments shall not be performed during the Operational Hours of the Shopping Center.*
- 8. Without Landlord's prior written approval, Tenant is not allowed to place, offer or distribute any marketing and/or informative materials which promote products or services of third parties which are not offered in the Leased Premises within the purpose of the lease and/or Permitted Use as specified in the Lease Agreement.*
- 9. In the event of failure of or damage to the technical equipment in the Leased Premises, the Tenant is obliged to take immediate action to ensure the repair of such equipment from the date of discovering such disturbances or failures. In the event that the Tenant fails to repair this device within 48 hours, the Tenant will carry a penalty regarding the breach of this obligation in accordance with the relevant provisions of the Lease Agreement.*
- 10. The Tenant and its employees are strictly forbidden to use the Hypermarket carts for any purpose whatsoever. In case of any breach by any Tenant of this undertaking, the Tenant shall pay to the Landlord a penalty of 100 EUR per breach.*
- 11. The Tenant operating the Hypermarket shall ensure the maintenance and cleaning of carts and Cart Shelters on a daily basis and shall duly and timely collect and place within the specially designated Cart Shelter any and all carts located within the Common Areas of the Commercial Centre and/or Park Lot or Service Area*

8. MARKETING

- 1. The Landlord organizes diverse activities and events, publishes advertisement posters and brochures, and promotes the Center in media in order to visualize the Center and increase the number of visitors. The Landlord shall act at its discretion to hold events, activities and various activities inside and outside the Center in order to draw the attention of the public to the Center, sales promotion therein and to encourage the shopping and visits to the mall, including performances, fairs, fashion shows and sales promotion special offers of all kinds and types, distribution of shopping vouchers, gift vouchers, credit cards, lotteries, parties and ceremonies.*

9. OTHERS

9.1. NOISE LIMITATION

The Tenant will be responsible to prevent spreading noise and/or loud music from the Leased Premises in order to avoid disturbance to the common areas of the Center.

9.2. AIR CONDITIONING

9.2.1. The Tenant is obliged to use the air-conditioning system or other similar equipment within the premises accordingly to the seasonable temperature outside of the Shopping Center. Tenant which will not operate the air-conditioning system accordingly, will be re-invoiced by the Landlord for the public air-conditioning proportional consumption.

For the avoidance of any doubts, the air-conditioning temperature level will be use as follow:

Summer Time – between 20° to 22°

Winter Time – between 22° to 25°

9.2.2. The meters for the measurement of the utilities' consumption may be disconnected by the technician of the Landlord upon a prior written consent by the Landlord.

9.2.3. Buffets, cafés and restaurants and Fast Food restaurants shall keep their cooking oils from solidifying quickly, in special vessels, and shall take them out of the Center in accordance with the directions and within the knowledge of the Landlord, after it was used. It is strictly forbidden to discharge these oils to plumbing facilities, manholes, to store outlets or water closets, etc

The plumbing facilities shall not be used for any purpose than that for which they are constructed, no foreign substance of any kind shall be thrown therein, at the expense of any breakage, stoppage, or damage resulting from a violation of this provision shall be borne by the Tenant who shall, or whose employees, or agents, or invitees shall have caused it.

9.4.4 In case the Tenant shall plan any maintenance and/or construction work in the premises out of the operational hours of the Center, the Tenant shall file a written request for the Landlord's approval in advance. Landlord's prior written consent in this respect is mandatory.

9.4.5 The occupancy and use of the Leased Premises for purposes other than the Permitted Use under the Lease

Agreement and Operational Rules, in particular, carrying out manufacturing works and workshop operations in these independent sections or the occupancy or use of these areas as residential units are strictly forbidden.

9.4.6 The Tenant is strictly forbidden to over-pass its Leased Premises by using the common areas and/or for whatsoever reason.

9.4.7 It is strictly forbidden to install radio or television equipment or other similar devices and to turn up the sound to a disturbing level for the visitors of the Center or for the other Tenants of the Center. Furthermore actions likely to create noises, dust and smell that may disturb visitors or other Tenants of the Center and may be felt, heard, affected or smelled from outside the Leased Premises should be avoided.

