

The logo for AUPARK, featuring the word "aupark" in a white, lowercase, sans-serif font on a red rectangular background.

aupark



THE OPERATIONAL CODE
OF THE SHOPPING CENTRE
AUPARK BRATISLAVA

VERSION NO. 01
VALID FROM: 01/04/2015

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The Operational Code of the Centre

The purpose of the Operational Code is to ensure the observance at all times (and to also ensure the adherence of the Lessees and their employees, customers, and the suppliers of the Lessees and the Centre) of the terms and conditions of the Operational Code of the Centre issued by the Lessor prior to the date of the signing of the Lease Contract, and that its wording may be at any time in the future, based on the sole discretion of the Lessor, be unilaterally supplemented or altered by the Lessor (hereinafter referred to as “Operational Code of the Centre”). In the case of any conflict between the Lease Contract and the Operational Code of the Centre, the provisions of the Lease Contract shall prevail.

1 Aupark Bratislava

1.1 General Information

The grounds of the shopping and entertainment centre Aupark are located on the right bank of the Danube River at close proximity to the city centre and to the Slovak National Uprising Bridge.

The shopping and entertainment centre is of an urban type, possessing all the advantages of a suburban shopping centre of regional importance.

Well-arranged, its simple and easy-to-remember architecture and layout result from its total openness and transparency, using large glass-panel shop windows to open the courts and galleries to natural light.

The premises of the shopping and entertainment centre consist of 4 above-ground floors and one underground floor that serves as a car park for customers and visitors. Along the eastern façade of the shopping centre, there is a five-storey parking garage.

The entrances to the shopping centre are from the southern side on Einsteinova Street, from the northern side from the Janko Kráľ Garden (Sad Janka Kráľ'a), and from the individual car parks through the entrance lobbies.

Entrance/exit into/from the car park is on the north-eastern side.

Entrance/exit into/from the underground parking premises is on the north-eastern side and also from the western side and there is also an exit on the northern side.

On the 1st and 2nd above-ground floors are the main shopping premises (shops, restaurants, cafés, hypermarket, etc.). The 3rd floor contains the restaurant and food court together with the fitness centre, which also occupies the 4th floor.

The 4th floor is intended for the consumption of food and drinks purchased in the restaurant or food court.

The floors are connected by elevators, escalators, and travelators.

The accessibility of the building by motor vehicle is ensured from five different travel directions. The premises include parking spaces for vehicles with a total area of around 40,000 m² as well as additional entrances for vans and trucks.

In all car parks, there are places designated for hypermarket trolleys.

Deliveries are guided through the delivery centres from the north-eastern (from the parking garage) and the north-western (from the Aupark Tower administrative building) sides of the building.

The post boxes are located on the 1st mezzanine floor (MF) at the SC Aupark technical management offices.

1.2 Plan of the Building

It displays the current status of all of the floors of the centre (Appendix No. 08) as of the date of submission of the Operational Code of the Centre.

2 Management of the Centre and Contacts

2.1 Function

The Centre Management entrusted by the Lessor (hereinafter referred to as “Centre Management”) is entitled to and responsible for the operation and maintenance of the centre premises, and procures at the

expense and in the interest of the lessees all of the matters related to the assurance of proper and undisturbed operation, coordination of individual and common interests of individual lessees, and sustaining the value of the centre's facilities.

2.2 Location

The Centre Management's offices are located on the first mezzanine floor of the building and are accessible from the shopping passage through a corridor between the shop RENO and the shop Terranova.

2.3 Individual Positions

The Centre Management performs operational administration of the grounds, and the Manager (Deputy Manager) is entrusted by the representatives of the Centre's Lessor to serve as an intermediary in relation to the lessees.

Centre Manager

Jozef Halász +421 917 996 101, jozef.halasz@unibail-rodamco.competra.holusova

Deputy Shopping Centre Manager/ Marketing

Petra Holušová +421 268 266 215, petra.holusova@unibail-rodamco.com

Centre Management Reception/ Assistant

Eva Adamová +421 2 68 266 200, aupark@unibail-rodamco.com

Technical Management

Patrik Potisk +421 917 996 103, patrik.potisk@unibail-rodamco.com

Michal Antal +421 917 996 061, michal.antal@unibail-rodamco.com

Specialty leasing, Brand events

Lukáš Somík +421 917 996 108, lukas.somik@unibail-rodamco.com

2.4 Service Organisation

The Centre Management is entitled, in relation to the exercising of its rights and the performing of its obligations, to entrust/designate service companies whose scope of rights (competencies) and obligations will be determined in the respective concluded contracts. More information may be provided by the Centre Management.

2.4.1 Security Service of the Centre

Security Dispatching: +421 948 280 174

mail: aupark@ssi-ifm.sk

Security Manager: +421 948 439 050

mail: aupark.manager@ssi-ifm.sk

2.4.2 Information Stand

There is an information stand on the premises (info counter) located in the shopping gallery at the main entrance on Einsteinova Street (1st floor), whose task is to provide services and information services to the visitors and suppliers of the centre.

Telephone number: +421 2 68 266 111, E-mail: info@aupark-bratislava.sk

2.4.3 Internet, telephone

The representative of the Lessor for the offering and implementation of selected services:

Patrik Potisk +421 917 996 103, patrik.potisk@unibail-rodamco.com

2.5 Marketing

The Marketing Department of the Centre ensures the entire communication strategy of the centre is aimed at the maximisation of the visit rate and overall turnover of the Centre. This communication strategy involves the media presentation plan, plan for internal and external promotional activities, market surveys, public relations, and other forms of presentation for the Centre. The coordination of the Centre's marketing activities with the marketing activities of the Lessees also forms an inseparable part thereof, and is aimed at creating an integrated and unified image of the brand on the market.

2.5.1 Marketing Council

Marketing communication – advertising, the promotion of SC Aupark, as well as public relations are planned and ensured by the Centre's Marketing Department and/or the Centre's marketing coordinator. The Lessor may regularly organise a common meeting of the "Marketing Council" with the representatives of the Lessees who show interest in participating, as well as with further representatives of the Lessees selected so that an optimal composition of all of the Centre's Lessees are represented with regards to their size, type of product range, and character of operation. These delegates participate in the common planning of the Centre's marketing through the Council's activities.

2.5.2 Marketing of the Lessees

For the sake of maintaining an integrated image of the centre, the Centre Management approves and consequently coordinates all of the passive and active marketing activities of the Lessees implemented on the common premises of the shopping galleries as well as on the external surfaces of the Centre building and in the car parks. Under the category of passive advertising activities we understand all of the advertising titles, company logos, signs, stands, etc. Active advertising activities are understood as all of the promotional events, presentations, hostesses, distribution of promotional materials, etc. In the case of performing an unapproved activity, the Lessee or the implementer of the activity is obliged, upon notification by Centre Management, to immediately terminate the activity and/or remove it, otherwise the Centre Management is entitled to have the activity cancelled or dismantled at the expense of the Lessee. The advertising materials removed hereby will be kept by the Lessor for a maximum of 3 days, and after that time it is entitled to dispose of such materials at the expense of the Lessee.

Presentations and advertising activities of the lessees

➤ Presentations and advertising activities on the leased premises

Lessees may organise their own presentations and the promotion of their products on their own leased premises. The implementation of such events is subject to written approval by the Centre Management based on a request (i.e. in the form of a completed form, which constitutes Appendix No. 5 of this Code sent to aupark@unibail-rodamco.com). The Lessee is obliged to warn of the cases when the advertising event might cause:

- extensive noise, dust, and light, which would disturb the surrounding lessees and customers
- interference on other premises
- expected visit of disproportionately large number of people
- other danger to the safety, comfort, and property of others
- the need for reinforced security service
- discrepancy with the marketing strategies of SC Aupark

In order to maintain a high level of presentation consistent with the philosophy of SC Aupark and the highest possible efficiency of an event, we recommend consulting with the SC Aupark Marketing Department.

➤ Presentations and advertising activities on the common premises of the centre

The presentations of individual companies during opportunities of introducing a company, new product, new collection, or seasonal exhibition on the common premises inside and outside of the building are governed by the Specialty Leasing Manager, who will provide an offer of promotional options upon request to the Lessees.

The look of the shop premises

- The look of the shop premises of the Lessee, especially the inscriptions, logos, display windows, and entrances of the leased unit form a part of the unified image of the Centre, and the Lessor reserves the right to contribute to its coordination. The written approval of the Centre Management is required for altering the presentation of the design on the façade of the leased unit and for the installation of advertising signs, unless prohibited by this code, or for the changing of existing ones.

Each adjustment of the leased unit's façade, its covering with stickers, as well as the changing of presented objects within the façade and nearby is only permitted outside of the Centre's opening hours.

Advertising inscriptions

- Following the prior written approval of the Centre Management, the Lessee is entitled to place advertising on the inner surface of the leased unit's display window and/or on the structural elements of the building, but only in case that they will not interfere with their surface or their statics, and the advertising's placement will not overhang onto the common premises of the Centre - shopping galleries; it is especially prohibited to place signboards and other advertising materials, which are placed on the façade of the leased unit at an angle and therefore overhang onto the space of the shopping gallery. The materials used in the applied advertising must conform to first class standards of quality and to high aesthetic and moral requirements. In this sense, the advertising must be at high level regarding its design, and its dimensions must conform to the criteria of good taste and not cover more than 1/4 of the display window surface; the materials placed must be in compliance with the Rules for Display Windows of Lease Units, which are distributed to all Lessees. Any changes, adjustments, or supplementations to the advertising inscriptions are subject to prior written approval by the Centre Management. The Lessee is obliged to send the supporting documentation for approval at least 24 hours in advance to the e-mail address aupark@unibail-rodamco.com, namely in the form of a completed form, which constitutes Appendix No. 5 hereof (or even together with a design plan). The Lessee is further obliged to respect the warnings and calls of the Centre's security service concerning the immediate removal of an unapproved advertising or any other information.

Sound and lighting presentation

- Sound and lighting advertising used in the leased unit as well as on the display windows and on the façades of the lease unit must not disturb in any way the activities of other leased units by its size, or sound/light intensity. The leased unit's sound advertising and sound system must be subordinated to the central public announcement evacuation system.

Presentation on the website of SC Aupark

- Aupark has its own website: www.aupark-bratislava.sk. Information regarding the Centre's operations contains basic data - each Lessee is obliged to provide this data on time, and in the event of a change to send an update request to aupark@unibail-rodamco.com.

Presentations of SC Aupark by the Lessee or third parties

- Any presentation of SC Aupark, such as placing the promotional logo on information materials or mentioning the name SC Aupark in text materials or in communications with the media, is only possible based on the express approval granted by the Centre's Management.

Aupark Centre gift card

- Aupark provides the opportunity of purchasing an SC Aupark payment gift card of a standardised design to the Centre's visitors, which operates as an electronic payment instrument. The Lessee is obliged to accept payments from customers through this gift card. In the case of any problems with payment or acceptance of the Aupark gift card, the Lessee is obliged to report this to the Centre Management immediately.

3 The Operational Code

3.1 Opening Hours

In order to ensure the proper and conflict-free operation of the Centre in terms of its safety and operation, all of the Lessees, employees, business partners, suppliers, and third parties are obliged to observe the rules listed below.

