

HOUSE RULES



ALLEE SHOPPING AND LEISURE CENTRE

BUDAPEST

1. THE PURPOSE OF THE HOUSE RULES

1.1 The Purpose of House Rules

The present House Rules aim to identify a uniform and binding set of rules of operation for the Allee Shopping and Leisure Centre; and thus, to detail the rights and obligations pertaining to the use of areas provided for usage and of common areas with a simultaneous view to the provisions of governing legislation, official requirements and contracts concluded in order to facilitate a successful operation of the Shopping and Leisure Centre at steady and outstanding standards.

1.2 The House Rules

The House Rules constitute an inseparable part of all lease or other utilisation contracts concluded in respect of any premises of the Shopping and Leisure Centre. In case of any change in the identity of the user, the (legal) entity transferring use must provide the (legal) entity taking over use with a copy of the House Rules.

Lessees' are obliged to familiarise themselves with the rules of the House Rules and to cause awareness thereof and compliance therewith by their employees and assigns.

Allee Center Kft. as lessor (hereinafter referred to as: "Lessor") must provide each Lessee with one copy of the House Rules until the opening of leaseholds. In case of any amendment to the House Rules, Lessor must provide each Lessee with the amended document.

If any provision of the present House Rules is or becomes invalid that shall be without prejudice to the validity of the entire House Rules.

The specific provisions of Lessees lease contracts shall precede the specifications of the House Rules. Thus, in case the stipulations of the present House Rules depart from the stipulations of the lease contract of any Lessee, the provisions of the lease contract shall govern such aspects.

2. TERRITORIAL SCOPE OF THE HOUSE RULES

2.1 Territorial Scope of House Rules

The territorial scope of House Rules cover all areas of the Shopping Centre; thus, in particular the shops, the sales islands, installations, alleys and premises for any other purposes (e.g. storage area, unloading area, goods forwarding areas, anterooms, elevators, social blocks, etc.), and the underground garage, the parking lots, the sidewalks and roads around the Shopping Centre, the areas managed by Lessor.

2.2 Shops: The terms „shop” used in the House Rules shall refer to commercial sales, service provider, entertainment, catering shops and areas thereof, sales islands, sales units/pavilions and installations operated in common areas. The notion of shop shall include the installations and all areas of the particular shop that form an integral part of the shops activity.

2.3 Commercial areas, catering and entertainment units: Commercial area shall refer to areas comprising mostly commercial sales, service provider shops.

Catering and entertainment venues shall refer to leaseholds denominated as cafés, restaurants, cinema and fitness units, which may be governed by different rules owing to their character.

2.4 Indoor and outdoor public common areas: public indoor areas not specified above shall refer to anterooms suitable for administering common events, to customer restrooms and all areas (e.g. escalators, elevators, stairs, stairways, corridors, etc.) that are directly accessed by visitors. Outdoor public common areas shall refer to sidewalks, roads and green areas around the Shopping Centre.

2.5 Service offices, storage rooms, staff lockers, lavatories, technical premises shall include service offices, service corridors, storage rooms, staff lockers, lavatories and all other areas closed entirely or partially from the public. Technical premises shall refer to all areas closed from the public and the staff that may solely be accessed by technical specialist staff. Visitors may not enter such premises even with escort.

2.6 Underground garage and overground garage area: the Shopping Centre shall include the area of the underground garage (Levels -1, -2, and -3), the order of which shall be set forth in the Parking Rules.

3. PERSONAL SCOPE OF THE HOUSE RULES

3.1 Personal scope of House Rules

The House Rules are binding for all Lessees, users, operators, and employees and assigns thereof, agents, contractors, other performance agents, customers and visitors of the Shopping Centre.

4. OPENING HOURS

4.1 The purpose of regulating opening hours:

- to allow access by visitors to goods and services in a manner that may be communicated uniformly;

4.2 General opening hours of the Centre: the Shopping Centre shall be open generally from 06.00 to 24.00 every day, except the cinema and fitness which operate the below listed special opening hours. On bank holidays regulated by the law the shopping Center shall be closed usually except the mentioned entertainment units and some restaurant and cafés which can be opened also. The opening hours of the Shopping Centre are displayed visibly at the entrances.

According to Act XXIII of 2016 which regulates the work on Sunday in the retail sector from 17 of April, 2016 the shops in the center can be opened also on Sundays.

4.3 Opening hours of shops

Opening hours of commercial and catering units:

Mandatory opening hours:

| | |
|--------------------|---------------|
| Monday - Saturday: | 10.00 – 21.00 |
| Sunday: | 10.00 – 19.00 |

Food-court opening hours:

| | |
|--------------------|---------------|
| Monday - Saturday: | 10.00 – 22.00 |
| Sunday: | 10.00 – 20.00 |

Interspar:

| | |
|--------------------|---------------|
| Monday - Saturday: | 07.00 – 22.00 |
| Sunday: | 08.00 – 19.00 |

Cinema:

| | |
|------------------|---------------|
| Monday - Sunday: | 10.00 – 02.00 |
|------------------|---------------|

Life1 Fitness

| | |
|------------------|---------------|
| Monday - Sunday: | 00.00 – 24.00 |
|------------------|---------------|

4.4 Provisions departing from general opening hours

4.4.1 Departure from general opening hours shall at all times require Lessor's written consent.

4.4.2 User must inform the centre management on any extended opening hours departing from the House Rules and fill out a permission of performance of work.