9.4.8 It is strictly forbidden to sell, drink and cause to drink any kind of alcoholic drinks within the Leased Premises except for the premises and restaurants furnished with a permit for sales of alcoholic beverages in accordance with the legal provisions and based on the prior written consent of the Landlord. These interdictions shall also apply to restaurants, fast food stores and café.

9.4.9 It is strictly forbidden to photograph and/or film for professional or personal videos within the Center without the prior written consent of the Landlord. The Tenant is obliged to notify and obtain the necessary prior written consent of the Landlord before any photographing or filming within its Leased Premises.

9.4.10 It is strictly forbidden to keep and breed pets such as cats, dogs within Center and within the Leased Premises except for the places permitted by the Landlord, if any.

9.4.11 All signs and logos of Center can be used by the Tenants only in the manner permitted priory in writing by the Landlord.

10 OPERATION OF THE PARKING LOT

10.1 For reasons of capacity shortage, the public parking of the Center shall not be used for parking of Tenants' or Tenants' employees' vehicles.

10.2 It is in the Landlord's and Tenants' common interest that the Center has an increased number of visitors, supplying the necessary parking spaces. Therefore the Landlord is entitled to impose a parking fee so as to prevent the use of parking places for reasons other than the visit of the Center. Such shall trigger a positive outcome upon the overall turnover of the Tenants.

11 CONCLUSION

The Operational Rules, including its amendments, appendices and legal norms, as subsequently amended and supplemented, are binding for the entire Tenants, their employees, contractors, agents and visitors as well as for all the servicing entities and other persons related to the operation of the Center. The Landlord hereby requires every such person to comply with all provisions hereunder for an optimum operation of the Center.

Annexes:

3. *Security Directive (includes: Evacuation plan and Fire Protection Plan)*
4. *Visitors' Rules*
5. *Contact person detail*

***INTERNAL REGULATIONS
INTENDED FOR THE VISITORS
OF "AFI BRASOV" SHOPPING CENTRE***

FOREWORD

- 1) AFI PALACE BRASOV S.R.L. is the owner of “AFI Brasov” Shopping Centre (hereinafter referred to as the “Owner”) located in Brasov Municipality, 15 Noiembrie Boulevard, no. 78, Brasov County (hereinafter referred to as “Shopping Centre”).
- 2) AFI Brasov Shopping Centre operates under these Internal Regulations (hereinafter referred to as the “Regulation”) which establish the rules of organisation to be followed by the visitors of the Shopping Centre in order to ensure the optimal operation of the commercial operations and the efficient use of the facilities of the Shopping Centre.
- 3) Visitors means all customers, clients, authorised persons and persons accessing the Shopping Centre.
- 4) The access for all the visitors to the Shopping Centre is permitted only in accordance with the rules set out in this Regulation, without any restrictions or reservations.
- 5) Any person who violates the provisions of this Regulation will be excluded from the Shopping Centre and will bear the consequences of their actions.
- 6) The Owner has the right to amend the Regulation unilaterally, whenever it deems necessary.
- 7) The Regulation is displayed inside the Shopping Centre and on the website <https://www.afibrasov.ro/> (hereinafter referred to as “the Site”).

GENERAL PROVISIONS

- 1) The visitors are required to use the facilities offered by the Shopping Centre in a manner appropriate to the activities carried out in it, in accordance with this Regulation, the applicable law, good morals and public peace, the instructions of the representatives of the Shopping Centre management, of the security staff and of the firefighters on duty.
- 2) As the Shopping Centre aims to ensure a pleasant and safe atmosphere, the visitors are obliged to comply with this Regulation. Afi Brasov reserves the right to select its visitors, to prohibit access or to drive visitors outside the Shopping Centre who do not comply with the provisions of this Regulation. The visitors may be held liable for direct or indirect damages caused to the Shopping Centre, to the Owner, to its employees and collaborators, as well as to other visitors.