3.2 The Opening Hours of the Shops

The opening hours represent the hours during which the leased units are open and operated for the public. The opening hours of the Centre are determined by the Lessor. A written announcement from the Centre Management to the Lessee regarding a change to the opening hours is considered to be a valid addendum to this Operational Code and becomes valid on the date specified in the announcement.

The opening hours of leased units in SC Aupark

Shops and gastronomic facilities	MON – FRI from 10:00 a.m. to 09:00 p.m. SAT – SUN from 09:00 a.m. to 09:00 p.m.
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Hypermarket	Daily from 08:00 a.m. to 10:00 p.m.
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Fitness centre GOLEM	MON – FRI from 06:00 a.m. to 11:00 p.m. SAT – SUN from 07:45 a.m. to 10:00 p.m.
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Multi-theatre Cinema City	According to the selection of films
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Casino	Daily from 09:00 a.m. to 06:00 a.m.
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The Lessee is obliged to observe the determined opening hours of the leased premises. The shut-down of the leased premises during the leased term without the express written approval of the Centre Management, e.g. due to company holiday, inventory, or due to any other reason, is not acceptable, even if it's only a short-term shut-down.

The express written approval of the Centre Management is required for the adjustment (extension) of the permanent opening hours of the business unit.

3.2.1 Opening hours of the centre

The opening hours represent the hours during which the premises of the Centre are accessible to the public. The opening hours of the Centre are determined by the Centre Management. The written announcement by the Centre Management regarding the change of the Centre's opening hours is considered to be a valid addendum to this Operational Code and becomes valid on the date specified in the announcement.

The Shopping Centre Aupark is open to the public daily from 07:00 a.m. to 10:00 p.m.
The car parks are continuously accessible.

3.2.2 The time of partial Centre closure

The time of the partial closure of the Shopping Centre premises is from 10:30 p.m. to 05:30 a.m.

For deliveries and the entry of company employees, who perform night work (e.g., construction) the supplying ramp 8 (R8) is made available all night.

An employee of the security service, who controls and coordinates the entrance to the premises, is present at R8 all night.

The following principle must always be observed: the first person that comes to open the leased unit or to unlock the security system must come to this unit so that the Centre's security service is aware of this

fact. This person is then fully liable for the unit of the Lessee, and it is assumed that the unit has been properly taken over by the Lessee for operation.

During night hours, only the main entrance from Einsteinova Street is made available, where a security service employee is present throughout the night to check every entrance to/exit from the premises.

Only visitors of the gambling house Senator, McDonald's facility (according to the opening hours), cleaning service employees, and external security services employees, who perform a check of the alarms in the business units, are permitted to enter.

All entries from the parking lot to SC Aupark are closed, apart from staircase No. 8, which serves the needs of the cleaning service employees (warehouse, dressing room, etc.). Entrance from the glass elevator is also made available, which is monitored by the camera system.

3.2.2.1 Announced entrance

If the Lessee or the responsible employee announces to the Centre Management by 4:00 p.m. their intention to visit their leased unit during the time of the Centre's partial closure (or to stay inside the unit until this time, or on the contrary to arrive earlier) and submits their written document with a brief description of their purpose, the number of persons, and the name of the person responsible, based on this document a member of the Centre's security service will verify the identity of the persons and enable their entry into their lease unit. Upon entry, these persons shall announce to the member of the Centre's security service their expected departure time, and this security service member will come to escort them out at that time. Leaving the unit must therefore be accompanied by a member of the Centre's security service.

3.2.2.2 Unannounced entrance

If the Lessee or its responsible employee fails to inform the Centre Management on time of their intention to visit the Centre outside of the opening hours, or if they cannot complete the request for various reasons, then the Centre's security service will let only those persons enter who are on the list of responsible persons and Lessees (hereinafter referred to as "List of contact persons"), which is available to the Centre Management and the Centre's security service. The Lessees are obliged to update the list of contact persons and to ensure that these persons are available by telephone at any time.

3.2.2.3 Emergency entry

In the case that due to the forgetting of any important procedures, damage might be caused to the property of the Lessee or to the property of the Centre, an employee of the Lessee who is not in the list of contact persons will also be let inside the building. However, his/her identity will be verified and the respective contact person will be immediately informed, who's help will be requested to verify the identity of this employee. The member of the Centre's security service is in such case obliged to permanently accompany the given person during their entire stay in the building, and upon resolution of the issue for which this employee was allowed to enter the building, the member of security service will escort this person from the building. A protocol will be drawn up on the course of the entire event and will be attached to the Service Protocol of the Centre's security service, which is then handed over to the Centre Management and available for the Lessee's inspection.

3.2.2.4 Cooperation

The Lessees and their employees are obliged to cooperate with the Centre's security service employees and follow their instructions. Incidental disputes related to the entry and movement of persons during the time of the Centre's complete will be addressed by the Operations Officer at the head office of the security services of the respective Centre premises.

3.2.2.5 Arrivals, departures

Arrivals, departures and the movement of service companies working for the Centre at the time of the Centre's complete closure are governed by the needs of the Centre's operation and take place with the knowledge of the Centre's security service. The rules related to the movement of Lessee employees govern service companies working for the Lessees.

3.3 Description of Premises

3.3.1 Sales premises

Sales premises are usually located on the 1st and 2nd above-ground floors. There are a lower number of sales premises, a casino, and a fitness centre on the 3rd floor.

3.3.2 Gastronomic premises (food court)

The main part of the gastronomic premises is located in the central part of the building on the 3rd floor. Located at this place are restaurants and outlets selling fast food with a common seating area.

3.3.3 Interior and exterior common premises

In the shopping gallery (mall) and in all other places outside of the leasable premises within the area of the Centre (hereinafter referred to as “common premises”), the Lessee is not entitled to perform their business activities, place materials, or organise promotional or other marketing activities. The common premises serve all of the Centre’s visitors and only the Lessor has the right of disposal on these premises. The information counter is located in the central part of the mall close to the entrance on Einsteinova Street. The dressing room for the Centre’s visitors is located at the entrance from the underground garage, in front of the travelator leading to the TERNO hypermarket.

3.3.4 Premises for the staff, warehouses

- There are no special designated warehouses in the Centre; apart from some exceptions, the Lessees usually arrange them within the premises of the leased unit. As a central background for service companies, there are premises built on the western part of the building in the north-western deliveries court.
- Staff toilets are located on the mezzanine floors within emergency staircases 2 and 3. The toilets are locked and each Lessee is designated one key.
- The staff dressing rooms are located on the 1st MF (mezzanine floor) before the entrance to the offices of SC Aupark technical administration.

3.3.5 Parking place

- Entrance/exit into/from the parking garage is on the north-eastern side.
- Entrance/exit into/from the underground car park is on the north-eastern side and on the western side, and there is also an exit on the northern side.
- Entrance/exit into/from the parking space is on the southern side. In all parking spaces there are places designated for hypermarket trolleys.
- The operational code of the parking places of the shopping centre Aupark constitutes Appendix No. 7 of the Operational Code.

3.4 Code of Conduct

3.4.1 Employees of the Lessees

In case of the presence of the employees of the Lessees or their delivery companies outside of the opening hours, it is necessary to come to an agreement in advance with the Centre Management through the issuing a written permit on a form provided by the Centre Management. In principle, it is stated that if access of the Lessee’s employees to the Centre shall be ensured outside of the opening hours, it must be announced by the Lessee and permitted by the Centre Management on the given business day by 4:00 p.m. at the latest. If their presence requires additional security service, it shall take place at the expense of the Lessee.

Each Lessee is responsible for locking and securing their sales premises on their own, even outside of the opening hours. Their duties include the properly closing of the windows and doors when leaving the business unit, the locking of the sales premises, and if applicable, the activation of their own security

system. This further includes the duty of the Lessee to acquire the respective liability insurance and property insurance for movable assets. It is also necessary to turn off all electrical appliances whose operation is not necessary during the closure of the unit from a technological aspect.

3.4.2 Customers – Visiting Regulations in Appendix No. 6.

The current version of the Visiting Regulations is placed at the Info Counter and at all the entrances to SC Aupark intended for visitors.

3.4.3 Suppliers of the Lessees

The Lessees are obliged to inform all of their suppliers which delivery centre has been determined for them. Deliveries to Lessees must always take place through the delivery centre as determined by the Centre Management.

3.5 Operational Provisions

The obligations of Lessees mainly include the following:

- To enable the representatives of the Centre Management and PCP (professionally competent person for FP and OHS) to enter all of the leased facilities at any time. The representatives of the Centre Management and PCP are entitled to enter the premises and check them at any time during the opening hours; outside of the opening hours they are only entitled to do so upon prior agreement with the Lessee. The representatives of the Centre Management are entitled to enter the premises at any time if there is a direct threat of damage to the subject of the lease, or in the case that damage to the subject of the lease has already occurred and might endanger other premises of the Centre. The Centre Management is not liable for damage to the goods and equipment belonging to the Lessee in the case of damage caused by disregarding any imminent danger.
- To enable entrance onto the leased premises for all service companies and permit them to perform service work of a matter determined in advance. In the case of emergency situations, entry must be immediately enabled.
- The Lessee as an operator of any facility installed within the leased unit is obliged to perform all the revisions, checks, and other activities according to the terms and conditions set forth by the generally binding legal statutes and technical regulations, which is submitted to the Centre Management and PCP upon request.
- The Lessees are obliged to determine the employees entrusted with the servicing of technical facilities provided by the Lessor (e.g. lifting equipment, section gates, and levellers) and to ensure their training. In the case of damage due to unprofessional service, the Lessee is obliged to compensate any damage caused to the equipment.
- Any adjustments in the designated technical facilities (sprinklers, EFS, fire radio) must be due to safety and technical reasons performed by the competent service company authorised for such activities and familiar with the overall situation in the premises, in order to ensure the accordance (revision) of the equipment of the Lessee with the global systems on the premises and to ensure that they must not be performed without the express consent of the Centre Management. The service and maintenance costs of this equipment are paid by the Lessee.
- The Lessee undertakes, during the lease term, not to perform any construction adjustments, enhancements or supplements, structural and non-structural maintenance, and repairs in the leased unit without the prior express written approval of the Centre Management. If these repairs are subject to the building procedure and deviate from the conditions in which the leased unit was approved in, the Lessee must submit copies of all necessary documents to the Centre Management in advance for approval. All and any adjustments and work will be performed in compliance with the Operational Code and Technical and Design Manual of the Shopping Centre.
- Non-structural adjustments of the interiors of the leased unit may be performed by the Lessee without the prior express written approval of the Lessor, but the Lessee will be obliged to inform the Centre Management in writing of this fact in advance, provided that these are only minor adjustments (i.e. inter alia, they are not of a structural character and do not impact in any way the mechanical, electrical distribution, heating, or other systems of the building).

- The Lessee is responsible for procurement of the necessary official approvals for its own construction on the premises of the leased unit and to perform all of the necessary installations related to the structural completion and operation of the leased unit (building office, hygiene, fire management, insurance of premises, etc.).
- During the lease term, the Lessee is responsible for any damage to the leased unit and is obliged, at its own expense, to ensure the repairs of the damaged parts of the leased unit. If the Lessee finds out that it is necessary to perform any repairs, it is obliged to immediately inform the Centre Management in writing prior to the start of the respective repairs, and at the same time it is necessary to acquire the written approval of the Centre Management, except for minor adjustments and except for the urgent averting of damage to the leased unit. Work performed on the leased premises of the Lessees must not disturb the surroundings by noise, smell, dustiness, or otherwise, and may only be performed upon receiving the prior express approval by the Centre Management.
- In the case of closure of the unit due to performing work, the Lessee must, at its own expense, ensure the aesthetic covering of the display window, which is subject to approval by the Centre Management.
- In case of emergency (force majeure) leading to the closing of the shop, the Lessee shall ensure the announcement of this fact to the security service of the premises and place information for customers on the display window. If the zone where the work is taking place is visible to all customers, it must be marked with an informational sign of good design and appearance.
- The Lessee undertakes not to limit or interfere with the current functioning of Wi-Fi equipment (or any other wireless equipment) within the building; the Lessee's own technical specifications for their Wi-Fi connection will be arranged with the Lessor, who must approve the free Wi-Fi zone and the place of installation for the receiver.

The Lessees are not entitled to perform the following activities:

- Any work and building adjustments on the common premises, or interference with these premises upon the performance of work during the opening hours
- Arbitrarily and without the knowledge of the Centre Management perform any adjustments to the structural parts of the common premises (columns, floors, flower pots, etc.) and the leased premises. Under the lease contract, the Lessee is not entitled to interfere with the structural and/or the external design of the leased unit or to overload these structures in any way over a standard load, i.e. over 500 kg/m².

3.6 The Appearance of Premises

The Lessee is obliged to treat the premises with professional care and maintain a level of cleanliness that conforms to hygienic and other regulations, including the entryways, windows, railings and advertising logos. The display windows must be kept clean, without fingerprints, stickers, and dust. The Lessee is further obliged to keep the premises tidy, in an arranged and safe condition, and to maintain all of the supplies, materials, and facilities necessary for the maintenance of this condition. Without the prior written approval of the Lessor, the Lessee is not entitled to change in any way the appearance of the premises as approved by the Lessor.

3.6.1 Company designations, advertising

Any internal furnishing projects, including the entrance to the shopping gallery (mall) and company designation, should prompt a review of the leased unit's overall image, must not interfere with the overall architecture and design as intended by the Lessor, and must be submitted to the Centre for the approval and acquirement of a written permit at least 4 weeks prior to project implementation. Without prior permission from the Centre Management, the Lessee must not perform any work of this type in the leased unit or on any other premises. In the case of conflict with the overall intended design of the Lessor, the Lessee is obliged, upon the request of the Lessor, to adjust the placement of the company logo or advertising on the premises of the shopping centre in order to remain in line as much as possible with the overall intended design of the Lessor. The equipment comprising the lighting signs of the Lessor and the lighting of the display window must be always turned on during the Centre's opening hours.

3.7 Energy Consumption

The Lessee is obliged to enable the representatives of the Centre Management and their authorised persons to access to all of the measuring equipment designed for the measurement of all energy consumption and to allow them the possibility of completing meter reading, control, repairs, or replacements. Meter reading is done electronically and the consumption of cooling, gas, water, and electricity will be charged according to the actual levels of consumption. The Lessor shall direct to the leased unit connections to the cooling, heating or air conditioning systems, sanitary fittings, as well as the primary supply of electricity (namely the electrical interface). All of the energy networks and the installation of facilities on the leased premises are completely designed and implemented by the Lessee at its own expense, including any commissioning.

The Lessee is obliged to receive its cooling from the central system of the Lessor and not to use the air supplied by the Lessor into the common premises of the building for the cooling of its own premises.

The Lessee is obliged to report in writing and consult in advance with the Centre Management regarding any adjustments in the electric installation, larger repairs, adjustments of the current facilities, and the installation of new appliances (whether it result in an increase and decrease of consumption). The Lessee shall agree to increase or decrease electricity consumption in consultation with the Centre's power supply director. The Lessee is obliged, after the performance of the permitted changes in electric installation, to submit to the Centre's power supply director/technical manager a copy of the partial revision properly issued by the revision technician as well as respective architectural documentation of the actual design.

The Lessee is obliged, at its own expense, to perform periodic adjustments to the electrical facilities of its leased unit according to the respective regulations (e.g. every 2 years in the standard environment). These revision reports must be submitted by the Lessee no later than within one month after receiving a written request from the Centre Management. All electrical wires, equipment, and appliances of the Lessee must conform to the respective laws, technical standards, and regulations.

At the expense of the Lessor, separate gas meters, water meters, electricity meters, and other measurement technology were ensured and installed. The Centre Management will ensure the regular checking of the specified meters that are covered by the Metrology Act. The Lessee must have, on the ceiling of the leased unit, openings made with the minimum dimensions of 600 x 600 mm for all the meters in the leased unit and for all of the technological network control devices of the Lessor (e.g. fire damper, facility for smoke and heat removal, etc.).

Any interventions by the Lessee into the existing networks (electrical, heating and cooling systems, air conditioning, sanitary fittings, water, and gas) after the final building approval of the premises of the leased unit are only possible upon the prior written announcement and express written approval by the Centre Management.

The places where energy meters are read, the connecting points of energy systems (shutters of heating and cooling networks, water and gas), LAN network interface, and the connecting points for electricity must remain completely accessible during the Centre's opening hours.

3.8 Central Alarm System

There is a central evacuation system installed in the building according to the respective FP (fire prevention) project consisting of an ESS (electronic security system) and an evacuation public announcement system (radio). The system of stable fire extinguishing equipment (SFEE) also forms a necessary part of FP.

ESS has been installed, consisting of a camera system and motion sensors from a system of magnetic contacts, to monitor the unauthorised movement of persons in the building and the movement of persons at the Centre.

Subject to a separate agreement between the Lessee and the Lessor, a connection to the central ESS of the premises may be obtained upon the request of the Lessee

3.9 Parking Rules

3.9.1 Parking for customers

- Parking is enabled on the premises of all car parks designed for visitors, under the terms and conditions posted at the entry to the car parks and at the parking payment machines.
- The operational code of the car parks at the shopping centre Aupark constitutes Appendix No. 7 of the Operational Code.

3.10 Insurance of the Lessee

The Lessee shall take out liability insurance for any damage resulting from the use of the Centre and property insurance for movable assets and other persons located on the premises at its own expense, and maintain its validity throughout the length of the entire lease term in compliance with the Lease Contract. The Lessee is obliged to prove the conclusion of the respective insurance contract by sending the valid insurance certificate to the Centre Management, and/or to the address aupark@unibail-rodamco.com.

3.11 Deliveries

3.11.1 Delivery centre

There are 3 delivery centres intended for the purpose of providing deliveries to the Lessees in the Shopping Centre (Z1, Z2 and Z3).

The north-eastern delivery centre Z1 (ramp 8) is opened daily from 06:00 a.m. to 10:00 p.m., upon request through an intercom.

As a standard, there are two delivery points with ramps here, equipped with levellers.

The **north-western delivery centre** is divided into two supplying ramps Z2 and Z3 and is opened **daily from 06:00 a.m. to 10:00 p.m., upon request through an intercom.**

Large shops with their own access from the southern façade must plan their own deliveries according to their own standards upon agreement with the Centre Management.

The hypermarket has its own delivery ramps and is governed by its own standards.

3.11.2 The basic rules of delivery

- Delivery through the mall is prohibited during opening hours, i.e. daily from 9:00 a.m. to 9:30 p.m.
- All of the facilities in the delivery premises require certain knowledge of delivery services, since in the case of unprofessional handling, damage or even accidents may occur.
- The common premises of SC Aupark, including the corridors to toilets, may be used for the transportation of objects only between 9:30 p.m. to 9:00 a.m.
- For the transportation of large and heavy pieces of equipment from and into the leased premises, the prior express written permission of the SC Aupark Management shall be applied for.

When delivering to the premises, cleanliness, order and the observance of the general rules of polite conduct are expected. The suppliers and even the own employees of the Lessee must be encouraged to treat the building's facilities carefully in order to avoid any damage while handling goods and not to place cardboard boxes, pallets, or similar objects on the common premises, in the emergency corridors, etc.

3.11.3 Delivery planning and other rules for deliveries

For deliveries to the leased premises and the transportation of items from and onto the leased premises, the following standards are valid:

- From 9:30 p.m. to 9:00 a.m. for deliveries to the leased premises through the common premises, including the corridors to the toilets.
- From 9:00 a.m. to 9:30 p.m. for deliveries of intermediate stores with direct connections to the delivery corridors. Deliveries are only possible through the delivery corridors.
- Moreover, from 9:00 a.m. to 9:30 p.m. deliveries to the leased premises with direct connections to the delivery corridors. The deliveries are only possible through the delivery corridors.

Further, the Lessees must follow these rules:

- Deliveries to the leased premises by TERNO shopping trolley is prohibited. For deliveries to the leased premises it is possible to use the Lessee's own delivery trolleys on rubber wheels, or the trolleys belonging to SC Aupark, which are available at the delivery centres (at the delivery ramps, not designated with the TERNO logo).
- The transportation of goods must not cause any restriction, intrusion, or disturbance to the SC Aupark guests, other Lessees, as well as the SC Aupark employees and its delivery companies when performing their activities (e.g. cleaning, maintenance, security service, etc.).
- It is prohibited in any way to manipulate the fire stops within the delivery routes.
- Outside of the reserved times of this directive, it is possible to transport items through the common premises only upon receiving the express permission of the SC Aupark Management.
- Deliveries to the leased premises are permitted exclusively through the delivery centres Z1, Z2, and Z3.
- It is prohibited to store and leave things in the delivery centres and on the common premises.
- In order to protect property, the security service employees are entitled to prohibit the removal of items from the leased premises outside of the territory of SC Aupark, unless their origin and destination may be proved. The origin and destination of the item is documented by an issuance card, which at the very least displays the following:
 - name of operation that owns the item
 - name of the person responsible representing the Lessee that issued the item
 - signature of the person that issued the item
 - stamp of the operation and/or operator of the operation
 - itemised list including the name of the item, unit of measure, number of pieces
 - name of the receiving person and number of their identity card
 - signature of the receiving person
 - name of the receiving company (if any)
 - name of the transporting company (if any)
 - license plate number of the transporting vehicle
 - date and hour of issuing/receiving the item
- The distribution of delivery spaces on the grounds of SC Aupark is included in Appendix No. 8 of the Operational Code of SC Aupark.
- Upon the entry of delivery vehicles to the delivery centre, the drivers must follow the instructions and directions of the security service employees of SC Aupark.
- The Lessee of the given unit is responsible for the entry of deliveries directed immediately and only to the leased unit.
- Upon delivery, the Lessee, its supplier, and the carrier are obliged to observe the following:
 - The Operational Code of SC Aupark and its appendices
 - After driving into the delivery centre, the vehicle will be parked according to the instructions of the security service employee
 - After parking the vehicle, the employee of the supplying or carrier company shall report their arrival and delivery of items to the employee of the Lessee. In the case that the supplier or the carrier deliver items only to the delivery centre, they shall wait for the arrival of the employee of the Lessee and for the safe reception of the goods.
 - After the reception and/or delivery of the items, the supplier or carrier is obliged to immediately vacate the delivery ramp and the delivery centre.

3.12 Service Companies

The operation of the centre is provided for by several service companies, whose coordination and organisation is ensured by the Centre Management.

3.12.1 Cleaning

Cleaning of all of the common premises, surroundings of the Centre, and car parks is ensured by a service company.

Tasks and obligations of the cleaning company:

- to keep Aupark in a clean and hygienically problem-free condition
- to clean the external as well as internal premises
- to clean the floors of the common premises of the catering facilities, including the furniture
- to clean the sanitary facilities
- to clean all the glass surfaces apart from the surfaces dividing the leased units from the common premises
- to empty the waste bins from the common premises

The cleaning service is not responsible for the removal of Lessees' waste into the reserved containers. This is an obligation of every Lessee. For waste disposal, similar standards are enforced just as they are with delivery services.

3.12.2 Maintenance

The maintenance and operations of all technological facilities are ensured by a service company.

Tasks and obligations of the technical service:

- maintenance of all media networks and technological facilities on all of the common premises of SC Aupark
- maintenance of property and facilities owned by Aupark, a.s.
- maintenance of the lighting of all common premises and façade lighting
- repairs of emergency situations and damages to the buildings, technical facilities, and other property belonging to SC Aupark

The technical service is not responsible for the technical condition and maintenance of the individual operations of the Lessees. The Lessee maintains the leased premises on its own and at its own expense, however, in coordination with the maintenance of SC Aupark.

3.12.3 Security Service of the Centre

The security of the Centre is ensured non-stop service company activities (hereinafter referred to as "security service of the Centre"), whose employees report to the Centre Management and also receive instruction from the Centre Management. This service is responsible for the maintenance of safety and order on the common premises of the Centre.

The security service of the Centre is obliged to ensure the observance of order in the Centre and the observance of the provisions of the Operational Code, and is entitled to issue instructions in this respect. The service informs the Centre Management of each and every violation of the Operational Code. The security service provides assistance if the customers threaten the employees on the leased premises, if they commit a theft, or otherwise violate the provisions of the Operational Code.

The security service's Operations Centre is available 24 hours a day through the telephone number +421 2 68 266 257 and e-mail address aupark@ssi-ifm.sk

The security service in the SC Aupark area provides for the following:

- problem-free and safe stay for the visitors of SC Aupark
- removal of objects which do not have an owner

- occupational health and safety on the common premises
- protection of SC Aupark property
- fire safety of SC Aupark

The Lessees as well as the companies providing services to SC Aupark are obliged to report any identified criminal act, including the suspicion of a potential criminal act, through the telephone number provided for the Operations Centre. The Operations Centre provides comprehensive coordination with the bodies of the Police Forces of the Slovak Republic and Metropolitan Police of the Petržalka district, while at the same time operationally updates the security measures implemented at SC Aupark with respect to the current safety situation.

Pursuant to the aforementioned, it is necessary to immediately report the following to the Operations Centre:

- reception of alarms or reports threatening the safety of persons and property of SC Aupark
- persons violating the visitor regulations of SC Aupark or the social activities of SC Aupark
- persons suspected of committing a criminal act
- abandoned children
- freely-moving animals
- situations endangering the day-to-day events of SC Aupark from the aspect of personal and property protection
- handling of flames or flammable and hazardous substances
- suspicious abandoned objects on the premises of SC Aupark

The Lessees are obliged to inform the Centre Management of the activities of their own security services in the area of SC Aupark, including within their own leased units, and must continually update this information. The purpose of this measure is to prevent a possible conflict from occurring while performing standard security activities. The employees of the security services and the employees of the Lessee must not perform any activities on the common premises of SC Aupark without the prior express written approval of the Centre Management. The Lessees are obliged to ensure their participation in trainings related to the security of SC Aupark conducted by the Centre Management in compliance with the Operational Code of SC Aupark.

The security service must assist upon the observance of all the principles, rules, and obligations included in this document and in its annexes on the grounds of SC Aupark; however, they must especially assist in the following:

- in the case of finding pasted posters, which were not permitted by the Centre Management, to remove them immediately after learning about them, and/or to ensure the cleaning of traces of the poster by the cleaning service
- in the case of finding the behaviour of persons to be unacceptable, immoral, and anti-social in public, to remove said persons from the grounds of SC Aupark in a way conforming to the competencies of the security service, and if necessary to call the police
- not to let any persons to spend the night on the ground of SC Aupark
- in the case of catching persons while stealing, these persons must be adequately detained and the police must be called
- in the case of identifying the active operations of members of religious sects, political parties, and/or movements on the grounds of SC Aupark, to order such persons out

The security service lends assistance in the case of:

- interventions of the police or other rescue services, including during interventions reported by the Lessee
- entrance of maintenance or service employees of SC Aupark onto the premises of the Lessee in the case of emergency situations outside of opening hours, if the Lessee or its representative is not present
- solution of possible problems with members of the Lessees' security service (if they have their own), by contacting the Centre Management
- asking the Lessee to order the removal of the problematic guest from the leased premises and consequently from the grounds

- provision of first aid
- extraordinary situations

The security service IS NOT RESPONSIBLE for safety and fire protection within the individual leased premises.

In the case of an incident within the operational space of the Lessee, or the violation of the Operational Code of SC Aupark within the operational space of the Lessee, the Lessee and/or its representative has the right to contact the Centre Management, who shall ensure intervention.

In case it is necessary to enter into the operational space of the Lessee due to the serious threat of emergency or due to any other threat outside the opening hours, entry is allowed for the employees of the technical service of SC Aupark accompanied by a member of the SC Aupark security service. A person observing or suspecting an emergency situation or any other threat shall immediately contact the Operations Centre of the security service and inform the Centre of the place and nature of the observation. The security service shall send a member of the security service to the announced place and contact the dispatcher of the technical service of SC Aupark. The dispatcher of the technical service will then send a maintenance employee of SC Aupark to the given place, which would have previously picked up the specified operation's spare keys in a sealed envelope. The responsible employee of the security service, following the inspection of the respective leased operation, will make a decision depending on the nature of the finding, whether it is necessary to open the operation and perform any further check.

Each Lessee is responsible for the locking and security of their sales premises on their own, even outside of the sales hours. This responsibility involves the duty to properly close the windows and doors when leaving the business unit, lock the sales premises, and if applicable, to activate their own security system. It is also necessary to turn off all of the electrical appliances whose operation is not necessary during the closure of the unit.

In the case of evacuation of the premises or the threat to the property and health of persons, the security service of the Centre assumes responsibility for the organisation, and in the course of emergency, for the escape from the building. All of the Lessees, their employees, and visitors of the Centre are obliged to follow their instructions.

In case it is necessary to perform a rapid intervention and elimination of emergency situations (e.g., failures of water, gas, and electricity), security service employees are granted the same powers as the maintenance employees.

In the case of a bomb threat, please try to observe the following basic rules as stated below:

- What needs to be recorded:
 - Date
 - Time
 - Exact text of the threat
 - Length of the telephone call
 - Your further conduct
 - Continue with the telephone call
 - Listen and do not interrupt the caller
 - Take notes
 - Gain as much information as possible
 - Record the following questions to the caller
 - When the bomb is to explode
 - Where is it located
 - What kind of bomb is it
 - By how much time is the bomb delayed
 - What is your name
 - Where are you calling from
 - For what reason did you place a bomb here
 - Then make a declaration on your lack of jurisdiction

- Data of the calling participant
- Language used
- Dialect, accent
- Gender
- Age
- Method of speaking: slow, fast, normal, unnatural, hesitant, assertive, excited, noisy, quiet, nasal, clear
- Other specific features
- Noises in the background
- Immediately after having listened to the announcement of the threat
- Inform the operations officer at the head office of the security service, who has the right to decide upon the vacating of the building.
- In the case of a threat to the customers and employees, the main principle is: Keep calm!
- Never directly address the aggressor or touch him/her
- Always address the person being threatened and remove him/her away from the dangerous area
- Inform the security service through the employee at the information desk or directly by asking any of the employees of the Centre's security service

3.13 Charter of Operations Quality for the Shopping Centre Aupark

The Lessee undertakes to observe the Charter of Operations Quality at the Shopping Centre Aupark, which constitutes Appendix No. 10 of the Operational Code.

4 Assurance of Fire Protection and Occupational Health and Safety in the Premises of the Centre

4.1 Responsibility

4.1.1 Assurance of FP and OHS

The governing body of the company, as represented by the Centre Manager, is responsible for the obligatory assurance of FP within the company of the Lessor through the employ of a professionally competent person in the field of fire protection and occupational health and safety, as well as the assurance of the FP and OHS system (hereinafter referred to as "PCP").

In case of Lessees, the responsibility for the obligatory assurance of FP and PCP is provided by the respective legal regulations.

4.1.2 Performance of OHS

The head employees at all management levels as part of their job function bear responsibility for the obligatory assurance of OHS within the company of the Lessor according to the instructions of PCP.

4.2 Obligations of the Lessees

4.2.1 Categorisation of the activities performed

All Lessees are obliged to perform any activities categorised as presenting a risk of fire in compliance with the valid wording of the act on fire protection throughout the leased premises, and to inform the Lessor of the results.

4.2.2 FP and OHS Personnel

The personnel use of the premises in compliance with the final building approval and the Lease Contract. The personnel perform activities in such a way so as not to disturb, limit, or endanger other Lessees or the Lessor.

In the case of a threat to the health and life of persons or to property, the personnel immediately inform the Lessor and provide the necessary assistance.

The personnel ensure the informing of their suppliers on the risks and instructions for FP and OHS assurance in relation to their activities at the Centre and perform checks of any actions taken by the suppliers if presented with an advanced risk of fire.

The Lessees are obliged, depending on the type of activities performed, to accomplish the tasks of FP and OHS of the scope provided by the valid legal and other regulations for the assurance of FP and OHS and regulations issued by the Lessor to ensure FP and OHS by the Lessor. **The Lessees are obliged to submit the compliance of their FP and OHS activities upon request to the professionally competent representative of SC Aupark.**

The Lessee is mainly obliged to:

- Ensure the performance of any aforementioned obligations in the field of fire protection according to the fire protection technician.
- Elaborate, keep, and maintain the determined documentation on fire protection in compliance with the current state.
- Ensure the observance of regulations on fire protection, fulfil the instructions and commands resulting thereof, and perform regular checks of their compliance.
- Not to perform activities presenting an advanced risk of fire without the express consent of the Management of SC Aupark.
- Ensure, according to the regulations on fire protection, the measures for ensuring fire protection outside of the working hours.
- Ensure the presence of the required amount and model of portable fire extinguishing equipment and designate their locations with the valid icons.
- Ensure the regular inspection of the portable fire extinguishing equipment pursuant to the instructions of the manufacturer. If the manufacturer did not determine a period of regular inspection, then this inspection will occur at 12-month intervals.
- Ensure the professional preparation and training of employees regarding fire protection
- Ensure that the emergency routes are unobstructed so that they can meet their function, not to block their passage, and to ensure the operational capability of the door opening mechanisms and self-closers.
- Enforce the prohibition of smoking apart from the premises where it is allowed, and to ensure the emptying of the ashtrays in these premises into sealable tin containers.
- To act in a way to avoid the risk of fire, mainly when using thermal, electrical, gas, and other appliances, upon the storage or use of flammable or hazardous materials with a risk of fire, and upon handling an open flame.
- Not to perform unprofessional repairs of the electrical installation, not to overload the electrical circuits through the extensive connection of electrical appliances, and not to use damaged electrical appliances.
- The appliances may only be installed in a safe distance from flammable structures and materials according to the instructions of the manufacturer and the valid legal regulations.
- Appliances may only be used in the case that they are in good technical condition and under the conditions specified by the instructions of the manufacturer. When using appliances, it is necessary to supervise their operation. Without supervision only such appliances may be operated whose structural design allows for it unsupervised use and if permission is stated in the instructions of the manufacturer.
- Not to damage or to abuse the portable fire extinguishing equipment, fire hydrants, and fireproof doors, and not to obstruct access to the vents of network facilities, mainly those of electricity, gas, and water.
- Not to initiate a fire alarm without any reason.
- In relation to fire fighting, to take the necessary measures for the rescue of injured persons, the putting out of a fire, if possible, or to take the necessary measures to prevent its spread.
- In the event of a fire, to immediately report the fire to the common fire reporting unit at SC Aupark through the telephone number +421 2 68 266 256.
- Provide help to the fire-fighting unit at the discretion of fire fighter commander and provide material tools for fire fighting.

