

**CONTRACT DE INCHIRIERE**  
**pentru spatiile comerciale (magazine)**  
**in cadrul Ploiești Shopping City**

**LEASE AGREEMENT**  
**for commercial areas (shops)**  
**within Ploiești Shopping City**

Incheiat intre

Concluded between

**PLOIESTI SHOPPING CITY S.R.L.**  
in calitate de Proprietar

**PLOIESTI SHOPPING CITY S.R.L.**  
as Landlord

si

and

**HERMOSA OFFICE CENTER S.R.L.**  
in calitate de Chirias

**HERMOSA OFFICE CENTER S.R.L.**  
as Tenant

## SECTIUNEA I

### TERMENI SI CONDITII PARTICULARE

Prezentul Contract de inchiriere a fost semnat de catre si intre:

**PLOIESTI SHOPPING CITY S.R.L.**, cu sediul social in Calea Floreasca nr. 169A, Cladirea A, etajul 5, Sector 1, Bucuresti, punct de lucru In Sat Blejoi, Comuna Blejoi, Str. Republicii, nr. 76 (fost DN1B, km.6, nr.915A), Judetul Prahova, inregistrata la Registrul Comertului sub nr. J40/19095/2008, cod unic de inregistrare 24725278, legal reprezentata de dl. Alexandru Teodor Suiu, in calitate de Administrator, denumita in cele ce urmeaza „**Proprietar**”

si

**HERMOSA OFFICE CENTER S.R.L.**, cu sediul social in Municipiul Brăila, Calea Galați nr. 86, Parter + Etaj, Judetul Brăila, inregistrata la Registrul Comertului sub nr. J9/186/2008, cod unic de inregistrare 23352421, reprezentata de Staicu Dragos, in calitate de Mandatar, denumita in cele ce urmeaza „**Chirias**”,

denumite in cele ce urmeaza Partile.

Partile au convenit ca urmare a negocierilor purtate in acest sens, sa incheie prezentul contract („**Contractul de Inchiriere**” sau „**Contractul**”) in termenii si conditiile urmatoare:

#### 1.SPATIUL INCHIRIAT SI SUPRAFATA SPATIULUI INCHIRIAT

**1.1.** Spatiul Inchiriat: Unitatea nr. **P 195**

**1.2.** Suprafata Spatiului Inchiriat: aproximativ **159 m.p.** cu o marja de variatie acceptabila de (+)/(-) 5 (cinci) %.

#### 2. ACTIVITATEA COMERCIALA A CHIRIASULUI IN SPATIUL INCHIRIAT

**2.1.** Comertul cu articole de imbracaminte sub numele si brandul de magazin „**HERMOSA**”.

#### 3. DURATA INCHIRIERII

## SECTION I

### PARTICULAR TERMS AND CONDITIONS

This Lease Agreement was signed by and between:

**PLOIESTI SHOPPING CITY S.R.L.**, with headquarters in Calea Floreasca nr. 169A, Cladirea A, etajul 5, Sector 1, Bucuresti, business unit in Blejoi Village, Blejoi Commune, 76 Republicii Street, (ex DN1B, km.6, nr.915A), Prahova County, register in the Trade Registry with the no. J40/19095/2008, sole registration code 24725278, duly represented by Mr. Alexandru Teodor Suiu, acting as Director, hereinafter referred to as the “**Landlord**”

and

**HERMOSA OFFICE CENTER S.R.L.**, with its registered office in Brăila Municipality, 86 Galați Road, Ground Floor + First Floor, Brăila County, registered with the Trade Register under no. J9/186/2008, unique registration code 23352421, represented by Dragos Staicu, acting as Proxy, hereinafter referred to as „**Tenant**”

hereinafter referred to as the Parties.

The Parties have agreed, following the negotiations carried out in this respect, to conclude this agreement (the “**Lease Agreement**” or the “**Agreement**”) under the following terms and conditions:

#### 1.LEASED PREMISES AND AREA OF THE LEASED PREMISES

**1.1.** Leased Premises: Unit no. **P 195**

**1.2.** Area of the Leased Premises: approximately **159 sq.m.** with an acceptable variation margin of (+)/(-) 5 (five) %.

#### 2. COMMERCIAL ACTIVITY OF THE TENANT IN THE LEASED PREMISES

**2.1.** Retail of clothing items under the brand name and branded store “**HERMOSA**”.

#### 3. LEASE TERM

3.1. 5 (cinci) ani.

#### 4. DATA PREDARII / DATA INAUGURARII SPATIULUI INCHIRIAT

4.1. Data Predarii: (i) data estimata pentru T3-T4 2024 sau (ii) data notificata de catre Proprietar, oricare dintre aceste date notificate in avans de catre Proprietar, conform Clauzei 4.2 din Sectiunea II.

4.2. Data Inaugurarii Spatiului Inchiriat: in termen de 30 zile de la Data Predarii;

4.3. Predarea Spatiului Inchiriat catre Chirias va avea loc „la rosu”, astfel cum este prevazut in Anexa 6 - Manualul de amenajare.

4.4. Chiriaşul va transmite Proiectul de Amenajare Proprietarului spre aprobare in termen de cel mult 30 de zile calendaristice de la data primirii pachetului tehnic de la Proprietar.

4.5. Lucrarile de amenajare efectuate de catre Chirias conform Proiectului de Amenajare trebuie finalizate complet (stadiu de functionare) intr-un termen maxim de 60 zile calendaristice de la Data Predarii (“Perioada de Amenajare”).

4.6. La sfarsitul Perioadei de Amenajare, care nu poate depasi termenul maxim prevazut in Clauza 4.5 din prezenta Sectiune I, Chiriaşul va transmite Proprietarului documentele finale si complete privind executia Lucrarilor Chiriasului, astfel cum acestea sunt detaliate in Anexa 6 - Manualul de amenajare, precum si impreuna cu orice alt document a carui predare poate fi impusa prin lege.

#### 5. OBLIGATIILE FINANCIARE ALE CHIRIASULUI:

##### 5.1. CHIRIE

5.1.1. Chiria de Baza este datorata dupa cum urmeaza:

- **anul I – 27,00 (douazecisapte) EUR / m.p.** / luna indexabila conform prezentului Contract, inmultiti cu suprafata Spatiului Inchiriat sau cuantumul rezultat conform Clauzei 10.5 din Sectiunea II;
- **anul II – 27,00 (douazecisapte) EUR / m.p.** / luna indexabila conform prezentului Contract,

3.1. 5 (five) years.

#### 4. DELIVERY DATE / OPENING DATE OF THE LEASED PREMISES

4.1. Delivery Date: (i) the estimated date of 3rd - 4th Quarter of 2024 or (ii) date set unilaterally by the Landlord, any of these days notified by the Landlord in advance, as per the Clause 4.2 of Section II.

4.2. Opening Date of the Leased Premises: within 30 days from the Delivery Date;

4.3. The delivery of the Leased Premises to the Tenant will take place “shell and core”, as provided in Annex 6 - Fit Out Manual.

4.4. The Tenant shall hand-over to the Landlord the Fit-Out Project for approval within maximum 30 calendar days as of the receiving date of the technical package from the Landlord.

4.5. The fit-out works performed by the Tenant according to the Fit-Out Project shall be fully completed (functioning state) within a maximum term of 60 calendar days as of the Delivery Date (“Fit-Out Period”).

4.6. At the end of the Fit-Out Period, which shall not exceed the maximum term provided in Clause 4.5 of this Section I, the Tenant shall hand-over to the Landlord the final and complete documents related to the Tenant’s Works, as such documents are detailed in Annex 6 - Fit Out Manual Out, together with any other document whose handing over may be required by law.

#### 5. TENANT’S PAYMENT OBLIGATIONS:

##### 5.1. RENT

5.1.1. Basic Rent shall be owed as follows:

- **Year I – 27.00 (twenty-seven) EUR / sq.m. / month** indexed in accordance the present Agreement, multiplied by the area of the Leased Space or the amount resulting according to Clause 10.5 of Section II;
- **Year II – 27.00 (twenty-seven) EUR / sq.m. / month** indexed in accordance the present

inmultiti cu suprafata Spatiului Inchiriat sau cuantumul rezultat conform Clauzei 10.5 din Sectiunea II;

- **anul III - 28,00 (douazecisiopt) EUR / m.p. / luna** indexabila conform prezentului Contract, inmultiti cu suprafata Spatiului Inchiriat sau cuantumul rezultat conform Clauzei 10.5 din Sectiunea II;

- **anul IV - 28,00 (douazecisiopt) EUR / m.p. / luna** indexabila conform prezentului Contract, inmultiti cu suprafata Spatiului Inchiriat sau cuantumul rezultat conform Clauzei 10.5 din Sectiunea II;

- **anul V - 29,00 (douazecisinoua) EUR / m.p. / luna** indexabila conform prezentului Contract, inmultiti cu suprafata Spatiului Inchiriat sau cuantumul rezultat conform Clauzei 10.5 din Sectiunea II.

Agreement, multiplied by the area of the Leased Space or the amount resulting according to Clause 10.5 of Section II;

- **Year III - 28.00 (twenty-eight) EUR / sq.m. / month** indexed in accordance the present Agreement, multiplied by the area of the Leased Space or the amount resulting according to Clause 10.5 of Section II;

- **Year IV - 28.00 (twenty-eight) EUR / sq.m. / month** indexed in accordance the present Agreement, multiplied by the area of the Leased Space or the amount resulting according to Clause 10.5 of Section II;

- **Year V - 29.00 (twent-nine) EUR / sq.m. / month** indexed in accordance the present Agreement, multiplied by the area of the Leased Space or the amount resulting according to Clause 10.5 of Section II;

#### **5.1.2. Chiria in functie de Cifra de Afaceri:**

- **10,00% (zece procente)** din Cifra de Afaceri Neta realizata in Spatiul Inchiriat.

#### **5.1.2. Turnover Rent:**

- **10.00% (ten percent)** of the Net Turnover made in the Leased Premises.

### **5.2. CHELTUIELI PRIVIND SERVICIILE COMUNE**

**5.2.1.** Pentru primul Exercitiu Financiar, Cheltuielile Estimate privind Serviciile Comune reprezinta **10,00 (zece) EUR / m.p. / luna** inmultit cu suprafata Spatiului Inchiriat.

**5.2.2.** La inceputul fiecarui Exercitiu Financiar, Proprietarul va transmite Chiriasului o notificare cu privire la noua valoare a Cheltuielilor Estimate privind Serviciile Comune. Pentru evitarea oricarui dubiu, pana la data la care Proprietarul va notifica Chiriasul cu privire la noua valoare, acesta va datora si achita catre Proprietar Cheltuielile Estimate privind Serviciile Comune corespondente valoric pentru anul precedent.

### **5.3. CONTRIBUTIA PENTRU MARKETING**

**5.3.1.** **3,00 (trei) EUR / m.p. / luna** inmultit cu suprafata Spatiului Inchiriat, indexabili conform prezentului Contract.

### **5.4. CHELTUIELILE CU UTILITATILE**

### **5.2. SERVICE CHARGES**

**5.2.1** For the first Accounting Year, the Provisional Service Charges shall be of **10.00 (ten) EUR / sq.m. / month** multiplied with the area of the Leased Premises.

**5.2.2.** At the beginning of each Accounting Year, the Landlord shall serve on the Tenant a notification regarding the new value of the Provisional Service Charges. For the avoidance of any doubt, until the Tenant shall receive notice regarding the new value of the Provisional Services Charges, the Tenant shall owe and pay to the Landlord the Provisional Service Charges of a correspondent value for the preceding accounting year.

### **5.3. ADVERTISING CONTRIBUTION**

**5.3.1.** **3.00 (three) EUR / sq.m. / month** multiplied with the area of the Leased Premises, indexed in accordance with the present Agreement.

### **5.4. UTILITIES CHARGES**

**5.4.1.** Chiriasul datoreaza costul consumului de utilitati din Spatiul Inchiriat inclusiv dar fara a se limita la *alimentare cu apa, canalizare, electricitate, agent termic, telefon, conexiune internet*, in conformitate cu prevederile Clauzei 8 din Secțiunea II.

## **5.5. ALTE OBLIGATII FINANCIARE ALE CHIRIASULUI**

Chiriasul are obligatia sa plateasca Proprietarului la Data Predarii urmatoarele sume, respectiv sa constituie in favoarea Proprietarului:

### **5.5.1. COSTUL UTILITATILOR SI SERVICIILOR PE PERIOADA AMENAJARII**

- **10,00 (zece) EUR / m.p. / luna** inmultit cu suprafata Spatiului Inchiriat.

### **5.5.2. CONTRIBUTIA PENTRU PUBLICITATEA DE INAUGURARE**

- **Nu se aplica.**

### **5.5.3. PLATA AVANSULUI**

- echivalentul Chiriei de Baza, Cheltuielilor Estimate privind Serviciile Comune, Contributia pentru Marketing pentru 1 (una) luna.

### **5.5.4. GARANTIA**

- suma reprezentand echivalentul in EURO egala cu Chiria de Baza, Cheltuielile Estimate privind Serviciile Comune si Contributia pentru Marketing (inclusiv TVA) asa cum acestea sunt indexate periodic, datorate pentru 3 (trei luni) luni, fie sub forma unui depozit sau sub forma unei scrisori de garantie bancara neconditionata, irevocabila, transferabila si executabila la prima cerere, garantie bancara emisa la cererea Chiriasului, de catre o banca de prim rang acceptata de catre Proprietar si in forma atasata ca Anexa 3 la Contract.

### **5.5.5. COSTUL INSTALATIILOR TEHNICE DE SIGURANTA**

- **27 (douazecisapte) EUR / m.p. / luna** inmultit cu suprafata Spatiului Inchiriat.

### **5.5.6. COSTUL DE VERIFICARE PROIECT DE AMENAJARE**

- **5 (cinci) EUR / m.p. / luna** inmultit cu suprafata Spatiului Inchiriat.

5.4.1. The Tenant owes the cost of the utilities consumption in the Leased Premises including, but not limited to *water supply, sewage, electricity, thermal agent, telephone, internet connection*, according to the provisions of Clause 8 of Section II.

## **5.5. OTHER PAYMENT OBLIGATIONS OF THE TENANT**

The Tenant has the obligation to pay to the Landlord on the Delivery Date the following amounts, respectively to establish in favour of the Landlord:

### **5.5.1. LUMP SUM PROVISIONAL UTILITIES**

- **10.00 (ten) EUR / sq.m. / month** multiplied with the area of the Leased Premises.

### **5.5.2. OPENING ADVERTISING CONTRIBUTION**

- **NOT APPLICABLE**

### **5.5.3. PAYMENT OF THE ADVANCE**

- the equivalent of the Basic Rent, the Provisional Services Charges and the Advertising Contribution for 1 (one) month.

### **5.5.4. GUARANTEE**

- the amount representing the equivalent in EUR of 3 (three) monthly payments of Rent, Provisional Service Charges and Advertising Contribution (including VAT) as indexed periodically, either in the form of a guarantee deposit or as a unconditional, irrevocable, transferable and enforceable at the first demand, bank guarantee issued on behalf of the Tenant, by a first class bank acceptable to the Landlord and in the form attached as Annex 3 to the Agreement.

### **5.5.5. COST OF SAFETY TECHNICAL INSTALLATIONS**

- **27 (twenty-seven) EUR / sq.m. / month** multiplied with the area of the Leased Premises.

### **5.5.6. COST OF VERIFYING THE FITOUT PROJECT**

- **5 (five) EUR / sq.m. / month** multiplied with the area of the Leased Premises.

## **6. ASIGURARE**

**6.1.** Limita minima de raspundere pe eveniment asigurat prin polita de asigurare de raspundere civila de 100.000,00 EUR.

## **7. PARTILE INTEGRANTE ALE CONTRACTULUI DE INCHIRIERE**

**7.1.** Prezentul Contract de Inchiriere este format din urmatoarele Sectiuni:

**7.1.1. Sectiunea I** - Termeni si Conditii Particulare

**7.1.2. Sectiunea II** -Termeni si Conditii Generale

**7.1.3. Sectiunea III** - Modificari ale Sectiunii II Termeni si Conditii Generale

**7.2.** Fac parte integranta din prezentul Contract urmatoarele anexe:

**Anexa 1** Planul General al Ploiești Shopping City

**Anexa 2** Planul Spatiului Inchiriat

**Anexa 3** Scrisoare de Garantie Bancara

**Anexa 4** Regulament de Ordine Interioara

**Anexa 5** Proces-Verbal de Predare-Primire

**Anexa 6** Manualul de Amenajare

**Anexa 7** Cheltuieli privind Serviciile Comune

**Anexa 8** Certificat de emis de Registrul Comertului de care apartine Chiriasul

**Anexa 9** Extras emis de Registrul Comertului de care apartine Chiriasul

**Anexa 10** Sustenabilitate

## **6. INSURANCE**

**6.1.** Insurance claim minimum limit of 250,000.00 EUR per occurrence of the risks incurred by the general third-party insurance.

## **7. LEASE AGREEMENTS PARTS:**

**7.1.** The present Lease Agreements is formed of the following Sections:

**7.1.1. Section I** – Particular Terms and Conditions

**7.1.2. Section II** – General Terms and Conditions

**7.1.3. Section III** – Amendments of the Section II General Terms and Conditions

**7.2.** The following annexes are part of this Agreement:

**Annex 1** Master Plan of Ploiești Shopping City

**Annex 2** Leased Premises Plan

**Annex 3** Letter of Bank Guarantee

**Annex 4** Internal Regulations

**Annex 5** Delivery Protocol

**Annex 6** Fit Out Manual

**Annex 7** Service Charges

**Annex 8** Tenant's Trade Registry certificate

**Annex 9** Except from the Tenant's Trade Register

**Annex 10** Sustainability

## **8. REGULI GENERALE DE INTERPRETARE**

**8.1.** Prevederile Sectiunilor si respectiv ale Anexelor vor fi interpretate intotdeauna impreuna, in mod unitar, in scopul de a produce efectele urmarite de catre Parti prin semnarea Contractului de Inchiriere.

**8.2.** In caz de conflict sau de prevederi contradictorii intre Sectiuni si Anexe, vor prevala intodeauna prevederile contractuale ale Sectiunilor.

## **8. GENERAL INTERPRETATION RULES**

**8.1.** The provisions of the Sections and of the Annexes, respectively, shall always be construed and corroborated together, uniformly, with the purpose of generating the effects intended by the Parties upon signing the Lease Agreement.

**8.2.** In case of conflict or of contradictory provisions between the Sections and the Annexes, the contractual provisions of the Sections shall always prevail.

**8.3.** In caz de conflict sau de prevederi contradictorii intre Sectiuni se va proceda dupa cum urmeaza:

**8.4.** In caz de conflict sau de prevederi contradictorii intre Sectiunea I si Sectiunile II si/sau III vor prevala prevederile Sectiunii I.

**8.5.** In caz de conflict sau de prevederi contradictorii intre Sectiunea II si Sectiunea III, vor prevala prevederile Sectiunii III.

**8.6.** In caz de conflict sau de prevederi contradictorii intre Anexele 4, 6 si 7, vor prevala prevederile anexelor in urmatoarea ordine:

- (i) Anexa 7;
- (ii) Anexa 4;
- (iii) Anexa 6.

## **9. NOTIFICARI**

**9.1.** Adresa fiecarei Parti este:

- (i) Proprietar:

Bucuresti, Str. Calea Floreasca nr. 169A, Cladirea A, etajul 5, sectiunea A5.1, Sector 1, Bucuresti

E-mail: [retailleasing@nepirockcastle.com](mailto:retailleasing@nepirockcastle.com)

- (ii) Chirias:

Adresa postala: Municipiul Brăila, Calea Călărașilor, Nr. 39, Judet Brăila

Dragos Staicu - Managing Partner , Tel: 0729 44 44 00  
[dragos@hermosa.ro](mailto:dragos@hermosa.ro)

## **10. ALTE PREVEDERI**

**10.1.** Oricare si toate Sectiunile si respectiv Anexele la prezentul Contract sunt parte esentiala, integranta si inseparabila din prezentul Contract de Inchiriere.

**10.2.** Titlurile Sectiunilor, Anexelor, clauzelor contractuale si orice subliniere din prezentul Contract de Inchiriere sunt introduse numai in scopul facilitarii redactarii si nu vor afecta in niciun fel sensul, intelesul sau interpretarea vreunei prevederi din prezentul Contract.

**8.3.** In case of conflict or of contradictory provisions between Sections, the proceeding will be the following:

**8.4.** In case of conflict or of contradictory provisions between Section I and Section II and/or III, the provisions of Section I shall prevail.

**8.5.** In case of conflict or of contradictory provisions between Section II and Section III, the provisions of Section III shall prevail.

**8.6.** In case of conflict or of contradictory provisions between Annexes 4, 6 and 7, shall prevail the provisions of the annexes in the following order:

- (i) Annex 7;
- (ii) Annex 4;
- (iii) Annex 6.

## **9. NOTIFICATIONS**

**9.1.** The address of each Party is:

- (i) Landlord:

Bucharest, 169A Calea Floreasca, Building A, 5<sup>th</sup> floor, section A5.1, 1<sup>st</sup> District

E-mail: [retailleasing@nepirockcastle.com](mailto:retailleasing@nepirockcastle.com)

- (ii) Tenant:

Address: Brăila Municipality, 39 Călărașilor Road, Brăila County

Dragos Staicu - Managing Partner, Tel: 0729 44 44 00  
[dragos@hermosa.ro](mailto:dragos@hermosa.ro)

## **10. OTHER PROVISIONS**

**10.1.** Any and all Sections and Annexes, respectively, to this Agreement are considered essential and integral and inseparable part to the present Lease Agreement.

**10.2.** Headings of the Sections, Annexes and contractual clauses and any other underlining in this Lease Agreement are used for efficiency and ease of drafting purposes and shall not impair in any way the interpretation of this Agreement.

**10.3.** Trimiterile la un contract sau document vor avea in vedere acel contract sau document astfel cum a fost acesta modificat, completat, amendat, re-emis sau novat din cand in cand.

**10.4.** Prezentul Contract de Inchiriere contine toate intelegerea dintre Parti in legatura cu probleme stipulate in prezentul si inlocuieste toate celelalte negocieri, contracte sau intelegeri anterioare dintre Parti in acest sens.

**10.5.** Partile declara si confirma ca au citit toate prevederile prezentului Contract de Inchiriere si sunt constiente de caracterul angajant al continutului acestuia.

**10.6.** Partile declara in mod expres ca prezentul Contract intra in vigoare la data semnarii acestuia de catre Proprietar, care va avea loc dupa data semnarii Contractului de catre Chirias.

Partile declara in mod expres ca prezentul Contract va fi semnat electronic si va intra in vigoare la data semnarii acestuia de catre reprezentantul legal al Proprietarului. Chiriasul înțelege și acceptă în mod expres această prevedere contractuală.

Prezentul Contract a fost încheiat în versiune bilingva in limba română si in limba engleza, într-un (1) exemplar electronic cu valoare de original. Limba romana prevaleaza.

**10.3.** Reference to a particular contract shall be construed as reference to such contract, as amended, supplemented, re-issued or novated from time to time.

**10.4.** This Lease Agreement shall constitute the entire agreement between the Parties concerning the matters stipulated in this Agreement and shall supersede any and all prior negotiations, understandings and agreements between the Parties in this respect.

**10.5.** The Parties state that they have read all provisions and attachments of this Lease Agreement and are aware of its contents being binding.

**10.6.** The Parties expressly state that the present Agreement comes into force starting with date when is signed by the Landlord, which will take place after the Lease Agreement is signed by the Tenant.

The Parties hereby expressly declare that this Agreement will be signed in electronic version and will enter into force at its signing date by the Landlord's legal representative. The Tenant expressly understands and accepts this contractual provision.

Concluded in bilingual version, in Romanian and English language, in 1 (one) electronic counterpart having the value of an original. Romanian language prevails.

## SECTIUNEA II TERMENII SI CONDITIILE GENERALE

Partile au convenit ca urmare a negocierilor purtate in acest sens, urmatorii Termeni si Conditii Generale valabile pentru Contractul de Inchiriere:

### DEFINITII:

In acest Contract, in masura in care din context nu rezulta altfel:

„**ACTIVITATEA COMERCIALA**” inseamna activitatea care urmeaza a fi desfasurata de Chirias in Spatiul Inchiriat potrivit prevederilor Clauzei 2 din Sectiunea I.

„**ADMINISTRATORUL CENTRULUI**” inseamna entitatea desemnata periodic de catre Proprietar, la libera sa alegere, in vederea gestionarii si administrarii generale a Centrului Comercial, avand drepturile si atributiile stabilite in Contract si in Regulamentul de Ordine Interioara, care va putea exercita, fata de Chirias, in numele si pe seama Proprietarului, oricare dintre drepturile Proprietarului in conformitate cu prezentul Contract.

„**AVANSUL**” inseamna suma ce va fi achitata de Chirias Proprietarului cu titlu de avans cel mai tarziu la Data Predarii conform prevederilor Clauzei 5.5.3 din Sectiunea I si Clauzei 4.6.1 (i) din prezenta Sectiune II.

„**CAZ DE NEEEXECUTARE DIN PARTEA CHIRIASULUI**” are sensul descris in Clauza 22.2 din prezenta Sectiune II.

„**CENTRUL COMERCIAL**” inseamna centrul comercial de tip mall, situat in sat Blejoi, Com. Blejoi, strada Republicii nr. 76, Județul Prahova, dezvoltat de catre Proprietar, in una sau mai multe etape, astfel cum acesta este/ va fi autorizat de autoritatile competente, respectiv terenul si cladirile, locurile de parcare pentru autoturisme, caile de acces si spatiile publice, precum si zonele exterioare, cladirile si/sau spatiile comerciale construite, in curs de constructie sau care vor fi construite, mentionate mai jos si indicate doar pentru scopul identificarii in Anexa 1 la prezentul Contract astfel cum acestea vor putea fi extinse sau modificate periodic de catre Proprietar.

## SECTION II GENERAL TERMS AND CONDITIONS

Following the negotiations, the Parties agreed upon the following General Terms and Conditions for the Lease Agreement:

### DEFINITIONS:

In this Agreement, unless otherwise herein provided:

„**COMMERCIAL ACTIVITY**” means the commercial activity to be performed by the Tenant within the Leased Premises according to the provisions under Clause 2 of Section I.

„**CENTER MANAGER**” represents the entity nominated from time to time by the Landlord, at its discretion, for the general running and administration of the Commercial Center, having the powers and attributions set forth in the Agreement and in the Internal Regulations, which shall be entitled to exercise toward the Tenant, in the name and on behalf of the Landlord, any of the Landlord's rights pursuant to this Agreement.

„**ADVANCE**” means the amount which shall be paid by the Tenant to the Landlord as advance payment, at the Delivery Date, the latest, according to the provisions under Clause 5.5.3 of Section I and Clause 4.6.1 (i) of this Section II.

„**TENANT EVENT OF DEFAULT**” has the meaning described in Clauze 22.2 of this Section II.

„**COMMERCIAL CENTER**” means the shopping mall located in Blejoi, Republicii street no. 76, Prahova County, developed by the Landlord, in one or more phases, as such construction works is/ shall be authorized by the competent authorities, namely the land and buildings, parking places for the vehicles, access roads and public spaces and the exterior areas, buildings and/or commercial premises erected in course of construction or that will be constructed as provided below and mentioned for identification purposes only in Annex 1 to this Agreement, as they can be from time to time extended or amended by the Landlord.

Centrul Comercial are o suprafata totala inchiriabila de aproximativ 46,800 si cuprinde, printre altele:

- a) Spatii Comerciale de Tip Ancora reprezentate de (i) un hypermarket sau supermarket si (ii) zona de divertisment & cinema (daca exista) si (iii) unele spatii comerciale (stabilite de Proprietar la discretia sa) cu suprafete mai mari de 600 (sasesute) mp individual sau unele spatii comerciale a caror suprafata insumata depaseste 600 (sasesute) mp - in cazul chiriasilor membri ai aceluiasi grup (denumite in cele ce urmeaza "Spatii Comerciale de tip Ancora");
- b) o galerie (denumita in cele ce urmeaza „Galeria Comerciala”). Galeria Comerciala va consta din spatii comerciale care nu sunt considerate "Spatii Comerciale de tip Ancora" conform definitiei de mai sus;
- c) Spatii si Parti Comune.

Planurile Centrului Comercial pot fi modificate de Proprietar, inainte si dupa Data Inaugurarii, pentru a indeplini dispozitiile si deciziile oricarei autoritati si oricaror cerinte tehnice care pot aparea in timpul constructiei sau care pot fi solicitate din motive de siguranta si/sau ca urmare a transformarilor interne rezultate din reamenajarea sau reorganizarea Centrului Comercial.

Proprietarul este indreptatit sa faca anumite modificari planurilor. Specificatiile tehnice pot fi modificate datorita deciziilor, dispozitiilor si solicitarilor mentionate mai sus.

Configuratia interna a Centrului Comercial poate fi modificata de catre Proprietar inainte si/sau dupa Data Inaugurarii.

Proprietarul este indreptatit sa modifice oricand intrarile si accesurile Centrului Comercial, locatia/ forma/ suprafata oricarui spatiu comercial.

Chiriasul intelege si accepta in mod expres aceasta prevedere contractuala.

The Commercial Centre has a total lettable area of approximately 46.800 square meters, and include, among others:

- a) Anchor Commercial Spaces represented by: (i) a hypermarket or supermarket and (ii) entertainment and a cinema area (if any) and (iii) certain commercial spaces (established by the Landlord at its own discretion) with an individual area larger than 600 (six hundred) sqm or some commercial spaces whose total area exceeds 600 (six hundred) sqm - in case of tenants members of the same group (hereinafter referred to as the "Anchor Commercial Spaces");
- b) a gallery (hereinafter referred to as the "Shopping Gallery"). Shopping Gallery will consist of commercial spaces that are not considered "Anchor Commercial Spaces" according to the above mentioned definition;
- c) Common Areas and Parts.

The plans of the Commercial Center may be modified by the Landlord, before and after the Opening Date, in order to comply with the orders and decisions of any authority and any technical requirements that may arise during the construction or as may be required for safety reasons and/or as a result of the internal transformations, redevelopment and reorganization of the Commercial Center.

The Landlord is entitled to make certain changes to the plans. The technical specifications may be modified due to the above-mentioned decisions, orders and requirements.

The internal configuration of the Commercial Center may be modified by the Landlord before and/or after Opening Date.

The Landlord is entitled to modify at any time the entrances and the accesses to the Commercial Center, the location/ shape/ area of any commercial premises.

The Tenant expressly understands and accepts these contractual provisions.

**„CHELTUIELILE PRIVIND SERVICIILE COMUNE”** inseamna valoarea rezultata din urmatoarea formula de calcul:

$$(Cota\ aferenta\ Spatiului\ Inchiriat) \times (Valoarea\ totala\ a\ Costurilor\ cu\ Serviciile\ Comune),\ unde$$

Cota aferenta Spatiului Inchiriat reprezinta raportul dintre suprafata totala a Spatiului Inchiriat si suprafata totala inchiriata a Galeriei Comerciale, in masura in care Proprietarul nu a optat pentru o alta modalitate de distribuire a Cheltuielilor privind Serviciile Comune.

**„CHELTUIELILE ESTIMATE PRIVIND SERVICIILE COMUNE”** inseamna suma care, in opinia Proprietarului, reprezinta o aproximare a valorii lunare Cheltuielilor privind Serviciile Comune pentru Exercitiul Financiar actual si care va fi suportata de Chirias.

Valoarea notificata in privinta Cheltuielilor Estimate privind Serviciile Comune nu va putea fi interpretata in nicio situatie ca o garantie din partea Proprietarului cu privire la valoarea finala a Cheltuielilor privind Serviciile Comune din cursul Exercitiului Financiar respectiv.

**„CHIRIA”** reprezinta suma pe care Chiriasul o plateste Proprietarului potrivit prezentului Contract pentru folosinta Spatiului Inchiriat si reprezinta cea mai mare valoare dintre Chiria de Baza si Chiria in functie de Cifra de Afaceri astfel cum acestea sunt mentionate in Clauza 5.1 din Sectiunea I.

**„CIFRA DE AFACERI”** inseamna toate sumele incasate sau de incasat sau sumele rulate/ tranzactionate cu privire la:

- a) bunuri vandute si/sau servicii prestate in baza comenzilor care provin din sau sunt primite ori acceptate in Spatiul Inchiriat, chiar daca livrarea bunurilor sau prestarea serviciilor sau plata se face la ori de la orice alt loc decat Spatiul Inchiriat si chiar daca plata se face catre o alta persoana decat Chiriasul;
- b) comenzi primite la Spatiul Inchiriat de catre persoane care opereaza in cadrul sau cu privire la Spatiul Inchiriat;

**„SERVICE CHARGES”** represents value resulted from the following formula:

$$(The\ share\ allocated\ to\ the\ Leased\ Premises) \times (the\ total\ amount\ of\ the\ Service\ Costs),\ where$$

The share allocated to the Leased Premises represents the ratio between the total area of the Leased Premises and the total leased area of the Shopping Gallery, to the extent the Landlord did not choose another way of distribution of Service Charges.

**„PROVISIONAL SERVICE CHARGES”** means the amount that, according to the Landlords’s opinion, represents an approximation of the monthly value of the Service Charges for the current Accounting Year and that shall be borne by the Tenant.

The notified value concerning the Provisional Service Charge shall not be construed in any situation as a guarantee from the Landlord with respect to the final amount of the Services Charges during the respective Accounting Year.

**„RENT”** means the amount paid by the Tenant to the Landlord according to this Agreement for the use of the Leased Premises and represents the higher value between the Base Rent and the Turnover Rent, as those are mentioned under Clause 5.1 of Section I.

**„TURNOVER”** means all amounts received or to be received or amounts rolled/ traded in respect to:

- a) assets sold and/or services performed based on orders which originated or are received or accepted at the Leased Premises, regardless that delivery of goods or performance of services or payment is made at or from any place other than the Leased Premises and regardless that payment is made to a person other than the Tenant;
- b) orders solicited at the Leased Premises by persons operating from or reporting to the Leased Premises;

- c) vanzari efectuate sau servicii prestate prin intermediul unor dispozitive mecanice/ electronice sau de distributie la Spatiul Inchiriat;
- d) comenzi efectuate prin posta, telefon, posta electronica, magazine online sau alte comenzi similare, primite, derulate, livrate sau onorate la sau de la sau prin Spatiul Inchiriat, in orice mod, inclusiv prin impactul asupra stocului de marfa existent in Spatiul Inchiriat;
- e) vanzari si servicii pe care Chiriasul, in cursul normal si obisnuit al operatiunilor sale, le-ar atribui sau ar trebui sa le atribuie ori sa le considere aferente afacerii sale derulate in Spatiul Inchiriat;

tinandu-se cont ca:

- (i) fiecare vanzare pe credit sau in rate va fi considerata ca vanzare efectuata la pret intreg la data la care se face vanzarea, indiferent de momentul sau conditiile in care Chiriasul primeste plata;
- (ii) fiecare rezervare a bunurilor cu o optiune de cumparare in favoarea unui client se considera a fi vanzare a bunurilor efectuata la pret intreg la data la care se face rezervarea (indiferent de momentul sau momentele la care Chiriasul primeste plata) si vor fi excluse din Cifra de Afaceri orice taxe aferente rezervarii in ceea ce priveste aceasta rezervare; si
- (iii) la calcularea Cifrei de Afaceri a Chiriasului, in cazul oricarui contract de subinchiriere sau de acordare a dreptului de folosinta asupra Spatiului Inchiriat, permis in conformitate cu dispozitiile prezentului Contract, Cifra de Afaceri a Chiriasului include toate sumele incasate sau de incasat de la subchirias si cifra de afaceri realizata de acesta din urma, calculata prin inmultirea coeficientului prevazut in Clauza 5.1.2 din Sectiunea I cu Cifra de Afaceri Neta realizata de el in Spatiul Inchiriat;
- (iv) In sensul definitiei Cifrei de Afaceri, „Chiriasul” inseamna Chiriasul si orice

- c) sales made or services provided by means of mechanical/ electronical or vending devices at the Leased Premises;
- d) orders made by mail, telephone, e-mail, online shops or similar orders received, conducted, delivered or fulfilled at or from the Leased Premises, in any way, including through the impact on the stock of merchandise existing in the Leased Premises;
- e) sales and services which the Tenant in the normal and customary course of the Tenant's operations would or should credit or attribute or consider related to the Tenant's business performed in the Leased Premises;

taking into account that:

- (i) every sale on credit terms or on an instalment basis shall be considered a sale for the full price at the date when the sale is made, irrespective of the time or terms at which the Tenant receives payment;
- (ii) every reservation of goods to a customer with an option to purchase shall be deemed to be a sale of the goods for the full price at the date when the hiring is made (irrespective of the time or times at which the Tenant receives payment) and there shall be excluded from the Turnover any hiring charges in respect of such hiring; and
- (iii) when calculating the Tenant's Turnover, with respect to any sub-lease or granting the right of use for the Leased Premises, permitted under this Agreement, the Turnover of the Tenant includes all received or receivable amounts from the sub-tenant and the turnover achieved by the latter, calculated by multiplying the coefficient mentioned in Clause 5.1.2 of Section I with the Net Turnover achieved by him in the Leased Premises;
- (iv) for the purposes of the definition of Turnover, the “Tenant” means the Tenant and any sub-tenant and any other person in

subchirias sau orice alta persoana care ocupa  
Spatiul Inchiriat sau orice parte a acestuia.

**„CIFRA DE AFACERI NETA”** inseamna Cifra de Afaceri mai putin i) taxa pe valoarea adaugata si ii) orice suma de bani rambursata/ restituita unui client in cazul returnarii unor produse ce au fost achizitionate in Spatiul Inchiriat cu conditia ca o astfel de rambursare sa nu depaseasca pretul de vanzare al bunurilor respective.

Pentru evitarea oricarui dubiu, returul bunurilor achizitionate online nu va putea afecta in mod negativ Cifra de Afaceri realizata in Spatiul Inchiriat respectiv orice astfel de retur/ rambursare nu va scadea/ diminua in nicio circumstanta Cifra de Afaceri realizata in Spatiul Inchiriat. In cazul in care un bun este returnat si in schimbul acestuia clientul cumpara/primeste un alt bun din stocul Spatiului Inchiriat, aceasta vanzare noua/operatiune va fi inclusa/adaugata in Cifra de Afaceri.

**„CONTRIBUTIA PENTRU MARKETING”** inseamna suma stabilita conform Clauzei 5.3 din Sectiunea I, ce urmeaza a se achita lunar de catre Chirias Proprietarului, conform prevederilor Clauzei 7 Sectiunea II, pentru promovarea si publicitatea Centrului Comercial dupa Data Inaugurarii.

**„CONTRIBUTIA PENTRU PUBLICITATEA DE INAUGURARE”** inseamna cheltuielile aferente activitatilor de publicitate si marketing efectuate cu ocazia inaugurarii (extensiei) Centrului Comercial (daca este cazul), in cuantumul specificat in Clauza 5.5.2 din Sectiunea I.

**„COSTUL UTILITATILOR SI SERVICIILOR PE PERIOADA AMENAJARII”** inseamna suma fixa lunara stabilita conform Clauzei 5.5.1 din Sectiunea I, reprezentand costurile suportate de Proprietar pentru serviciile si utilitatile folosite de Chirias in perioada cuprinsa intre Data Predarii si Data Inaugurarii Spatiului Inchiriat.

**„COSTURILE CU SERVICIILE COMUNE”** inseamna toate onorariile, taxele si cheltuielile cu privire la Centrul Comercial, inclusiv dar fara limitare la cele enumerate in Anexa 7, din care se scad cheltuielile privind serviciile comune platite de Spatiile Comerciale de tip Ancora, conform

occupation of the Leased Premises or any part of them.

**„NET TURNOVER”** shall mean the Turnover less (i) the value added tax and (ii) any amount of money reimbursed/refund to a customer upon return of goods purchased in the Leased Premises, provided that such refund does not exceed the sale price of the relevant goods.

For the avoidance of any doubt return of the products sold online will not negatively affect the Turnover achieved in the Leased Premises, respectively any such refund/reimbursement will not decrease/diminish under any circumstance the Turnover achieved in the Leased Premises.

In case a good is returned and in exchange the customer buys another good from the stock of the Leased Premises, this new sale/operation will be included/added in the Turnover.

**„MARKETING CONTRIBUTION”** means the amount established in accordance with Clause 5.3 of Section I, to be paid on a monthly basis by the Tenant to the Landlord, according to the provisions under Clause 7 Section II, for the promotion and advertising of the Commercial Center after the Opening Date.

**„OPENING ADVERTISING CONTRIBUTION”** means the costs related to promoting and advertising activities performed in relation to the opening to the public of the (extension of) Commercial Center (if any), in the amount mentioned in Clause 5.5.2 of Section I.

**„LUMP SUM PROVISIONAL UTILITIES”** means the monthly fixed amount established under Clause 5.5.1 of Section I, representing the costs incurred by the Landlord for the services and utilities used by the Tenant within the period between the Delivery Date and the Opening Date of the Leased Premises.

**„SERVICE COSTS”** mean all fees, taxes and expenses of the Commercial Center, including without limitations the ones listed under Annex 7, minus the amount of service charges paid by the Anchor Commercial Spaces in accordance with the

contractelor de inchiriere incheiate de Proprietar pentru aceste spatii.

**„DATA INAUGURARII”** sau **„DATA INAUGURARII SPATIULUI INCHIRIAT”** reprezinta data la care Spatiul Inchiriat va fi deschis pentru public.

**„DATA INDEXARII”** inseamna 1 (intai) ianuarie din primul an calendaristic care incepe dupa Data Inaugurarii si, dupa aceasta data, 01 (intai) ianuarie din fiecare an calendaristic urmatoare.

**„DATA PREDARII”** reprezinta data stabilita conform Clauzei 4.1 din Sectiunea I la care Proprietarul are obligatia de a-i preda Spatiul Inchiriat Chiriasului si la care Chiriasul are obligatia de a prelua Spatiul Inchiriat de la Proprietar in conformitate cu Clauza 4B din prezenta Sectiune II.

**„DATA SCADENTA”** reprezinta data de 01 (intai) a fiecărei luni calendaristice.

**„DATA SEMNARII”** reprezinta data semnarii prezentului Contract de catre Proprietar care va avea loc dupa data semnarii Contractului de catre Chirias.

**„DURATA CONTRACTULUI”/„DURATA”** are sensul descris in Clauza 3 Sectiunea I, asa cum acesta este detaliat in Clauza 3 din prezenta Sectiune II.

**„EXERCITIU FINANCIAR”** inseamna perioada cuprinsa intre 01 ianuarie si 31 decembrie sau o alta perioada determinata la libera alegere de catre Proprietar si notificata Chiriasului.

**„GARANTIA”** inseamna garantia contractuala care va fi acordata de Chirias Proprietarului pentru suma reprezentand echivalentul in EUR a 3 (trei) luni de Chirie, Cheltuieli Estimate privind Serviciile Comune si Contributie pentru Marketing (inclusiv TVA), indexate periodic, fie sub forma unui depozit de garantie sau a unei garantii bancare neconditionata, irevocabila, transferabila si executorie la prima cerere, eliberata in numele Chiriasului de catre o banca de prima clasa acceptabila pentru Proprietar si in forma atasata ca Anexa 3 la Contract. In cazul constituirii unui depozit de garantie in RON, valoarea Garantiei depusa in RON va fi calculata prin aplicarea cursului

lease agreements concluded by the Landlord for these spaces.

**“OPENING DATE”** or **“OPENING DATE OF THE LEASED PREMISES”** represents the date when the LEASED PREMISES shall be opened to the public.

**„INDEXATION DATE”** means the date of 1 (first) of January of the first calendar year that starts after the Opening Date and after this date, the date of 1 (first) of January from each successive calendar year.

**“DELIVERY DATE”** represents the date established according to the Clause 4.1 of Section I when the Landlord must deliver the Leased Premises to the Tenant and the Tenant must take over the Leased Premises from the Landlord according to Clause 4B of this Section II.

**„DUE DATE”** means the date of 01 (first) of each calendar month.

**„SIGNING DATE”** means the signing date of this Agreement by the Landlord, which will take place after the Lease Agreement is signed by the Tenant.

**„LEASE TERM”/“TERM”** has the meaning ascribed to it in Clause 3 Section I, as detailed in Clause 3 of this Section II.

**“ACCOUNTING YEAR”** means the period commencing on the 1<sup>st</sup> of January and expiring on the 31<sup>st</sup> of December or such other annual period determined by the Landlord’s free choice and notified to the Tenant.

**„GUARANTEE”** means the contractual guarantee which shall be granted by the Tenant to the Landlord for the amount representing the equivalent in EUR of 3 (three) monthly payments of Rent, Provisional Service Charges and Marketing Contribution (including VAT) as indexed periodically, either in the form of a guarantee deposit or as a unconditional, irrevocable, transferable and enforceable at the first demand, bank guarantee issued on behalf of the Tenant by a first class bank acceptable to the Landlord and in the form attached as Annex 3 to the Agreement. In case the Tenant shall constitute a guarantee deposit in RON, the amount of the Guarantee in RON shall be calculated at the

de schimb RON/EUR publicat de Banca Nationala a Romaniei la data constituirii depozitului.

**„INDICELE DE MAJORARE”** inseamna indicele european armonizat al preturilor de consum HICP ALL ITEMS INDEX EU 27 publicat de EUROSTAT. Daca HICP nu poate fi utilizat sau determinat din diverse motive, atunci Proprietarul va adopta un indice care este indicele cel mai asemanator cu HICP privind continutul acestuia pentru a-l inlocui sau va stabili o noua metoda ce va fi utilizata pentru evaluarea oricarei majorari.

**„MANUALUL DE AMENAJARE”** inseamna documentul reprezentand setul de reguli continand specificatiile tehnice si de design dupa cum ar putea fi modificate in mod unilateral in scris de catre Proprietar, in conformitate cu care Chiriasul va intocmi Proiectul de Amenajare si care este anexat la prezentul Contract in Anexa 6.

**„PROCES-VERBAL DE PREDARE-PRIMIRE”** inseamna protocolul/procesul-verbal de receptie ce urmeaza a fi semnat de Parti la Data Predarii, in forma atasata in Anexa 5.

**„PROIECTUL DE AMENAJARE”** inseamna documentatia completa, transmisa Proprietarului atat pe hartie cat si in format editabil (Dwg), impreuna cu toate drepturile de proprietate intelectuala aferente Proiectul de Amenajare care sunt automat cesionate in baza prezentului Contract, cuprinzand planuri de detaliu, planuri de arhitectura, instalatii mecanice si electrice, specificatii si orice alte elemente prevazute de Anexa 6 si in specificatiile tehnice si de design, specifice ale Chiriasului, intocmit de Chirias in scopul executarii lucrarilor de amenajare ale Chiriasului.

**„REGULAMENTUL DE ORDINE INTERIOARA”** inseamna unul sau mai multe seturi de reguli si reglementari scrise referitoare la Centrul Comercial stabilite de Proprietar (anexate la prezentul Contract ca Anexa 4) si furnizate Chiriasului pentru a fi respectate tot timpul de catre acesta, dupa cum ar putea fi modificate periodic in mod unilateral in scris de catre Proprietar, sau schimbate pentru a implementa toate reglementarile aplicabile pentru Centrul Comercial.

RON/EUR exchange rate published by the Romanian National Bank on the day the deposit is established.

**„INCREASE INDEX”** means the European harmonized index of consumer prices HICP ALL ITEMS INDEX EU 27 published by EUROSTAT. If the HICP is not suitable for proper use or undeterminable from various reasons, the Landlord will adopt the most similar index with HICP in what regards to its content to be used instead or a new method of assessing any increase shall be established.

**„FIT-OUT MANUAL”** means the document representing the set of rules containing the technical and design specifications as these may be unilaterally amended in writing by the Landlord, according to which the Tenant shall prepare the Fit Out Project and which is annexed to this Agreement in Annex 6.

**„DELIVERY PROTOCOL”** means the reception minutes/protocol to be signed by the Parties at the Delivery Date, in the form attached as Annex 5.

**„FIT-OUT PROJECT”** means the complete documentation, sent to the Landlord on paper and in format editable (Dwg), together with all intellectual property rights related to the Fit Out Project which are automatically assigned under the present Agreement, containing detailed drawings, architectural, mechanical and electrical layouts specifications and any other elements provided in Annex 6 and the Tenant's technical and design criteria handbook, prepared by the Tenant for the purpose of carrying out the Tenant's fitting out works.

**„INTERNAL REGULATIONS”** means one or several sets of written rules and regulations in respect of the Commercial Center prepared by the Landlord (attached hereto as Annex 4) and provided to the Tenant for the purposed of being observed by the latter at all times, as these may be unilaterally amended in writing by the Landlord from time to time, or vary in order to implement all regulations applicable for the Commercial Center.

„SPATII SI PARTI COMUNE” inseamna in mod colectiv „Spatiile Comune Interioare” si „Spatiile Comune Exterioare”.

„SPATIILE COMUNE INTERIOARE” inseamna toate Traseele de Utilitati, toate echipamentele si toate acele zone situate in cladire care nu sunt inchiriate si care nu deservesc exclusiv un singur chirias, si care includ, fara a se limita la, urmatoarele:

- a) scari, pasaje, coridoare, zone de tranzit, intrari si iesiri, porti, holuri, zone de incarcare si descarcare, precum si alte zone amenajate pentru trecerea libera a persoanelor si/sau a marfurilor;
- b) instalatii si sisteme de climatizare, sisteme electrice, sisteme de telefonie, radio intern, sisteme de conducte si instalatii de toate tipurile, precum si toate si orice alte tipuri de sisteme care cuprind o parte a cladirii si/sau care deservesc cladirea si/sau utilizatorii acesteia;
- c) toalete publice, zone de recreere publica si de divertisment;
- d) zone si sisteme de semnalizare, informare si publicitate;
- e) acoperisuri, subsol, coridoare de serviciu, camere de serviciu, camere pentru transformatoare de putere, centrale telefonice, precum si orice alte camere si zone care deservesc toate sau oricare dintre sistemele care opereaza in cladire;
- f) pereti si ferestre exterioare, fundatii, coloane de constructii, scari, coridoare, intrari si iesiri;

„SPATIILE COMUNE EXTERIOARE” inseamna toate acele zone situate in afara incintei cladirii, destinate utilizarii in comun de catre toti chiriiasii si/sau de catre publicul larg, cu exceptia celor inchiriate, aferente uzului comun, si care vor include, printre altele, urmatoarele:

- a) drumuri interioare, insule de trafic, drumuri de acces, sisteme de iluminat, instalatii si echipamente;
- b) facilitati de parcare in aer liber;

„COMMON AREAS AND PARTS” means collectively the „Interior Common Areas” and the „Exterior Common Areas”.

„INTERIOR COMMON AREAS” means all those Service Routes, all equipment and all areas located within the building which are not leased and which do not serve solely one tenant, and which include, without limiting to the following:

- a) stairways, passageways, corridors, transit areas, entrances and exits, gates, lobbies, loading and unloading areas, and other areas designated for free passage of persons and/or goods;
- b) air-conditioning installations and systems, electrical systems, telephone systems, internal radio, piping and plumbing systems of all types, as well as all and any other types of systems comprising part of the building and/or servicing the building and/or the users thereof;
- c) public toilets, public recreation and entertainment areas;
- d) sign posting, information and advertising areas and systems;
- e) roofs, basement, service corridors, service rooms, power transformer rooms, telephone exchange rooms, and other rooms and areas servicing all or any particular system operating in the building;
- f) external walls and windows, foundations, construction columns, staircases, passageways, entrances and exits;

„EXTERIOR COMMON AREAS” means all those areas located outside the building itself, which are designated for the common use of all tenants and/or by the public, except for the leased ones, which are intended to common use, and which shall include, inter alia, the following:

- a) internal roads, traffic islands, access roads, illumination systems, installations and equipment;
- b) open-air parking facilities;

- c) zone de tranzit, zone de incarcare si descarcare, trotuare;
- d) zone si sisteme de semnalizare, informare si publicitate exterioara etc.

„**SPATIUL INCHIRIAT**” are sensul descris in Clauza 1 din Sectiunea I si detaliat in Clauza 1 din Sectiunea II. Spatiul Inchiriat este identificat doar in scop de informare in Anexa 2. Chiriasului ii este cunoscut si accepta ca planurile Centrului Comercial si ale SPATIULUI INCHIRIAT pot fi modificate in conformitate cu prevederile prezentului Contract.

„**TRASEELE UTILITATILOR**” inseamna toate canalele, firele, cablurile, conductele, fluxurile de canalizare, rigole, tevi de evacuare, jgheaburi, tuburi, instalatii electrice si orice alte canale conducatoare.

„**ZI LUCRATOARE**” inseamna orice zi (alta decat sambata sau duminica sau sarbatorile publice) in care bancile din Romania sunt deschise publicului pentru operatiuni comerciale.

#### **INTERPRETARE:**

- (i) Acolo unde este necesar, cuvintele folosite la singular vor include si pluralul si vice versa. Cuvintele la genul masculin vor include si genul feminin, iar cuvintele la genul feminin vor include si genul masculin. Trimiterile la orice persoana vor fi considerate ca fiind facute si la succesorii sau cesionarii autorizati ai acesteia.
- (ii) Orice obligatie din prezentul Contract care trebuie indeplinita intr-o zi care nu este o Zi Lucratoare va fi amanata pana la prima Zi Lucratoare care urmeaza.

### **1. OBIECTUL CONTRACTULUI / SPATIUL INCHIRIAT**

**1.1.** Proprietarul acorda un drept de folosinta si inchiriaza Spatiul Inchiriat Chiriasului exclusiv si doar in scop comercial pe parcursul Duratei Contractului, iar Chiriasul incheie prezentul Contract in scopul desfasurarii Activitatii Comerciale in Spatiul Inchiriat, obligandu-se in schimb sa achite catre Proprietar obligatiile financiare

- c) transit areas, loading and unloading areas, pavements;
- d) exterior sign posting, information and advertising areas and systems etc.

„**LEASED PREMISES**” has the meaning ascribed to it under Clause 1 of Section I and detailed in Clause 1 of Section II. The Leased Premises is identified for information purposes in Annex 2. The Tenant knows and accepts that the plans of the Commercial Center and the object of this lease can be modified according to the provisions of the present Agreement.

„**SERVICE ROUTES**” means all sewers, drains, pipes, gullies, gutters, ducts, mains, channels, wires, cables, conduits, flues and any other conducting media.

„**BUSINESS DAY**” means each day (other than Saturday or Sunday or public holidays) on which the banks in Romania are open to the public for commercial operations.

#### **INTERPRETATION:**

- (i) Where the case, words importing the singular number only shall include the plural and vice versa. Words importing the masculine gender shall include the feminine and neuter genders and vice versa. Words importing persons shall include individuals, partnerships, associations, trusts, unincorporated organizations and companies and vice versa.
- (ii) Any obligation under this Agreement which is to be done in a day which is not a Business Day, shall be postponed until the first following Business Day;

### **1. SCOPE OF AGREEMENT / LEASED PREMISES**

**1.1.** During the Lease Term, the Landlord is granting a use right and is renting the Leased Premises to the Tenant, for commercial purposes exclusively, and the Tenant is entering into this Agreement for the purpose of conducting the Commercial Activity within the Leased Premises, undertaking in exchange to pay the

enumerate in Clauza 5 din Sectiunea I si orice alte costuri potrivit prezentului Contract.

- 1.2. Chiriasul va detine liber si netulburat Spatiul Inchiriat numai pentru desfasurarea Activitatii Comerciale pe Durata Contractului, cu conditia de a plati integral si la timp toate sumele datorate in conformitate cu prezentul Contract si de a-si indeplini toate celelalte obligatii contractuale si legale.
- 1.3. Chiriasul va avea de asemenea dreptul neexclusiv (ce va fi exercitat in comun cu Proprietarul si cu toate persoanele care beneficiaza de drepturi similare) in conditiile si termenii prezentului Contract de Inchiriere de a utiliza Spatiile si Partile Comune desemnate de Proprietar pentru utilizarea de catre chiriasii Centrului Comercial, insa Chiriasul nu le va obstructiona in niciun mod si nici nu va impiedica in nici un fel accesul in si din Centrul Comercial.
- 1.4. Partile inteleg prin prezentul ca Spatiul Inchiriat este indicat doar in scop de informare in Anexa 2, fiind agreeat faptul ca amplasarea/ suprafata/ forma si numarul Spatiului Inchiriat se pot schimba inainte si dupa Data Inaugurarii, pentru a indeplini dispozitiile/ deciziile oricarei autoritati si orice cerinte tehnice care pot aparea in timpul constructiei sau care pot fi solicitate din motive de siguranta si/sau pe parcursul transformarilor interne rezultate din reamenajarea sau reorganizarea Centrului Comercial sau datorate unor aspecte exterioare ce pot aparea pe durata executarii prezentului Contract, aceste modificari nefiind supuse acordului Chiriasului. Proprietarul va notifica Chiriasul cu 15 (cincisprezece) zile inainte de producerea unei asemenea modificari/ relocari, iar Chiriasul nu va putea refuza o asemenea modificare/ relocare. Aparitia situatiei de mai sus il obliga pe Chirias ca in termen de

Landlord the financial obligations listed in Clause 5 of Section I and any other costs according to this Agreement.

- 1.2. The Tenant may peaceably hold and enjoy the Leased Premises only for the Commercial Activity, during the Lease Term, under the condition of paying in a complete and timely manner all the due amounts, specified in this Agreement, and of complying to its other contractual and legal obligations.
- 1.3. The Tenant will have the non-exclusive right (together with the Landlord and all persons having similar rights) under the conditions and terms of this Lease Agreement to use the Common Areas and Parts as designated by the Landlord for the use of the tenants of the Commercial Center, but the Tenant shall neither obstruct the Common Areas and Parts nor hinder access to and from the Commercial Center in any other way.
- 1.4. The Parties hereby understand that the Leased Premises are indicated in Annex 2 only for information purposes, being agreed that the location/ shape/ area and the identification number attributed to the Leased Premises can be modified before and after the Opening Date, in order to comply with the orders/ decisions of any authority and any technical requirements that may arise during the construction and/or as a result of the internal transformations, redevelopment and reorganization of the Commercial Center, or as a result of external factors that can appear during the performance of this Agreement, all the above changes not being submitted to the Tenant's approval. Such a change/ relocation shall be notified by the Landlord to the Tenant 15 (fifteen) days prior to its occurrence, the Tenant not being entitled to refuse such a change/ relocation. The occurrence of the event defined above shall

15 (cincisprezece) zile de la data primirii instiintarii privind modificarea/ relocarea sa incheie cu Proprietarul un act additional la prezentul Contract, in aceleasi conditii si termene ca in prezentul Contract de Inchiriere, cu exceptia situatiei in care noul spatiu inchiriat are alta suprafata decat Spatiul Inchiriat initial, caz in care toate costurile suportate de Chirias se vor calcula pe baza noii suprafete a Spatiului Inchiriat.

oblige the Tenant to enter, within 15 (fifteen) days of the date of receiving the notice related to the change/ relocation, into an amendment to the Lease Agreement with the Landlord, on the same terms and conditions as this Lease Agreement, except for the case where the new leased premises have another area compared with the initial Leased Premises, situation in which all the costs incurred by the Tenant will be calculated based on the new area of the Leased Premises.

## **2. UTILIZAREA SPATIULUI INCHIRIAT**

- 2.1.** Spatiul Inchiriat va fi utilizat exclusiv pentru Activitatea Comerciala.
- 2.2.** Orice schimbare in tipul de activitate comerciala desfasurata de catre Chirias in Spatiul Inchiriat va putea fi facute numai cu acordul prealabil scris al Proprietarului. Schimbarea marcii/ brandului sub care Chiriasul opereaza Spatiului Inchiriat va putea fi facuta numai cu acordul prealabil scris al Proprietarului.
- 2.3.** Chiriasul declara si garanteaza ca are dreptul de a utiliza in mod valabil marca si/ sau numele magazinului mentionat(e) in Clauza 2.1 din Sectiunea I si orice elemente grafice legate de acestea. De asemenea, Chiriasul are obligatia de a pune la dispozitia Proprietarului, oricand la cererea acestuia, iar Proprietarul va avea dreptul de a utiliza, in mod liber si fara niciun fel de pretentii din partea Chiriasului, sigla sau logo-ul acestuia din urma, precum si orice alte elemente de identitate vizuala, in vederea promovarii Centrului Comercial sau in cazul in care poate fi folosit in cadrul oricarui eveniment de marketing organizat de Proprietar.

## **3. DURATA CONTRACTULUI**

- 3.1.** Prezentul Contract este incheiat pentru o perioada fixa de inchiriere a Spatiului

## **2. USE OF LEASED PREMISES**

- 2.1.** The Leased Premises shall be used exclusively for the Commercial Activity.
- 2.2.** Any change in the type of commercial activity carried out by the Tenant within the Leased Premises may only be done with the Landlord's prior written approval. The change of the brand/ name under which the Tenant operates the Leased Premises shall be made only with prior written approval of the Landlord.
- 2.3.** The Tenant declares and warrants that it has the right to validly use the brand name and/ or the branded shop mentioned under Clause 2.1 of Section I and any related graphic elements. Also, the Tenant has the obligation of presenting to the Landlord, at any time at the request of the latter, and the Landlord shall have the right freely use and without any kind of claims, the Tenant's logo or brand name or any other visual identity elements, needed by the Landlord in order to promote the Commercial Center or in case it can be used in any marketing event organized by the Landlord.

## **3. LEASE TERM**

- 3.1.** This Agreement is concluded for a fixed lease term of the Leased Premises set forth at

Inchiriat prevazuta in Clauza 3 din Sectiunea I, calculata incepand cu Data Inaugurarii.

**3.2.** Partile convin in mod irevocabil prin prezentul ca pe tot parcursul Duratei Contractului, cu exceptia situatiei prevazute de Clauza 4.4 de mai jos, Chiriasul nu are dreptul de a denunta unilateral Contractul. In cazul in care Chiriasul va denunta unilateral Contractul sunt aplicabile dispozitiile Clauzei 22.8 din prezenta Sectiune II. In plus, Partile convin in mod expres ca prevederile tacitei relocatiuni nu sunt aplicabile acestui Contract.

**3.3.** Contractul va inceta la expirarea Duratei, iar Proprietarul va fi autorizat sa inchirieze Spatiul Inchiriat oricarui tert, in termenii si conditiile convenite cu un astfel de tert, inclusiv, inasa fara limitare, pentru o chirie care poate fi inferioara fata de Chiria stabilita potrivit prezentului Contract. Pentru evitarea oricarui dubiu Proprietarul nu va acorda Chiriasului niciun drept de preferinta cu privire la Spatiul Inchiriat indiferent de motivul incetarii Contractului, iar Chiriasul renunță in mod expres la invocarea prevederilor art. 1778 alin. (3) Cod Civil coroborat cu art. 1828 Cod Civil. Chiriasul declara in mod expres ca intelege si accepta prevederile prezentei Clauze.

#### **4. DATA INAUGURARII**

##### **A. INAUGURAREA SPATIULUI INCHIRIAT**

**4.1.** Proprietarul va depune toate eforturile ca Data Predarii sa survina in intervalul calendaristic specificat in Clauza 4.1. din Sectiunea I. Pentru evitarea oricarui dubiu, intervalul calendaristic specificat in Clauza 4.1. din Sectiunea I nu este obligatoriu pentru Proprietar, acesta din urma putand stabili, dupa propria sa apreciere Data Predarii intr-un alt interval calendaristic.

Clause 3 of Section I, calculated starting with the Opening Date.

**3.2.** The Parties hereby irrevocably agree that during the Lease Term, except for the case provided under Clause 4.4 below, the Tenant will not be entitled to unilaterally terminate the Agreement. In case the Tenant unilaterally terminates the agreement, the provisions of Clause 22.8 of this Section II shall apply. In addition, the Parties expressly agree that the provisions related to the tacit prorogation shall not apply in relation to this Agreement.

**3.3.** The Agreement ceases at the expiration of the Lease Term and the Landlord is hereby authorized to lease the Leased Premises to any third party, under the terms and conditions agreed with such a third party, including but not limited to a rent which can be lower than the Rent agreed under this Agreement. For the avoidance of any doubt, the Landlord shall not grant to the Tenant any preference right with respect to the Leased Premises, regardless of the termination reason, and the Tenant expressly waives the right to invoke the provisions of art. 1778 para (3) from the Civil Code corroborated with art. 1828 Civil Code. The Tenant expressly declares that he acknowledges and accepts the provisions of this Clause.

#### **4. OPENING DATE**

##### **A. OPENING OF THE LEASED PREMISES**

**4.1.** The Landlord shall use its best effort in order for the Delivery Date to take place within the calendar interval specified in Clause 4.1 of Section I. For the avoidance of any doubt the time interval specified in Clause 4.1. of Section I is not binding for the Landlord, the latter may establish, at its discretion the Delivery Date within another time interval.

**4.2.** Proprietarul va notifica Chiriasul in legatura cu ziua exacta a Datei Predarii in avans.

**4.3.** In cazul in care Proprietarul (i) nu preda Spatiul Inchiriat la Data Predarii sau (ii) nu stabileste Data Predarii in intervalul calendaristic sau la data specificata in Clauza 4.1 din Sectiunea I, Proprietarul va beneficia de o perioada suplimentara de 8 (opt) luni pentru a preda Spatiul Inchiriat Chiriasului, fiind convenit in mod expres faptul ca, in aceasta perioada Chiriasul nu va avea dreptul de a rezilia prezentul Contract de Inchiriere.

**4.4.** La expirarea perioadei de gratie de 8 (opt) luni mentionate mai sus, in cazul in care Spatiul Inchiriat nu este predat, ambele Parti vor avea dreptul de a inceta Contractul de Inchiriere, in baza unei notificari scrise transmise celeilalte Parti in acest sens. Contractul va fi incetat la primirea notificarii de denuntare, fara nicio alta formalitate necesara si fara interventia vreunei instante de judecata. Niciuna dintre Parti nu va avea dreptul sa solicite celeilalte Parti vreo despagubire sau alta plata ca urmare a incetarii in conditiile prezentei Clauze. Fara a aduce atingere celor de mai sus, Chiriasul poate inceta unilateral prezentul Contract in conformitate cu prezenta Clauza 4.4 doar dupa trecerea unei perioade de remediere de 30 (treizeci) de zile in favoarea Proprietarului de la notificarea emisa de Chirias in acest sens.

#### **B. PREDAREA SPATIULUI INCHIRIAT**

**4.5.** Chiriasul declara ca a vizitat amplasamentul si a examinat toate desenele si documentatia tehnica relevante, le-a inteles si prin urmare detine toate informatiile si documentele cu privire la caracteristicile Spatiului Inchiriat construit sau ce urmeaza a fi construit, inainte de semnarea prezentului Contract si este de acord cu aceste caracteristici.

**4.2.** The Landlord shall notify the Tenant in relation with the exact day of the Delivery Date in advance.

**4.3.** If the Landlord does not deliver the Leased Premises upon the Delivery Date or (iii) the Landlord does not establish the Delivery Date within the calendar interval or at the date specified in Clause 4.1 of Section I, the Landlord shall benefit of an additional period of 8 (eight) months to deliver the Leased Premises to the Tenant, being explicitly agreed that, during this period, the Tenant will not be entitled to terminate the Lease Agreement.

**4.4.** Upon the expiry of the 8 (eight) months grace period mentioned above, in case the Leased Premises is not delivered, both Parties shall be entitled to terminate the Lease Agreement, by sending written notice to the other Party in this respect. The Agreement shall be terminated upon receipt of the termination notice, no other formality or the intervention of a court of law being required. Neither Party shall be entitled to claim any damage indemnification or other amounts from the other party as a consequence of the termination under this Clause. Notwithstanding the above, the Tenant may unilaterally terminate this Agreement in accordance with this Clause 4.4 only upon the elapse of a 30 (thirty) days remedy period in favour of the Landlord from the Tenant's notice in this respect.

#### **B. DELIVERY OF THE LEASED PREMISES**

**4.5.** The Tenant states that it previously visited the location and examined the relevant drawings, technical documentation, that it understood them and therefore it was in possession of all information and documents regarding the characteristics of the constructed or to be constructed Leased Premises, prior to signing this Agreement, and agrees with such characteristics.

**4.6.** Predarea Spatiului Inchiriat la Data Predarii va avea loc doar in urmatoarele conditii:

**4.6.1.** Chiriasul sa fi platit Proprietarului

- (i) sumele prevazute in Sectiunea I; si
- (ii) orice alte sume datorate de Chirias in baza prezentului Contract pana la data respectiva.

**4.6.2.** Proiectul de Amenajare al Chiriasului atat pe hartie cat si in format editabil (Dwg) sa fi fost predat de catre Chirias Proprietarului si aprobat de catre Proprietar in conformitate cu prevederile Clauzei 17 de mai jos. In consecinta, si fara a prejudicia orice alte remedii disponibile Proprietarului in baza prezentului Contract, in cazul neplatii oricareia dintre sumele sus-mentionate si/sau in lipsa Proiectului de Amenajare si/sau in lipsa aprobarii Proiectului de Amenajare, Proprietarul va avea dreptul sa refuze predarea Spatiului Inchiriat catre Chirias si sa amane Data Predarii pana la achitarea integrala de catre Chirias a tuturor sumelor mentionate mai sus si/sau respectiv la aprobarea Proiectului de Amenajare, sa aplice penalitatile prevazute conform Clauzei 23.5 din prezenta Sectiune II si/sau sa rezilieze Contractul in conditiile Clauzei 22.2 din prezenta Sectiune II.

**4.7.** In cazul in care Chiriasul nu este prezent la Data Predarii stabilita in conformitate cu prevederile prezentului Contract, Proprietarul va avea dreptul de a opta, unilateral, pentru una din urmatoarele actiuni, fara ca prin aceasta sa fie afectate oricare dintre celelalte drepturi ale Proprietarului:

- (i) sa notifice Chiriasul cu privire la o noua data a predarii. In situatia in care Chiriasul nu este prezent la

**4.6.** The Delivery of the Leased Premises at the Delivery Date takes place subject to:

**4.6.1.** The Tenant having paid to the Landlord

- (i) the amounts provided in Section I; and
- (ii) any other amounts payable by the Tenant based on this Agreement until that date.

**4.6.2.** The Tenant's Fit-Out Project on paper and in editable format (Dwg) having been delivered by the Tenant to the Landlord and approved by the Landlord in accordance with Clause 17 below. Thus, without prejudice any other remedies available to the Landlord according to this Agreement, in case of failure to pay any amount mentioned above and/or in case of absence of the Tenant's Fit Out Project and/or the absence of the approval of the Fit Out Project, the Landlord shall have the right to refuse delivery of the Leased Premises to the Tenant and to postpone the Delivery Date until the full payment by the Tenant of all the amounts mentioned above and/or, respectively approving the Fit Out Project, to apply the penalties as per Clause 23.5 of this Section II and/ or to terminate the Agreement according to Clause 22.2 of this Section II.

**4.7.** If the Tenant is not present on the Delivery Date established in accordance with this Agreement, the Landlord shall have the right to unilaterally choose one of the following actions, notwithstanding any of the other rights of the Landlord:

- (i) to notify the Tenant with respect to a new delivery date. In the event that the Tenant is not present at the new

noua Data a Predarii astfel stabilita, preluarea Spatiului Inchiriat va fi considerata ca fiind acceptata de catre Chirias fara niciun viciu/ nicio deficiente si va fi consemnata prin Procesul-Verbal de Predare Primire care va fi semnat de catre Proprietar in numele Chiriasului;

In cazul in care Data Predarii este amanata/intarziata din culpa Chiriasului, acest lucru nu va influenta obligatia Chiriasului de a deschide Spatiul Inchiriat publicului la Data Inaugurarii si nu va intarzia plata oricaror sume datorate in baza prezentului Contract.

- (ii) sa rezilieze Contractul in conditiile Clauzei 22.2 din prezenta Sectiunea II, ne reprezentarea Chiriasului la Data Predarii fiind considerata un Caz de Neexecutare din Partea Chiriasului.

**4.8.** La Data Predarii, Proprietarul va informa Chiriasului suprafata exacta a Spatiului Inchiriat ce a rezultat in urma masuratorilor, suprafata ce va fi mentionata in Procesul-Verbal de Predare - Primire.

**4.9.** Masurarea Spatiului Inchiriat se bazeaza pe regulile internationale de stabilire a suprafetei brute de inchiriat, insemnand ca suprafata totala a Spatiului Inchiriat va fi masurata: i) de la axa mediana a peretilor despartitori dintre Spatiul Inchiriat si alte spatii inchiriate, ii) de la limita exterioara a peretilor periferali exteriori, care separa Spatiul Inchiriat de exterior sau de alte spatii, precum Spatiile si Partile Comune, respectiv iii) de la linia exterioara a fatadei/vitrinei Spatiului Inchiriat. Amprenta la sol a stalpilor de rezistenta interiori, coloane structurale si orice partitii sau separari/pereti despartitori din cadrul Spatiului Inchiriat sunt incluse in aria

Delivery Date established, the taking over the Leased Premises will be deemed to be accepted by the Tenant without any flaw/no deficiency and will be recorded in the Delivery Protocol which will be signed by the Landlord on behalf of the Tenant;

In case the Delivery Date is postponed/delayed due to the Tenant's fault, this shall not influence the Tenant's obligation to open the Leased Premises to the public on the Opening Date and shall not delay the payment of any due amounts under the present Agreement.

- (ii) to terminate the Agreement under the terms of Clause 22.2 of this Section II, the absence of the Tenant at the Delivery Date being considered as a Tenant Event of Default.

**4.8.** On the Delivery Date, the Landlord shall inform the Tenant with respect to the exact area of the Leased Premises resulted from measurements, area that will be mentioned in the Delivery Protocol.

**4.9.** The measurement of the Leased Premises is based on international rules for determining gross rentable area, meaning that the total area of the Leased Premises will be measured: i) from the median axis of separation walls between the Leased Premises and other leased spaces, ii) the outer limit the outer peripheral walls that separate the Leased Premises of other spaces, and also the Common Areas and Parts iii) the outside line of the facade/showcase of the Leased Premises. The footprint of the inner pillar, structural columns and any partitions or separations/walls of the Leased Premises are included in the area of the Leased

Spatiului Inchiriat. O marja de variatie acceptabila de (+)/ (-) 5 (cinci) % va fi permisa in ceea ce priveste suprafata masurata a Spatiului Inchiriat fata de suprafata mentionata in Clauza 1.2 din Sectiunea I. Pentru evitarea oricarui dubiu, toate obligatiile de plata potrivit prezentului Contract, vor fi calculate in functie de suprafata Spatiului Inchiriat, astfel cum este masurata de Proprietar la Data Predarii si mentionata in Procesul-Verbal de Predare - Primire.

**4.10.** Predarea Spatiului Inchiriat va avea loc pe baza Procesului-Verbal de Predare-Primire, semnat de ambele Parti (cu exceptia cazului prevazut in Clauze 4.7(i) de mai sus), prin care Chiriasul confirma ca a preluat Spatiul Inchiriat in conformitate cu prevederile prezentului Contract.

**4.11.** Proprietarul va remedia deficientele/ viciile specificate in Procesul-Verbal de Predare-Primire intr-o perioada rezonabila de timp, in functie de natura deficientelor. Chiriasul va permite Proprietarului sa remedieze deficientele respective, fara a solicita vreo despagubire Proprietarului.

**4.12.** Chiriasul va permite contractantilor Proprietarului accesul nerestricționat pentru a executa orice lucrare restanta la Spatiul Inchiriat.

**4.13.** Pentru evitarea oricarui dubiu, Partile inteleg ca o data cu predarea Spatiului Inchiriat in conformitate cu prezenta Clauza, Proprietarul a transmis posesia asupra Spatiului Inchiriat precum si toate drepturile si obligatiile aferente conform Contractului.

### **C. INAUGURAREA SPATIULUI INCHIRIAT**

**4.14.** Lucrarile de amenajare efectuate de catre Chirias trebuie finalizate complet in termenul prevazut in Clauza 4.5 din Sectiunea I (stadiu de functionare), sub

Premises. An acceptable variation margin (+)/ (-) 5 (five) % of the area specified under Clause 1.2 of Section I, shall be allowed in respect of Leased Premises measured area. For the avoidance of any doubt, all payment obligations under this Agreement shall be calculated according to the area of the Leased Premises, as measured by the Landlord at the Delivery Date and mentioned in the Delivery Protocol.

**4.10.** The delivery of the Leased Premises will take place based on the Delivery Protocol signed by both Parties (except as provided in Clause 4.7(i) above), according to which the Tenant confirms the taking over of the Leased Premises in accordance with the provisions of this Agreement.

**4.11.** The Landlord shall remedy the deficiencies/defects specified in the Delivery Protocol within a reasonable period of time, depending on the nature of the deficiencies. The Tenant will allow the Landlord to remedy those deficiencies without requiring any compensation to the Landlord.

**4.12.** The Tenant will allow the Landlord's contractors unrestricted access to execute any outstanding work to the Leased Premises.

**4.13.** For the avoidance of any doubt, the Parties understand that when delivering the Leased Premises in accordance with this Clause, the Landlord has transferred the possession over the Leased Premises together with all arising rights and obligations, according to the Agreement.

### **C. OPENING OF THE LEASED PREMISES**

**4.14.** The fit-out works performed by the Tenant shall be fully completed within the term provided in Clause 4.5 of Section I (functioning state), under the sanction of per

sanctiunea aplicarii de penalitati pe zi de intarziere conform prevederilor Clauzei 23.5 (iii) din prezenta Sectiune II.

**4.15.** Chiriasul se angajeaza prin prezentul Contract sa-si inceapa Activitatea Comerciala in Spatiul Inchiriat si sa-l inaugureze la Data Inaugurarii.

## **5. CHIRIA**

**5.1.** Chiriasul datoreaza Proprietarului pentru fiecare luna in parte, Chiria dupa cum urmeaza:

- (i) **Chiria de Baza**, in cuantumul: (i) specificat in Clauza 5.1.1 din Sectiunea I din prezentul Contract sau (ii) rezultat conform Clauzei 10.5 din prezenta Sectiunea II. Cuantumul respectiv este indexat anual conform prevederilor Clauzei 10 de mai jos;

sau

- (ii) **Chiria in functie de Cifra de Afaceri** calculata prin inmultirea coeficientului prevazut in Clauza 5.1.2 din Sectiunea I cu Cifra de Afaceri Neta realizata in luna respectiva.

**5.2.** Pentru fiecare luna in parte, Chiria datorata va fi cea mai mare valoare dintre Chiria de Baza si Chiria in functie de Cifra de Afaceri pentru luna respectiva.

**5.3.** Chiriasul ii va comunica Proprietarului cel tarziu in cea de-a 5-a zi a lunii urmatoare Cifra de Afaceri Neta din luna de referinta impreuna cu documentele justificative ce au stat la baza calculului Cifrei de Afaceri lunare, incluzand dar fara a se limita la: raportul fiscal de inchidere zilnica (raportul „z”) emis de casele de marcat, raportul fiscal lunar, precum si cu o declaratie pe proprie rapundere semnata de reprezentantul legal si certificata de catre directorul financiar al Chiriasului, confirmand Cifra de Afaceri Neta comunicata, sub sanctiunea aplicarii de

day delay penalties according to Clause 23.5 (iii) of this Section II.

**4.15.** The Tenant undertakes according to this Agreement to begin its Commercial Activity in the Leased Premises and to open them at the Opening Date.

## **5. THE RENT**

**5.1.** The Tenant owes to the Landlord, for each month, the Rent as follows:

- (i) **The Base Rent**, in the amount: (i) specified at Clause 5.1.1 of Section I of this Agreement or (ii) resulted according to Clause 10.5 of this Section II. Such amount is yearly indexed according to Clause 10 below;

or

- (ii) **The Turnover Rent** calculated by multiplying the coefficient mentioned in Clause 5.1.2 of Section I with the Net Turnover Rent achieved in the respective month.

**5.2.** For each month, the owed Rent shall be the highest value between the Base Rent and the Turnover Rent for the respective month.

**5.3.** The Tenant shall notify to the Landlord the Turnover of the reference month at the latest by the 5<sup>th</sup> of the following month together with all documents used by the Tenant in determining the monthly Turnover, including but without limitation the following: the fiscal daily report (the “z” report) issued by the fiscal machine, the monthly fiscal report together with an own liability statement of the Tenant signed by the legal representative and certified by the financial director of the Tenant, confirming the notified Turnover, under the sanction of

penalitati pe zi de intarziere conform prevederilor Clauzei 23.5 din prezenta Sectiune II. La Data Inaugurarii sau, oricand, la cererea Proprietarului, Chiriasul are obligatia de comunica: (i) numărul total al caselor de marcat fiscalizate pe care le foloseste in Spațiul Inchiriat, indiferent de tipul operațiunilor/ tranzacțiilor care se marchează pe acestea si (ii) seria fiscală a fiecărei case de marcat fiscalizată, existentă în Spațiul Închiriat. Chiriasul are, de asemenea, obligatia de a informa Proprietarul in termen de maxim 5 (cinci) zile cu privire la orice fel de modificari in legatura cu situatia mentionata la lit. (i) si lit (ii) din prezenta Clauza 5.3.

**5.4.** Proprietarul are dreptul sa dispuna efectuarea unui audit independent al inregistrarilor contabile ale Chiriasului de catre un auditor independent numit de Proprietar. Costul unui astfel de audit va fi suportat de catre Proprietar, cu exceptia cazurilor urmatoare in care costul va fi suportat de Chirias:

- (i) in cazul in care se constata ca Cifra de Afaceri Neta declarata pentru orice perioada relevanta este mai mica cu cel putin 3% (trei la suta) decat valoarea efectiva sau
- (ii) la data inceperii unui astfel de audit, Chiriasul nu i-a furnizat Proprietarului orice declaratie sau document cu privire la Cifra de Afaceri Neta, care trebuia furnizata in baza prezentului Contract.

**5.5.** Cifra de Afaceri stabilita de catre auditorul independent va fi utilizata doar in scopul stabilirii Chiriei in functie de Cifra de Afaceri.

**5.6.** In cazul in care se constata ca Cifra de Afaceri declarata pentru orice perioada relevanta este mai mica cu cel putin 3% (trei

applying for each day of delay pursuant to Clause 23.5 of this Section II. At the Opening Date or, anytime, at the Landlord's request, the Tenant has the obligation to communicate: (i) the total number of the fiscal cash machines used in the Leased Premises, regardless of the type of operations/ transactions registered through it and (ii) the serial number of each fiscal cash machine existing in the Leased Premise. The Tenant also has the obligation to inform the Landlord within maximum 5 (five) days regarding any changes in connection with the situation mentioned under letters (i) and letter (ii) of the present Clause 5.3.

**5.4.** The Landlord has the right to cause an independent audit to be made of the Tenant's accounts records by an independent auditor appointed by the Landlord. The cost of such audit shall be borne by the Landlord except for the following cases in which the cost will be borne by the Tenant:

- (i) if the Turnover declared for any relevant period is found to have been understated by more than 3% (three percent) from the actual value or
- (ii) at the time of commencement of such audit, the Tenant is in default of delivery to the Landlord of any statement or document in respect of the Turnover required pursuant to this Agreement.

**5.5.** The Turnover as determined by the independent auditor shall be used only for the purpose of calculating the Turnover Rent.

**5.6.** If the Turnover for any relevant period is found to have been understated by more than 3% (3 percent) than the actual value,

la suta) decat valoarea efectiva, fara a prejudicia orice remediu suplimentar ar avea Proprietarul potrivit acestui Contract, Chiriasul ii va plati Proprietarului o penalizare in quantum egal suma aferenta Chiriei datorate pentru 6 (sase) luni.

- 5.7. In cazul in care Cifra de Afaceri realizata in Spatiul Inchiriat este: (i) mai mica de 1.200 Euro/ mp/ 12 luni consecutive daca suprafata Spatiului Inchiriat este mai mica de 400 mp; sau (ii) mai mica de 800 Euro/ mp/ 12 luni consecutive daca suprafata Spatiului Inchiriat este mai mare de 400 mp, Partile agreeaza in mod expres ca Proprietarul va avea dreptul de a denunta Contractul de Inchiriere, in baza unei notificari scrise transmise Chiriasului in acest sens. Contractul va fi considerat denuntat la primirea notificarii de denuntare, fara sa fie necesara nicio hotarare judecatoreasca sau orice alta formalitate.

## 6. CHELTUIELILE PRIVIND SERVICIILE COMUNE

- 6.1. Chiriasul este obligat sa plateasca Cheltuielile privind Serviciile Comune. In acest scop, Chiriasul va plati lunar Cheltuielile Estimate privind Serviciile Comune care pentru primul Exercitiu Financiar au valoarea specificata in Clauza 5.2.1 din Sectiunea I a Contractului si pentru urmatoarele Exercitii Financiare vor avea valoarea comunicata conform Clauzelor 5.2.2 din Sectiunea I si 6.4 din Sectiunea II.
- 6.2. Proprietarul si/sau Administratorul Centrului va fi indreptatit sa perceapa taxe pentru orice servicii aditionale care nu sunt cuprinse in Cheltuielile privind Serviciile Comune prevazute in prezentul Contract, daca aceste servicii sunt solicitate de catre Chirias si aprobate de catre Proprietar, pe baza consumului lunar al acestor servicii de catre Chirias, la costurile agreeate in scris de catre Parti anterior consumului de servicii.

without prejudice to any additional remedy of the Landlord pursuant to this Agreement, the Tenant shall pay to the Landlord a penalty amounting to the amount of the Rent owed for 6 (six) months.

- 5.7. If the Turnover Rent achieved in the Leased Premises is: (i) less than 1,200 Euro/sq.m/12 consecutive months if the area of the Leased Premises is less than 400 sq.m; or (ii) less than 800 Euro/ sq.m/ 12 consecutive months if the area of the Leased Premises is greater than 400 sq.m, the Parties expressly agree that the Landlord shall have the right to terminate the Lease Agreement, based on the written notification sent to the Tenant in this regard. The Lease Agreement is considered terminated upon receipt of the termination notification, no court decision or any other formality being necessary.

## 6. SERVICE CHARGES

- 6.1. The Tenant is obliged to pay the Services Charges. For this purpose, the Tenant shall pay on a monthly basis the Provisional Services Charges which for the first Accounting Year have the value specified under Clause 5.2.1 of Section I of the Agreement and for the next Accounting Years shall have the value communicated according to Clauses 5.2.2. of Section I and 6.4 of Section II.
- 6.2. The Landlord and/or the Center Manager shall be entitled to lay taxes for any additional services which are not comprised by the Services Charges provided herein, if such services are requested by the Tenant and approved by the Landlord, on the basis of the monthly consumption such services by the Tenant, on rates agreed by the Parties in writing prior to the consumption of such services.

**6.3.** Contabilitatea Cheltuielilor privind Serviciile Comune va fi pastrata pe principiul „open book” / in mod transparent iar modul de calcul va fi pus la dispozitie potrivit prevederilor Clauzei 6.6 din prezenta Sectiune II.

**6.4. Regularizarea**

**6.4.1.** Proprietarul va calcula suma finala a Cheltuielilor privind Serviciile Comune, pentru fiecare Exercitiu Financiar aferent Duratei, iar in cazul in care numai o parte dintr-un Exercitiu Financiar este cuprinsa in Durata, Cheltuielile privind Serviciile Comune vor reprezenta cheltuielile privind servicii aferente anului respectiv impartite la 365 sau 366 de zile (dupa caz) si inmultite cu numarul de zile din anul respectiv cuprins in Durata Contractului.

**6.4.2.** Fara a aduce atingere celor de mai sus, Proprietarul are dreptul sa efectueze regularizarea Cheltuielilor privind Serviciile Comune pentru Exercitiul Financiar in care are loc Data Inaugurarii impreuna cu regularizarea pentru primul Exercitiu Financiar complet, precum si pentru Exercitiul Financiar in care are loc incetarea Contractului.

**6.4.3.** In cazul in care Proprietarul anticipeaza, la un anumit moment, o evolutie semnificativ diferita pentru Cheltuielile privind Serviciile Comune fata de cea avuta in vedere la transmiterea ultimei notificari cu privire la valoarea Cheltuielilor Estimate privind Serviciile Comune, Proprietarul va avea dreptul sa transmita o noua notificare in acest sens, care va produce efecte pentru perioada ramasa din Exercitiul Financiar. In acest sens, Proprietarul are dreptul sa realizeze o regularizare intermediara la data transmiterii

**6.3.** The accountancy of the Services Charges shall be kept in the “open book” manner/ transparently, the accounting manner shall be available pursuant to the provisions of Clause 6.6 of this Section II.

**6.4. Adjustment**

**6.4.1.** The Landlord will calculate the final amount of the Services Charges, for each Accounting Year of the Lease Term and, if only part of the Accounting Year falls within the Lease Term, the Services Charges shall be the Service Costs for such year divided by 365 or 366 days (as appropriate) and multiplied by the number of days of that year within the Lease Term.

**6.4.2.** Notwithstanding the above, the Landlord is entitled to perform adjustment of the Service Charge for the Accounting Year when the Opening Date occurred, together with the adjustment for the first complete Accounting Year, as well as for the Accounting Year when the termination of the Agreement occurred.

**6.4.3.** In case the Landlord anticipates, at some point, an evolution of the Service Charges significantly different from the one taking into account at the date of communication of the last notification regarding the value of the Provisional Services Charges, the Landlord shall have the right to communicate a new notification in this regard, which shall take effect for the remaining of the Accounting Year. In this regard, the Landlord shall have the right to perform an intermediary adjustment at the date of the transmission of the

notificarii referitoare la noua valoare a Cheltuielilor Estimate privind Serviciile Comune.

**6.4.4.** Dispozitiile contractuale aplicabile regularizarii mentionate la Clauza 6.4.1 de mai sus se vor aplica, mutatis mutandis, si regularizarii mentionate in Clauzele 6.4.2. si 6.4.3. Pentru evitarea oricarui dubiu, regularizarile Cheltuielilor privind Serviciile Comune in conformitate cu Clauzele 6.4.1 si 6.4.2 din prezenta Sectiune II se vor realiza indiferent daca Proprietarul a optat si pentru o regularizare intermediara, sau nu.

**6.5.** La primirea sumei finale a Cheltuielilor privind Serviciile Comune Chiriasul va proceda dupa cum urmeaza:

- (i) va achita diferenta pozitiva dintre suma inregistrata in contabilitate efectiv drept Cheltuieli privind Serviciile Comune si suma reprezentand Cheltuielile Estimate privind Serviciile Comune achitata. Diferenta respectiva trebuie platita de catre Chirias in termen de 10 (zece) Zile Lucratoare de la primirea de catre acesta din urma a sumei finale a Cheltuielilor privind Serviciile Comune datorate;
- (ii) in cazul unei diferente negative, sumele rezultate vor fi considerate achitate cu titlu de avans din Cheltuielile Estimate privind Serviciile Comune aferente Exercitiului Financiar ulterior.

**6.6.** Dupa efectuarea platii sumei finale privind Cheltuielile privind Serviciile Comune, Chiriasul are dreptul sa solicite Proprietarului sa ii fie pus la dispozitie modul de calcul al Cheltuielilor privind Serviciile Comune si eventualele documente

notification relating to the new value of the Provisional Services Charges.

**6.4.4.** The contractual provisions applicable to the adjustment, mentioned in Clause 6.4.1 above shall apply, mutatis mutandis, to the adjustment mentioned in Clauses 6.4.2. and 6.4.3. For the avoidance of any doubt, the adjustment of the Service Charges in accordance with Clause 6.4.1 and 6.4.2 of this Section II shall be performed irrespectively if the Landlord has performed or not an intermediary adjustment.

**6.5.** Upon reception of the final amount of the Services Charges, the Tenant shall act as follows:

- (i) shall pay the positive balance between the amount actually registered in the accountability as Services Charges and the amount representing the Provisional Services Charges paid. Such difference is payable by the Tenant within 10 (ten) Business Days from the reception by the Tenant of the final amount of the payable Services Charges;
- (ii) in case of a negative balance, the resulted amounts shall be considered paid in advance from the Provisional Service Charges allotted to the subsequent Accounting Year.

**6.6.** After performing the payment of the final amount of Service Charge, the Tenant is entitled to request the Landlord to provide the manner of determining the Service Charges and the appropriate documents. The Parties agree that if the Tenant does not

justificative. Partile inteleg ca daca Chiriasul nu emite o astfel de solicitare in termen de 10 (zece) Zile Lucratoare de la data platii de catre Chirias a sumei finale pentru Cheltuielile privind Serviciile Comune aferente Exercitiului Financiar incheiat astfel cum au fost comunicate de catre Proprietar, modul de calcul este considerat acceptat, iar Chiriasul nu va mai avea dreptul sa-l conteste.

**6.7.** In cazul expirarii Duratei sau al incetarii prezentului Contract, indiferent de cauza, Proprietarul va intocmi o situatie intermediara a Cheltuielilor privind Serviciile Comune inregistrate efectiv in cursul ultimului Execitiu Financiar pana la data expirarii/incetarii prezentului Contract, Partile procedand dupa cum urmeaza:

- (i) daca suma reprezentand Cheltuielile Estimate privind Serviciile Comune este mai mare decat costurile efective ale Cheltuielilor privind Serviciile Comune, aceasta va fi rambursata de catre Proprietar Chiriasului in termen de 2 (doua) luni de la expirarea Exercitiului Financiar, sau
- (ii) daca Cheltuielile privind Serviciile Comune depasesc Cheltuielile Estimate privind Serviciile Comune, diferenta va fi platita de catre Chirias Proprietarului in termen de 2 (doua) saptamani de la data emiterii facturii de catre Proprietar in acest sens.

## **7. CONTRIBUTIA PENTRU MARKETING**

**7.1.** Chiriasul este obligat sa plateasca Contributia pentru Marketing in cuantumul specificat in Clauza 5.3.1 din Sectiunea I. Cuantumul respectiv este indexat anual conform prevederilor Clauzei 10 de mai jos.

issue such a request in a 10 (ten) Business Days term from the payment date by the Tenant of the final amount of Service Charges allotted to the Accounting Year ended, in the manner communicated by the Landlord, the manner of determining the Services Charges is considered accepted and the Tenant shall not be entitled to dispute it anymore.

**6.7.** In case of expiry of the Term or termination of this Agreement for any reason, the Landlord shall make an intermediary statement of the Service Charges actually spent during the last Accounting Year until the expiry/termination date of this Agreement, the Parties acting as follows:

- (i) if the Provisional Service Charges exceed the actual costs of the service charges, such amount shall be reimbursed by the Landlord to the Tenant within 2 (two) months from the expiry of the Accounting Year, or
- (ii) if the Service Charges exceed the Provisional Service Charges, the difference shall be paid by the Tenant to the Landlord within 2 (two) weeks from the date of the issuance of the invoice by the Landlord in this respect.

## **7. MARKETING CONTRIBUTION**

**7.1.** The Tenant is obliged to pay the Marketing Contribution in the amount specified under Clause 5.3.1 of Section I. Such amount is yearly indexed according to Clause 10 below.

- 7.2. Proprietarul poate opta pentru plata Contributiei pentru Marketing direct catre Administratorul Centrului (dupa cum va fi specificat de Proprietar la libera sa alegere).
- 7.3. Proprietarul este liber sa-l insarcineze pe Administratorul Centrului cu promovarea efectiva a Centrului Comercial pentru public prin orice activitate de marketing pe care o poate considera adecvata, inclusiv dar fara limitare la organizarea unor evenimente sociale, culturale si promotionale si prin stimularea, dezvoltarea si implementarea unei politici publicitare care sa favorizeze promovarea activitatii de retail a Centrului Comercial.

## 8. UTILITATI

- 8.1. Chiriasul va plati costul consumului de utilitati aferent Spatiului Inchiriat, inclusiv dar fara a se limita la: ventilatie, aportul de aer proaspat, incalzire/ racire, telefon, conexiune la internet, electricitate, alimentare cu apa (apa curenta, apa menajera, apa meteorica), canalizare si indepartarea deseurilor precum si orice alta utilitate care poate fi definita ca fiind livrata Spatiului Inchiriat (denumite in cele ce urmeaza „Utilitatile”). Consumul de energie electrica se refactureaza la nivelul de joasa tensiune, astfel incat Chiriasul sa achite contravaloarea tuturor serviciilor de care beneficiaza (cum ar fi transport, operator de sistem, distributie inalta tensiune, transformare medie tensiune, transformare joasa tensiune, tarif de cogenerare de inalta eficienta, certificate verzi, acciza, etc.). Pretul energiei electrice facturat este de tip monom.
- 8.2. Proprietarul/ Chiriasul va instala orice contor solicitat de Proprietar sau Chirias pentru oricare dintre Utilitati, pe cheltuiala Chiriasului. Contoarele se vor citi de catre Proprietar fie direct, fie prin intermediul sistemului BMS al Centrului Comercial. In cazul in care oricare dintre Utilitati nu este

- 7.2. The Landlord may choose the Marketing Contribution to be paid by the Tenant directly to the Center Manager (as specified by the Landlord at its sole discretion).
- 7.3. The Landlord may choose, at its discretion, to assign the Center Manager to effectively promote the Commercial Center to the public by any marketing activity it may find suitable, including without limitation the organization of social, cultural and promotional events, and by stimulating, developing and implementing a favorable publicity policy for promoting the retailing operation of the Commercial Center.

## 8. UTILITIES

- 8.1. The Tenant shall pay the cost of all utilities consumption related to the Leased Premises including without limitation to ventilation, fresh air share heating/ cooling, telephone, internet connection, electricity, water supply (running water, sewage, meteoric water), sewage and garbage disposal as well as any other utilities which can be defined as being delivered to the Leased Premises (hereinafter referred to as the “Utilities”). The consumption of the electric energy is reinvoiced at low voltage level, so that the Tenant pays the consideration of all the services it benefits from (such as transportation, system operator, high-voltage distribution, medium voltage transformation, low voltage transformation, contribution for high-efficiency cogeneration, green certificates, excise, etc). Electricity price is charged on a monomial basis.
- 8.2. The Landlord/ Tenant shall install any separate meters required by the Landlord or the Tenant for any Utilities, on the Tenant’s expense. The meters shall be read by the Landlord directly or by means of the BMS system of the Commercial Center. If any Utilities are not separately metered to the

contorizata separat in Spatiul Inchiriat si este in schimb furnizata in comun, Proprietarul va determina in mod rezonabil partea Chiriasului din Utilitatile astfel furnizate.

- 8.3.** Costurile privind Utilitatile vor fi platite de catre Chirias in termen de 3 (trei) zile de la primirea facturii transmise de Proprietar in acest sens.
- 8.4.** In cazul in care Chiriasul va incheia un contract direct cu furnizorii de utilitati publice, Chiriasul va plati direct furnizorilor toate costurile aferente Utilitatilor furnizate.
- 8.5.** Chiriasul intelege si este de acord ca Proprietarul nu este raspunzator pentru daunele care sunt cauzate de intreruperea furnizarii de Utilitati de catre furnizorii publici.
- 8.6.** Avand in vedere actualele tendinte europene privind dezvoltarea unui sistem energetic sustenabil, sigur si decarbonizat, precum si Directiva 2018/844, Proprietarul intentioneaza sa se alinieze la directivele Europene si, in cazul in care va construi echipamente sau instalatii pentru producerea de energie electrica cu impact redus asupra mediului (ex: panouri fotovoltaice, parcuri eoliene, echipamente cogenerare/ trigenerare/ biomasa si orice alte metode de productie a energiei) si respectand normele legislative in vigoare la acel moment, Proprietarul isi rezerva dreptul de a furniza si factura echivalentul energiei verzi si al tuturor serviciilor aferente aplicabile catre Chirias la un pret per MW/h care sa nu fie mai mare decat pretul aferent energiei electrice per MW/h furnizate de catre furnizorul Centrului Comercial, plus echivalentul tuturor serviciilor aferente aplicabile datorate de Chirias, pentru consumul sau in regim de joasa tensiune, in cadrul Centrului Comercial, in aceeasi perioada.

Leased Premises and are instead provided in common with others, then the Landlord shall reasonably determine the Tenant's share of the Utilities so provided.

- 8.3.** The Utilities charge shall be paid by the Tenant within a 3 (three) days as of receiving the invoice notified by the Landlord in this respect.
- 8.4.** In the case the Tenant shall conclude an agreement directly with the suppliers of public utilities, the Tenant shall pay directly to the suppliers all the costs allotted to the supplied Utilities.
- 8.5.** The Tenant understands and agrees that the Landlord is not liable for the damages caused by the interruption of the provision of the Utilities by the public suppliers.
- 8.6.** Considering the current European trends in the development of a sustainable, safe and decarbonised energy system, as well as Directive 2018/844, the Landlord intends to comply with European directives and, should it build equipment or installations for electricity production with reduced impact on the environment (e.g. photovoltaic panels, wind farms, cogeneration/ trigeneration/ biomass equipment and any other methods of energy production) and with due observance of the legal norms in force at that time, the Landlord reserves the right to supply and invoice the equivalent of green energy and all related services applicable to the Tenant at a price per MW/h not exceeding the price of electricity per MW/h provided by the shopping centre supplier, plus the equivalent of all applicable related services due by the Tenant, for its consumption in low voltage mode, within the Commercial Centre, in the same period.

8.7. Prezentul Contract se incheie in conditiile prevederilor Regulamentului de furnizarea a energiei electrice la clientii finali aprobat prin Ordinul ANRE 5/2023, cu modificarile si completarile ulterioare ce pot aparea pe intreaga durata de desfasurare a Contractului.

## **9. ALTE SUME DATORATE DE CATRE CHIRIAS**

### **9.1. Costul Utilitatilor si Serviciilor pe Perioada Amenajarii**

Chiriasul datoreaza Costul Utilitatilor si Serviciilor pe Perioada Amenajarii in Spatiul Inchiriat avand valoarea specificata in Clauza 5.5.1 din Sectiunea I.

### **9.2. Contributia pentru Publicitatea de Inaugurare**

Chiriasul va plati Proprietarului suma prevazuta in Clauza 5.5.2 din Sectiunea I din prezentul Contract, cu titlu de contributie la bugetul de promovare a deschiderii pentru public a extensiei Centrului Comercial.

### **9.3. Costul Utilitatilor si Serviciilor pe Perioada Amenajarii si Contributia pentru Publicitatea de Inaugurare reprezinta sume fixe, nesupuse regularizarii, ce vor fi achitate de Chirias cel tarziu la Data Predarii.**

### **9.4. Costul Instalatiilor Tehnice de Siguranta va fi achitat la valoarea specificata in Clauza 5.5.5 din Sectiunea I.**

### **9.5. Costul de Verificare a Proiectului de Amenajare va fi achitat la valoarea specificata in Clauza 5.5.6 din Sectiunea I.**

## **10. INDEXAREA**

10.1. Chiria de Baza (inclusiv fiecare treapta din chiria progresiva, daca este cazul) si Contributia pentru Marketing vor fi majorate automat la fiecare Data a Indexarii cu Procentul de Indexare, fara alte formalitati necesare din partea Proprietarului si fara a fi necesara

8.7. This Agreement is concluded in accordance with the provisions of the Regulation on the supply of electricity to final customers approved by ANRE Order 5/2023, with any subsequent modifications and amendments that may appear during the entire duration of the Lease.

## **9. OTHER AMOUNTS OWED BY THE TENANT**

### **9.1. Lump Sum Provisional Utilities**

The Tenant owes the Lump Sum Provisional Utilities for the Fit Out period within the Leased Premises in the amount specified at in Clause 5.5.1 of Section I.

### **9.2. Opening Advertising Contribution**

The Tenant shall pay to the Landlord the amount specified in Clause 5.5.2 of Section I herein, as contribution to the budget for promoting the opening to the public of the extension of Commercial Center.

9.3. The Lump Sum Provisional Utilities and the Opening Advertising Contribution represent fixed amounts, not subject to adjustment, which shall be paid by the Tenant at the Delivery Date the latest.

### **9.4. Cost of Safety Technical Installations shall be paid to the value specified in Clause 5.5.5 of Section I.**

### **9.5. Cost of verifying the Fit-Out Project shall be paid to the value specified in Clause 5.5.6 of Section I.**

## **10. INDEXATION**

10.1. The Base Rent (including each value of the progressive rent, if any) and the Marketing Contribution will be automatically increased at every Indexation Date with the Indexation Rate, without any other formalities from the Landlord and without an amendment to the Agreement being

modificarea Contractului. Ajustarea sumelor datorate cu titlu de Chirie de Baza si Contributie pentru Marketing dupa fiecare Data a Indexarii dar inainte de publicarea Indicelui de Majorare pentru anul respectiv, va fi realizata la momentul in care va fi publicat Indicele de Majorare, urmand ca facturarea diferentelor datorate ca urmare a indexarii sa fie facuta retroactiv, pentru perioada dintre Data Indexarii si data publicarii Indicelui de Majorare.

**10.2.** Indexarea se va aplica la valoarea Chiriei de Baza si Contributiei pentru Marketing, iar suma rezultata va deveni noua Chirie de Baza, respectiv noua Contributie pentru Marketing aplicabila si datorata de la Data Indexarii pentru urmatoarele 12 luni consecutive, respectiv pana la urmatoarea Data a Indexarii. O astfel de indexare nu va determina ca suma Chiriei de Baza si a Contributiei pentru Marketing sa fie inferioara sumelor din anul anterior.

**10.3.** Incepand cu prima Data a Indexarii si pe intreaga durata a Contractului, indexarea din anul curent se va realiza aplicand, la Data Indexarii, Procentul de Indexare la ultima valoare a Chiriei de Baza (inclusiv fiecare treapta din chiria progresiva) si a Contributiei pentru Marketing, astfel cum au fost datorate inainte de Data Indexarii. Pentru evitarea oricarui dubiu, in situatia in care Chiria de Baza este agreata sub forma unei chirii progresive in trepte, fiecare valoare a chiriei progresive in trepte se va majora cu Procentul de Indexare la fiecare Data a Indexarii, incepand cu 1 ianuarie a anului urmator Datei Inaugurarii, astfel incat la aplicarea oricarei trepte a chiriei progresive sa se ia in considerare toate indexarile anterioare care au fost aplicate Chiriei de la Data Semnarii. Ca o exceptie de la cele mentionate, este agreat ca, pentru situatia in care o reducere a Chiriei este agreata de catre Parti, Indexarea va fi aplicata la nivelul Chiriei de Baza aplicabila

necessary. The adjustment of the amounts as Base Rent and Marketing Contribution after each Indexation Date but before publication of the Increase Index for the respective year, will be made when the Increase Index will be published, and the invoice of the differences due as a result of indexation will be issued retroactively, for the period between the Indexation Date and the date then the Increase Index is published.

**10.2.** The indexation will be applied to the Base Rent and the Marketing Contribution and the resulting amount will become the new Base Rent and the new Marketing Contribution applicable and due as of the Indexation Date for the next 12 consecutive months, respectively until the next Indexation Date. Such indexation will not cause the amount of the Base Rent and of the Marketing Contribution to be lower than the amount of the previous year.

**10.3.** Starting with the first Indexation Date and during the entire term of the Agreement, the indexation for the current year will be performed at the Indexation Date by applying the Indexation Rate to the last value of the Base Rent (including each value of the progressive rent) and to the Marketing Contribution, as they were due before the Indexation Date. For the avoidance of any doubt, in case the Base Rent is agreed in the form of a progressive steps rent, each value of the progressive rent will be increased with the Indexation Rate every Indexation Date, starting with 1<sup>st</sup> of January of the next year following the Opening Date, thus when applying any step of the progressive rent, all the previous indexations which have been applied to the Rent as of the Signing Date to be taken into consideration. As a waiver from the above mentioned provisions, for the situation in which a discounted Rent is agreed by the Parties, the Indexation will be applied to the Base Rent level applicable on

la data Indexarii, urmand sa fie aplicata si la nivelul Chiriei intregi (dupa incetarea perioadei de reducere).

**10.4.** Procentul de Indexare reprezinta rata medie anuala a Indicelui de Majorare aferent lunii Ianuarie care se publica la finalul lunii Februarie. In cazul in care Procentul de Indexare rezultat este mai mic de 3% atunci se va utiliza pentru indexare un procent de 3%.

**10.5.** In cazul in care valoarea Chiriei de Baza obtinuta dupa aplicarea indexarii este inferioara valorii medii a Chiriei lunare datorate incepand cu ultima Data a Indexarii atunci valoarea medie a Chiriei lunare va deveni noua Chirie de Baza ce va fi aplicabila pe o perioada de 12 luni consecutive pana la urmatoarea Data a Indexarii. Valoarea medie a Chiriei lunare reprezinta media Chiriei (respectiv cea mai mare valoare dintre Chiria de Baza si Chiria in functie de Cifra de Afaceri pentru luna respectiva) datorata si platibila pe parcursul ultimelor 12 luni consecutive.

## **11. PLATI**

### **11.1. Prevederi generale**

**11.1.1.** Toate obligatiile de plata ale Chiriasului, incluzand fara limitare Chiria, Cheltuielile privind Marketingul, Cheltuielile privind Serviciile Comune, costurile privind Utilitatile vor fi datorate incepand cu Data Inaugurarii, indiferent de stadiul lucrarilor de amenajare a Spatiului Inchiriat sau de deschiderea efectiva pentru public a Spatiului Inchiriat.

**11.1.2.** Chiriasul va achita Avansul corespunzator nu mai tarziu de Data Predarii.

### **11.2. Facturarea**

**11.2.1.** Proprietarul va emite si transmite Chiriasului facturile relevante sau facturile proforma continand sumele

the Indexation date, following to be applied to the full Rent (after the cease of the discount interval).

**10.4.** The Indexation Rate means the annual average rate of the Increase Index for January which is published at the end of February. If the resulted Indexation Rate is less than 3% then a 3% index will be used.

**10.5.** If the Base Rent obtained after application of the adjustment is lower than the average monthly Rent due since the last Indexation Date, than the average monthly Rent shall become the new Base Rent that will be applicable for a period of 12 consecutive months until the following Indexation Date. The average monthly rent represents the average Rent (respectively the highest value between the Base Rent and the Turnover Rent for the respective month) owed and payable during the last 12 consecutive months.

## **11. PAYMENTS**

### **11.1. General provisions**

**11.1.1.** All of the Tenant's payment obligations, including without limitation the Rent, the Marketing Contribution, the Service Charges, the Utilities costs will be payable as of the Opening Date, regardless the stage of the fit out works of the Leased Premises or the effective opening of the Leased Premises to the public.

**11.1.2.** The Tenant will pay the corresponding Advance no later than the Delivery Date.

### **11.2. Invoicing**

**11.2.1.** The Landlord will issue and send to the Tenant the relevant invoices or the proforma invoices containing monthly

lunare datorate in avans conform prezentului Contract in ultimele 10 (zece) Zile Lucratoare ale lunii anterioare celei pentru care este aferenta factura.

**11.2.2.** Proprietarul poate opta pentru emiterea de facturi electronice in conformitate cu prevederile din Codul Fiscal. Chiriasul intelege si accepta in mod expres acest lucru. Facturile electronice vor fi comunicate la adresele de email indicate de Chirias conform Clauzei 9.1 din Sectiunea I.

**11.2.3.** Chiriasul intelege ca plata oricaror sume potrivit prezentului Contract este datorata si scadenta in baza prevederilor cuprinse in acesta si se obliga sa le achite indiferent daca a primit sau nu facturile aferente, cu exceptia situatiilor in care se precizeaza explicit contrariul.

### **11.3. Efectuare Plati**

**11.3.1.** Toate sumele datorate in baza prezentului Contract vor fi achitate prin transfer bancar, in conturile bancare comunicate de catre Proprietar.

**11.3.2.** Data platii pentru orice suma achitata de catre Chirias va fi considerata data la care contul Proprietarului a fost creditat cu suma aferenta.

**11.3.3.** Chiria de Baza, Cheltuielile Estimate privind Serviciile Comune, Contributia pentru Marketing datorate lunar, in conformitate cu prezentul Contract sunt platibile lunar, in avans, la Data Scadenta din luna pentru care este efectuata plata.

**11.3.4.** Chiria in functie de Cifra de Afaceri datorata lunar va fi calculata in functie de Cifra de Afaceri corespunzatoare fiecarei luni dar va fi facturata si achitata trimestrial, in baza facturilor ce

amounts due in advance according to this Agreement in the last 10 (ten) Business Days of the month preceding the month corresponding to the invoice.

**11.2.2.** The Landlord may opt for electronic invoices in accordance with the Fiscal Code. The Tenant expressly understands and accepts this fact. The electronic invoices shall be submitted to the email address provided by the Tenant under Clause 9.1 of Section I.

**11.2.3.** The Tenant understands that the payment of any amounts according to this Agreement is owed and due under the provisions of the Agreement and it undertakes to pay them irrespective of receiving the corresponding invoices or not, unless explicitly stated otherwise.

### **11.3. Payment**

**11.3.1.** All the amount payable under this Agreement will be paid by means of bank transfer in the bank accounts provided by the Landlord.

**11.3.2.** The payment date of any amount paid by the Tenant is to be considered the date when the Landlord's account is credited with the outstanding amount.

**11.3.3.** The Base Rent, the Provisional Service Charges, the Marketing Contribution monthly due, in accordance with this Agreement are payable monthly, in advance, at the Due Date of the month for which the payment is being performed.

**11.3.4.** The Turnover Rent monthly due will be calculated based on the Turnover corresponding to each month but will be invoiced and paid quarterly, based on the invoices to be issued by the Landlord in this respect.

vor fi emise de catre Proprietar in acest sens.

**11.3.5.** Astfel, Chiriasul va plati in termen de 10 (zece) Zile Lucratoare de la emiterea facturilor relevante de Proprietar, diferenta pozitiva dintre Chiria in functie de Cifra de Afaceri si Chiria de Baza calculata conform articolului 5.2 si 11.3.4. de mai sus.

**11.3.6.** Plata sumelor finale datorate in urma regularizarilor drept Cheltuieli privind Serviciile Comune si respectiv Utilitati se realizeaza in conformitate cu prevederile Clauzelor 6.4-6.7 si respectiv 8.3 din prezenta Sectiune II.

**11.3.7.** Orice sume suplimentare datorate ca urmare a Indexarii, aferente perioadei dintre 01 ianuarie a unui Exercitiu Financiar si prima luna din acelasi Exercitiu Financiar in care se factureaza aceste sume suplimentare vor fi achitate de catre Chirias in termen de 10 (zece) Zile Lucratoare de la data facturarii acestora de catre Proprietar. Toate celelalte sume suplimentare ca urmare a Indexarii vor fi achitate o data cu Chiria astfel majorata.

#### **11.4. Curs Valutar**

**11.4.1.** Pentru sumele datorate in baza prezentului Contract in EUR facturile vor fi emise si achitate in RON la cursul de schimb RON/EUR publicat de Banca Nationala a Romaniei la data emiterii facturii, Proprietarul avand dreptul sa factureze diferentele de curs valutar aparute intre data facturii si data efectuarii platii.

**11.4.2.** In vederea calcularii Cifrei de Afaceri, Proprietarul va lua in considerare valoarea Cifrei de Afaceri zilnice in RON si va converti in EUR numai valoarea lunara a Cifrei de Afaceri Neta. Conversia valutara va fi efectuata la rata de schimb EUR/RON

**11.3.5.** Thus, the Tenant will pay, within 10 (ten) Business Days as of the issuance of the relevant invoices by the Landlord, the positive balance between the Turnover Rent and the Base Rent, calculated according to article 5.2. and 11.3.4. above.

**11.3.6.** The final payments due after the regularization of the Service Charges and Utilities are made in accordance with Clauses 6.4-6.7 and, respectively 8.3 of this Section II.

**11.3.7.** Any additional amounts due to Indexation related to the period between the 1<sup>st</sup> of January of an Accounting Year and the first month of the same Accounting Year in which these amounts are invoiced will be paid by the Tenant in 10 (ten) Business Days as of their invoicing by the Landlord. All the other supplementary amounts due to Indexation are to be paid at the same time with the increased Rent.

#### **11.4. Exchange Rate**

**11.4.1.** For the amounts due in EUR under this Agreement the invoices will be issued and paid in RON at the exchange rate RON / EUR published by the National Bank of Romania at the date of the invoice, the Landlord being entitled to charge the exchange rate differences arising between the invoice date and the payment date.

**11.4.2.** In order to calculate the Turnover, the Landlord will consider the daily value of the Turnover in RON and will convert in EUR only the monthly value of the Net Turnover. Currency exchange shall be made at the exchange rate EUR / RON published by the

publicata de Banca Nationala a Romaniei pentru ultima zi a lunii de referinta. Proprietarul va putea decide, dupa propria sa apreciere, modificarea metodei privind conversia valutara a Cifrei de Afaceri.

#### **11.5. TVA**

**11.5.1.** Toate sumele datorate de Chirias in baza prezentului Contract sunt precizate la valoarea fara TVA. Chiriasul ia la cunostinta faptul ca Proprietarul a optat pentru taxarea activitatii de inchiriere, si se obliga sa achite TVA-ul legal aplicabil in plus pentru toate sumele datorate conform acestui Contract in conformitate cu prevederile legale.

#### **11.6. Deduceri, Compensari**

**11.6.1.** Chiriasul nu are dreptul, fara acordul Proprietarului, sa exercite niciun drept de refuz de plata, de reducere sau de compensare cu privire la Chirie sau oricare alte plati datorate in baza prezentului Contract. Chiriasul intelege si accepta in mod expres aceasta prevedere contractuala.

**11.6.2.** Partile convin prin prezentul Contract ca Proprietarul va aloca, la libera sa alegere, sumele primite de la Chirias pentru stingerea oricarei obligatii scadente restante a Chiriasului si va putea efectua, imputatia platii dupa propria sa apreciere, Chiriasul renuntand in acest fel la indicarea expresa a scopului/destinatiei sumelor platite respective („*imputatia platii prin acordul partilor*”). Chiriasul intelege si accepta in mod expres aceasta prevedere contractuala.

National Bank of Romania for the last day of reference. The Landlord may decide, at its discretion, the method of currency exchange as regards the Turnover.

#### **11.5. VAT**

**11.5.1.** All the amounts payable by the Tenant according to this Agreement are exclusive VAT. The Tenant acknowledges that the Landlord opted for the taxation of the rental activity and undertakes to pay the legal applicable VAT to all the amounts due under this Agreement in accordance with the legal provisions.

#### **11.6. Deductions, Compensations**

**11.6.1.** The Tenant is not entitled, without the approval of the Landlord, to exercise the right of payment refusal, reduction or compensation with respect to the Rent or any other payments payable under this Agreement. The Tenant expressly understands and accepts this contractual provision.

**11.6.2.** The Parties agree that, according to this Agreement the Landlord will, at its free choice, allocate the amounts received from the Tenant for the payment of any due and outstanding obligation of the Tenant and will be able to perform payment imputation, at its discretion, the Tenant waiving the express indication of the scope/destination of the respective paid amounts (“*payment imputation by agreement of the Parties*”). The Tenant expressly understands and accepts this contractual provision.

## 12. GARANTIA

**12.1.** Chiriasul va obtine, pe propria cheltuiala, si ii va furniza Proprietarului Garantia in conformitate cu prevederile Clauzei 5.5.4 din Sectiunea I.

**12.2.** In orice moment pe parcursul Duratei, si fara notificarea prealabila a Chiriasului, Proprietarul are dreptul de a executa si retrage direct din Garantie orice suma datorata si neplatita de Chirias, inclusiv daune sau posibile penalitati imputabile acestuia din urma, indiferent daca sunt sau nu confirmate printr-un titlu executoriu. Imputatia sumelor executate/ retrase din Garantie va fi facuta de Proprietar la libera sa apreciere, Chiriasul renuntand la dreptul de a contesta imputatia efectuata de Proprietar. Chiriasul este obligat sa reintregeasca valoarea Garantiei, in termen de 5 (cinci) Zile Lucratoare de la primirea solicitarii emisa de Proprietar.

**12.3.** Chiriasul va mentine valabila Garantia (depozit sau scrisoare de garantie bancara) permanent pe parcursul Duratei si inca 3 (trei) luni dupa expirarea Duratei pentru suma garantata prevazuta in Clauza 5.5.4 din Sectiunea I din Contract, asa cum va putea fi aceasta indexata periodic. In consecinta, Chiriasul va furniza initial o Garantie cu o perioada de valabilitate de cel putin un an si, cu 2 (doua) luni inainte de expirarea fiecarei astfel de Garantii, acesta ii va furniza Proprietarului o dovada de prelungire a valabilitatii Garantiei si modificare a valorii acesteia, in urma aplicarii Indicelui de Majorare. Fara a prejudicia orice alt remediu contractual, nerespectarea acestei conditii va indreptati Proprietarul sa execute Garantia constituita sub forma unei scrisori de garantie bancara si sa pastreze valoarea acesteia sub forma unui depozit de garantie.

## 12. GUARANTEE

**12.1.** The Tenant will obtain on its own costs and will provide to the Landlord the Guarantee in accordance with Clause 5.5.4 of Section I.

**12.2.** At any time during the Term and without any prior notification of the Tenant, the Landlord has the right to execute and withdraw directly from the Guarantee any amount due and unpaid by the Tenant, including damages or possible penalties attributable to the latter, irrespectively if they are confirmed or not by an enforceable title. The imputation of the amounts executed/ withdrawn from the Guarantee will be performed by the Landlord, at its own discretion, the Tenant waiving the right to contest the imputation performed by the Landlord. The Tenant is obliged to re-establish the amount of the Guarantee in a 5 (five) Business Days term as of receiving the request issued by the Landlord.

**12.3.** The Tenant will maintain the Guarantee (deposit or letter of bank guarantee) permanently valid on the course of the Term and another 3 (three) months after the expiry of the Term the Guarantee will remain valid for the amounts mentioned in Clause 5.5.4 of Section I of the Agreement, periodically indexed. Thus, the Tenant will initially provide a Guarantee valid for at least one year, and 2 (two) months prior to the expiry of any such Guarantee, it will provide the Landlord a proof of the prolongation of the Guarantee and the amendment of the value of the Guarantee, following the application of the Increase Index. Notwithstanding any other contractual remedy, non-compliance with the condition will entitle the Landlord to execute the Guarantee established under the form of a letter of guarantee and to keep the value of the Guarantee in the form of a guarantee deposit.

**12.4.** Restituirea Garantiei se face in termen de 3 (trei) luni de la expirarea Duratei sau de la incetarea din orice cauza a Contractului, cu conditia ca Spatiul Inchiriat sa ii fi fost predat de catre Chirias Proprietarului in conformitate cu prevederile prezentului Contract si ca Chiriasul sa isi fi indeplinit toate obligatiile contractuale. Pana la restituire, Proprietarul poate executa Garantia oricand total sau partial in functie de sumele datorate de catre Chirias, indiferent daca sunt sau nu confirmate printr-un titlu executoriu, regulile privind imputatia sumelor executate, asa cum sunt acestea mentionate la Clauza 12.2 aplicandu-se *mutatis mutandis*.

**12.5.** Chiriasul intelege si accepta ca in situatia in care alege sa constituie Garantia sub forma depozitului, acesta nu poarta dobanda in favoarea sa. In scopurile prezentului Contract, Proprietarul se va asigura ca depozitul sa fie plasat intr-un cont bancar separat, care va fi deschis exclusiv in acest scop, insa poate fi comasat cu alte depozite similare.

**12.4.** The return of the Guarantee is to be done in a 3 (three) months term as of the expiry of the Term or as of the termination due to any reason of the Agreement, subject to the return of the Leased Premises by the Tenant to the Landlord in accordance with this Agreement and to the fulfilment by the Tenant of all its contractual obligations. Until the return, the Landlord is entitled to totally or partially execute the Guarantee anytime, depending on the outstanding amounts payable by the Tenant, whether or not confirmed by an enforceable title, the rules regarding the imputation of the withdrawn amounts as mentioned in Clause 12.2, shall apply *mutatis mutandis*.

**12.5.** The Tenant understands and accepts that in the case that it chooses to provide the Guarantee under the form of a deposit, this deposit will not carry interests in its favor. For the purpose of this Agreement, the Landlord will make sure that the deposit is placed in a separate bank account which will be opened for this purpose exclusively, but which can be merged with other similar accounts.

### **13. DREPTURI SI OBLIGATII ALE PROPRIETARULUI**

#### **13.1. Asigurarea Proprietarului**

**13.1.1.** Incepand de la Data Predarii, Proprietarul va incheia si mentine in vigoare pe intreaga Durata:

- (i) asigurare a proprietatii acoperind riscurile pe care le poate considera, la libera sa alegere, necesar a fi acoperite in legatura cu Centrul Comercial;
- (ii) asigurare de raspundere civila fata de terti;
- (iii) asigurare pentru riscuri financiare (asigurare pentru

### **13. LANDLORD'S RIGHTS AND LIABILITY**

#### **13.1. Landlord's Insurance**

**13.1.1.** As of the Delivery Date, the Landlord shall conclude and maintain in force throughout the whole lease Term:

- (i) a property insurance covering for such risks in its own discretion it may find necessary to be covered in relation to the Commercial Center;
- (ii) a third party liability insurance; and
- (iii) insurance for financial risks (insurance for business interruption/ loss of profit).

intreruperea activitatii/ pierderi de profit).

**13.1.2.** Toate costurile inregistrate de Proprietar pentru astfel de asigurari vor fi suportate de Chirias, conform cotei care ii revine, fiind incluse in Cheltuielile privind Serviciile Comune.

### **13.2. Furnizarea serviciilor**

**13.2.1.** Sub rezerva platii de catre Chirias a Cheltuielilor privind Serviciile Comune in intregime si la timp, Proprietarul va depune toate eforturile rezonabile care pot fi pretinse in conformitate cu principiile unei bune administrari, in vederea facilitarii furnizarii unor servicii corespunzatoare, incluzand:

- (i) intretinerea, repararea, conservarea, protejarea si decorarea Spatiilor si Partilor Comune aferente Centrului Comercial;
- (ii) intretinerea si repararea partilor din Traseele Utilitatilor care trec prin Spatiile si Partile Comune;
- (iii) asigurarea incalzirii si climatizarii centrale a Spatiilor Comune Interioare la temperaturile si pentru perioadele care pot fi considerate acceptabile in mod rezonabil, periodic, de catre Proprietar;
- (iv) furnizarea catre Chirias a apei necesare pentru climatizarea si incalzirea Spatiului Inchiriat in modul descris in Manualul de Amenajare;
- (v) mentinerea curateniei in Spatiile si Partile Comune si mentinerea acestora la standarde rezonabile si asigurarea unui iluminat corespunzator, acolo unde este cazul, in timpul programului,

**13.1.2.** All costs recorded by the Landlord for such insurances shall be owed by the Tenant, according to its share, being included in the Service Charges.

### **13.2. Provision of services**

**13.2.1.** Subject to the Tenant paying the Service Charges in a complete and timely manner, the Landlord shall use all reasonable endeavours that can be expected in accordance with the principles of good management in order to facilitate the provision of appropriate services, including:

- (i) to maintain, repair, preserve, protect and decorate the Common Areas and Parts of the Commercial Center
- (ii) to maintain and repair the parts of the Service Routes which are within the Common Areas and Parts;
- (iii) to provide central heating and air conditioning to Interior Common Areas to such temperatures and for such periods as the Landlord, acting reasonably, may periodically consider adequate;
- (iv) to provide to the Tenant water for the air conditioning and the heating of the Leased Premises as described in the Fit Out Manual;
- (v) to keep the Common Areas and Parts cleaned and maintained to a reasonable standard and adequately lit where appropriate, during the trade hours, as they

dupa cum este definit si specificat in Regulamentul de Ordine Interioara;

- (vi) echiparea si mentinerea toaletelor publice echipate in mod adecvat cu echipamente sanitare.

**13.2.2.** Proprietarul nu va fi raspunzator fata de Chirias cu privire la:

- (i) orice defectiune sau intrerupere a oricaror servicii din cauza reparatiilor, intretinerii sau inlocuirii instalatiilor sau aparatelor sau a deteriorarii sau distrugerii acestora sau din cauza unei defectiuni mecanice sau de alta natura sau a unei functionari necorespunzatoare sau a unei cauze de inghetare sau a unei alte stari necorespunzatoare sau lipsei de combustibil, materiale sau mana de lucru sau din orice alta cauza care nu poate fi controlata de catre Proprietar dar Proprietarul va depune toate eforturile rezonabile pentru a relua furnizarea serviciilor respective in cel mai scurt timp posibil si
- (ii) orice act, omisiune sau neglijenta a oricarei persoane care se angajeaza sa furnizeze servicii in baza unor contracte sau subcontracte incheiate cu Proprietarul sau cu Administratorul Centrului.

**13.3. Drepturi speciale**

**13.3.1.** Urmatoarele drepturi sunt rezervate Proprietarului si persoanelor sale autorizate:

- (i) sa ridice constructii (schele/scari) pentru accesul la Traseele de Utilitati, chiar daca acestea pot restrictiona temporar accesul la

are defined and stipulated in the Internal Regulations;

- (vi) to provide and to keep the public toilets suitably equipped with sanitary equipment.

**13.2.2.** The Landlord shall not be liable to the Tenant in respect of:

- (i) any failure or interruption in any of the services due to necessary repair, maintenance or replacement of any installations or apparatus or their damage or destruction or by reason of mechanical or other defect or breakdown or frost or other inclement conditions or shortage of fuel materials or labor or any other cause beyond the control of the Landlord, but the Landlord shall use all reasonable endeavors to restore such services as soon as practicable possible; and
- (ii) any act, omission or negligence of any person undertaking to provide services on the basis of contracts or sub-contracts concluded with the Landlord or the Centre Manager.

**13.3. Special Rights**

**13.3.1.** The following rights are reserved to the Landlord and its authorized persons:

- (i) to erect constructions (scaffolds/stairs) in order to access Service Routes even though such scaffolds may

sau exploatarea ori utilizarea  
Spatiului Inchiriat; si

- (ii) instalarea pe partea exterioara sau pe peretii principali din spate ai Spatiului Inchiriat (dar fara a bloca accesul in zona inchiriata) a oricaror elemente pe care Proprietarul le considera necesare sau recomandabile.

#### **13.4. Accesul in Spatiul Inchiriat**

**13.4.1.** Chiriasul ii va permite Proprietarului, in mod rezonabil, in orice moment, pe baza unui preaviz transmis Chiriasului (cu exceptia cazurilor de urgenta, in care preavizul nu este necesar) sa intre in Spatiul Inchiriat pentru a examina si constata starea acestuia, sa isi exercite drepturile si sa isi protejeze interesele proprii in Spatiul Inchiriat, sa inspecteze, intretina, curete, repare, modifice, testeze, reinnoiasca sau inlocuiasca Traseele Utilitatilor si sa instaleze si efectueze racordari la orice Trasee de Utilitati din Spatiul Inchiriat, dar care nu il deservesc in mod exclusiv pe acesta.

**13.4.2.** In cazul in care Chiriasul nu ii permite Proprietarului accesul in Spatiul Inchiriat, acesta va fi raspunzator pentru orice prejudiciu adus Proprietarului sau unui tert in urma acestei actiuni.

**13.4.3.** Daca Proprietarul doreste sa reinchirieze sau sa vanda Spatiul Inchiriat, in totalitate sau in parte, sau daca prezentul Contract este reziliat sau Durata a expirat, Proprietarul poate vizita Spatiul Inchiriat impreuna cu partile interesate in orice moment in cadrul programului de functionare.

temporarily restrict the access to or enjoyment or use of the Leased Premises; and

- (ii) to affix to the outside flank or rear main walls of the Leased Premises (but not so as to hinder access to the leased area) any items which the Landlord considers to be necessary or desirable.

#### **13.4. Access to the Leased Premises**

**13.4.1.** The Tenant shall permit the Landlord at all reasonable times on giving prior notice to the Tenant (except in case of emergencies, where notice is not necessary) to enter the Leased Premises to examine and note the condition thereof, to exercise his rights and protect his interest in the Leased Premises, to inspect, maintain, clean, repair, alter, test, renew or replace Service Routes and to lay and make connections to any Service Routes within but not exclusively serving the Leased Premises.

**13.4.2.** In case the Tenant fails to provide to the Landlord access to the Leased Premises, it shall be liable for any damage caused to the Landlord or a third party by such action.

**13.4.3.** If the Landlord wants to re-let or sell the Leased Premises, in whole or in part or this Agreement is terminated or the lease Term has expired, the Landlord may visit the Leased Premises together with the interested parties, any time during the operating hours.

## **14. DREPTURILE SI OBLIGATIILE CHIRIASULUI 14. TENANT RIGHTS AND LIABILITY**

### **14.1. Utilizarea Spatiului Inchiriat**

**14.1.1.** Chiriasul va plati toate cheltuielile si taxele legate de amenajarea si functionarea Spatiului Inchiriat, precum si de Activitatea sa Comerciala in cadrul Spatiului Inchiriat, inclusiv toate impozitele, redeventele, taxele si onorariile de obtinere a licentelor, autorizatiilor etc.

**14.1.2.** Chiriasul este obligat sa respecte toate legile si regulamentele in legatura cu Spatiul Inchiriat, Spatiile si Partile Comune si va obtine si mentine in vigoare (la zi) toate licentele si autorizatiile necesare functionarii si desfasurarii Activitatii Comerciale in Spatiul Inchiriat, inclusiv obtinerea autorizatiei de securitate la incendiu, autorizatiei de mediu, autorizatiei sanitar-veterinare, dupa cum este aplicabil, pe intreaga Durata a prezentului Contract.

**14.1.3.** Chiriasul are obligatia de a respecta prevederile prezentului Contract de Inchiriere, precum si ale tuturor Anexelor la Contract, inclusiv Regulamentul de Ordine Interioara al Centrului Comercial, Manualul de Amenajare si Sustenabilitate (anexate la prezentul Contract ca Anexa 4, Anexa 6 si respectiv Anexa 10)

### **14.2. Daune si Despagubiri**

**14.2.1.** Chiriasul este raspunzator pentru daunele cauzate Spatiului Inchiriat, Centrului Comercial, Traseelor Utilitatilor, Spatiilor si Partilor Comune, sau oricaror alte parti sau spatii aferente, din culpa sa, a reprezentantilor, angajatilor,

### **14.1. Use of the Leased Premises**

**14.1.1.** The Tenant shall pay all expenses and duties related to the fit-out and operation of the Leased Premises, and also its Commercial Activity within the Leased Premises, including all taxes, royalties, taxes and fees for obtaining licenses, permits etc.

**14.1.2.** The Tenant shall comply to all laws and regulations in relation to the Leased Premises, Common Areas and Parts, and it shall obtain and maintain in force all necessary licenses and authorizations for performing the Commercial Activity in the Leased Premises, including the obtaining of Fire Permit, environmental authorization, sanitary veterinary authorization, as applicable, throughout the Term of this Agreement.

**14.1.3.** The Tenant shall have the obligation to observe the provisions of this Lease Agreement, as well as of all the Annexes to the Lease, including the Internal Regulations of the Commercial Center, Tenant's Manual and Sustainability (annexed to this Agreement as Annex 4, Annex 6 and, respectively, Annex 10).

### **14.2. Damages and Claims**

**14.2.1.** The Tenant is liable for the damages arisen to the Leased Premises, the Commercial Center, the Service Routes, the Common Areas and Parts or any other parts or spaces pertaining thereto and caused by it, its employees, representatives, suppliers, sub-tenants or any contractor or agent of his.

furnizorilor, sub-chiriasilor sai sau a oricarui contractant ori prepus al sau.

**14.2.2.** Chiriasul il va informa pe Proprietar imediat cu privire la daunele sau deficientele din Spatiul Inchiriat, Traseele Utilitatilor, Spatiile si Partile Comune si va lua masurile rezonabile pentru reducerea pierderilor. O astfel de obligatie este independenta de obligatia Chiriasului de a asigura reparatiile necesare.

**14.2.3.** Chiriasul este raspunzator fata de Proprietar pentru daunele cauzate inter alia cladirii, usilor, podelelor, Traseelor Utilitatilor, Spatiile si Partile Comune, cailor de acces, ca urmare a livrarilor si preluarii de marfuri cu vehiculele proprii sau vehicule externe, ori cu orice alt mijloc mecanic de transport, in exteriorul sau interiorul Centrului Comercial.

**14.2.4.** Chiriasul este obligat sa repare toate deficientele, defectiunile sau pagubele care ii sunt imputate conform alineatelor sus-mentionate cauzate Spatiului Inchiriat. In caz contrar, Proprietarul poate sa solicite, unei societati de constructii, la libera sa alegere, sa remedieze deficientele si sa execute lucrarile necesare pe cheltuiala Chiriasului.

**14.2.5.** Toate deficientele cauzate de catre Chirias Centrului Comercial, Traseelor Utilitatilor, Spatiilor si Partilor Comune, sau oricaror alte parti sau spatii aferente vor fi reparate de catre Proprietar pe cheltuiala Chiriasului.

### **14.3. Asigurarea Chiriasului**

**14.2.2.** The Tenant shall inform the Landlord immediately about the damages or deficiencies arisen to the Leased Premises, Service Routes, Common Areas and Parts and it shall take all the reasonable measures for mitigating the losses. Such obligation is independent of the Tenant's obligation to make any necessary repairs.

**14.2.3.** The Tenant is liable towards the Landlord for the damages to, amongst others, the building, doors, floors, Service Routes, Common Areas and Parts, access roads, having occurred through deliveries and merchandise taking over with his own or with external vehicles, or any other, or any other mechanical mean of transportation, outside or inside the Commercial Centre.

**14.2.4.** The Tenant is obliged to fix all the deficiencies, malfunctions and damages that it is liable for, as per the above-mentioned paragraphs caused to the Leased Premises. If it fails to do so, then the Landlord may choose to instruct a construction company, at its own discretion, to rectify the deficiencies and carry out the required works at the Tenant's expense.

**14.2.5.** All the deficiencies that the Tenant is liable for, caused to the Commercial Center, the Service Routes, the Common Areas and Parts or any other parts or spaces pertaining thereto shall be remedied by the Landlord, at the Tenant's expense.

### **14.3. Tenant's Insurance**

**14.3.1.** Chiriasul intelege si accepta faptul ca asigurarile incheiate de Proprietar nu acopera daunele aduse bunurilor situate in Spatiul Inchiriat, respectiv salariatilor Chiriasului si a oricaror terte parti care se afla in Spatiul Inchiriat. Pe Durata Contractului, Chiriasul va mentine in deplina vigoare si efect urmatoarele polite de asigurari, cu acoperire adecvata si incheiate cu o companie de asigurari reputata:

- (i) Asigurarea lucrarilor de constructii „toate riscurile” (CAR) pe perioada lucrarilor de amenajare si a oricaror alte lucrari in Spatiul Inchiriat, intr-o limita egala cu valoarea lucrarilor, inclusiv asigurarea de raspundere civila si acoperire pentru daune ale proprietatilor preexistente (clauza 119 din asigurarea CAR), fiecare asigurare avand o limita cel putin egala cu valoarea prevazuta la Clauza 6.1 din Sectiunea I, pentru fiecare eveniment asigurat
- (ii) Asigurarea de raspundere civila generala, incluzand raspunderea Chiriasului intr-o limita nu mai mica de suma mentionata in Clauza 6.1 din Sectiunea I, pentru a acoperi daune materiale, vatamari corporale sau decese in legatura cu activitatile de afaceri ale Chiriasului in Spatiul Inchiriat, fara a exclude pierderea, dauna sau vatamarea cauzate in legatura cu activitati minore de constructii/ renovare/ reamenajare.
- (iii) Asigurarea de proprietate si de intrerupere a activitatii de afaceri care sa acopere:

**14.3.1.** The Tenant understands and accepts that the insurance policies concluded by the Landlord do not cover the damages of the goods located in the Leased Premises and/or the Tenant’s employees and/or any other third parties who are present in the Leased Premises. At all times, during the Lease Term, the Tenant shall maintain in full force and effect, the following insurance policies, with appropriate cover, concluded with a reputable insurance company:

- (i) Construction purposes “all risk” (CAR) Insurance during the fit out works and any other works in Leased Premises, for a limit equal with the value of works, including third party liability and cover for damages caused to preexisting property (clause 119 under CAR insurance), each insurance having an at least equal limit with the value mentioned under Clause 6.1 of Section 1, for each insured event.
- (ii) general third party liability insurance including Tenant’s liability, for a limit not less than the amount mentioned under Clause 6.1 of Section I, to cover material damages, bodily injuries or death in connection with the business operation of the Tenant at the Leased Premises, without excluding loss, damage or injury caused in connection with minor construction/ renovation/ refurbishing activities.
- (iii) Property and Business Interruption Insurance to cover:

- a) pierderi materiale sau daune ale bunurilor detinute de Chirias in Spatiul Inchiriat, inclusiv, dar fara limite, dotari, echipamente si orice active fixe, stoc de marfa. Valoarea asigurarii va fi valoarea integrala de inlocuire a bunurilor asigurate;
- b) pierderea profitului brut in urma intreruperii activitatii in Spatiul Inchiriat, cauzata de pierderi materiale asigurate la bunurile Chiriasului sau ale cladirii Centrului Comercial.

**14.3.2.** Chiriasul ii va prezenta Proprietarului dovada respectivelor polite de asigurare, la cerere, sub sanctiunea platii de penalitati in cuantumul prevazut la Clauza 23.5 lit. (iv) din prezenta Sectiune II. De asemenea, Chiriasul este de acord si se obliga sa recurga si sa faca uz de propriile asigurari de proprietate, pentru daunele la bunurile proprii, indiferent daca dauna suferita este din culpa Proprietarului. De asemenea Chiriasul este de acord sa nu il tina responsabil pe Proprietar pentru daunele acoperite de oricare dintre asigurarile Chiriasului si nu va acorda asiguratorului niciun drept de regres impotriva Proprietarului si/sau asiguratorilor Proprietarului in legatura cu politele de asigurare sus-mentionate.

**14.3.3.** Fara afectarea prezentului Contract, Chiriasul, la libera sa alegere, poate achizitiona asigurari suplimentare, dupa cum este necesar in functie de activitatile de afaceri si de politica de management al riscului Chiriasului.

- a) material loss of, or damage to the property owned by the Tenant in the Leased Premises, including but not limited to fit out, equipment and any fix assets, stocks. The insurance value shall be the full replacement value of the insured property;
- b) loss of gross profit further to interruption of the activity in the Leased Premises, caused by insured material loss to the assets of the Tenant or the building of the Commercial Center.

**14.3.2.** The Tenant shall present to the Landlord evidence of such insurance policies on demand, under the sanction of applying penalties in the amount specified under Clause 23.5 lit. (iv) of the present Section II Also, the Tenant agrees and is obliged to use its own property insurances, for the damages of it's own goods, no matter if the damage is under Landlord's fault. Also, the Tenant agrees that it shall not hold responsible the Landlord for the damages covered by any of Tenant's insurance and it shall grant no right of regress to its insurer against the Landlord and/or Landlord's insurers in relation to the aforementioned insurance policies.

**14.3.3.** Without prejudice to the present Agreement, the Tenant may, at its sole discretion, purchase any additional insurance as required by the business operation or deemed necessary according to the risk management policy of the Tenant.

**14.3.4.** Chiriasul convine sa nu il tina responsabil pe Proprietar pentru pierderi financiare subsidiare, legate de intarzieri ale lucrarilor de constructii cauzate de riscurile asigurate.

**14.3.5.** Chiriasul va mentine politele de asigurare mentionate mai sus pe intreaga Durata. In plus, Chiriasul are urmatoarele obligatii in ceea ce priveste asigurarea Proprietarului:

- (i) sa plateasca, in conformitate cu cererea scrisa a Proprietarului: (a) valoarea intregii fransize in conformitate cu polita de asigurare respectiva, in cazul oricaror actiuni sau inactiuni ale Chiriasului cu privire la oricare dintre riscurile asigurate si (ii) orice majorare a primelor de asigurare, ca urmare a oricaror actiuni sau inactiuni ale Chiriasului;
- (ii) sa indeplineasca orice conditii mentionate in asigurarea Proprietarului si orice cerinte ale asiguratorilor Proprietarului;
- (iii) sa nu cauzeze incetarea oricarei polite de asigurare a Proprietarului;
- (iv) sa notifice Proprietarul cu privire la oricare risc asigurat in incinta Spatiului Inchiriat sau cu privire la oricare alt aspect care ar trebui in mod rezonabil notificat asiguratorilor Proprietarului, imediat dupa ce Chiriasul a luat la cunostinta de existenta unui asemenea risc.
- (v) in cazul formularii de catre Chirias a unei pretentii de despagubire catre Proprietar si/sau asiguratorii Proprietarului cu privire la o dauna produsa din

**14.3.4.** The Tenant agrees that it shall not hold responsible the Landlord for consequential financial loss, related to delays in construction works, caused by insured risks.

**14.3.5.** The Tenant's insurance policies mentioned above shall be maintained all-through the Lease Term. Moreover, the Tenant has the following obligations regarding the Landlord's Insurance:

- (i) to fully pay according to the written request of the Landlord: (i) the full value of the franchise according to the respective insurance policy, in case of any actions or inactions of the Tenant regarding any insured risks and (ii) any increase of any insurance premiums derived from any action or inaction of the Tenant.
- (ii) to comply with all the conditions of the insurance policies and all the requirements of the Landlord's insurers,
- (iii) not to cause the termination of any of the insurance policies of the Landlord; and
- (iv) to notify the Landlord regarding the incidence of any insured risk within the Leased Premises or regarding any other aspect which should be reasonably notified to the insurers of the Landlord as soon as it learns of it.
- (v) in the case of Tenant's submission of a damage indemnification to the Landlord and/or Landlord's insurers regarding a damage caused by Landlord's fault but

culpa Proprietarului dar care, din motive obiective, nu se poate recupera in baza asigurarilor Chiriasului, atunci Chiriasul se obliga sa furnizeze Proprietarului si/sau asiguratorilor Proprietarului si/sau agentului de asigurari al Proprietarului, in termen de maxim 30 (treizeci) de zile, toate documentele justificative relevante, pentru verificarea modului in care a fost determinat cuantumul pretentiei.

**14.3.6.** Daca sumele asigurate potrivit oricarei asigurari a Proprietarului nu pot fi recuperate partial sau total din vina Chiriasului, acesta din urma va plati Proprietarului, in baza unei cereri scrise, prejudiciul nerecuperat sau valoarea diferentelor, dupa cum va fi cazul.

#### **14.4. Publicitatea Chiriasului**

**14.4.1.** Chiriasul poate instala casete publicitare luminoase sau neluminoase numai in conformitate cu Manualul de Amenajare. Chiriasul ii va prezenta Proprietarului toate propunerile de instalatii publicitare cat mai curand posibil, dar, in orice caz, inainte de semnarea Procesului-Verbal de Predare-Primire, pentru aprobare scrisa.

**14.4.2.** La sfarsitul Duratei sau la incetarea Contractului, Chiriasul trebuie sa indeparteze instalatiile publicitare pe propria cheltuiala in termen de 8 (opt) zile si este obligat sa readuca Spatiul Inchiriat la starea initiala, pe propria cheltuiala.

**14.4.3.** Reducerile finale si vanzarile de lichidare sunt permise numai cu acordul scris al Proprietarului.

#### **14.5. Declaratii si Garantii**

which, under objective reasons, it can't be recovered under the Tenant's insurance, then the Tenant undertakes to provide to the Landlord and/or Landlord's insurers and/or Landlord's insurance agent, in a maximum limit of 30 (thirty) days, all the relevant supporting documents, to verify the way in which the claim's amount was determined.

**14.3.6.** If insurance amounts under any of the Landlord's insurance policies are wholly or partially irrecoverable by reason of any culpable act or default of the Tenant, the Tenant shall pay to the Landlord, based on a written request, the irrecoverable amount or the value of the differences, as the case may be.

#### **14.4. Tenant' Advertising**

**14.4.1.** The Tenant may only install advertising lighted or not lighted boxes in accordance with the Fit Out Manual. The Tenant shall submit all proposals for advertising installations to the Landlord as soon as possible but in any event prior to the execution of the Delivery Protocol, for written approval.

**14.4.2.** At the end of the Term or at the termination of the Agreement, the Tenant must remove the advertising installation at his own cost, within 8 (eight) days and is obliged to restore the Leased Premises to its original state, at its own expense.

**14.4.3.** Final sales and closing sales are allowed only with the Landlord's written consent.

#### **14.5. Representations and Warranties**

**14.5.1.** Chiriasul declara si garanteaza ca detine capacitatea deplina pentru a incheia un astfel de Contract care ii este deplin opozabil. Reprezentantul Chiriasului declara si garanteaza in nume propriu si pe proprie raspundere ca detine toate aprobarile corporative necesare pentru a incheia prezentul Contract.

**14.5.2.** Chiriasul declara si garanteaza ca este o societate infiintata valabil, care functioneaza si este autorizata legal sa efectueze Activitatea Comerciala declarata, dupa cum se stabileste in prezentul Contract de Inchiriere, potrivit legilor din Romania, si are dreptul de a utiliza marca/brandul si de a opera activitatile indicate in Spatiul Inchiriat.

## **15. SUB-INCIRIERE SI CESIUNE**

**15.1.** Chiriasul nu va cesiona, in totalitate sau in parte, niciunul dintre drepturile sale in baza prezentului Contract si nu va subinchiria, sau nu va transfera folosinta unui tert, in totalitate sau in parte, asupra Spatiul Inchiriat, fara acordul prealabil scris al Proprietarului si in absenta achitarii anterioare a tuturor obligatiilor restante prin prezentul Contract de Inchiriere.

**15.2.** In cazul in care Proprietarul este de acord cu sub-inchirierea, in totalitate sau in parte, a Spatiului Inchiriat, sau cu cesiunea drepturilor contractuale, Chiriasul si cesionarul/sub-chiriasul vor fi tinuti raspunzatori in mod solidar si indivizibil, pentru toate obligatiile in baza prezentului Contract pe durata respectivei cesiuni/subinchirieri.

**15.3.** In cazul in care sunt datorate autoritatilor impozite sau contributii pentru transferul dreptului de folosinta a Spatiului Inchiriat, Chiriasul va suporta in totalitate astfel de impozite si/sau contributii.

**14.5.1.** The Tenant represents and warrants that it has full capacity to enter into such Agreement which is binding for it. The Tenant's representative, represents and warrants, on his/her name and on his/her own account and liability, that he/she has all the corporate approvals to enter into this Agreement.

**14.5.2.** The Tenant represents and warrants that it is a company validly established, duly existing and authorised to perform the Commercial Activity, as set forth in this Lease, according to the laws of Romania, and has power to use the brand and to operate the mentioned activities within the Leased Premises.

## **15. SUBLEASE AND ASSIGNMENT**

**15.1.** The Tenant shall not assign, in whole or in part, any of his rights under this Agreement, nor sublease, or transfer the use of the Leased Premises to a third party, in whole or in part, without prior written consent of the Landlord and in the absence of prior payment of all outstanding obligations pursuant to this Agreement.

**15.2.** In case the Landlord agrees to sublease in whole or in part the Leased Premises or assign in whole or in part the contractual rights herein, the Tenant and assignee/sub-tenant shall jointly and severally be bound for all obligations under the present Agreement during the term of the assignment/sublease of this Agreement

**15.3.** If taxes or contributions are due to the authorities for transferring the right of use/sublease of the Leased Premises, the Tenant shall exclusively born and pay such taxes or contributions.

**15.4.** In cazul unei modificari intervenite cu privire la:

- (i) Actionarii/asociatii sau structura actionariatului/asociatilor Chiriasului,
- (ii) raspunderea personala a actionarului(ilor) /asociatului(ilor) Chiriasului

Chiriasul va notifica Proprietarul, in scris, in termen de 5 (cinci) Zile Lucratoare de la aparitie, despre astfel de circumstante, sau alte circumstante importante pentru relatia de inchiriere.

**15.5.** Proprietarul are dreptul de a inceta prezentul Contract, daca din orice motiv pe care Proprietarul il considera intemeiat, inclusiv motive ce tin de politicile si procedurile interne ale Proprietarului, aplicabile la nivel de grup si publicate pe site-ul <https://nepirockcastle.com/>, noii actionari/ asociati ai Chiriasului, subchiriasului sau cesionarului nu prezinta acelasi nivel de seriozitate, experienta profesionala si calitate ca actionarii/asociatii cunoscuti de Proprietar la Data Semnarii prezentului Contract, respectiv la data semnarii contractului de subinchiriere/ cesiune si/ sau sunt in conflict cu politicile si procedurile Proprietarului.

**15.6.** Proprietarul poate cesiona, nova sau in orice alt mod transfera oricare si toate drepturile si obligatiile sale rezultand din prezentul Contract catre un tert (inclusiv cesiunea creantelor conform Contractului catre orice institutie financiara) iar Chiriasul se declara in mod expres de acord cu aceasta prevedere.

**15.7.** Prezentul Contract va ramane valabil, in aceiasi termeni si aceleasi conditii, in cazul in care o parte sau intregul drept de proprietate asupra Centrului Comercial este transferat in orice mod unui tert printr-un act sau contract incheiat de Proprietar. Proprietarul se obliga sa il notifice pe Chirias cu

**15.4.** In case of a change occuring in:

- (i) the shareholding/associates or the ownership structure of the Tenant;
- (ii) the personal liability of the shareholder(s)/associat(es) of the Tenant

The Tenant shall notify the Landlord in writing within 5 (five) Business Days as of the occurrence of such event about such circumstances, or other important circumstances for the lease relation.

**15.5.** The Landlord shall have the right to terminate this Agreement, if, for any reason considered by the Landlord grounded reason, including reasons related to Landlord's policies and procedures, applicable at group level and published on the website <https://nepirockcastle.com/>, the new shareholders or associates of the Tenant, subtenant or assignee do not present the same credentials, expertise and quality as shareholders/associates known by the Landlord at the Signing Date of this Agreement, respectively at the date of signing the sublease/assignment agreement and/ or are conflicting with Landlord's policies and procedures.

**15.6.** The Landlord may assign, novate, or in any other way transfer in whole or in part any of his rights and obligations under this Agreement, to a third party, (including the assignment of receivables according to the agreement signed with a financial institution in this respect), and the Tenant expressly agrees with such provision.

**15.7.** This Lease Agreement shall remain valid, under the terms and conditions herein, if the full or partial ownership of the Commercial Centre is transferred in any way to another person by an act or contract made by the Landlord. The Landlord undertakes to promptly notify the Tenant of any such

promptitudine in legatura cu un astfel de transfer si sa se asigure ca drepturile si obligatiile Chiriasului vor continua fara a fi afectate. In aceste conditii, Chiriasul se obliga sa semneze, la cerere, orice documente si sa incheie orice contracte care ar fi necesare pentru ca orice cesiune, novatie sau transfer efectuate de Proprietar sa isi produca in totalitate efectele.

## **16. CLAUZA DE NEEXCLUSIVITATE**

**16.1.** Partile agreeaza in mod expres faptul ca pe toata Durata Inchirierii nu este acordata Chiriasului niciun fel de exclusivitate si nu este instituita in sarcina Proprietarului nicio obligatie de neconcurenta, prin urmare Proprietarul va ramane liber sa hotarasca inchirierea spatiilor de inchiriat ale Centrului Comercial oricarui tert, indiferent de activitatea comerciala pe care o va desfasura respectivul tert.

## **17. LUCRARILE CHIRIASULUI**

**17.1.** Chiriasul va intocmi, in termenul prevazut in Clauza 4.4 din Sectiunea I, pe propria cheltuiala, Proiectul de Amenajare si va pregati orice documente si informatii tehnice pe care le poate solicita Proprietarul pentru a se asigura ca Lucrarile Chiriasului sunt la un nivel satisfacator, si i le va transmite Proprietarului pentru aprobare scrisa (respectiva aprobare neputand fi retinuta sau intarziata in mod nejustificat) in termenul prevazut in Clauza 4.4 din Sectiunea I, sub sanctiunea aplicarii de penalitati pe zi de intarziere conform prevederilor Clauzei 23.5 (v) din prezenta Sectiune II. Aprobarea Proiectului de Amenajare nu va fi interpretata in niciun caz ca o forma de declaratie sau confirmare din partea Proprietarului ca Proiectul de Amenajare este conform cu legislatia si reglementarile aplicabile sau ca o eliberare a Chiriasului de obligatiile sale de a efectua si de a receptiona lucrarile de amenajare in

transfer and to ensure that the Tenant's rights and obligations under this Lease Agreement shall continue unaffected. Subject to the above conditions, the Tenant undertakes, if so requested, to execute such instruments and enter such agreements as may be necessary to give effect to such novation, assignment or transfer by the Landlord.

## **16. NON - EXCLUSIVITY**

**16.1.** The Parties hereby expressly agree that , for the entire Lease Term, shall not be granted any exclusivity and the Landlord shall not have any non- competition obligation, so that the Landlord shall be free in deciding to lease the rentable spaces of the Commercial Center to any third party, irrespective of the commercial activity that may be carried out by such third party.

## **17. TENANT'S WORKS**

**17.1.** The Tenant shall, within the period mentioned under Clause 4.4 of Section I, at its own expense, prepare the Fit Out Project and shall prepare any documents and technical information as the Landlord may require to ensure that the Tenant's Works are on a satisfactory level and shall submit them to the Landlord for written approval (such approval cannot be unreasonably withheld or delayed) in maximum 30 (thirty) calendar days as of the Signing Date under the sanction of penalties per day of delay according to Clause 23.5 (v) of this Section II. The approval of the Fit Out Project shall not be construed in any way as a form of statement or confirmation by the Landlord that the Fit Out Project is in accordance with the applicable laws and regulations or as a release of the Tenant from its obligations to carry out and to perform the reception of the fit out works in accordance with the applicable laws and regulations.

conformitate cu legislatia si reglementarile aplicabile.

**17.2.** La data finalizarii lucrarilor Chiriasului in termenul maxim prevazut in Clauza 4.5 din Sectiunea I, Chiriasul are obligatia de a informa Proprietarul si de a remite Proprietarului documentele finale si complete referitoare la lucrarile Chiriasului, astfel cum aceste documente sunt detaliate in Anexa 6 - Manualul de Amenajare, impreuna cu orice alt document a carui predare poate fi impusa prin lege, sub sanctiunea aplicarii de penalitati conform prevederilor Clauzei 23.5 (vi) din prezenta Sectiune II.

**17.3.** Chiriasul este unicul responsabil pentru obtinerea, inainte de inceperea lucrarilor de amenajare a Spatiului Inchiriat, in mod corespunzator, a tuturor aprobarilor legale necesare efectuarii acestor lucrari, precum si pentru efectuarea lucrarilor de amenajare in deplina conformitate cu prevederile legale si normele de reglementare in vigoare precum si cu prevederile contractuale aplicabile.

**17.4.** Pe riscul si cheltuiala sa, Chiriasul va efectua Lucrarile Chiriasului:

- (i) in conformitate cu conditiile tehnice specificate in Manualul de Amenajare, Proiectul de Amenajare (aprobat de catre Proprietar), autorizatiile necesare, prevederile Regulamentului de Ordine Interioara si cu orice cerinte rezonabile ale Proprietarului;
- (ii) astfel incat sa nu impiedice sau sa intervina in niciun fel in efectuarea oricaror alte lucrari in cadrul Centrului Comercial sau a oricarei parti a acesteia;
- (iii) in mod corect si corespunzator, actionand cu diligenta si folosind materiale de calitate si potrivite;

**17.2.** At the completion of the Tenant's works within the maximum term as provided in Clause 4.5 of Section I, the Tenant shall inform the Landlord and shall hand-over to the Landlord the final and complete documents related to the Tenant's works, as such documents are detailed in Annex 6 - Fit Out Manual, together with any other document whose handing over may be required by law, under the sanction of per day delay penalties according to Clause 23.5 (vi) of this Section II.

**17.3.** The Tenant is solely responsible to duly obtain, prior to the starting of Tenant's fit-out works regarding the Leased Premises of all necessary legal approvals for the above mentioned fit out works, as well as to carry out the fit out works in full compliance with the applicable legal provisions and regulations in force as well as the applicable contractual provisions.

**17.4.** The Tenant shall, at its expense and risk carry out the Tenant's works:

- (i) in compliance with the technical conditions of the Fit Out Manual, the Fit Out Project (as approved by the Landlord), the necessary consents, the provisions of the Internal Regulations and with any reasonable requirements of the Landlord;
- (ii) so as to cause no obstruction to or interference with the carrying out of any other works at the Commercial Center or any part thereof;
- (iii) in a good and workmanlike manner, acting diligently and using good and suitable materials;

- (iv) astfel incat sa le finalizeze in termenul precizat la Clauza 4.14 din Sectiunea II.

**17.5.** Chiriasului ii este interzis sa efectueze modificari structurale sau alte modificari interioare (cum ar fi modificarile legate de impartirea Spatiului Inchiriat) sau exterioare Spatiului Inchiriat pe intreaga Durata, fara aprobarea prealabila scrisa a Proprietarului. Acest lucru se aplica si inscriptiilor de orice fel (placi cu nume si logo-uri, logo-uri luminoase etc.).

**17.6.** In cazul in care finalizarea Lucrarilor Chiriasului este afectata ca urmare a masurilor constructive dispuse de catre Chirias privind modernizarea/utilizarea Spatiului Inchiriat, fie ca acestea au fost comandate Proprietarului sau tertilor, acest lucru nu va influenta obligatia Chiriasului de a deschide Spatiul Inchiriat publicului la Data Inaugurarii si nu va intarzia plata oricaror sume datorate in baza prezentului Contract.

**17.7.** Orice costuri, cheltuieli, taxe si daune cauzate direct sau indirect de Lucrarile Chiriasului vor fi suportate de catre Chirias si, daca este cazul, vor fi rambursate de catre Chirias Proprietarului.

**17.8.** In cazul in care Chiriasul nu respecta clauzele cuprinse in aceasta Clauza 17 Proprietarul va avea dreptul:

- (i) sa dispuna indepartarea de catre Chirias a oricaror lucrari neautorizate efectuate de acesta si repararea tuturor daunelor cauzate de astfel de lucrari neautorizate (in bani sau in natura, dupa cum stabileste Proprietarul), lucru care nu va scuti Chiriasul de obligatia de a-si finaliza lucrarile si/sau repara orice alte incalcati existente; si

- (iv) so as to be completed within the term specified in Clause 4.14 of Section II.

**17.5.** The Tenant is prohibited to make structural changes or other inside changes (such as changes related to dividing the space of the Leased Premises) or outside changes of the Leased Premises during the Term, without the Landlord's prior written approval. This shall also apply to inscriptions of any type (nameplates and logos, lighting logos etc.).

**17.6.** If the completion of the Tenant's works is impaired due to construction measures ordered by the Tenant upon upgrading/endowing the Leased Premises, notwithstanding whether they were ordered to the Landlord or third parties, this shall not influence the Tenant's obligation to open the Leased Premises to the public on the Opening Date and shall not delay the payment of any due amounts under this Agreement.

**17.7.** Any costs, expenses, fees and damages caused directly or indirectly by the Tenant's works shall be borne by the Tenant and, if necessary, shall be repaid by the Tenant to the Landlord.

**17.8.** If the Tenant fails to observe the covenants contained in this Clause 17, the Landlord shall be entitled to:

- (i) order that any unauthorized works carried out by the Tenant are removed by the Tenant and order the Tenant to make good all damage caused by such unauthorized works (either in kind or in money, as determined by the Landlord), which shall not exempt the Tenant from its obligation to complete the Tenant's works and/or remedy any other existing breaches; and

- (ii) sa intre in Spatiul Inchiriat pentru a restaura sau indeparta orice modificari sau completari neautorizate, pe costul Chiriasului, care va rambursa Proprietarului la cererea acestuia, in termen de 5 (cinci) Zile Lucratoare de la facturare, orice costuri suportate de Proprietar.

**17.9.** In ipoteza in care Chiriasul va dori, pe Durata Contractului, sa renoveze/reamenajeze Spatiul Inchiriat, prevederile prezentului articol 17 se vor aplica *mutatis mutandis*.

## **18. LUCRARILE PROPRIETARULUI**

**18.1.** Spatiul Inchiriat predat va avea specificatiile tehnice mentionate in Manualul de Amenajare.

**18.2.** Proprietarul trebuie sa doteze Spatiul Inchiriat cu instalatii tehnice de siguranta, respectiv primul nivel de sprinklere si detectoare de fum, conform prevederilor oficiale si legale, acest lucru fiind in interesul sigurantei Centrului Comercial, al chiriasilor si al clientilor lor. Achizitionarea si instalarea primului nivel de sprinklere si detectoarelor de fum vor fi realizate/executate de catre Proprietar, pe costul si cheltuiala Chiriasului. Aceste costuri investitiionale singulare pentru dotarea tehnica de siguranta de baza in Spatiul Inchiriat se vor limita la suma prevazuta la Clauza 5.5.5 din Sectiunea I. Pentru evitarea oricarui dubiu orice sisteme secundare de sprinklere si detectoare de fum ce se impun prin Proiectul de Amenajare al Chiriasului, prezenta plafoanelor etc., vor fi executate/instalate de catre Chirias, pe costul si cheltuiala sa.

**18.3.** Proprietarul are dreptul inainte si dupa Data Inaugurarii:

- (i) sa construiasca pe, extinda, modifice, mentina, repare, inlocuiasca si reinnoiasca orice

- (ii) enter the Leased Premises to reinstate or remove any unauthorized alterations or additions, on Tenant's expenses, which shall be reimbursed to the Landlord upon its demand within 5 (five) Business Days from invoicing, any costs incurred by the Landlord.

**17.9.** In case the Tenant wants, during the Lease term, to refurbish/rearrange the Leased Premises, the provisions of this article 17 shall apply *mutatis mutandis*.

## **18. LANDLORD WORKS**

**18.1.** The Leased Premises will have the technical specifications mentioned within the Fit Out Manual.

**18.2.** In the interest of the safety of the Commercial Center and its tenants and customers and in accordance with the official and legal regulations, the Landlord shall implement safety systems, respectively the first level of sprinklers and smoke detectors in the Leased Premises. The purchase and installation of the first level of sprinklers and smoke detectors will be performed/executed by the Landlord, under Tenant's cost and expense. These singular investment costs for the basic safety technical equipment in the Leased Premises will be limited to the amount under Clause 5.5.5 of Section I. For the avoidance of any doubt, any secondary sprinklers systems and smoke detectors that are imposed according to the Tenant's Fit Out Project, ceilings etc., will be performed/installed by the Tenant, on his own cost and expense.

**18.3.** The Landlord is entitled to, before and after the Opening Date:

- (i) build upon, extend, vary, maintain, repair, replace and renew any other part or parts of

alta parte sau alte parti ale Centrului Comercial (inclusiv Spatiile si Partile Comune) si orice terenuri sau cladiri adiacente ale Proprietarului, inclusiv extinderea Centrului Comercial etc;

- (ii) sa opereze modificarile pe care le considera rezonabile in proiectarea Centrului Comercial; si
- (iii) sa schimbe utilizarea, sa opreasca sau sa controleze accesul in Spatiile si Partile Comune, dupa cum considera oportun, chiar daca acest lucru poate impiedica, afecta sau interveni in confortul sau accesul in Spatiul Inchiriat, cu conditia ca, in cadrul Centrului Comercial, sa fie disponibile intotdeauna posibilitati de acces rezonabile in Spatiul Inchiriat.

**18.4.** Proprietarul poate, de asemenea, efectua lucrari de intretinere, reparatii sau modificari in Spatiul Inchiriat, fara acordul Chiriasului, dar pe cheltuiala acestuia, in masura in care astfel de lucrari sunt necesare. Astfel de cheltuieli vor fi rambursate Proprietarului la prima lui cerere, in termen de 5 (cinci) Zile Lucratoare de la facturare. Chiriasului nu ii este permis sa impiedice astfel de lucrari si va mentine Spatiul Inchiriat accesibil pentru realizarea acestora. In cazul in care nu va indeplini acest lucru, Chiriasul va despagubi Proprietarul pentru toate daunele rezultate.

## 19. INTRETINERE SI REPARATII

**19.1.** Chiriasul va pastra Spatiul Inchiriat intr-o conditie buna si in stare de functionare, in conformitate cu Regulamentul de Ordine Interioara si cu Manualul de Amenajare si, in conformitate cu utilizarea prevazuta, va repara, moderniza si/sau remodela fatada si

the Commercial Center (including the Common Areas and Parts) and any adjoining land or buildings of the Landlord, including the extension of the Commercial Center etc.;

- (ii) make such changes in the design of the Commercial Center as it finds reasonable; and
- (iii) to change the use of, to close or to control access of the Common Areas and Parts in such manner as the Landlord may think fit even though they may obstruct, affect or interfere with the amenity of, or access to the Leased Premises, provided that, within the Commercial Center, reasonable access possibilities to the Leased Premises are available at all times.