STRUCTURE OF THE SHOPPING CENTRE

1) The structure of the Shopping Centre involves Leased Premises, Service Areas and Common Areas with the following destination:

a) **The Leased Premises** represent the premises destined for the commercial activity within the Shopping Centre and are operated by the traders for the purpose of selling goods and/or providing services.

b) **The Service Areas** include, but are not limited to, the administrative offices of the Shopping Centre, the dispatcher, the control rooms, the security rooms, the elevator service cabin, the technical rooms, the technical spaces for the maintenance and storage of cleaning materials, the spaces for the personnel (toilets and lockers), the storage areas, the waste collection and selection areas, the cargo supply ramps, the ALA civil protection shelter, the fire escape stairs, the facades, the roofs and the fire exits.

c) **The Common Areas** include pavements, public access roads, walkways, driveways and pedestrian ways, parking spaces, landscaped green spaces, information desk, elevators and escalators, stairs, public toilets, entertainment and recreation areas, and the common dining area.

2) The manner of the utilisation of the areas in the structure of the Shopping Centre is established by the Owner of the Shopping Centre and may be modified at any time by the Owner.

3) The visitors may use the areas within the structure of the Shopping Centre in accordance with their purpose and shall comply with the conditions and limitations set out in this Regulation.

4) The visitors will not do anything to cause damage and/or to prevent the legitimate use by others of the areas within the structure of the Shopping Centre.

ACCESS TO THE SHOPPING CENTRE

1) The access of the visitors to the Shopping Centre will be made through the access roads of the Shopping Centre.

2) The access of the visitors to the service spaces is strictly forbidden without the approval of the Owner and unaccompanied by an authorised technician, except for the fire exits, which will be accessed in emergency situations.

3) The visitors' access to the common areas is limited to the public places of the Shopping Centre.

4) It is forbidden for visitors to enter the areas marked with signs such as “Access denied for unauthorised persons”, “Entry denied for unauthorised persons”.

5) The way of accessing the areas in the structure of the Shopping Centre is established by the Owner of the Shopping Centre and may be modified at any time by him.

6) The Owner reserves by this document, directly or indirectly, the right to select the visitors of the Shopping Center.

OPERATING HOURS

1) The Shopping Centre is open 12 months a year (including the public holidays), 7 days a week, unless there are cases of force majeure, a decision of the Shopping Centre Owner or a legal provision to the contrary.

- 2) To consult the operating schedule of the units in the Shopping Centre, please visit the website <https://www.afibrasov.ro/contact/>.
- 3) The access to the Shopping Centre after the closing hours of the premises is allowed only to Authorised Persons.
- 4) It is forbidden for visitors to enter and/or stay in the Shopping Centre outside the operating hours.

PRESENCE IN THE SHOPPING CENTRE

1) **Access to the Shopping Centre is prohibited to:**

- a) any visitor whose presence or conduct is considered to be detrimental to the reputation or interests of the Shopping Centre.
- b) people who violate the rights of visitors and of the staff of the Shopping Centre;
- c) people who wear indecent, dirty, inappropriate clothing, who incite violence or promote racist messages;
- d) people with indecent, aggressive, recalcitrant behaviour, which disturbs the order and peace of other visitors;
- e) persons who have previously visited the Shopping Centre and who during previous visits have caused various incidents or misbehaviour, such as: theft, destruction, threats, indecent, aggressive, recalcitrant behaviour towards the visitors and the employees of the Shopping Centre;
- f) persons under the influence of alcohol, drugs and/or hallucinogens, narcotics, etc.;
- g) persons in possession of any kind of weapon - except for the personnel of the state authorities or the authorised security personnel, blunt objects, toxic substances, explosive substances, flammable substances, irritants - tear gas or other substances/materials considered to be dangerous by the legislation in force;
- h) persons under the age of 14 (fourteen) unaccompanied by an adult. If people under the age of 14 who are unaccompanied by an adult are found, they will leave the Shopping Centre under the escort of security personnel.
- i) with bicycles, scooters, rollers, sledges, skateboards and other means of travel, except for special equipment/devices used by people with disabilities or employees of the Shopping Centre used for interventions;
- j) with balls and other games/toys that can disrupt the safe movement of other visitors;
- k) access or presence of pets, such as dogs, cats, etc., except in areas allowed by the management of the Shopping Centre, if applicable (excluding the presence of pets that have utilitarian purposes for people with disabilities).