4.5 Occasional and other (technical, reconstruction, etc.) closing, stocktaking: Should any shop be closed temporarily for stocktaking or elimination of a technical malfunction, user must indicate the reason for closing and the expected date of opening on the shop in a visible and aesthetic form. Lessor's written permission shall be requested to stock-taking or other closing at least forty-eight (48) hours in advance, or if not possible due to the reason for closing, then at the earliest time possible. User must proceed in a manner ensuring the temporary closing of the shortest time possible and preventing the disturbance of the shopping centre's daily operation by the works, while stocktaking should be performed outside opening hours, if possible.

5. ENTRANCES

5.1 Customer entrances:

5.1.2 Opening hours of common customer entrances shall be as follows:

Main entrances:

- from Október huszonharmadika utca: 05.30 – 23.00
- from Váli utca: 00.00 – 24.00
- from Körössy utca: 05.30 – 23.00
- from Bercsényi utca: 05.30 – 23.00

5.2 Ramps for goods forwarding: aim to supply commercial units within the Shopping Centre. Stopping at these places is solely and strictly allowed for the period of goods forwarding in full compliance with traffic rules under all circumstances. Lessor is entitled to cause removal of vehicles parked irregularly or beyond permitted times at owner's cost.

5.2.1 **Ramps in common use for supply of goods:** opening hours of the ramps in common use is the following:

| | | |
|------------------------|--------------------|----------------|
| Fehérvári ramp: | every day: | 05.00-24.00 |
| Bercsényi ramp: | Monday – Saturday: | 07.00-20.00 |
| | Sunday: | closed all day |

Ramps and goods forwarding area for unloading goods can be used for a maximum 1 hour.

6. RULES OF CONDUCT

6.1 General principles

General rules of conduct should be identified for both employees and visitors, agents, contractors, and other performance agents of the Lessee that facilitate the standards of the Shopping Centre on the one hand and conduct in line with legislation and imprescriptible social norms.

Lessees and other users are liable for causing compliance by employees, agents, contractors, and other performance agents with the rules of conduct below.

6.2 Employee obligations

Staffs must display a conduct towards visitors that contributes to establishing and preserving the goodwill of and expected first-class services by the Shopping Centre. Support and collaboration are expected in the conduct of staffs towards each other.

6.2.1 Staffs behaviour, readiness and courtesy serve the full satisfaction of visitors and customers. This expectation governs the handling of consumer complaints as well.

6.2.2 Staffs are obliged to perform their activities in clean clothing in line with their positions and the profile and services of the shop.

6.2.3 Solicitation is prohibited (i.e. addressing and invitation or agitation for buying thereof in common areas).

6.2.4 Eating is prohibited on the shopping floor in the presence of customers, clients – in particular in the course of serving them.

6.2.5 Alcohol consumption is prohibited for staffs throughout the Shopping Centre, especially during working hours and their staying within the leasehold, which may be checked by security personnel at any time in a manner in line with Hungarian legislation in effect.

6.2.6 Adherence to fire and work safety rules is mandatory for staffs according to their positions.

6.2.7 Proceeding in line with the stipulations of the Fire Safety House Rules and the Fire Alarm Plan is mandatory in case of an emergency (e.g. fire or bomb alerts).

6.2.8 Should any worker detect any foreign, unattended object or any individual behaving presumably suspiciously or unusually, the closes security guard or the dispatcher must be notified forthwith.

6.2.9 Staffs also have the obligation of keeping trade secrets confidential. Authorised managers of shops may give statements on the turnover of their relevant shops, yet their statements may not impair the good will of the Shopping Centre or any other shop.

6.2.10 It should be mentioned and stressed in particular that smoking is prohibited and poses a fire hazard and is thus not allowed for staffs within the Shopping Centre, particularly in shops, goods forwarding areas, routes and in common areas. Smoking is solely authorised according to the existing legislation at the designated outside areas.

6.2.11 All employees must comply and cause compliance with the present House Rules.

6.3 Customer and visitor obligations

Anyone may use all devices and equipment throughout the Shopping Centre such as automatic doors, benches, chairs, escalators, elevators, shopping cards, doors and windows, etc. at their own liability.

6.3.1 The following is PROHIBITED throughout the Shopping Centre:

6.3.1.1 smoking,

6.3.1.2 consumption or carrying with a view to consumption of alcohol within the Shopping Centre outside the designated areas of catering units or to enter the Shopping Centre's area under influence thereof;

6.3.1.3 possession, distribution and consumption of narcotic substances within or entering the Shopping Centre's area under influence thereof;

6.3.1.4 exerting practices infringing public morals, carrying objects infringing public morals;

6.3.1.5 carrying of live animals (save for guide-dogs) is regulated by the house rules for dogs;

- 6.3.1.6 carrying of firearms or objects resembling them and any device into the Shopping Centre's area the possession of which in public places is prohibited by Government Decree 124/1993 (IX.22) on devices particularly dangerous to public security;
- 6.3.1.7 conduct of unlicensed commercial, catering or tourism activities;
- 6.3.1.8 conduct of unlicensed agency activity, moving around as live advertising media;
- 6.3.1.9 unlicensed dissemination of throwaways, and affixing posters on the walls, sidewalks, roads and other surfaces of the Shopping;
- 6.3.1.10 organisation and pursuit unlicensed gambling;
- 6.3.1.11 hosting political or similar events, dissemination of fly-bills and agitation of such nature;
- 6.3.1.12 hosting purely religious events, dissemination of fly-bills and agitation of such nature;
- 6.3.1.13 use of bicycles, skateboards, roller skates, rollers or other means of transport;
- 6.3.1.14 mendacity, boisterousness and any conduct that may illicit indignation or fright in others;
- 6.3.1.15 taking photographs or making video recordings for commercial purposes as professionals on assignment without operator's permission; Visitors and customers of Allee with their entering to the shopping center accept and agree that their picture or voice can be recorded and published during events and promotions organised by the shopping center or any contracted third party.
- 6.3.1.16 presence of children below 14 years of age without parental or adult guidance;
- 6.3.1.17 lavation in restrooms beyond washing hands;
- 6.3.1.18 presence in untidy clothing or slovenly.

6.4.1 Lessor's obligation: Lessor is obliged to cause adherence to rules prescribed for users. Lessor is authorised to inspect regularly use for intended purpose without unreasonable disturbance to users.

6.4.2 Users' obligation: users must use areas and building parts both used commonly and separately for their purposes intended and must take all reasonable measures to prevent use of any part of the Shopping Centre for purposes other than intended (e.g. prevention of impairment, reporting damages or impairment immediately, etc.). In order to enforce such requirement, users must assist the work of, must adhere to the instruction, must meet the requests of and must collaborate effectively with Lessor.

Users must refrain from any practice in the course of using their shops that would prevent the use of other shops for their purposes intended.

The maximum loudness permitted for music offered in shops is 40 dB.

6.5. Use of commonly used areas for purposes intended and for purposes other than intended:

Lavatories, cleaning premises and other sanitation equipment of commonly used areas must be used according to their purposes originally intended, and no waste or other substances may be poured into them. Users must bear the costs of restoration due to damages arising from any use by users for purposes other than intended. In case of any use for purposes other than intended, Lessor must notify the user to cease such practice immediately and to refrain from such use in the future. In case of any unsuccessful notification, Lessor may apply the sanction set forth in the House Rules.

If users cause damages to the Shopping Centre through use for purposes other than intended, they must reimburse such damages.

If Lessor takes action to close down some shop temporarily in order to prevent damages to common property, or of Lessor exercises such action to execute police, construction or other official measures in case of a bomb alert, act of god, act of terrorism or threat thereof, user may not claim damages from Lessor.

6.6 Use for purposes other than intended:

6.6.1 Major breaches of obligations:

- 6.6.1.1 breach of opening hours;
- 6.6.1.2 violation of working order or work safety requirements;
- 6.6.1.3 violation of the prohibition of smoking;
- 6.6.1.4 unauthorised installation or violation of the rules of authorised installation;
- 6.6.1.5 violation of strict shop profiles;
- 6.6.1.6 breach of prohibition of activities;
- 6.6.1.7 violation of rules pertaining to consumer protection;
- 6.6.1.8 breach of hygienic rules;
- 6.6.1.9 violation of rules pertaining to cleaning or waste management;
- 6.6.1.10 repeated breach of sound and noise rules;

6.6.1.11 causing obstructions or wastewater overflows due to apparently negligent/reckless management;
6.6.1.12 repeated violation of essential rules of conduct;
6.6.1.13 violation of advertising rules;
6.6.1.14 failure to notify events for closed scopes of guests;
6.6.1.15 violation of rules pertaining to use for intended purpose;
6.6.1.16 failure to meet the obligation of taking out a relevant insurance policy;
6.6.1.17 violation of obligations pertaining to fire safety (all performance of work posing a fire hazard must be consulted with Lessor and special fire-ignition permit is required for works carrying a fire hazard in advance;
6.6.1.18 breach of obligations identified in attached House Rules;
6.6.1.19 breach of technological or technical specifications, including opening or closing of doors and windows;
6.6.1.20 illegal utilisation of utility services;
and any activity or omission in conflict with the provisions of House Rules and substantially impairing or threatening equitable interests of other users of the Shopping Centre; thus, in particular, if restricting or rendering impossible the use of some shop for its intended purpose.

6.6.2 Sanction

In case any conduct in violation of the House Rules is detected, Lessor must notify user in writing to exert a conduct in line with the House Rules. Considering that the House Rules constitute an inseparable part of the contract concluded with users, in case of a repeated and severe breach of obligations despite a notice, Lessor shall become entitled to claim a default penalty from the user in the amount specified in the contract concluded between them, and in the absence thereof, a default penalty of EUR 100 per each breach of contract. The enforcement of a default penalty does not preclude the enforcement of other rights that may be enforced by the Lessor based on the contract concluded between them or the House Rules.

7. Shop PROFILE

7.1 General provisions: the Shopping Centre aims to ensure the widest variety in the profile composition of shops without certain profiles becoming unduly predominant or underrepresented.

7.1.1 Profile alteration: the profile of each shop is determined in the lease contract. Deviation from the profile or the usual variety of products related to the profile is solely possible in possession of Lessor's prior written consent.

7.2 Exerting business activity:

Shop users may solely utilise the premises for purposes authorised by law, the authorities and contractually.

Within the framework thereof:

7.2.1 Users must be able to attest at all times the impeccable (first-class) quality and legal origin of goods distributed in shops and of products used in the course of services, and the fulfilment of public charges associated with purchasing the product users.

7.2.2 All obligations pertaining to product guarantees, warranties, product liability and sale of goods and provision of services must be fulfilled.

7.2.3 In the course of exercising their business activities, users are obliged to comply with the statutory obligations on fair competition, advertising, the prohibition of consumer misleading and protection of consumers, particularly the provisions of Act LVII of 1996 on the prohibition of unfair market practices and restriction of competition, and the provisions of Act XLVIII of 2008 on the basic requirements and certain restrictions of commercial advertising activities, Act XLVII of 2008 on the prohibition of unfair business-to-consumer commercial practices, and Act CLV of 1997 on consumer protection.

7.4 Prohibited profiles are the ones that

7.4.1 violate any legislation or infringe public morals;

7.4.2 entail an activity with strong noise (over 40 dB), odour or other environmental detriment;

7.4.3 necessitate the carrying of substances prohibited by law;

7.4.4 entail the unlicensed carrying of arms;

7.4.5 entail unlicensed or prohibited gambling

7.4.6 comprise the operation of peep shows or prostitution, or any other activity facilitating lechery or indecent exposure as a business.

8. SALES IN COMMON AREAS

8.1 Notion of sales in common areas: sales in common areas within or temporary utilisation (for duration shorter than average lease contracts) of some public common area outside the building of the Shopping Centre in line with the authorisations and obligations stipulated in contracts concluded and with official requirements.

8.2 Forms of sales in common areas: sales island

8.2.1 Sales island: when leasing a sales unit, indoor or outdoor pavilion, user may occupy the area designated in the floor plan attached to the lease contract in line with the contract. In this case, third parties other than users of the Shopping Centre are also entitled to conclude contract for a sales island.

Sales in common areas may solely take place without hindering access to and visibility of shops in the Shopping Centre.

9. MARKETING

9.1 General provisions: in areas of the Shopping Centre, Lessor manages and oversees the marketing activity in order to maintain proper quality, aesthetic criteria and lawfulness.

Users' advertising and marketing activity must conform to the relevant specifications of Government Decree 4/1997 (I.22.) on the operation of shops and the conditions of conducting domestic commercial activities.

9.2 Individual advertising contracts: users are authorised to place advertising/logos/trade marks the in common areas or outdoor areas and the façade of the Shopping Centre solely under individual contracts concluded with Lessor with Lessor's written consent.

9.3 Unauthorised placement of advertising media: Lessor shall remove advertising media placed by users without consent (boards, trade-signs, posters, scaffolds, etc.) at the cost of the entity having placed them unless that entity removes it upon Lessor's written notice within the deadline specified in such notice.

9.4 Placement of throwaways: users may place advertising throwaways in common areas of the Shopping Centre only by Lessor's written permission in suitable places set up for this purpose (e.g.: information desk, specially designed throwaway stands or poster carriers).

9.5 Lessor shall operate carriers through which audio advertising and other information of public interest reach customers. The extent of loudspeaker volumes must pay attention to official requirements and to ensuring leisurely shopping and entertainment of visitors. Through the loudspeaker system, Lessor is entitled to draw the attention of visitors to open events organised within the Shopping Centre. Advertising ordered by users are governed by individual contracts.

9.6 Events organisation

9.6.1 Events inside the building: indoor events aim to organise events – preferably carrying commercial messages – for major and nationally recognised holidays, and to host events for the Shopping Centre to attain growth in turnover by engaging users.

Events in common areas should pay attention to shops affected by the event, however, the relevant commercial units must also adapt accordingly during the term of the event to the demands of organiser /temporary masking, temporary modification of points of sale/.

9.6.2 Closed events: If shop users wish to hold closed events, such events may only be organised for the areas of their own shops and Lessor must be notified of the following at least 10 days before the event:

- place, subject, commencement and closing date and time of the event;
- expected number of visitors;
- all essential circumstances pertaining to the event.

Lessor's written permission is required for the event. All costs incurred due to the authorised closed event (any any compensation of damages or indemnification) shall be borne by the organiser of the event.

9.7 Advertising activity: users of the Shopping Centre may only exert advertising activity within the areas of their own shops solely in order to promote their own shops or the products distributed or the services provided by their own shops. Beyond this, users may exert advertising activity within the Shopping Centre upon Lessor's permission only.

9.8 Advertising texts:

Users are obliged and entitled to place advertising above their shop windows and entrance fronts. Such advertising texts may solely refer to their own shop or the products distributed or the services provided by their own shops. Plans of advertising texts shall be submitted to Lessor in advance for approval.

Advertising texts and placement thereof shall be governed by the stipulations of the Lessee Manual constituting an inseparable annex to the lease contracts of shops.

9.8.1 Advertising texts within shops:

Advertising used within the shops also call for approval by Lessor.

Users may place advertising on the indoor surfaces of shop windows, structural elements inside the shop (e.g. pillars, portal elements, glass surfaces) only without impairing their conditions.

The applied advertising must meet the quality, aesthetic and moral standards of the Shopping Centre.

Any audio or light advertising used may not hinder the activities of other shops and may not disturb the repose of visitors and customers owing to their size, volume or luminosity.

Disclosure of any advertising or announcement in violation of the law, impairing public morals or suitable for misleading the addressees of advertising is prohibited.

Users may not exert any advertising activity that compares the goods or services offered by a particular shop with the goods or services of other shop(s) active within the Shopping Centre or rates the products or services of another shop, or is open to misinterpretation in respect of goods sold or services provided to customers and visitors.

9.8.2 Shop window arrangement: when arranging their shop windows, users must pay attention to the image of the Shopping Centre while should be free in reflecting the specificity wished to be communicated by the shop – save for extremist and offensively extreme appearance. Each shop must keep the surfaces seen by customers clean, must present products in shop windows that may be purchased inside the shop.

Glass surfaces facing the common area must be kept clean both from the outside and the inside and must be replaced or updated in commercially important periods /season changes, campaigns, Christmas/. Shops are liable for devices placed outside the shop area and for the security of goods found on them and must remove them from the common area after closing.

9.8.3 Advertising texts outside shops:

With a view to the stipulations of the Lessee Manual, the following may be placed outside shops:

9.8.3.1 Shop window advertising: texts and corporate emblems may be placed on glass surfaces of the portal. Trade-sign-type logos can be placed only at the areas approved by the Lessor.

9.8.3.2 Information of public interest: Stocktaking, temporary closing, technical reasons and all other information assisting the customer or the Operator may only be written by a computer or in standard legible fonts aesthetically. Placement of advertising workforce on portal glass is strictly forbidden!

10. PARKING RULES

The underground garage of the Shopping Centre and use thereof shall be governed by the stipulations of the Parking Rules.

11. INSURANCE POLICIES

11.1 Leasehold insurance

Each user must take out and maintain an insurance contract in the amount specified in the lease agreement at user's own cost.

11.1.1 General rules:

The undertakings operating in the Shopping Centre are obliged to hold proper insurance for each shop. It is furthermore an individual interest of each user to cover the furniture, goods and other assets of the user within the Shopping Centre.

When concluding their insurance policies, users must consider that the security service of the Shopping Centre does not guard and protect shops separately.

It is in the interest and an obligation of users to provide insurance coverage on losses (lost profit, surplus costs) due to interrupted operation attributable to material damages.

In case of damage, one must proceed in line with the provisions of the lease contract, the House Rules and the relevant insurance contract. Users shall bear potential losses attributable to delay or omission of damage prevention or damage reporting and alleviation.

Lessor is entitled to check the presence of prescribed insurance policies as specified below.

11.1.2 All-risk property insurance:

All users have the obligation to conclude and maintain an (all-risk type) property insurance contract covering their own investments carried out in their respective shop areas used by them (interior architectural and specialist trade works), civil engineering and other equipment incorporated, and equipment, goods and other assets owned or taken over for responsible safekeeping, in which assets are determined at new value. Users must provide for ongoing updates of the insurance contract and the insurance amounts, on their indexing, if required.

11.1.3 Construction and fitting insurance:

Users must conclude or cause the constructor to conclude a separate insurance contract for construction and fitting in case any conversion, reconstruction, refurbishing, etc. work entailing construction and fitting activity is performed or caused to be performed in the shop they use.

In the absence of the above insurance contract, Lessor is entitled to prevent the commencement of works.

11.1.4 General liability insurance:

All users pursuing activities in the Shopping Centre must conclude general liability insurance contracts in the compensation limit specified in the lease agreement to cover personal injuries caused in connection with their activities pursued in the Shopping Centre and material damages that may be covered outside a contract – e.g. damages caused by users to customers, users of services, visitors and by other owners, Lessees to each other.

11.1.5 Lessee/Lessor liability insurance:

All users pursuing Lessee and/or Lessor activities in the Shopping Centre must conclude a Lessee/Lessor liability insurance contract in the compensation limit generally prescribed for such type of insurance policies in the lease, sale or other contract to cover insurable material damages caused to Lessor/Lessee as Lessee/Lessor.

11.2. Insurance of the Shopping Centre

In respect of the Shopping Centre, the owner holds an insurance policy covering usual damages, mainly fire, storm and pipeline water damages, liability and broken glass, and further “identified and unidentified damages” beyond the insurance coverage of such insurance policy.

12. GOODS FORWARDING

12.1 General rules of goods forwarding

Shops with rear goods replenishment corridors must administer goods forwarding through such corridors without accessing common areas. Shops without rear goods replenishment corridors may also administer goods forwarding through common areas until 10:00 a.m. and on Monday-Saturday from 9 p.m. by using means of transport with rubber tyres and minding the coverings. Goods forwarding may only be conducted in common areas at the times in between in justified instances under Lessor’s prior permission without hindering or threatening the physical safety of visitors or the operation of the Shopping Centre. In such instances, goods may only be forwarded in small quantities carried in hand without the use of trolleys, which may be inspected by the security service.

Unloading or temporary depot is not authorised between the goods forwarding ramp and the shop.

Goods forwarding must mind the weight of goods forwarded and prevent any damages by rolling or other devices used for goods forwarding in coverings, doors and windows and other furniture. **It is strictly forbidden to use the shopping cart for the carriage of goods or garbage, and the failure to comply with this provision entails the obligation to pay a default penalty under the lease.**

The goods forwarding entity has full tort liability for damages caused to common property or to the property of other users.

12.2.) Use of the unloading area:

It is only possible to place a car on the freight ramp with prior permission of the center management. If the vehicle of a maintenance or repair company is to be parked on the freight ramp, it must be notified in advance via e-mail to the center management by providing the license plate number of the car(s) (Ágota Papp apapp@multi.eu, or Ágnes Oroszi aoroszi@multi.eu). Goods and packaging materials may not be stored in goods forwarding areas and routes. Vehicle cleaning and repairing works must not be performed in unloading areas and routes and must not be used for parking.

13. SECURITY OF THE SHOPPING CENTRE

13.1 Guarding, protection and security

13.1.1 Security service: a contractor with expertise in line with the scale of the task (hereinafter referred to as the security service) performs the guarding and protection of the Shopping Centre under a separate contract concluded with Lessor. The security service fulfils its responsibilities under the relevant contract and the present House Rules.

13.1.2 During opening hours: security guards take part in ensuring the conditions required for a calm operation of the Shopping Centre through their presence and activity in common areas. If certain shops request assistance from security guards during opening hours for security reasons, they must collaborate with and must assist the shop user. During the opening hours of the Shopping Centre, shop users are liable for assets in their shops.

13.1.3 Beyond opening hours: security guards must prevent unlawful acts and events in the common areas and the shop areas, must take immediate measures and notify competent personnel in case of their occurrence. The security service shall only be liable for damages to property from acts committed during the closing hours of the Shopping Centre if such damage is demonstrated to have been committed during the closing hours of the Shopping Centre and it may be established from the traces of committing such act that entry to a closed shop took place with force and the investigating authority issued a relevant final resolution.

13.1.4 Extraordinary events: If the security service or the operations office receives any report from an injured party or a witness, the security service must record the event in a protocol including the details of the reporting entity (injured party or witness) and must simultaneously notify the Shopping Centre's house technical management in charge of taking the necessary measures. Following the investigation of the incident (preferably within 72 hours), the house technical management will inform the injured party or the witness on the measures taken and on the measures to be taken or may be taken by the injured party or the witness.

13.1.5 Reporting obligation: in the course of day-to-day operation (commercial activity), each shop user and employee must forthwith report to the nearest security guard any unattended object (e.g. package) detected in the shop or a common area.

13.1.6 Hygienic screening of visitors: individuals with strikingly neglected clothing that is unacceptable in terms of hygiene, whose stay within the Shopping Centre may elicit indignation or fright in others, and individuals under influence posing a threat to themselves and the public shall be requested by the security service to leave and in case of a failure thereof, shall remove such individual(s) from the Shopping Centre by use of proportionate means of coercion in line with the provisions of Act IV of 1998.

13.1.7 Security screening of visitors, users and staffs: the security service may inspect the personal belongings of visitors, users and staffs upon their entering or exiting the building of the Shopping Centre solely in compliance with legislative provisions in effect in justified instances. Such inspections may solely be conducted for reasons of protecting persons and property with sufficient consideration and may not entail any unnecessary harassment or violation of personality rights of visitors, users and staffs. In common areas of the Shopping Centre, only the central security service is authorised to conduct such activity.

13.1.8 Truculence: In case of truculent conduct or any infringement or criminal offence attempted or committed, the security service of the Shopping Centre must proceed (including in particular the prevention of the offender leaving before the arrival of the police, the escorting of the offender to the dispatcher's room or a place designated for this purpose along the shortest route possible, and the forthwith notification of the authority and Lessor).

13.2 Mandatory reporting of contact details: All shop user must report in writing to Lessor the contact person to be notified by Lessor (or assigns thereof) in case of any extraordinary event (fire, break-in, burst in a water pipe, etc.). Users must forthwith notify Lessor on any change in such details. Lessee must deposit a "fire key" along with the name and telephone number of the person to be notified. Failure to specify such information or to report changes shall waive Lessor's liability in respect of surplus damages arising from this.

Fire keys shall be managed by the security service by keeping them in a cabinet designed for this purpose specifically and integrated into an alarm system which can be opened by card. The cabinet can only be opened by the leader of the object, the shift leader and the dispatcher. Only the director and the house technical management of the Shopping Centre may authorise the using of keys. Prior to entering the shop, the security service must notify Lessee's contact person. Keys may solely be used in case of an emergency (fire, burst in a water pipe, etc.) and production of detailed written minutes of such use is mandatory. Fire keys should be checked at least once every

year in the presence of Lessee. In case a lock is replaced in the leasehold, Lessee shall forthwith report that and shall deposit a copy of the new key with the Security Service.

13.3 Individual guarding and protection: when concluding their property insurance, users must consider that the Shopping Centre's security service does not fulfil the individual guarding and protection of shops.

13.4 Security camera system: Lessor shall capture the recordings made by the security camera system and shall retain and handle such recording up to 72 hours in line with legislative requirements. Users and employees may not view such recordings. Lessor may only hand over such recordings directly to the authority. The security service supervises the security camera system.

13.5 First aid, life protection: The first aid is provided by directly the information desk staff or through the closest security guard. The personnel of the security service having received proper training provides essential first aid and professional care until the arrival of the emergency medical service.

13.6 Fire alarm plan

All shops must have a fire alarm plan in place in line with the Shopping Centre's Fire alarm plan.

Lessor must render an extract of the Shopping Centre's Fire Safety House Rules and Fire alarm plan available to users.

14. OPERATION

14.1 Technical operation

The FM company engaged by Lessor shall fulfil the following responsibilities in relation to the technical operation of the Shopping Centre, through its own staff:

- a) operation and maintenance of the civil engineering system of common areas; thus, central provision of water, sewage, gas and electricity, operation of central heating and cooling equipment and air-technology system excluding operation and maintenance of measured and unmeasured individual equipment and consumers of each particular shop connected to the systems enumerated above;
- b) operation and maintenance of central electric equipment, lightning conductor, transformer substations, distributors and sub-distributors, and switching equipment;
- c) provision and operation of central safety technical equipment (fire alarms, entry alarms, safety lights, fire-extinguishing network, sprinklers);
- d) studio and loudspeaker equipment,
- e) telephone exchange and sub-exchange;
- f) maintenance of common building parts both inside and outside;
- g) operation of central garbage storage and containers;
- h) operation and maintenance of escalators and elevators in common areas;
- i) operation and maintenance of gardening equipment related to the common areas and direct surroundings of the building.

14.1.1 The Shopping Centre's operating features

The central machines perform the following functions:

- ventilation;
- heating;
- cooling;
- high-voltage electricity;
- low-voltage electricity.

The FM company engaged by Lessor shall engage subcontractors with sufficient expertise and with proper references for operating the technical equipment. The individuals performing work under such contracts shall perform their responsibilities under the relevant contracts and the House Rules.

14.2 Shops

Users of premises are responsible for maintenance of the shop's specific equipment and consumers.

Shop users acknowledge to bear damages arising from omission of their operation and maintenance obligations both within their shops and in the central system.

Accordingly, Lessor is entitled to inspect and, if necessary, sanction activities not in line with purposes intended, with a particular view to

- use of the sewage grid;
- keeping heat pumps and air-handling devices in operation conditions and regular maintenance thereof;
- door handling requirements;
- keeping suction screens clean;
- maintenance of the electricity system;
- maintenance of push-type or opening structures and bars;
- professionalism and regularity of removal of hazardous waste.

Such inspections may cover reviews of the above systems and examinations of their contractual coverage.

15. PERFORMANCE OF WORK

15.1 Lessor's prior written permission – Permission of Performance of Work – is required for all activities of performance of work within and in the vicinity of the Shopping Centre (stocktaking, maintenance, reconstruction, repairs, etc.). The security service may inspect the Permission of Performance of Work, and may prevent, suspend or cease the works, the activity in absence thereof.

15.2 Alteration of sprinkler, smoke and fire detectors without consultation is strictly forbidden and implementation thereof may solely be performed by a subcontractor designated by Lessor.

Special fire-ignition permit is required for works carrying a fire hazard. In case the sprinkler network needs to be emptied, that may solely be performed by a subcontractor designated by Lessor or by Lessor's own house technician staff; relevant requests must be submitted at ten (10) days prior to the proposed performance of work.

15.3 Constructor bears tort liability for all damages caused intentionally or negligently in the course of performing work at the place of work, in common areas or equipment and in other shops not affected by the performance of work.

15.4 Permissions authorise the enumerated performers of work to stay solely in the shop designated as the place of the performance of work at the dates and times indicated, for transport into and from the shop through the shortest route to the shop from the entrance and the parking lot designated in the permission and for the use of the closest restroom to the shop.

15.5 When determining the time of performance of work, the following shall be taken into account:

Work may only be performed in the leaseholds between 9 p.m. and 9 a.m. Performance of work at times other than the foregoing may only be done under special permission. Work affecting common areas may not be performed during the opening hours of shops in the Shopping Centre. During such time, only works not entailing noise, dust, dirt or other factors disturbing visitors or adjacent shops may be performed inside the shop. Transportation of large dimensions or quantities of goods and equipment is not authorised during opening hours in common areas, solely on rear service corridors. Loud performance of work is only allowed between 9 p.m. and 9 a.m. In some special cases determined by the center management the loud performance of work is allowed only from 01.00 a.m. not to disturb the visitors of the cinema.

15.6 During the performance of work, shops must be concealed aesthetically to prevent visibility of the working area. If concealment is not appropriate, Lessor is entitled to request immediate replacement or to replace the concealment at the shop's cost. At the shop entrance, Lessee must aesthetically display the reason for keeping the shop closed and the foreseen date of reopening and in case of a new shop, the name and type of shop in addition to the foreseen date of opening. In the course of and after the completion of performance of work, the performer of work or Lessee must provide for cleaning, with a particular view to common areas and corridors. In case own container(s) need to be used, permission shall be requested and house technical management shall be consulted on placement thereof. Lessor shall cause removal of containers placed without permission or with an expired permission at the cost of the entity having placed it. The entity having placed it must provide for regular emptying of the container.