- Enable the Management of SC Aupark to perform preventive fire prevention inspections in order to verify the observance of regulations on fire safety.

4.2.3 Safe operation

The Lessees are obliged to ensure the safe operation of the technical facilities, work instruments, equipment, and instruments of FP (hereinafter referred to as “facilities”) that are used within the activities at the Centre and do not form a part of the lease.

The Lessees are obliged to keep records of the maintenance reports of the designated facilities, which are a part of the property of their own equipment on the premises. The Lessees are obliged to submit any inspections performed and revisions to the facilities to the professionally responsible person.

The Lessees must not perform any construction adjustments, which may have an impact on the assurance of the building fire safety’s (e.g. operation of fire safety equipment) without prior consultation with the Lessor or its representative (expert guarantor for FP and OHS),

The Lessees must keep the emergency routes and emergency exits in good condition, especially taking care not to block the emergency exit doors.

The Lessees are obliged to immediately inform the Lessor on any fact that may have an impact on the state of the fire safety assurance on the premises.

4.2.4 Coordination

All the Lessees are obliged to coordinate the accomplishment of FP and OHS tasks with the Lessor, PCP, and other Lessees.

4.3 Obligations of the Lessor

- Through the PCP it ensures the performance of obligations related to FP and OHS on the common premises of the centre, unless otherwise agreed upon with the Lessee under the Lease Contract.
- In cooperation with the supplier, it ensures the safe operation of the facilities, which form a part of the lease.
- It coordinates the assurance of FP and OHS on the common premises of the centre and in the operation of the facilities forming a part of the lease, in cooperation with the Lessees and the suppliers through the PCP.
- In cooperation with the Lessees, it ensures the elimination of the identified deficiencies and deviations from the desired state upon the assurance of FP and OHS through the PCP.
- It ensures the processing, managing, and updating of the FP and OHS documentation on the common premises of the Centre and for the facilities forming a part of the lease through the PCP.
- It ensures the checking of the performance of FP and OHS-related obligations on the common premises of the Centre and on the facilities forming a part of the lease. It performs the checking of the FP and OHS obligations by the Lessees on the common as well as on the leased premises, including the checking of the observance of compliance with the lease contract through the PCP.

4.4 Coordination of Activities

In order to coordinate the assurance of FP and OHS between the Lessor and the Lessees, the following measures are determined:

- The person in charge of the coordination of individual activities between the Lessor and the Lessees is the PCP.
- For the jointly-used premises of the Centre, the Lessor establishes a preventive fire protection guard. The competencies of this preventive fire protection guard involve all the premises of the building, except for the premises of the Lessees.
- The Lessor performs preventive inspections of the common premises in compliance with the legal regulations and other regulations aimed at the assurance of FP and OHS through the PCP.
- The Lessees ensure the preventive fire prevention inspections required by the valid legal regulations for the assurance of OHS and FP on the leased premises on their own. They immediately inform the Lessor on the results of these inspections through the PCP.

- The Lessor submits to the Lessees the list of documentation, which it processes and manages for the assurance of FP and OHS in the Centre. The instructions from this documentation must also be incorporated by the Lessees into the agenda of their own internal trainings on FP and OHS or they must inform their suppliers operating in the Centre of them.
- The Lessees inform the PCP and the technical manager of the Centre about the performance of work presenting an advanced risk of fire, to whom they submit for approval the Permit to perform works with an advanced risk of fire as elaborated by the PCP, which issues instructions and measures for the assurance of fire safety that the Lessee must observe and which ensure permanent supervision during the works.
- The PCP employees cooperate with the Lessees.

4.5 Basic Fire Alarm Guidelines and Code of Conduct

Everyone who notices an outbreak of fire is obliged to:

- Attempt to fight the fire using a portable fire extinguisher or by using another method depending on the nature of the extinguishing agents.
- If it is impossible to extinguish the fire through the use of simple means (portable fire extinguisher, cover, soil, etc.), the fire must be reported immediately to the fire reporting channel of SC Aupark by calling extension No. 256.

Method of announcing a fire:

- Fires must be announced by shouting “HORÍ” (FIRE) and also via the public announce system.

Obligations in the case of announcing a fire:

- People must remain in their workplaces (if not immediately threatened by the fire) until given instructions from the fire response commander or a member of staff who is in charge of evacuation. In the case of a direct hazard, the people must leave the endangered area.
- Every person is obliged to assist in the fighting of the fire and the evacuation of people and materials as instructed by the head of the fire guard.
- Every person not taking part in the elimination of the fire must assemble in front of the building as soon as possible and stay out of the way of the fire brigade's response.
- The head of the fire guard is designated as the fire response commander until the arrival of the fire brigade.
- After the fire brigade's arrival, people must carry out the tasks as instructed by the fire response commander.

Calling the fire-fighter unit - when reporting the fire to the fire-fighter unit, it is necessary to report the following:

- Name and address of the building affected by the fire
- Name and surname of the person calling
- Telephone number from which the fire was reported

Once the fire is reported, it is necessary to stay near the phone to respond to the fire brigade's operator who will call back and verify the information.

Important telephone numbers:

Emergency calls:

Fire-fighter unit	112
Rescue Service	112
Police	112

Emergency service telephone numbers:

Maintenance/Reporting of Failures	0918 708 668
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4.6 Management of the FP and OHS Documentation

4.6.1 Documentation

FP and OHS documentation for the common premises and for the central security equipment, which is a part of the lease, is processed and maintained by the Lessor.

The documentation related to the performance of activities and facilities used by the Lessee, which are not part of the lease, must be processed and maintained by the Lessees in compliance with the valid legal regulations and other regulations issued for the assurance of FP and OHS. This documentation must not be in conflict with the regulations of the Lessor.

4.6.2 FP documentation

In order to ensure FP, the Lessor issues documentation in the following scope:

- assurance of FP and OHS on the premises
- document on company classification
- fire safety regulations for the premises of the centre
- fire alarm guideline
- fire evacuation plan
- fire evacuation plan - basic instructions for the Lessees
- documentation on fire-fighting - operational charter
- regulations for use of the fire alarm
- handbook for the determination of fire safety conditions
- permit to perform works with an advanced risk of fire (sample document)
- fire booklet

4.6.3 OHS documentation

OHS documentation for the common premises and facilities, which are a part of the lease, consists of the following:

- documentation for the producer or supplier regarding the equipment used
- documents on adjustments, inspections, and maintenance of work tools and equipment
- operational regulations of the equipment
- instructions for the Lessees and suppliers

4.6.4 Submission of the documentation

The Lessor is entitled to require the Lessee to submit its own FP and OHS documentation resulting from its checking of the premises used to be in compliance with the valid legal regulations for FP and OHS assurance and the Lease Contract.

4.7 Control Activities

- The supervisory activities regarding the observance of FP and OHS regulations on the common premises of the Centre and upon the operation of the facilities, which are a part of the lease, are performed by the entrusted PCP.
- The Lessor is further entitled to perform inspections through the PCP related to the use of the leased unit in compliance with the valid legal regulations and other regulations for OHS and FP assurance and with the Lease Contract.
- The Lessee is obliged to provide the Lessor with all of the assistance deemed necessary during the supervisory activities.
- The supervisory activities of the Lessor do not replace the performance of the internal supervisory activities of the Lessee as required by the valid legal and other regulations for assurance of FP and OHS.

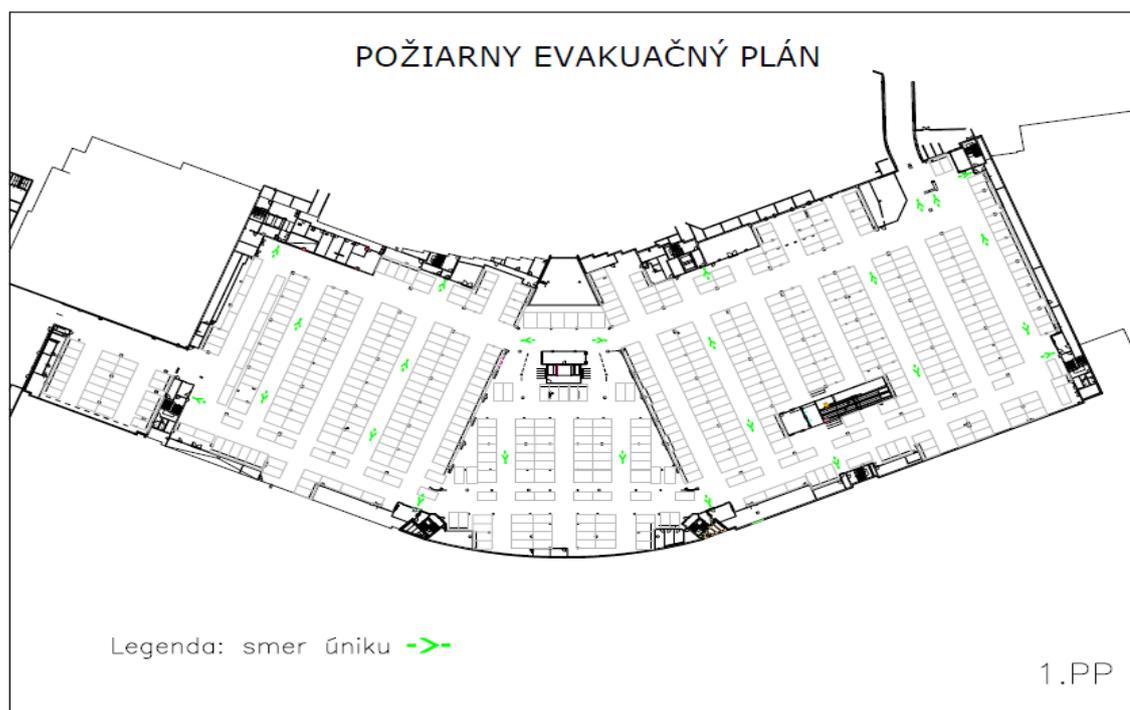
4.8 Evacuation

In the case of the occurrence of an extensive fire, or in the case of the receipt of an alarm message on the premises of the SC Aupark, the fire protection technician on duty will announce the evacuation.

- The command for starting the evacuation is contained the following phrase:
“We would like to ask parents to quickly collect their children from the playhouse. The playhouse will be closed due to technical reasons!”, which will be heard three consecutive times through the SC Aupark local announcement system.
- The entrusted representatives of the leased unit are obliged, after having heard the aforementioned password, to terminate any transactions at the cash registers as quickly as possible, secure the leased unit against damage (e.g. turn off all of the electrical appliances), and warn the customers and the staff to leave the leased unit. The authorised representatives are obliged to check the premises of the leased unit (to confirm whether anybody is still present there, whether any electrical appliance remains on, etc.), lock the premises, and come to the gathering point with the keys of the leased unit - see the following evacuation plan. It is also necessary to follow the instructions of the SC Aupark security service.
- After the aforementioned password, the following announcement will be played during the entire evacuation:
“We would like to ask the visitors of SC AUPARK to leave the shopping centre due to technical reasons and to respect the instructions of the security service!”

Evacuation plan

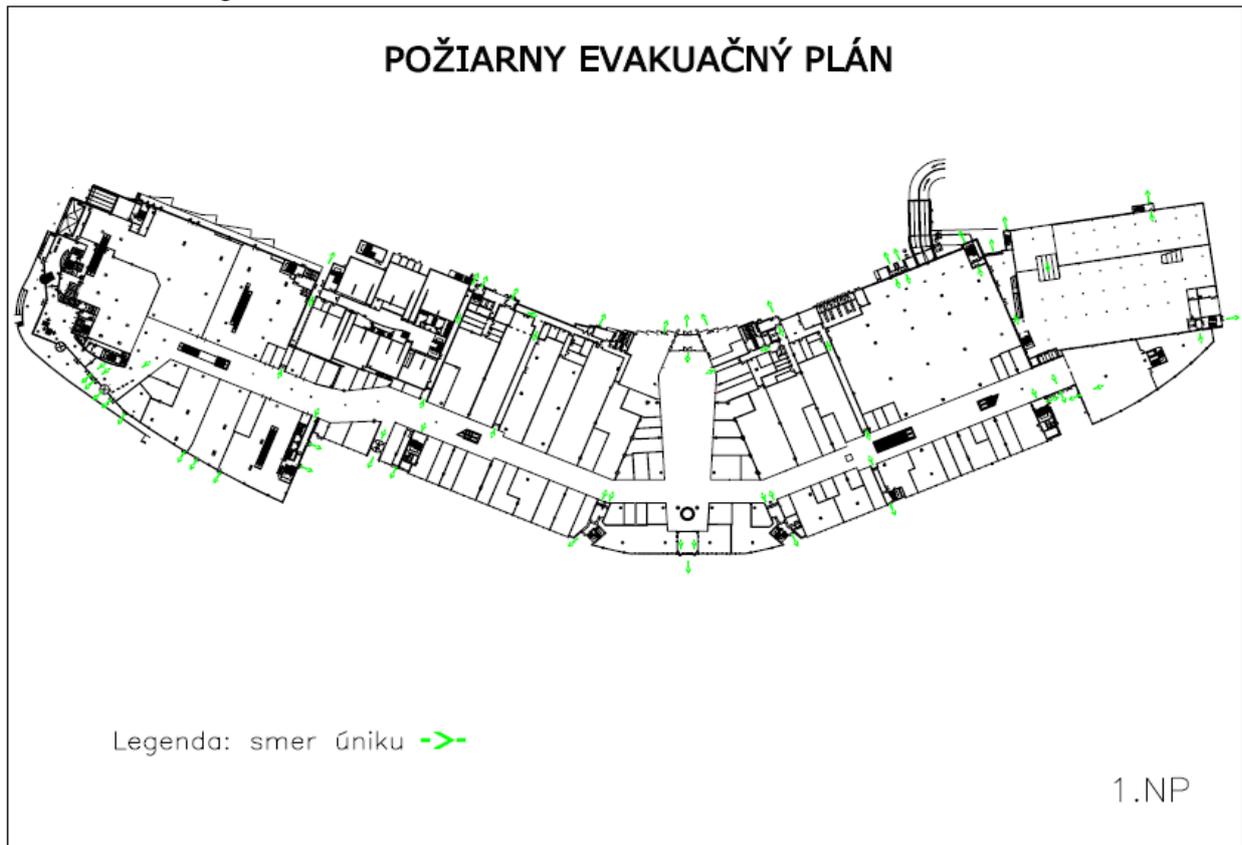
1. 1st underground floor



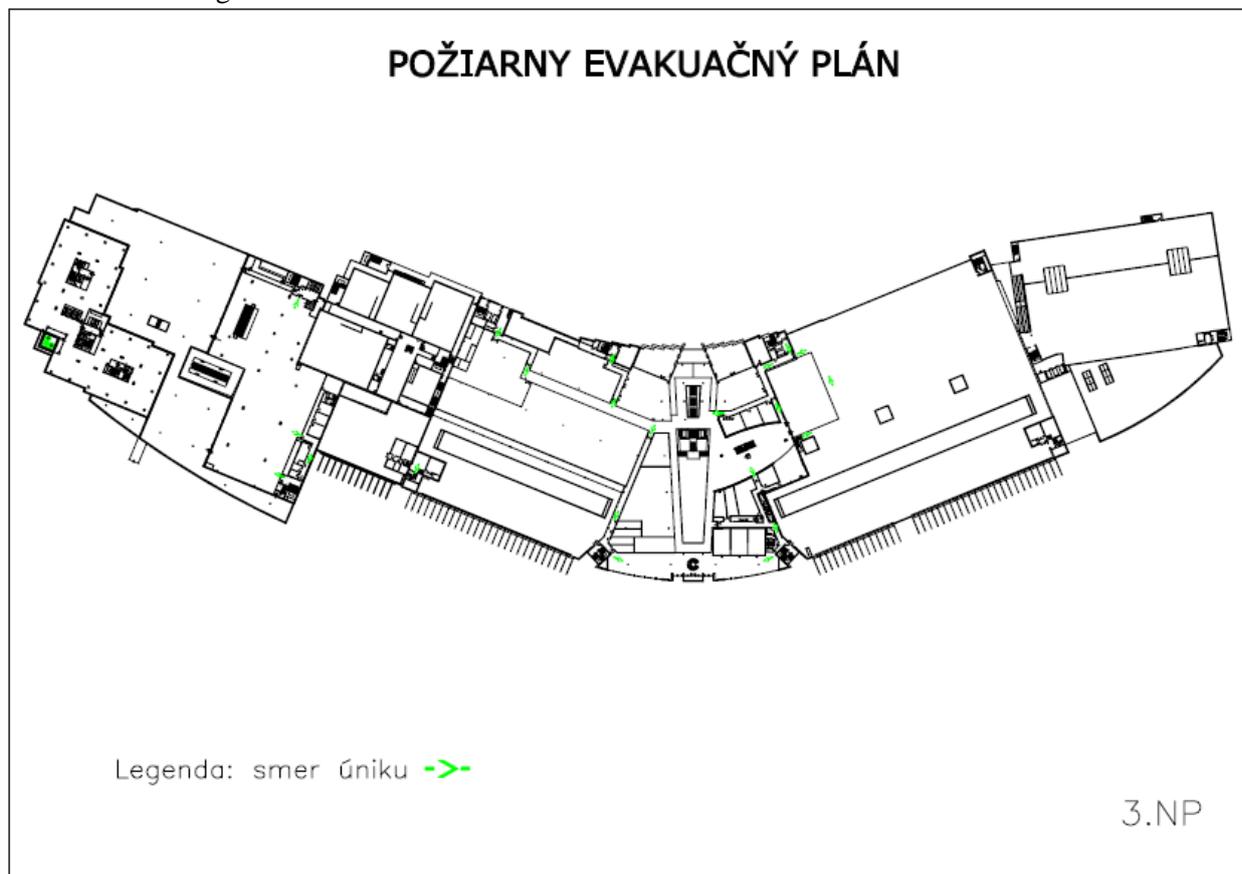
FIRE EVACUATION PLAN

Legend: escape direction

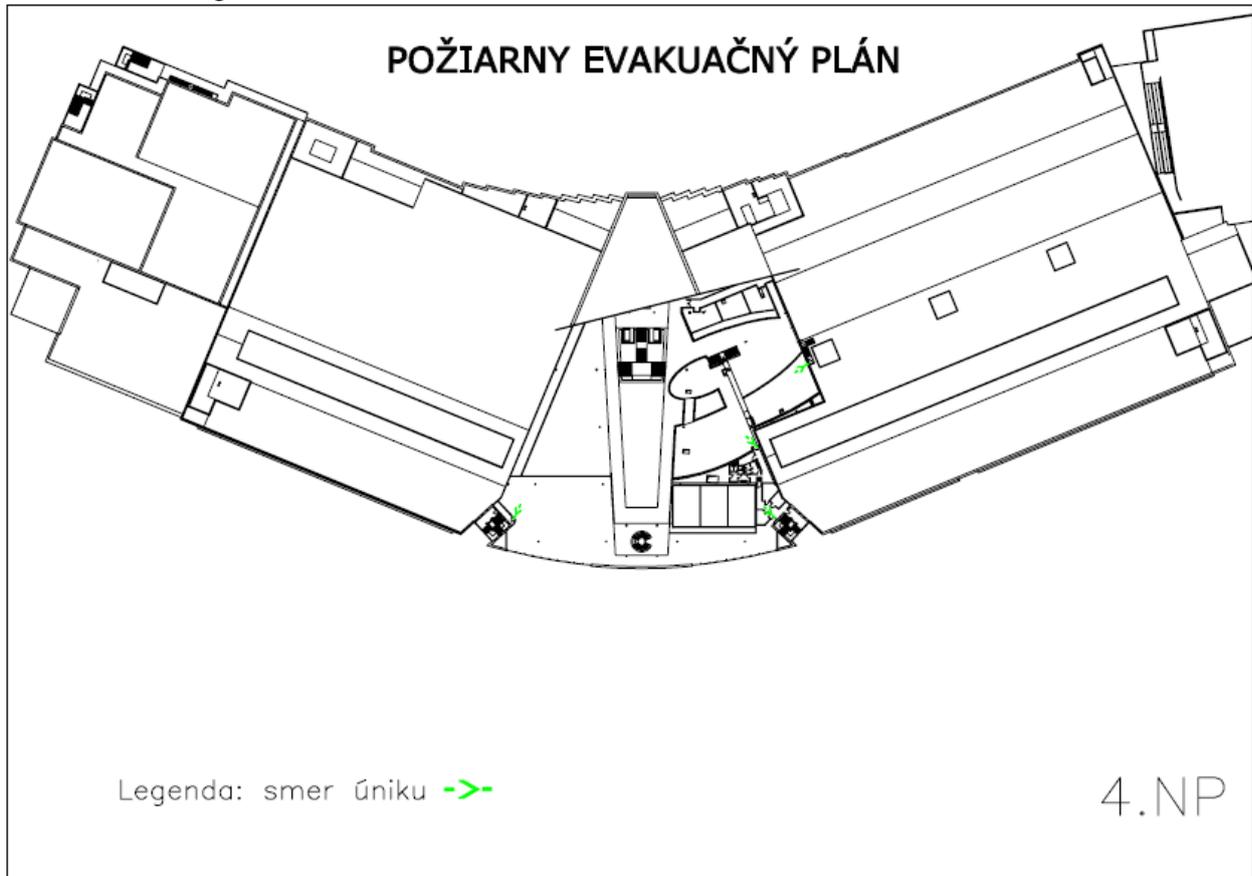
2 2nd above ground floor



3. 3rd above ground floor



4. 4th above ground floor



5 Sustainability

5.1 Introduction - Energy Intensity and its Reduction

The Lessor (a member of the Unibail-Rodamco Group) as the owner of the shopping and social centre Aupark has an ambitious policy of sustainability and is committed to a significant reduction of the environmental impact of the shopping centres it owns and manages.