2) **Within the Shopping Centre the following actions are strictly prohibited, without being limited to:**

- a) carrying out any activity that endangers the safety and health of visitors and the staff of the Shopping Centre;
- b) Visitors' access to the storage spaces, the outbuildings or the technical spaces in the Shopping Centre;
- c) smoking in other places than those specially designed for this purpose, in accordance with the provisions of Law no. 349/2002, as subsequently amended;
- d) audio and video recording without the prior written consent of the Shopping Centre management;
- e) the consumption of alcoholic beverages outside the areas specially designed for this purpose;
- f) use of drugs, narcotics and other hallucinogenic substances;

- g) damage, vandalism (scratching, writing, painting, dirt, degradation, dismantling, breaking), destruction and/or removal of any equipment, decorative objects, furniture and/or construction elements;
 - h) begging, selling or collecting products of any kind, public, political or religious events or gatherings, protests, auctions, tasting, exhibitions, shows, organizing charities, artistic performances (by actors, orchestra, choirs, acrobats, dancers, etc.), improvisations, flash mobs, games or any other events intended for the public, without the prior written authorization of the management of the Shopping Centre.
 - i) use of open fire;
 - j) the use of means of transportation (including, but not limited to, roller skates, rollerblades, skateboards, sledges, scooters, bicycles, motor vehicles or electric vehicles of all kinds), except for prams and disabled people;
 - k) any type of activity that may harm the Shopping Centre, the Owner and its collaborators, boycotting the activities of the economic agents present in the Shopping Centre and/or promoting competition;
 - l) access to the corridors of the Shopping Centre with shopping carts belonging to the hypermarket on the premises, except for the area in the immediate vicinity of the hypermarket located along the hypermarket;
 - m) conducting market research, except for those conducted in the interest of the Shopping Centre and authorised by the management of the Shopping Centre;
 - n) distribution of advertising materials (including, but not limited to, brochures, promotional materials) without the written consent of the Shopping Centre management, even if the advertising materials are distributed free of charge.
 - o) display of advertising materials without the written approval of the management of the Shopping Centre.
 - p) itinerant sale of goods without the written consent of the management of the Shopping Centre;
 - q) the use of the tables destined to the visitors of the Shopping Center, located in the area of restaurants located in the Shopping Center and on the outdoor terrace of the Shopping Center, for purposes other than consuming products sold by economic operators in the restaurant area of the Shopping Center.
- 3) **In all areas of the Shopping Centre, visitors are required to:**
- a) not leave their personal belongings unattended, as the Shopping Centre will not be responsible for their disappearance. AFI Brasov Shopping Center is not responsible for any disappearance of any visitors' goods, including goods stored in the spaces specially arranged for the visitors of the Shopping Center.
 - b) dispose of packaging, debris, cigarette butts and rubbish of any kind exclusively in specially designed cans or ashtrays.
 - c) keep the Shopping Centre clean.
 - d) Prevent or refrain from actions that may produce dust or odours that may affect other visitors.
 - e) Prevent or refrain from loud vibrations or noises by shouting, noise or other disturbing sounds or by using loudspeakers, telephones, toys or other audio/video equipment at a high sound level, unless there are organized concerts or events authorised by the management of the Shopping Centre.