15.7 Lessor's staff and security service members are entitled to inspect compliance with the authorised terms and conditions of performance of work (place and duration of performance of work, performers of work, machinery and materials carried in, route of movement, etc.) at any time; in case of any breach of them shall result in suspension of the performance of work with immediate effect and the disconnection of electricity in justified instances.

16. TIDINESS OF THE SHOPPING CENTRE

16.1 General provisions

Keeping the entire area of the Shopping Centre is an essential interest of the Shopping Centre. The rules pertaining to keeping the area clean are specified in the requirements on cleaning and waste management.

16.2 Lessor's obligations

16.2.1 Lessor must ensure tidiness of the Shopping Centre's commonly used areas and routes in line with weather conditions and the operation and goodwill of the Shopping Centre. Lessor shall engage subcontractor work to achieve this.

16.2.2 Lessor is obliged to cause adherence to rules governing cleaning and waste management and to take action against violators of such rules.

16.3 Order of cleaning common areas

16.3.1 The subcontractor contracted by Lessor shall provide ongoing services during the opening and closing hours of the Shopping Centre with a particular view to emptying garbage cans, keeping commonly used lavatories clean regularly, tidiness of entrances and escalators/elevators, goods replenishment corridors, etc., which are the prerequisites of operating the Shopping Centre, and of the flawless administration of commercial activities and visitor traffic.

16.4 Users' obligations

16.4.1 Users must keep the leasehold's area and outdoor portal surfaces impeccably clean. Cleaning works may not disturb commercial activity and/or visitors' complacency.

16.4.2 Shops engaged in catering activities must clean authorised installation areas during and after opening hours. Shops engaged in catering and food-selling activities should pay particular attention to public health requirements on contamination-free storage and preservation of meals and drinks served and stored. Particular attention must be devoted to cleaning activities preventing the proliferation of insects and rodents.

16.4.3 Removal of any kind of contamination related to the reconstruction, refurbishing or technical maintenance of shops shall be the responsibility of the particular shop or the subcontractor performing work there. In the course of such works, no contamination whatsoever may reach common areas.

16.5. Waste management

16.5.1 Lessor's obligation

Lessor implements selective waste collection in compliance with official requirements. Accordingly, Lessor must provide the conditions for selective waste collection and for removal of waste after moving to the point of collection of waste collected from common areas.

16.5.2 Users' obligations

Each user is obliged to collect the waste generated in his business separately. The user is obliged to place the cartons on a sheet, put the foil in a bag and also put the municipal waste in a bag to the collection site specially designed for this purpose, and then put it in a systematic waste container designed for this. The collection points are located in three places on the freight ramp at level P2 (at the central garbage collector, the Spar garbage bin, and the Best Byte freight supplier). At each waste collection location, 1.1 m³ of covered and barred containers are placed. The individual types of waste must be placed in accordance with the labelling of the storage vessels.

The hazardous waste (food residue, frying fat, raw material, all kinds of liquid waste) must be collected in lockable barrels. Barrels can be requested from the waste management staff. The full barrels must be transported to the central waste disposal facility and handed over to the waste management staff, placed in a refrigerated storage and transferred to Biofilter for disposal.

Waste moving should take place outside opening hours if possible and by using freight elevators outside community areas at all times. **Waste must not be placed in collectors placed in commercial and entertainment areas for visitors' waste or left in bags or boxes in front of freight elevators or in goods replenishment corridors.** Users must pay particular attention to prevent generation or leaving either waste parts or traces of waste in goods replenishment corridors or in common areas while moving waste to points of collection.

Users must manage waste generated in line with the elaborated order of selective waste collection and the requirements of the relevant House Rules.

16.6 Order of insect and rodent control in the Shopping Centre

An appointed subcontractor shall fulfil all insect and rodent control responsibilities of the Shopping Centre. Simultaneously with the contractual execution of the insect and rodent control from time to time, the specialist company shall place insect traps and poisonous traps against rodents in all designated places.

In order to preserve the tidiness and hygienic order of the Shopping Centre, all users must resolve storage and waste manage to prevent facilitating the occurrence of insects and rodents.

Both Lessor and users may perform controls by using chemicals completely harmless to the activity pursued in the particular shops, to staff and visitors in full compliance with official requirements.

17.) Shopping carts:

Firms using shopping carts must collect them continually every day and must take out an insurance policy for damages caused to third parties.

Lessees may not use shopping carts for transportation or storage purposes.

18.) Any change in the capacity of **electricity consumers** (new installations, additional connections, new and additional devices) must be reported to the Shopping Centre management in order to avoid exceeding the fuse capacity of each shop. Fire hazard!!!

19.) The following **shall be reported to the management** by Lessees immediately:

1. Accidents and emergencies
2. Technical disruptions of operation, malfunctions and change in telephone numbers
3. Damage to public equipment by customers
4. Disorderliness
5. Crime
6. Insufficient tidiness, mainly in restroom

20.) Lost and found

Lost and found objects shall be forthwith handed over to the information desk, which shall deliver them to the security service every day. The security service shall produce minutes on lost and found objects, and shall release them after identification of the owner claiming them against a written receipt. The found objects are retained by the security service up to 30 days and then the unclaimed objects are destroyed.

Budapest, 19. June 2019.



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Judit Bernád
Centre manager

Allee Shopping and Leisure Centre
represented by Multi Hungary Management Kft.