The group in its role as the Lessor has launched a comprehensive programme of measures focused on the reduction of energy and water consumption, increasing of the share of recycled waste, and support for the use of sustainable transportation in all of the shopping centres in its portfolio. These measures refer to the equipment and the common premises under the direct management of the Lessor.

The Lessees consume a great part of the energy at the Shopping Centre and play an important role in the reduction of the environmental impact of the Centre. We can observe that the environmentally sustainable operational procedures usually lead to lower operating costs and charges of services for the Lessees.

The identification and application of energy savings in the shops have in many cases not only environmental but also economic effects, as their operating costs are reduced. Several measures of an organisational character, or the replacement of appliances with more economical ones, have a short-term period of economic return and significant environmental benefits for the operator.

Therefore, this chapter describes the measures that the Lessees should observe in order to help to reduce the environmental impact of the real estate, while at the same time enabling the Lessees to identify opportunities of how to reduce their operating costs.

Apart from the above, the Unibail-Rodamco group is also interested in cooperation with the Lessees with respect to the informational and media promotion aspects of the benefits to be achieved in the environment protection and energy saving areas.

5.2 Data Reporting

The Lessor and the Lessee may analyse the trends of their energy consumption every year. Based on this, the Lessor may identify the outlets that have above-average high-energy consumption per unit of sales area (in comparison with other shops in the building). In cooperation with the Lessor the Lessee will then seek the easiest and most adequate method of identifying the reasons that led to higher energy consumption and possible solutions aimed at its reduction.

If necessary, the Lessor may provide - upon request - help and support (assistance) to the Lessee in the identification and introduction of certain correctional measures for the reduction of energy consumption.

5.3 Operation of Appliances and Technical Installations

The Lessee will reduce the period of operation of the appliances and of its technical facilities at the shop to the maximum possible extent. At an absolute minimum, the Lessee must ensure that the facilities are turned off during the absence of staff, except for the display facilities that must meet the other requirements of the lease. The responsible shop manager or another person appointed responsible is responsible for determining these time intervals and specific operating characteristics.

5.4 Lighting and Requirements for Lighting in the case of Shop Refurbishment and the Replacement of Lights

The lighting of the leased premises and the resulting generation of heat are responsible for a great part of the total energy consumption of the Shopping Centre. It is one of the main areas where the environmental impact of the real estate may be improved and the energy consumption costs of the Lessee reduced.

The Lessee will reduce the operating period of the lighting facility to the maximum possible extent. At an absolute minimum, the Lessee must ensure that the facility is turned off during the absence of staff, and to have the lighting output outside of the opening hours of the shops reduced at least by 1/3, except for the display facilities that must meet other requirements of the lease. The responsible shop manager or another person appointed responsible is responsible for determining these time intervals and specific lighting levels.

The Lessee must reduce the light output of its unit to the maximum possible extent and is recommended to prepare an analysis determining whether it would be possible to replace light bulbs, halogen bulbs, and

other ineffective light sources with more effective light sources with a nominal output higher than 60 lm/W.

In the case of refurbishment, the Lessee shall not exceed the level listed below regarding lighting per square meter of the sales area (including any lighting on the furniture):

Small shops, fashion clothes, restaurants: 50 W/m²

Others: 30 W/m²

In the case of refurbishment and reconstruction adjustments to the interior, or the installation of, a new shop, adequate documentation will be provided to the Lessor proving that the interior meets these requirements. With regards to longer operating hours, the rate of return of these measures is usually very fast.

5.5 Facilities to Ensure Thermal Comfort

There is a managerial system called the “Building Management System” (BMS) implemented at SC Aupark through which many technological units are controlled and regulated. The BMS system also ensures the operation of the air conditioning facilities of the Lessor according to the areas meeting the required parameters.

If the Lessee requires a higher consumption of heating or cooling that exceeds the capacity provided by the Lessor, it must prove the necessity of this requirement so that it shall provide a calculation based on the actual internal thermal loads. This is valid only for the leased units connected to the respective systems of the Lessor.

5.6 Maintenance

Upon the request of the Lessor, the Lessee shall provide a written confirmation proving that a contract on the preventive maintenance of the technical facilities was signed with a certain supplier.

At any time when the technical facilities, electrical appliances, and equipment that consumes energy is replaced, it is necessary that the Lessee seek and, when possible, chooses a model with a higher efficiency rate if it brings economic benefits from the aspect of lower operating costs. The Lessor may provide help or contacts to the relevant external companies upon the identification of these facilities.

5.7 Materials

In case of refurbishment, the Lessee shall only use materials possessing environmental certification.

The Lessee shall always, whenever possible, use recycled materials and materials with provably minor environmental impacts and observe the environmental policy in compliance with the ISO 14001 standards. This should be demonstrably guaranteed by a professional certificate or assessment provided along with the product by an independent external certification body (quality logo, certified ecological brands, ISO systems, etc.)

5.8 Water

The Lessee shall be responsible for the identification of leaks. The Lessee shall perform the repairs to any leaks, which appear in its own distribution network.

In the case of refurbishment, replacement, or installation of new plumbing facilities, the Lessee shall identify and consider the use of water-saving models, with examples including a toilet bowl with double flushing (3/6 litres), taps on the water supply network with flow time limitations or valves and fittings equipped with electronic sensors, toilets with presence detectors and flushing control or with extremely-reduced flushing, or (chemical) toilets that do not use water.

5.9 Waste

The Lessee shall apply ecological methods of waste handling, which are determined for the Shopping Centre by the Lessor according to Chapter 6 “Waste Management - Waste Handling” of the Operational Code.

5.10 Transportation and its Energy Intensity

The Lessee will recommend to its employees that whenever possible they share the use the motor vehicles together and that they use environment-friendly methods of transportation (bicycle, bus, public transportation, etc.).

5.11 Reconstruction and the Installation of New Shops

According to its best capabilities, the Lessee shall consider, upon the creation of a new interior design, any notes and instructions from the Lessor related to the environmental matters and energy intensity of the reconstruction and installation of new shops.

5.12 Environmental Dialogue Clause

The Lessor and/or its representative and the Lessee are obliged to consider meeting for individual or joint environmental consultations at least once a year. This meeting will allow them to evaluate the energy intensity of the operations of the given shop, accomplished measures or possible measures to adopt in the future, and the impact of the Centre and the leased shop premises on the environment, as well as to determine the suitable common or individual initiatives and goals in this field for the coming year.

6 Waste Management - Waste Disposal

6.1 Rules for Handling Waste

Regarding the needs of the Lessees, the basic rules as identified in the established “**Law on Waste**” and the respective established executive decrees are necessary for the proper handling of waste and are binding for all Lessees:

- gathering of waste sorted according to individual types and categories
- keeping the waste register
- mixing of the individual types of waste without the consent granted by the respective waiver is prohibited
- handling of hazardous waste is also subject to the consent of the competent authority
- transportation of assorted waste from the sales premises and/or from the offices to the waste management (WM) premises will either be performed manually or by using manually-operated mobile separators or trolleys for cleaning
- handover of assorted waste is to be directed to the employees of the Marius Pedersen Company, who will place the waste into the respective collection containers on the WM premises according to the waste category
- the responsible employee of the Marius Pedersen Company (Plant Manager) is to be informed as early as possible regarding the need for a specific one-time disposal of waste
- the responsible employee of the Marius Pedersen company is to be informed as early as possible of any new sources of waste generation for the purpose of ensuring incidental waste analysis and suitable collection containers

6.2 Generated Waste

- Paper and cardboard packages (clean packaging paper, cardboard boxes, etc.) will be sorted by the Lessees, with the paper then taken to the respective WM premises - Ramp 8 and Ramp 10. This waste is intended for recycling.
- Paper must not be mixed with other types of waste, as it must not become polluted.
- Plastic packages (clean PE foils, etc.) will be sorted by the Lessees and then taken to the respective WM premises - Ramp 8 and Ramp 10. This waste is intended for recycling.
- Foils must not be mixed with other types of waste, as they must not become polluted.
- Glass packages will be assorted by the Lessees and then handed over to the employees of the Marius Pedersen Company on the respective WM premises - Ramp 8 and Ramp 10. This waste is intended for recycling.

- Glass must not be mixed with other types of waste, as it must not become polluted.
- Category H waste - hazardous waste (packages containing residues of hazardous substances, absorption agents, filtration materials, cleaning fibres and protective clothing polluted with hazardous substances, batteries, bulbs and other waste containing mercury, waste cartridges) will be sorted by the Lessees and handed over to the employee of the Marius Pedersen Company in the WM premises - Ramp 10. This waste is intended for disposal.
- Hazardous substances must not be mixed with other types of waste and it is necessary to separately hand them over to the responsible employee of the Marius Pedersen Company with respect to their hazardous properties, which may cause a threat to the health of the employees and Centre visitors.
- Communal waste will be sorted by the Lessees and put into bags on the respective WM premises - Ramp 8 and Ramp 10 - where they will be handed over to the responsible employee of the Marius Pedersen Company. This waste consists of waste generated during transportation and especially during the cleaning of the Shopping Centre (e.g. contents of waste bins, street sweepers, polluted packages, etc.). This type of waste is similar to communal waste in regard to its composition, in that hazardous and recyclable elements were sorted out from. This waste is intended for transport to the waste dump.
- Communal waste must not contain any hazardous waste, clean paper, cardboard, plastic foils, or glass.
- Gastronomic waste - waste from the preparation of meals in the fast food units and in the restaurants (sauces, fat from the deep fryers, and remains of food) will be sorted by the Lessees and placed on the background premises of the food court in plastic containers, which will later be placed into a cooling box.
- Gastronomic waste must not contain any paper, plastic materials, or foreign substances. This waste is intended for recycling.
- Meat and bones from the preparation of meals at the gastronomic facilities (meat, bones, and skin remaining after the preparation of meals) will be sorted by the Lessees and stored on the background premises of the food court, which will later be placed into the cooling box and then transported to the bio gas station for recycling.
- Rendered plant waste must not contain any paper, plastic materials, or foreign substances. This waste is intended for further use.
- The types of waste may be adjusted upon agreement with the Centre Management.

6.3 Waste management (WM) premises

For collection and gathering of waste specified in Article 6.2 there are three waste collection points at the Centre, which are located:

- in the north-eastern part of the building - the area of ramp 8
 - From the time of 9:30 p.m. to 9:00 a.m. through the interim warehouses
 - From time of 9:30 p.m. to 9:00 a.m. through the operations centre without direct connection to the delivery corridors
 - From the time of 9:00 p.m. to 9:00 a.m. through the operations centre with direct connection to the delivery corridors

At this collection point, it is possible to turn over mixed municipal waste, paper, PE foils, glass, packages contaminated by paint, detergents, sprays, cloths with oil stains, vapex.

- in the north-western part of the building - the area of ramp 10
 - From the time of 9:30 p.m. to 9:00 a.m. through the interim warehouses
 - From time of 9:30 p.m. to 9:00 a.m. through the operations centre without direct connection to the delivery corridors
 - From the time of 9:00 p.m. to 9:00 a.m. through the operations centre with direct connection to the delivery corridors

At this collection point it is possible to turn over mixed municipal waste, paper, PE foils, glass, packages contaminated by paint, detergents, sprays, cloths with oil stains, vapex.