4) **Waste management:**

- a) The visitors of the Shopping Centre will deposit their own waste in the spaces specially arranged for this purpose by the management of the Shopping Centre.
 - b) It is forbidden to throw any kind of waste (including, but not limited to, cigarette butts) outside the spaces specially designed for this purpose.
 - c) It is forbidden to burn any kind of waste inside or on the land belonging to the Shopping Centre.
- 5) **Parking:**
- a) The parking of the Shopping Centre is intended for use by visitors and employed staff.
 - b) The management of the Shopping Centre can move any car that violates the parking, traffic regulations or the “Parking Regulations”, at the expense of the driver of the car who did not comply with the mentioned regulations.
 - c) Similar regulations will apply to any car that is parked for a longer period of time than it is necessary for the delivery or loading of goods, as well as to any unauthorised vehicles that are parked during the night (after 12.00 p.m.).
 - d) It is forbidden to park for a long time in the parking areas, and the Administrator of the Shopping Centre may relocate any unauthorised car at the expense of the responsible person.
 - e) Caravan parking, camping, picnics, cultural and sporting activities, racing or testing of motor vehicles and exhibitions or competitions are expressly prohibited within the parking spaces and adjacent Common Areas and Parts.
 - f) The speed and traffic are limited and strictly controlled inside the Shopping Centre.
 - g) The management of the Shopping Center has no responsibility for any parked car or for any damage that may occur to the cars parked in the parking lot of the Shopping Center.

SAFETY AND FIRE PROTECTION

- 1) Improper use or damage to fire extinguishers inside the Shopping Centre is strictly prohibited.
- 2) The Owner of the Shopping Centre is not responsible for any accident caused by any error, recklessness or negligence.
- 3) Emergency doors and emergency exit corridors are permanently unblocked.
- 4) In case of blocking the emergency exits or in case of improper intervention in the operation of the fire extinguishing equipment, the guilty person will be held responsible and will bear the consequences of these acts.
- 5) This Regulation may be amended at any time to bring it into line with the requirements of the security services.

SAFETY INSIDE THE SHOPPING CENTRE

- 1) The guarding and security service inside the Shopping Centre is provided by the specialised security personnel subcontracted for this purpose by the Owner, including by installing and observing the images captured through video surveillance cameras.
- 2) By accessing the Shopping Centre, subject to the compliance with Law no. 333/2003 on the protection of objectives, assets, values and protection of persons, republished, with subsequent amendments and completions, and

of Law no. 677/2001 for the protection of individuals with regard to the processing of personal data and the free movement of such data, with subsequent amendments and completions, visitors agree to the use by the Owner and his subcontractors of any video evidence necessary for clarification, settlement and/or proof of any incident that occurred in the Shopping Centre.

3) The authorised personnel of the Owner may request the proof of identity of the visitors who disturb or prejudice the activity of the Shopping Centre and/or of other visitors, of the visitors who behave indecently, of the visitors who may harm the commercial interests of the Owner and his collaborators, contrary to the provisions of this Regulation.

4) For the reasons mentioned in the previous point, the Owner reserves the right to restrict or prohibit the access of certain persons to the Shopping Centre, subject to the compliance with the applicable legal provisions.

5) The security personnel designated by the Owner may at any time carry out the body control in justified cases and in accordance with the applicable legal provisions.

6) Visitors are required to comply, at all times, with any instructions received from security personnel, the firefighters and Shopping Centre staff.

SANCTIONS IN CASE OF NON-COMPLIANCE WITH THE PROVISIONS OF THE REGULATION

1) Visitors who cause damage, as a result of the non-compliance with the provisions of this Regulation, of the Shopping Centre, of the Owner, of its employees, in any form, by action, inaction or omission, directly or indirectly, will fully cover such damages, including but not limited to the coverage of the cost of repairing or replacing the damaged goods, the coverage of the image damage, respectively it shall attract the civil and/or criminal liability of the guilty ones, in accordance with the applicable legal provisions.

2) In case of non-compliance with any of the provisions of this Regulation, the Owner reserves the right to escort the visitors concerned out and to remove immediately any harmful material and/or objects that are threatening or inconsistent with this Regulation and public rules, at the expense of the perpetrator.

3) The Owner will notify the competent authorities in case of actions and/or inactions contrary to this Regulation, to the instructions of the Owner and to the applicable legal provisions.

AFI PALACE BRASOV S.R.L.

TENANT CONTACT DETAILS FORM

**This information will be handled as strictly confidential.*

Please fill in this form and submit it to the Mall Administration.

Please provide full and valid information.

Shop name:

Unit:

Shop telephone No. :

Owner/Manager:

Tel. Home:

Mobile :

Deputy Manager:

Tel. Home:

Mobile: