

**REGULATIONS FOR MAINTENANCE OF
PASAŻ MURANÓW HOUSING COMMUNITY
IN WARSAW AT AL. JANA PAWŁA II STREET 41A, 43A, 45A**

(consolidated text of March 27, 2014)

Manager of Pasaż Muranów Housing Community in Warsaw at Al. Jana Pawła II Street no. 41A, 43A and 45A (hereinafter referred to as „the Housing Community” or „the Community”) hereby requires all the members of the Community to comply with the Regulations adopted by the members of the Housing Community by means of the resolution no. 3 of June 29, 2010, as amended (resolution no. 7 of March 28, 2012, resolution no. 6 of March 27, 2014).

I. General provisions

- 1.1. All members of the Community, tenants and other persons using non-residential premises and common parts of the property located in Warsaw at Al. Jana Pawła II Street no. 41A, 43A, and 45A shall be hereby obliged to comply with the provisions of these Regulations.
- 1.2. Members of the Community shall be persons who own ownership right to premises located in the buildings of the Housing Community. Regarding ownership right to such premises, liability of co-owners against the Housing Community and other Community’s members shall be joint and several.
- 1.3. Members of the Housing Community shall be obliged to impose legally effective obligation to comply with the provisions of these Regulations on natural and legal persons, as well as on the organization units not having legal entity and using non-residential premises located in the property of the Housing Community, regardless the legal title of such usage, including tenants, users and persons taking the premises in lending for use and persons staying at the premises and common parts, upon a consent of member of the Housing Community or a person owning the legal title for usage of premises of the member of the Housing Community. Members of the Housing Community shall be obliged to control those persons and request them to comply with the provisions of these Regulations.
- 1.4. The obligation of a member of the Community mentioned herein shall always mean the obligation of the persons referred to in section 1.3. above.
- 1.5. Members of the Housing Community shall be liable, as for their own actions and omissions, for violating the Regulations by the persons defined in section 1.3. above, based on the strict liability. This liability shall apply to the Housing Community and its particular members.
- 1.6. Member of the Housing Community shall be obliged to inform the Housing Community in writing on their valid correspondence address, stationary and mobile phone numbers. In the event of change of the phone and address information, the member of the Community shall be liable to inform the Community’s Management Board about this fact within 3 days from the date of such change, or otherwise any correspondence sent to the latest address shall be deemed as delivered, and in case of providing false or incomplete information, any correspondence and declarations left in the files of the Community’s member at the Community’s office shall be also deemed as delivered.

II. Information on persons using premises

- 2.1. Member of the Housing Community shall be obliged to immediately inform the Housing Community in writing on making the non-residential premises being their property available for use, providing:
 - 2.1.1. complete identification data of the person using the premises and their office's or residential address,
 - 2.1.2. Personal Identification Number PESEL, Tax Identification Number NIP and National Business Registry Number REGON, depending on the legal status of the person using the premises,
 - 2.1.3. first name and last name of the person responsible, from the part of the person using the premises, including their contact phone number.
- 2.2. Member of the Housing Community shall be obliged to inform the Housing Community in writing on any important changes in their premises, including ownership title, changes in the agreements concerning premises concluded between them and third parties.

III. Safety Regulations

- 3.1. Members of the Housing Community shall be liable to observe any applicable laws, including regulations concerning sanitary, construction, fire safety, maintenance of equipment and installations located in the property of the Housing Community.
- 3.2. Members of the Housing Community shall be liable to take proper care of the Community's property, including their common parts and surrounding, and to protect them from devastation or excessive and unjustified use.
- 3.3. Members of the Housing Community shall be liable to keep their premises in the proper best technical and sanitary condition, as well as to carry out any repairs and modernization of the premises and to bear any financial costs regarding the above mentioned works. Repairs and modernization cannot be carried out during the opening hours of the center, unless the Manager of the Community agrees so.
- 3.4. The Management Board and the Manager of the Community shall be authorized to check cleanliness of premises and perform obligations defined in section 3.3. above, and the member of the Community shall be obliged to allow, at any time, performance of such control.
- 3.5. Members of the Housing Community shall be liable to use their own premises and common parts of the Community's property and surrounding of the Housing Community in the manner not breaching the provisions of law regarding co-using common areas by other members of the Community and persons using the premises. It is hereby forbidden for the members of the Community to use their premises in a manner damaging a good image of persons using other premises of the Housing Community and interrupting their activities carried out in those premises.
- 3.6. Members of the Housing Community shall be allowed to use their premises only within the scope and in the manner defined by the provisions applicable in the Housing Community and by the resolutions of the members of the Housing Community.

- 3.7. Routes and doors serving as evacuation exits cannot be blocked.
- 3.8. Members of the Housing Community shall not be allowed, without consent of the Community, to install any devices in the property's common parts, such as antennas, ventilation units, air conditioning units, etc.
- 3.9. Members of the Community shall be forbidden to emit any bad or harsh smells, noise, vibrations, heat, which may disturb others using other premises, clients or passers-by.
- 3.10. It is forbidden to prepare food outside the rooms dedicated to it, according to the provisions of applicable law.
- 3.11. Members of the Community shall take proper care of coherent and good image of the Housing Community and the shopping center run at its property.
- 3.12. Any repairs and relocations shall be made upon agreeing the rules of such repairs or relocations with the Management Board or the Manager of the Housing Community and Security Company, in the least troublesome way to other persons using the premises.
- 3.13. Premises can be open in the opening hours appropriate for the premises' purpose.
- 3.14. Night time shall be from 10 p.m. to 6 a.m. During the night time it is not allowed to use any devices that may emit noise and interrupt quietness, including quietness of residents of neighboring buildings.
- 3.15. The Housing Community, its Management Board and Manager (administrator) shall not be liable for any loss or damage of any objects left in the common parts of the property.
- 3.16. In the property's common parts, it is strictly forbidden to consume alcohol, drugs or any drug-like agents, and to smoke cigarettes.
- 3.17. Members of the Community shall not be authorized to occupy, block or limit access and routes of the property's common parts for any purpose without a prior written consent of the Management Board of the Housing Community.
- 3.18. Any member of the Community cannot block or cover the premises of other member of the Community.
- 3.19. It is forbidden to carry out any works or to use common parts of the property or premises in a way that may cause damage to floor, walls, windows, devices and any other common parts of the property.
- 3.20. Members of the Community shall not be authorized to bring any flammable, explosive, corrosive and malodorous materials, including gas cylinders, to the common parts of the property.
- 3.21. If usage of the premises or common parts of the property of the Housing Community, activity conducted in the premises or persons using services of other persons running their business activity in the premises, causes nuisances to others using their premises, negatively influences the image of the shopping center or violates provisions of these Regulations, the Housing Community shall be authorized to request the court of law to sell the premises in which the troublesome activity is being conducted, by means of auction defined in Article 16 of the Act of June 24, 1994 on ownership of premises (Journal of Laws of 2000, No. 80, item 903, as amended).
- 3.22. Members of the Community shall be liable for a proper connection of their premises to water supply system, sewage collection system, heat distribution network, electrical grid and ventilation system. Manager of the Community shall be authorized to control such

connections, especially to control whether utilities supply is register by the appropriate meter in the premises.

IV. Electricity

- 4.1. It is strictly forbidden to use electricity from any installations outside the premises.
- 4.2. Each member of the Community shall not consume electricity, generated by the devices working in their premises or dedicated for activity conducted by them, in the amount greater than the power allocation calculated by the energy provider.
- 4.3. Member of the Community shall be allowed to obtain from the energy provider, at their own expense, conditions for increasing electric power limits. After obtaining such conditions, the member shall ask the Management Board of the Housing Community for their consent to make changes and to define conditions for performing works in installation and common property.
- 4.4. Member of the Community shall be obliged to make changes according to the conditions defined by the energy provider and the Housing Community.

V. Fire safety obligations and obtaining permits

- 5.1. Each member of the Community shall be obliged to comply with the fire safety regulations and instructions. Each member of the Community shall be obliged to read and follow the fire safety instructions applicable in Pasaż Muranów.
- 5.2. Each member of the Community shall be obliged to obtain, within their scope and at their own expense, all and any permissions, agreements and conditions necessary for them to provide a given business activity. It is strictly forbidden to interfere in the built-in and existing fire alarm system.
- 5.3. It is strictly forbidden to unreasonably use fire-fighting equipment. In the event of unjustified use, the responsible person shall be charged with the costs of restoring devices, premises and common parts of the property to their previous condition, and new agents and devices shall be used.
- 5.4. The Management Board of the Housing Community shall be authorized to control fire protection system at any time.

VI. Advertisements

- 6.1. Subject to the sections below, it is strictly forbidden to place any advertisements, announcements, information, company's designations, marketing and promotional materials, signboards, signs and any other similar equipment on the common parts of the property of the Housing Community, such as building elevations, shopping arcades, corridors, stairs, guard rails, staircases, pillars, without a prior written consent of the Management Board of the Housing Community.
- 6.2. Upon the application of the member of the Housing Community, the Management Board or the Manager of the Housing Community shall be allowed to give consent to place advertisements, information and announcements in the following places:

6.2.1. on elevations of external walls forming building corner directly fitting to pavilions no. 16, 18 and 55. Members of the Community who are owners of the premises no. 16, 18 and 55 shall be allowed to freely define dimensions and location of advertisements, not exceeding however width and height of walls fitting to their premises; members shall be entitled to this free of charge;

6.2.2. on the stone elevation ceiling between the ground floor and the first floor directly fitting to the gallery, and those places, excluding situation defined in section 6.2.3. below, may be used free of charge by the members of the Community, who are owners of the pavilions located on the ground floor of the building, against payment and according to the standards required by the Management Board or the Manager of the Housing Community;

6.2.3. indicated in section 6.2.2. above, not used by the owners of the premises located on the ground floor of the building, to the members of the Community who are owners of the premises located on the first floor or in the basement of the building against payment and according to the standards required by the Management Board or the Manager of the Housing Community;

6.2.4. on the pillars and columns from the side of the premises and every two remaining buildings, excluding areas from the side of Al. Jana Pawła II Street to the owners of the ground floor premises – against payment;

6.2.5. in the staircases of the buildings to be used by the members of the Community, who are owners of the ground floor premises behind staircases – free of charge;

6.2.6. on the backlit signboards installed by the Housing Community from the side of Al. Jana Pawła II Street – free of charge;

6.2.7. on the signboards indicated in section 6.2.6 from the side of the shopping arcades and premises, to each member of the Community, against payment;

6.2.8. on the lower external glass elevation of the first floor, up to the height of bottom windows (max. 60 cm) in width of three windows in the buildings no. 43A and 45A and in width of 2 ½ windows in the building no. 41 A on the „one way vision” foil, to the users of the first floor premises – free of charge;

6.2.9. persons using advertising space shall be obliged, at their own expense and risk, to obtain an appropriate consent and incur any expenses in favor of the entitled subjects, regarding use of advertisement through mounted above the land of the third party.

6.3. Management Board of the Community shall grant in writing the right to place advertisements, announcements, information, etc. in places indicated above.

6.4. It is not allowed to place advertisement perpendicular to the elevation (such as „semaphore”), excluding advertisements placed upon the Investor’s consent before adopting this resolution. Advertisements, such as „semaphore”, shall be allowed to be placed in the galleries on the first floor and in the basement. Installation cannot block the area for video monitoring. Type and size of advertisements shall be the same for the whole shopping arcade. Community shall define it and grant consent for advertising.

6.5. It is prohibited to place mobile standing advertisements, such as A-boards, in the area of all property owned by the Community. It is not allowed to place the above mentioned advertisements in the area being in the Management Board of Roads Authority in Warsaw, unless appropriate permits of the Roads Authority are granted and paid. Owner of the advertised premises shall take any consequences of illegal advertisement installation in and

above the area managed by the Roads Authority. The above prohibition shall not apply to restaurant menus that, upon a written consent of the Manager, may be placed in front of the premises according to the following principles:

- a) Manager defines location,
 - b) menu tables shall be owned by the Community and delivered for a free use upon a deposit in the amount defined by the Manager,
 - c) other boards shall not be allowed,
 - d) any other principles shall be agreed by the Manager and the interested party.
- 6.6. User of the premises shall be obliged to put on the premises' door or any other place agreed with the Community a number of the premises in the form of a sign, according to the records of the Office for Geodetic and Cadastral Survey of the Capital City of Warsaw Municipal Office (Premises File). Design and size of the sign shall be common for the whole shopping arcade and defined and paid by the Community.
- 6.7. Members of the Community shall be obliged to install symbol or logo of the company providing activity in the premises in the indicated parts of the backlit signboards from the side of Al. Jana Pawła II Street. Design of symbol or logo shall be made by the company indicated by the Management Board against payment. If the member fails to describe the design of symbol or logo, the Management Board shall be entitled to install logo of Pasaż Muranów or define the activity of the premises with the Management Board's own description.
- 6.8. The amount of fee rates for using the areas defined in section 6.2 of the Regulations shall be determined in the resolution of the members of the Housing Community. The fee rate spread may be determined in the resolution and the Management Board or the Manager may be authorized, based on this resolution, to individually define a fee rate for every usage of the space. It is hereby resolved that a fee rate for the Community's building elevation space rental shall be determined by the Manager, whereby the rate cannot be less than net PLN 100/m².
- 6.9. Every advertisement, its size, location, installation method, design and content shall be accepted in writing by the Management Board and the Manager of the Community. Backlit advertisements mounted on the elevations being a common part cannot blink and flicker.
- 6.10. Tenants having agreements with the Community concerning rental of advertisement space shall be obliged to settle their payments on time. If a tenant fails to settle their payment for more than 30 days from the date of required payment, the Manager will be entitled to dismantle advertisement at the tenant's expense.

VII. Lifts

- 7.1. It is strictly prohibited to excessively overload the lift. It is especially forbidden to carry in the lift any objects of weight exceeding lifting capacity or of size threatening lift damage, including its walls, doors and equipment.

VIII. Animals

- 8.1. It is not allowed to bring on permanent basis any animals to the common parts of the property and non-residential premises.

IX. Garage and vehicle traffic

- 9.1. Cars of the members of the Community and of the clients shall be allowed to enter the garage within free parking places.
- 9.2. Vehicles shall be allowed to park only in the places designated to it and marked by the Management Board or Manager of the Community.
- 9.3. It is forbidden to park vehicle in the area of the Community's property contrary to the traffic regulations, in the place not designated or not assigned to parking or in a way disturbing use of communication routes by other persons or vehicles. In the event of breaching this prohibition, the Housing Community shall be entitled to haul the vehicle away at the expense and risk of its owner or lock the vehicle by installing a rim on its wheels, until its owner settles an appropriate payment defined in the section below. Notwithstanding the above mentioned penalties, the vehicle owner who breaches the above mentioned prohibition shall be obliged to settle a payment in the amount determined by the Management Board of the Community and applicable at time of breaching the above mentioned prohibition. The copy of these Regulations concerning usage of garage must be placed in front of the garage entrance in the visible place allowing reading the content by the persons entering garage. Fee for rim removal shall be PLN 200.00. daily fee for breaching the above mentioned rules shall be PLN 100.00.
- 9.4. It is not allowed to park any vehicles along borders of plots of land of the Housing Community's property.
- 9.5. Delivery trucks, construction companies' vehicles shall be allowed to enter the garage and on land of the Housing Community only upon a prior written consent of the Management Board of the Community and only for time necessary for immediate reload of items, materials or equipment.
- 9.6. Any damages resulted from vehicle use, parking or traffic shall be covered by its owner.
- 9.7. Housing Community shall not be liable for any loss or damage, even accidental, of vehicles and items therein. Parking places in the garage are not guarded.
- 9.8. Any maintenance care over the garage shall be done by the Management Board of the Community and the Security Company. Garage can be excluded from use for a determined period of time and at any time upon the decision of the Management Board of the Community.

X. Security

- 10.1. Company chosen by the Management Board or the Manager of the Housing Community shall protect assets and persons in the common parts of the property.
- 10.2. Security Company shall not provide its services for any assets and persons in the premises of the Community's members.
- 10.3. Each member of the Community shall be obliged, at their own expense and risk, to protect assets and persons at their premises.

10.4. Each member of the Community and any person using the premises or common parts of property shall be obliged to perform instructions of the Security Company, including to immediately leave the premises and the property of the Housing Community.

XI. Waste

- 11.1. Each member of the Community shall be obliged to remove waste on a daily basis. It is forbidden to store trash and waste, excluding garbage room. It is forbidden to burn waste in the area of the Housing Community's property.
- 11.2. Each member of the Community shall receive a key to the garbage room located in their premises' building. Members of the Community cannot use a garbage room from the other building than their premises' building. Member of the Community may share a key only with a person using the premises who have a legal title to such premises.
- 11.3. Each member of the Community shall be obliged to separate and dispose waste according to the applicable provisions of law.
- 11.4. Members of the Community in the premises in which any catering business is conducted, including sale and preparation of food, shall be obliged to provide, at their own expense, waste containers for liquid and solid wastes and to assure they are disposed according to the applicable provisions of law, with particular consideration of sanitary regulations. Those members of the Community shall enter into agreements with applicable companies to provide containers, as well as trash and waste disposal. Special containers for food waste shall be located in the waste bin in the building in which catering services and food sales are provided. Upon request of the Manager, a manager of the restaurant premises shall be obliged to submit the agreement on oil and waste disposal. If the obliged entities fail to submit applicable agreements on waste disposal or they dispose food waste to the containers of the Community, the Community will issue a rent invoice with will the section concerning waste disposal 10 times increased.
- 11.5. Members of the Community who do not run any catering business or sale food shall not be allowed to use special containers for food waste.
- 11.6. Any paper waste, including cardboards that are not stained by any substances, shall be orderly stored in the dedicated place in every garbage room. All cardboards shall be pressed flat.
- 11.7. Each member of the Community shall be liable to regularly store waste in the rubbish bags that are intended to store rubbish, bought by them. Only wastes put in such closed rubbish bags can be discarded to the common waste container.
- 11.8. To avoid pests (insects and rats), members of the Community shall be obliged to take all necessary actions and perform any instructions made by the Management Board or the Manager of the Community.

XII. Faults and breakdowns

- 12.1. Members of the Community shall be liable to immediately inform Security Company, the Management Board or the Manager about any failures in the common property or any breakdowns in the premises that may impact on presence of any damages in the common parts of the property and any damages of common devices and installations. Members of the Community shall be also obliged to inform about any observed risks of damages.
- 12.2. In case of any sudden failure or event that is dangerous to life, health or assets of the Housing Community, it is obligatory to inform the Security Company and the Manager of the Community about this fact. It is also obligatory to call appropriate officers, i.e. fire brigade, emergency service, police, energy service, water supply service, etc.
- 12.3. In the event of a sudden failure causing damage in the common property or any other premises, or a risk of such failure, member of the Community shall be obliged to immediately make their premises available. If the member of the Community or a person authorized by them is absent or refuses to provide access to their premises, the Management Board or the Manager of the Community will be entitled to enter the premises, even in the absence of the member of the Community and persons using their premises. Protocol of such actions shall be made. Any assets in the premises shall be protected until the member of the Community is informed and present at the place of a failure.
- 12.4. If any works are necessary to fix, maintain, replace or repair any common devices and installations, the member of the Community will be obliged to make their premises available to a renovation service company indicated by the Housing Community in the presence of its representative. The second and the third sentences of section 12.3. above shall apply accordingly.
- 12.5. Each member of the Community shall be obliged to immediately remove, at their own expense and risk, any damages caused by their fault or by fault of any persons being present at the common property of the Housing Community upon their consent. Further, members of the Community shall authorize the Management Board or the Manager of the Housing Community to alternatively remove such damage at expense and risk of the member of the Community responsible for that damage, if the member fails to immediately remove such damage. Therefore, member of the Community shall be obliged to refund to the Housing Community any incurred costs concerning damage removal, increased by 20% of their net value, plus VAT, within 7 days from the date of issuing a VAT invoice by the Housing Community.

XIII. Advance payment obligation

- 13.1. Members of the Community shall be liable to settle payments, on regular basis and on time, for all rent invoices together with deposits for costs of maintenance of common property, payable to the 14th day of every calendar month and in the amount adopted by the members of the Community. Costs for property maintenance shall be determined and calculated by the Management Board of the Community for every calendar year until March next year. In case of underpayment for the above mentioned costs, member of the Community shall be obliged to pay it to the Housing Community within 7 days from the date of receiving a settlement. In case of overpayment for the paid deposits, it shall be settled in the next monthly deposits required after the member of the Community receives an annual settlement.

- 13.2. In case of failure to pay invoices defined in section 13.1., member of the Community shall be also obliged to pay contractual interests based on the annual interest rate defined in the resolution of the members of the Community, or, if there is no resolution, in the amount of the statutory interests.
- 13.3. Members of the Community shall authorize the Management Board or the Manager of the Housing Community to provide information on indebtedness of particular premises on the information board in the head office of the Community.
- 13.4. Unpaid interests and any other charges determined in the Regulations or resolutions of the members of the Housing Community:
- 13.4.1. in the total amount of all interests and charges exceeding PLN 7,500 net (in words: seven thousand five hundred Polish zlotys net), or
- 13.4.2. for more than two months, shall constitute a basis for cutting water supply and central heating of the premises charged with unpaid invoices. This action shall be applied, if the member of the Community does not pay all their arrears with contractual interests within 7 days from the date of receiving an additional payment request.
- 13.5. If total debts of the member of the Community exceed PLN 15,000 net (in words: fifteen thousand Polish zlotys) or any delay in payment exceeds 6 months, this will constitute a basis to apply to the competent court of law to request sale of their premises by means of auction defined in Article 16 of the Act of June 24, 1994 on ownership of premises and mortgaging.

XIV. Conducting business activity

- 14.1. Member of the Community shall agree to conduct business activity in their premises according to these Regulations, and to co-operate in creating and maintaining high standards of the shopping center.
- 14.2. Member of the Community shall agree to prevent situations in which their premises is not used for permanent business activity, for the period exceeding 6 months from the date of the first usage, and in case of resigning from conducting previous activity – from that day. Further, member of the Community shall agree to continuously conduct activity in the premises in the opening hours of the shopping center for the whole year.
- 14.3. Premises shall be backlit, heated and ventilated during the opening hours of the shopping center.
- 14.4. Members of the Community shall not be allowed to organize, without a consent of the Management Board of the Community, any tenders or sales, mass promotional campaigns, unless such actions are carried out in the whole shopping center.
- 14.5. It is forbidden to organize and perform any collections, public events, promoting prospectus, product promotional campaigns, unless a written consent of the Housing Community is obtained.
- 14.6. It is not allowed to provide leaflets or any other promotional materials in the common property, without a prior consent of the Management Board or the Manager of the Community.
- 14.7. Loudspeakers, CD players, radio and TV station devices, and any other sound and visual equipment can be used, however they cannot emit noises outside the premises in which they are located.

14.8. To provide a high standard and good image of the shopping center, the following activities cannot be performed in the premises of the Community's members:

14.8.1. Sales of so called „legal highs” (at no premises);

14.8.2. Sex- Shop (at no premises);

14.8.3. Gambling activity – allowed only in the basement premises;

XV. Posters and logo

15.1. Each member of the Community can use a logo, name of „Pasaż Muranów”, to promote their activity run in the premises located in the building of the Housing Community, in accordance with good practices and obligations defined herein, with consideration of the shopping center's image and business.

15.2. It is not allowed to use the shopping center's image for any other purpose than previously agreed with the Management Board or the Manager of the community.

XVI. Insurances

16.1. Community shall insure the common parts of the buildings against fire, random events and civil liability.

16.2. Owners and holders shall be obliged to insure their premises against fire and random events. It is also recommended to insure owner or tenant against civil liability and insure the premises' windows and doors against breakage.

XVII. Final provisions

17.1. These Regulations can be amended by means of resolutions adopted by the members of the Housing Community.

17.2. Attachment no. 1 to these Regulations, concerning contact phone and address information, shall constitute its integral part.

17.3. Content of these Regulations has been submitted to the members of the Community and is available at the office of the Housing Community and, after logging in, on the website: www.pasaz-muranow.pl.

17.4. Any charges provided in these Regulations shall not exclude seeking compensation by the Housing Community from the members of the Community on general basis, if there are any damages resulting from breaching these Regulations or applicable provisions of law.