- in the north-western part of the building - the area of ramp 12
 - From the time of 9:30 p.m. to 9:00 a.m. through the interim warehouses
 - From the time of 9:30 p.m. to 9:00 a.m. through the operations centre without direct connection to the delivery corridors

- From the time of 9:00 p.m. to 9:00 a.m. through the operations centre with direct connection to the delivery corridors
Paper may be turned over at this collection point.

6.4 Procedure at Waste Takeover

Waste collected from the sales units of the individual Lessees by the entrusted employees of the Lessees, employees of the cleaning company, and the Shopping Centre will be subject to the following on the waste management premises:

- physically transferred to the responsible employee of the Marius Pedersen Company,
- checked according to the level of sorted waste
- placed into the respective collecting containers on the WM premises by the responsible employees of the Marius Pedersen Company
- waste intended for physical and mechanical adjustment will be processed through the packaging press or placed into the pressing container
- after having collected a sufficient amount, the waste will be forwarded and the total net weight of the waste determined on the scale in the facility for waste disposal, accompanied by a sheet recording the weight
- hazardous waste will be transferred to, measured, and placed into the containers for H waste by the responsible employee of the Marius Pedersen Company, recorded in the waste register, and the “Registration sheet for the transportation of hazardous waste” will be completed during transport

After collection is completed, the waste is utilised or disposed of on the facilities of the Marius Pedersen, spol. s.r.o. Company, facilities of the subsidiaries of the Marius Pedersen Company, or in the contractually-secured external facilities.

6.5 Obligation of the Lessee

Under the Lease Contract and pursuant to the valid regulations, the Lessee is obliged to sort and transfer waste to the waste collection points. The amount of transferred waste may be immediately determined upon the submission of the waste at the collection points or from the monthly overview statement from the Centre Management. If in the case of hazardous qualities present in any of the Lessees’ waste, under the valid legal regulations these Lessees are obliged to report this waste to the Centre Management in order to be able to file an application for obtaining consent for the handling of hazardous waste. The service company is obliged to take over from the Lessees sorted waste in a manner as specified by this Operational Code.

All the waste must be by the Lessee:

- sorted according to their type
- placed into its own containers, PE bags, or its own handling equipment
- transferred during the ordinary operations to the responsible employee of the Marius Pedersen company

List of obligations:

- The transportation of assorted waste from the Lessee’s own sales premises or from the offices to the WM premises will either be performed manually or by using manually-operated mobile separators or trolleys for cleaning
- The handover of assorted waste to the employees of the Marius Pedersen Company, who will place the waste into the respective collection containers on the WM premises according to the waste category
- Providing information to the responsible employee of the Marius Pedersen Company (Plant Manager) as early as possible regarding the need for a specific one-time disposal of waste
- Informing the responsible employee of the Marius Pedersen Company as early as possible of any new sources of waste generation for the purpose of ensuring incidental waste analysis and suitable collection containers

No waste may be deposited on the public premises or in the corridors. In the shops, the waste must be deposited into its own containers or PE bags

6.6 Handling of Returned Products

The collection of returned products pursuant to the valid regulations is ensured by each Lessee alone. Each Lessee is further obliged to store these products in their own storage spaces, or to inform its customers of the nearest collection point.

6.7 Prohibitions and Obligations

- The Lessees are obliged not to store or deposit any of their waste at the places not designated for this express purpose (corridors, staircases, outside surfaces, etc.), or to deposit the waste into the waste containers on the common premises. Such waste will be removed, after having identified the owner, at the expense of the respective Lessee. The Lessees are obliged to transfer their waste in the manner addressed under the name of their sales premises at the waste collection points to the authorised person.
- All the Lessees connected to the fat storage system are prohibited from using the kitchen waste shredder.
- All Lessees connected to the fat storage system are prohibited from releasing wastewater with temperature of over 40 °C from their kitchens and from using biologically-active detergents, with respect to the contained enzymes that cause the emulsification of fats. In the case of any doubt, it is necessary to submit the type of the detergent used for approval by the Centre Management.

In case of the blocking of the fat storage - trap due to any failure to meet this previous clause, the removal and complete cleaning of the fat storage machine will be performed at the expense of the responsible Lessee.

- It is prohibited to flush waste into the washbasins, sinks, and toilets. In the case of the blocking up of the waste pipe, this problem will be eliminated at the expense of the responsible Lessee.
- The restaurant facilities in the Centre are obliged to keep the fat filters clean and perform regular checks and cleaning of the air conditioning. In the case of the contamination of the ventilation pipe and/or the central filters, the pipe will be cleaned and the filters replaced at the expense of the responsible Lessee.
- The restaurant premises in the Centre are obliged to transfer their waste oils and fats exclusively to an expert company deemed capable by the operating board of the facility for the collection and purchase of waste under the valid waste regulations.
- The transportation of waste must not cause the restriction, intrusion, or disturbance of the Shopping Centre guests, other Lessees, or the Shopping Centre employees and its delivery companies when performing these activities (e.g. cleaning, maintenance, security service, etc.).
- The Lessees shall pay attention during the transportation of waste from their leased operations to the waste management premises so that they do not contaminate the premises of the Shopping Centre with the waste or its remains.
- In case that the premises of the Shopping Centre are contaminated by the transported waste or its remains, the Lessee is obliged to eliminate this contamination without any delay. If the extent of contamination is high, the Lessee is obliged to immediately contact the responsible security service employee.

7 Rat Extermination and Disinfestation

Rat extermination is performed regularly and according to need; the gastronomic facilities have this obligation imposed upon them by the competent state administration authorities. The rat extermination and disinfestation of the common premises is ensured by the Centre Management.

8 Contractual Penalties

8.1 Purpose

The continuous operation of the Centre is of the common interest between the Lessor and all of the Lessees and users of the Centre. The preconditions for completing this goal are the observance and respecting of this Operational Code.

8.2 Rules and Guidelines for Using the Premises of the Centre and the Leased Premises

1. There is no legal entitlement to enter onto the premises of the Centre and the leased premises.
2. All of the activities are prohibited that could in any way endanger the safety of visitors, Lessees, staff, or the actual building of the Centre.
3. It is prohibited to manipulate any safety or fire protection facilities on the premises of the building.
4. It is prohibited to place messages written by hand on the display tables of the premises.
5. Without the prior consent of the Centre Management, it is prohibited to place advertising posters onto the display windows, except for professionally-fixed posters placed on the display tables.
6. It is prohibited to place advertising signs or stands, stands for posters, or stands of any type in front of the shops without the express approval of the Centre Management.
7. The Centre Management shall be entitled to prohibit any of the Lessees from any advertising or promotional activities, which in the opinion of the Centre Management is directed at damaging the good reputation of the Centre or of the overall architectural or design concept of the Lessor, as far as the look of the Shopping Centre is concerned, and based on the written notice of the Centre Management, the Lessee shall cease such activities and/or remove it.
8. It is prohibited to place notices of any type onto the display windows or on the doors, except for the opening hours, emergency numbers, and information required by the respective legal regulations.
9. The pathways, entries, courts, vestibules, or corridors must not be blocked by any of the Lessees, loaded, or used for any other purpose other than entering onto the premises and leaving them.
10. Casement windows, glass doors, roof windows, and all other windows and doors that reflect or let the light and air pass into the corridors, gateways, and other public places in the Centre premises, will not be covered or blocked by any of the Lessees.
11. No cabinets or other objects will be placed in front of the building of the Centre or fixed to the building from the external side, or placed into the halls, corridors, or vestibules without the prior express written consent of the Centre Management.
12. Toilets, washbasins and other sanitary installations will not be used for any other purpose than their intended use, and no waste, cloths, acids, or other substances will be disposed of into them.
13. The staff is prohibited to smoke in front of the entrance to the Centre and on the premises of the centre. The Lessee is obliged to observe the respective legal regulations that regulate smoking.
14. The volume of music played in the shops must conform to the level as approved by the Centre Management,
15. The Lessee is obliged to heat and cool the Premises according to hygienic standards.
16. The Lessee is obliged to observe the OHS and FP training as stipulated by the law, and upon request to submit their record on training.
17. The Lessee is obliged to observe the prescribed revisions of its own equipment.
18. The Lessee is obliged to clean the interior of the premises and the internal and external parts of the display windows and doors of the Premises, as well as within their leased premises, outside the opening hours of the shop, and additionally when legitimately required by the Lessor.
19. The Lessee is obliged to keep the premises (including the exterior of its display windows and advertising signs) clean, tidy, hygienic, and safe (including the regular painting and repainting if deemed necessary) and ensure the maintenance deliveries, materials, and equipment necessary for such maintenance of the premises.
20. It is prohibited to use the trolleys of the hypermarket for the storage of goods in the shopping units, or for the transport of waste, building materials, etc.
21. The preparation of any decoration on the display windows from the interior of the shopping units is only possible during the hours of 9:00 p.m. to 9:00 a.m. Outside of these hours the display

window may only be decorated in the case of being covered by a non-transparent sheet/wall as approved by the Centre Management.

22. If there is any conflict between the text of the present rules and guidelines for the use of the Centre and any the lease contract for any premises in the building, the provisions of the lease contract shall prevail.

If the Lessee violates the obligations as specified in Articles 4, 5, 6, 8, 10 and 19 of the aforementioned Rules and Guidelines for the use of the Centre building and leased premises, and if such a violation is not remedied by the Lessee within two (2) business days as of the delivery of the written notice on such violation from the Lessor, then the Lessee shall pay to the Lessor (based on further requirement of the Lessor) a penalty amounting to the sum of one thirtieth (1/30) of the sum of the Monthly fixed rent for each day (or its part) of this violation or non-performance, unless a higher sum of penalty is specified in the lease contract.

If the Lessee violates the obligations as specified in Articles 9, 12, 13, 14, 15, 16, 17, and 18 of the aforementioned Rules and Guidelines for the use of the centre building and leased premises and the Lessor sent to the Lessee three (3) notices of such a violation in any one-month period, then the Lessee shall pay to the Lessor (based on further requirement of the Lessor) a penalty amounting to the sum of one tenth (1/10) of the sum of the Monthly fixed rent for each day (or its part) for this violation or non-performance, unless a higher sum of penalty is specified in the lease contract.

9 Appendices of the Operational Code

- 9.1 Appendix No. 01 - Form with Current Contacts in the Case of Emergency**
- 9.2 Appendix No. 02 – Monthly Turnover Report (available also as editable PDF)**
- 9.3 Appendix No. 03 – Annual Turnover Report (available also as editable PDF)**
- 9.4 Appendix No. 04 – Request for Permit**
- 9.5 Appendix No. 05 – Execution Terms and Conditions**
- 9.6 Appendix No. 06 – Visiting Regulations**
- 9.7 Appendix No. 07 – Operational Code of Unsupervised Paid Garages and Car Parks**
- 9.8 Appendix No. 08 – Floor Plan of the Building**
- 9.9 Appendix No. 09 – FP and OHS**
- 9.10 Appendix No. 10 – Charter of Operations Quality for the Shopping Centre Aupark**

In Bratislava on 31/03/2015



Jozef Halász
Shopping Centre Manager - Aupark