**18.4.** The Landlord may also carry out maintenance, repair or changing works in the Leased Premises without the Tenant's consent but on the Tenant's expense to the extent such works are required. Such expenses shall be reimbursed to the Landlord upon its first demand within 5 (five) Business Days from invoicing. The Tenant is not allowed to prevent such works and it shall keep the Leased Premises accessible for carrying them out. In case he fails to do so, he shall indemnify the Landlord for all damages resulting there from.

## 19. MAINTAINANCE AND REPAIRS

**19.1.** The Tenant shall keep the Leased Premises in good and operational condition and, in accordance with the Internal Regulations and the Fit Out Manual and suitable for the defined use, it shall repair, refurbish and/or remodel the storefront and the interior

finisajele interioare ale Spatiului Inchiriat, astfel incat sa fie in conformitate cu designul prototip al magazinului Chiriasului din momentul respectiv si cu tendintele de design si caracteristicile stabilite de Proprietar pentru fatadele din Centrul Comercial.

**19.2.** Chiriasul se angajeaza sa repare pe costul si cheltuiala sa, si fara intarziere, orice defect/prejudiciu/dauna/stricaciune cu privire la Spatiul Inchiriat inclusiv, dar fara a se limita la, dotarile, instalatiile, accesoriile tehnice (de exemplu, tevi, cabluri, sistem electric sistemul A/C, rooftop sau pompa de caldura, dupa caz). Pentru evitarea oricarui dubiu, Chiriasul este responsabil pentru intretinerea si repararea Spatiului Inchiriat si este obligat sa efectueze toate reparatiile, cu exceptia elementelor structurale ale cladirii (spre exemplu: pereti exteriori, pereti de sustinere). Aceasta exceptie nu este aplicabila in cazul in care Chiriasul este raspunzator de prejudiciul produs, ipoteza in care Proprietarul va remedia prin contractarea de societati specializate, pentru a efectua lucrarile necesare pe socoteala Chiriasului, iar cheltuielile vor fi rambursate Proprietarului la prima sa cerere, in termen de 5 (cinci) Zile Lucratoare de la facturare.

**19.3.** In cazul in care Chiriasul nu isi indeplineste obligatiile care ii revin conform Clauzelor 19.1 si 19.2 de mai sus, intr-un termen rezonabil notificat de catre Proprietar, Proprietarul poate contracta o societate pentru a efectua lucrarile necesare pe cheltuiala Chiriasului, cheltuieli care vor fi rambursate Proprietarului la prima sa cerere, in termen de 5 (cinci) Zile Lucratoare de la facturare.

**19.4.** Proprietarul este responsabil pentru:

- (i) intretinerea si repararea Spatiilor si Partilor Comune;

finishes of the Leased Premises so as to be in accordance with the Tenant's then current prototype store design and design trends and characteristics established by the Landlord for storefronts in the Commercial Center.

**19.2.** The Tenant undertakes to repair at its sole cost and expense and without delay, any flaw/damage/claim/defect relating to the Leased Premises, including but not limited to the technical facilities and fittings, installations (e.g. pipes, wires, electrical, A/C system, rooftop or heat pumps, if any). For the avoidance of any doubt, the Tenant shall be responsible for the maintenance and repair of the Leased Premises and must perform all repairs, with the exception of the structural elements of the building (e.g. external walls, structural walls). This exception shall not be applied in case the Tenant is responsible for the damage, case in which the Landlord shall remedy by contracting specialized companies for performing such necessary works, on the Tenant's expense, expenses which shall be reimbursed to the Landlord at its first demand, within 5 (five) business days as of invoicing.

**19.3.** In case the Tenant fails to fulfil its liabilities, as per Clause 19.1 and 19.2 above, within a reasonable period of time, as notified by the Landlord, the Landlord may contract a company to perform the required works at the Tenant's expense, which shall be reimbursed to the Landlord upon its first demand within 5 (five) Business Days from the invoicing.

**19.4.** The Landlord is responsible for:

- (i) the maintenance and repair of the Common Areas and Parts;

- (ii) repararea tuturor elementelor structurale ale cladirii (ex: acoperis, pereti, pereti de sustinere).

Pentru evitarea oricarui dubiu, toate costurile suportate de catre Proprietar pentru astfel de lucrari vor fi refacturate Chiriasului fiind incluse in Cheltuielile privind Serviciile Comune.

**19.5.** Intreruperea activitatii Spatiului Inchiriat, din cauza lucrarilor de renovare, reparatii sau mentenanta, nu afecteaza obligatia Chiriasului de a plati chiria si toate celelalte costuri si cheltuieli prevazute de acest Contract.

## **20. DETERIORAREA SAU DISPARITIA SPATIULUI INCHIRIAT**

**20.1.** Daca Spatiul Inchiriat este deteriorat in urma unui risc asigurat si devine in intregime inutilizabil pe o perioada neintrerupta de 2 (doua) saptamani, Proprietarul poate (la alegerea sa) sa repare daunele in momentul:

- (i) inchiderii dosarului de investigare al asiguratorului;
- (ii) platii integrale de catre compania de asigurari a unei sume care sa acopere in intregime reparatia sau reconstructia Spatiului Inchiriat sau a Centrului Comercial, dupa caz; sau
- (iii) obtinerii tuturor autorizatiilor necesare legale (autorizatia de construire, printre altele).

**20.2.** Daca Spatiul Inchiriat este deteriorat in urma unui risc asigurat si nu mai poate fi folosit, in totalitate, pe o perioada continua mai lunga de 30 (treizeci) de zile, Chiriasul nu poate cere Proprietarului niciun fel de daune interese, dar are dreptul la reducerea chiriei intr-o proportie corecta (stabilita de Proprietar), in conformitate cu natura si proportiile daunei, pana la data la care va

- (ii) all repairs of structural elements of the building (e.g. roof, external walls, structural walls).

For the avoidance of any doubt, all costs borne by the Landlord for such works shall be charged to the Tenant as Service Charges.

**19.5.** Disruptions of operations of the Leased Premises due to the maintenance or repair or renovation do not affect the Tenant's obligation to pay the rent and all the other costs due under this Agreement.

## **20. DAMAGE OR DISAPPEARANCE OF THE LEASED PREMISES**

**20.1.** If the Leased Premises are damaged by an insured risk and become unusable in total during a continuous period of 2 (two) weeks, then the Landlord may (at its own discretion) repair the damage upon:

- (i) closing of the insurance investigation file;
- (ii) full pay-out by the insurance company of an amount that fully covers the repair or reconstruction of the Leased Premises or Commercial Center if applicable; or
- (iii) obtaining all necessary legal permits (amongst others, building permit).

**20.2.** If the Leased Premises is damaged by an insured risk and the Leased Premises become wholly incapable of practical use during a continuous period more than 30 (thirty) days, the Tenant may not claim from the Landlord any damages but it is entitled to a decrease of the Rent by a fair proportion (determined by the Landlord) according to

surveni prima dintre urmatoarele date, la care:

- (i) Spatiul Inchiriat va fi, din nou, corespunzator pentru ocupare si utilizare; sau
- (ii) Centrul Comercial este suficient restaurat astfel incat Chiriasul sa isi poata reface lucrarile (si orice alte modificari si imbunatatiri care au fost realizate anterior in Spatiul Inchiriat).

**20.3.** In cazul in care Chiriasul provoaca incendii sau orice alte riscuri asigurate, dispozitiile Clauzei 20.2 de mai sus nu sunt aplicabile, iar pe langa orice alte reparatii la care Proprietarul are dreptul, acesta din urma va fi in continuare indreptatit sa incaseze Chiria si toate celelalte costuri potrivit prezentului Contract, pentru intreaga perioada ramasa din Durata, indiferent de perioada in care activitatea Chiriasului este intrerupta ca urmare a producerii acestor riscuri.

**20.4.** Daca, dupa 6 (sase) luni de la deteriorarea sau distrugerea Spatiului Inchiriat sau a oricaror Spatii si Parti Comune care sunt necesare in mod rezonabil pentru utilizarea sau accesul in Spatiul Inchiriat in conformitate cu prezentul Contract, Spatiul Inchiriat este inca impropriu pentru a fi utilizat din cauza deteriorarii in urma unui risc asigurat, Proprietarul are dreptul sa reloce Chiriasul conform Clauzei 1.4 din prezenta Sectiune II sau poate denunta Contractul in orice moment, de plin drept, fara somatie, fara punere in intarziere si fara nicio alta formalitate prealabila, prin simpla declaratie unilaterala de denuntare, comunicata potrivit prezentului Contract.

**20.5.** In cazul in care Proprietarul trebuie sa efectueze lucrari de reparatii in Spatiul Inchiriat, fie in beneficiul Spatiului Inchiriat, fie in cel al Centrului Comercial (altele decat

the nature and extent of the damage until the earliest of the date upon which:

- (i) the Leased Premises shall again be fit for occupation and use, or
- (ii) the Commercial Center has been sufficiently reinstated so that the Tenant may restore his works (and any other alterations and improvements that had previously been made to the Leased Premises).

**20.3.** If fire or any other insured risk is caused by the Tenant, the provisions of Clause 20.2 above shall not apply and in addition to any other remedies the Landlord is entitled, the latter shall also be entitled to receive the Rent and all the other costs pursuant to this Agreement, which will be due to the Landlord for the entire period remaining of the Term, regardless of the period of time for which the activity of the Tenant is interrupted as a result of the occurrence of such insured risks.

**20.4.** If after 6 (six) months from the damage or destruction of the Leased Premises or any of the Common Areas and Parts which are reasonably required for the use of or access to the Leased Premises in accordance with this Agreement, the Leased Premises is still unfit for use due to damage by an insured risk, the Landlord may relocate the Tenant according to Clause 1.4 of this Section II or may terminate the Agreement at any time, de jure, without any summons, formal notice of delay or other prior formality, by the mere termination notice communicated in accordance with the present Agreement.

**20.5.** In the event that the Landlord has to carry out works of repair in the Leased Premises either for the benefit of the Leased Premises or of the Commercial Center (other than as a

ca urmare a unei incalcarii a unei obligatii a Chiriasului) sau sa extinda Centrul Comercial, care fie impune eliberarea de catre Chirias a Spatiului Inchiriat pe durata reparatiilor (care va fi minima), fie impiedica deschiderea Spatiului Inchiriat, Chiriasul ia la cunostinta si accepta dreptul Proprietarului de a proceda in consecinta si faptul ca Proprietarul nu va fi obligat sa ii puna la dispozitie spatii alternative in cadrul Centrului Comercial pe durata reparatiilor/lucrarilor, dar, daca impedimentul continua pentru mai mult de 30 (treizeci) de zile, Chiriasul are dreptul la o reducere a Chiriei proportionala cu perioada si proportiile impedimentului.

- 20.6.** Chiriasul nu va formula nicio pretentie, obiectie sau interventie impotriva hotararii Proprietarului de a efectua astfel de lucrari in afara Spatiului Inchiriat. De asemenea, Proprietarul poate hotari periodic cu privire la oportunitatea acestor lucrari, la alegerea sa absoluta, iar Chiriasul ii va permite Proprietarului sa intre si sa utilizeze Spatiul Inchiriat, daca acest lucru este necesar in scopul unor astfel de lucrari.

## **21. RESTITUIREA SPATIULUI INCHIRIAT**

- 21.1.** La expirarea Duratei sau la data incetarii din orice alt motiv a Contractului, Chiriasul este obligat sa restituie Spatiul Inchiriat Proprietarului liber de orice drepturi ale tertilor, impreuna cu toate seturile de chei.
- 21.2.** Se agreeaza prin prezentul ca, potrivit Art. 1038 alin. 4 din Noul Cod de Procedura Civila, indiferent de motivul incetarii, Chiriasul renunta in mod expres la notificarea prealabila de 30 (treizeci) de zile astfel cum se mentioneaza in Art. 1038 alin. 3 si alin. 1 si recunoaste in mod expres dreptul Proprietarului de a recurge imediat la procedura de evacuare prevazuta de Capitolul II, Titlul XI din Noul Cod de Procedura Civila.

result of a breach of an obligation by the Tenant) or to extend the Commercial Center which either necessitates the Tenant vacating the Leased Premises for the time of repair/works (which shall be kept to the minimum) or prevents the Leased Premises from being opened, the Tenant acknowledges and accepts the Landlord's right to proceed accordingly and that the Landlord shall not be obliged to provide alternative premises in Commercial Center during such repairs, but if the hindrance lasts for more than 30 (thirty) days, the Tenant is entitled to a reduction of the Rent proportionate to the period and the extent of the hindrance.

- 20.6.** The Tenant shall have no claim, objection or interference against the Landlord's decision to carry out such works outside the Leased Premises. Also, the Landlord shall, in his absolute discretion, from time to time, decide and the Tenant shall permit the Landlord to enter upon and use the Leased Premises, if necessary, for the purposes of such works.

## **21. RETURN OF THE LEASED PREMISES**

- 21.1.** Upon expiry of the Term or as of the date of termination of the Agreement due to any reason, the Tenant is bound to return to the Landlord the Leased Premises free of any third parties rights together with all the sets of keys.
- 21.2.** It is hereby agreed that, according to Art. 1038 para. 4 of the New Civil Procedure Code, regardless of the termination reason, the Tenant expressly waives the prior 30 (thirty) days prior notice, as mentioned under Art. 1038 para. 3 and para. 1 and expressly acknowledges the Landlord's right to immediately start the eviction procedure provided in Chapter II, Title XI of the New Civil Procedure Code.

**21.3.** La momentul restituirii Spatiului Inchiriat, ambele Parti vor semna un proces-verbal privind starea Spatiului Inchiriat cu precizarea fiecarui bun sau imbunatatire care trebuie inlaturat(a), inlocuit(a) sau innoit(a) de catre Chirias, precum si bunurile ce vor ramane in Spatiul Inchiriat, conform deciziei Proprietarului.

**21.4.** Ca regula generala, Chiriasul va indeparta constructiile sau imbunatatirile pe care le-a efectuat, cu exceptia cazului in care Proprietarul isi exercita in mod expres intentia de a le pastra, intelegandu-se insa ca Partile convin in mod expres asupra faptului ca Proprietarul ii va datora Chiriasului o suma totala de 100 (o suta) Euro pentru articolele si/sau imbunatatirile pastrate. Daca Chiriasul nu isi indeplineste obligatia de a indeparta articolele/ imbunatatirile specificate, Proprietarul poate dispune indepartarea lor pe cheltuiala Chiriasului.

**21.5.** Partile agreeaza de comun acord ca imbunatatirile aduse Spatiului Inchiriat de Chirias sa fie transferate in proprietatea Proprietarului la valoarea in RON a 100 (o suta) EUR, suma care va fi platita de Proprietar Chiriasului. De asemenea, in termen de 15 (cincisprezece) zile de la incetarea din orice motiv a Contractului, Chiriasul se obliga sa emita factura aferenta amenajarilor transferate in proprietatea Proprietarului potrivit prezentei Clauze.

**21.6.** Chiriasul are obligatia de a plati Proprietarului, pentru perioada dintre data expirarii Duratei sau a incetarii Contractului si data predarii efective a Spatiului Inchiriat catre Proprietar, o compensatie financiara egala cu Chiria lunara, Cheltuielile privind Serviciile Comune si costurile cu Utilitatile, ajustata prorata cu numarul de zile necesare pentru eliberare Spatiului Inchiriat. Compensatia financiara va fi datorata si

**21.3.** Upon returning the Leased Premises, a delivery protocol shall be executed by both Parties attesting on the conditions of the Leased Premises and detailing each object or improvement which has to be removed, replaced or renewed by the Tenant, as well as the goods which shall remain within the Leased Premises according to the Landlord's decision.

**21.4.** As a general rule, the Tenant shall remove the erections or improvements which he had carried out unless the Landlord expressly exercises his right of decision to keep them, being however understood that the Parties hereby expressly agree that the Landlord shall pay to the Tenant a total amount of EUR 100 (one hundred) for the retained items and/or improvements. If the Tenant fails to fulfil its obligation to remove the specified items/ improvements, the Landlord may order their removal at the Tenant's expense.

**21.5.** The Parties hereby mutually agree that the improvements made by the Tenant to the Leased Premises shall be transferred in Landlord's ownership at a value calculated in RON equivalent to EUR 100 (one hundred), amount which shall be paid by the Landlord to the Tenant. In addition, within 15 (fifteen) days as of the termination for any reasons of the Agreement, the Tenant undertakes to issue the invoice related to the improvements transferred in the ownership of the Landlord according to this Clause.

**21.6.** The Tenant shall have the obligation to pay to the Landlord, for the period of time between expiry of the Term or the termination of the Agreement and the actual return of the Leased Premises to the Landlord, a financial compensation equal to the monthly Rent, Service Charges and Utilities costs, adjusted pro-rata with the number of days necessary to vacate the Leased Premises. The financial

platibila de catre Chirias pe baza facturii emise de Proprietar, in termen de 5 (cinci) zile de la emiterea facturii. Suplimentar, Chiriasul datoreaza Proprietarului penalitatea prevazuta la Clauza 22.5.1 din prezenta Sectiune II.

## 22. INCETAREA CONTRACTULUI

**22.1.** Fara a aduce atingere oricaror obligatii care decurg din prezentul Contract si raman in sarcina Partilor si dupa incetare, Contractul inceteaza in urmatoarele cazuri:

- (i) la expirarea Duratei;
- (ii) prin acordul Partilor;
- (iii) in situatiile prevazute de Clauzele 4.4, 5.7, 20.4 si 30.10 din prezenta Sectiune II.
- (iv) prin reziliere, in conformitate cu Clauza 22.2 coroborat cu Clauza 22.3 si urmatoarele din prezenta Sectiune II;
- (v) prin denuntare unilaterala, in conformitate cu Clauza 22.9 din prezenta Sectiune II.

**22.2.** Proprietarul are dreptul de a rezilia unilateral Contractul conform Clauzei 22.3 de mai jos, in cazul in care Chiriasul si-a incalcat una din obligatiile prevazute in prezentul Contract (fiecare denumit in continuare „**Caz de Neexecutare din partea Chiriasului**”), inclusiv, dar fara a se limita la:

- (i) Chiriasul nu isi indeplineste integral oricare dintre obligatiile de plata, respectiv de raportare care ii revin, conform termenilor si conditiilor prevazute in prezentul Contract, inclusiv, dar fara limitare la Chirie (de Baza

compensation shall be due and payable by the Tenant based on the invoice issued by the Landlord, within 5 (five) days as of the issuance of the invoice. Additionally, the Tenant owes the Landlord the penalty stipulated in Clause 22.5.1 of this Section II.

## 22. TERMINATION OF THE AGREEMENT

**22.1.** Without prejudice to any obligations arising from this Agreement and remain in charge of the Parties after the termination, the Agreement shall be terminated in the following cases:

- (i) upon expiry of the Term of the Agreement;
- (ii) by mutual agreement of the Parties;
- (iii) in the situations provided within Clauses 4.4, 5.7, 20.4 and 30.10 of this Section II.
- (iv) by the termination of the contract, according to Clause 22.2 in conjunction with Clause 22.3 and the following in the present Section II;
- (v) by unilateral denunciation, according to Clause 22.9 in the present Section II.

**22.2.** The Landlord has the right to unilaterally terminate the Agreement according to Clause 22.3 below, if the Tenant has breached any of the obligations provided within the present Agreement (each of them referred to herein as “**Tenant’s Event of Default**”), including without limitation:

- (i) The Tenant does not fully fulfil any of its payment obligations, respectively reporting obligations, in the terms and conditions provided by this Agreement, including but not limited to the payment of the

si/sau raportata la Cifra de Afaceri), Cheltuielile privind Serviciile Comune, Utilitati, Contributia pentru Marketing etc. si daca aceste obligatii nu sunt indeplinite in termen de 5 (cinci) Zile Lucratoare de la notificarea emisa de Proprietar in acest sens;

- (ii) Chiriasul nu constituie, nu completeaza, nu pastreaza sau nu restabileste Garantia, in conformitate cu termenii si conditiile prevazute in Clauza 12 din prezenta Sectiune II, in termen de 7 (sapte) Zile Lucratoare de la notificarea emisa de Proprietar in acest sens;
- (iii) Chiriasul nu isi indeplineste obligatiile in legatura cu predarea Spatiului Inchiriat, dupa cum se descrie in Clauza 4B din prezenta Sectiune II;
- (iv) Chiriasul nu se prezinta la Data Predarii sa preia Spatiul Inchiriat sau refuza sa il preia;
- (v) Chiriasul foloseste Spatiul Inchiriat sau parti din acesta in alte scopuri decat Activitatea Comerciala, fara acordul Proprietarului, si nu a remediat aceasta situatie in termen de 5 (cinci) Zile Lucratoare de la notificarea emisa de Proprietar in acest sens;
- (vi) Chiriasul a abandonat ori a eliberat Spatiul Inchiriat fara acordul Proprietarului;
- (vii) Chiriasul transfera, subinchiriaza, cesioneaza ori acorda in orice fel dreptul de folosinta asupra Spatiului Inchiriat sau pozitia sa din Contract unui tert, fara acordul scris al Proprietarului si/sau sunt aplicabile prevederile

Rent, (Base Rent and/or Turnover Rent), Service Charges, Utilities, Marketing Contribution etc. and if these obligations are not fulfilled within 5 (five) Business Days since the notice issued by the Landlord in this respect;

- (ii) The Tenant fails to establish, to maintain, to complete or to restore the Guarantee under the terms and conditions provided by Clause 12 of this Section II within 7 (seven) Business Days since the notice issued by the Landlord in this respect;
- (iii) The Tenant fails to fulfil its obligations in relation to the Delivery of the Leased Premises, as it is mentioned in Clause 4B of this Section II;
- (iv) the Tenant fails to be present at the Delivery Date or refuses to take it over.
- (v) the Tenant uses, without the Landlord's consent, the Leased Premises or parts of it for other purposes than the Commercial Activity and it has not remedied such situation within 5 (five) Business Days since the notice issued by the Landlord in this respect;
- (vi) The Tenant has abandoned or vacated the Leased Premises without the Landlord's consent;
- (vii) The Tenant transfers, sublets, assigns or give in any way the use right over the Leased Premises or its position from the Agreement to a third party without the written approval of the Landlord and/or the

Clauzei 15.5 din prezenta Sectiune II;

- (viii) Chiriasul nu deschide Spatiul Inchiriat in termen de 2 (doua) zile de la data prevazuta pentru inaugurarea Spatiului Inchiriat conform Clauzei 4.2 din Sectiunea I;
- (ix) Chiriasul afecteaza sau deterioreaza structura Spatiului Inchiriat si/sau a Spatiilor si a Partilor Comune, dupa caz;
- (x) Chiriasul nu respecta obligatiile referitoare la asigurare sau nu respecta masurile legale de siguranta si prevenire in caz de incendiu, precum si orice alte obligatii legale care ii revin in legatura cu Spatiul Inchiriat, si nu a remediat acest aspect in termen de 5 (cinci) Zile Lucratoare de la notificarea emisa de Proprietar in acest sens;
- (xi) Chiriasul nu isi indeplineste obligatia de a semna actul additional prevazut la Clauza 1.4 din prezenta Sectiune II sau nu isi indeplineste orice alta obligatie importanta in conformitate cu Contractul altele decat cele prevazute in cuprinsul prezentei Clauze, si in cazul in care o astfel de incalcare continua timp de 5 (cinci) Zile Lucratoare de la notificarea scrisa in acest sens, transmisa Chiriasului.

**22.3.** Fara a prejudicia drepturile Proprietarului conform Contractului, inclusiv dreptul de a cere despagubiri, in situatia aparitiei unui Caz de Neexecutare din Partea Chiriasului conform Art. 22.2 de mai sus, Proprietarul are dreptul de a considera Contractul rezolvit de plin drept, fara somatie, fara

provisions of Clause 15.5 of this Section II are applicable;

- (viii) The Tenant fails to open the Leased Premises within 2 (two) days from the date established for the opening of the Leased Premises as per Clause 4.2 of the Section I;
- (ix) The Tenant affects or damages the structure of the Leased Premises and/or the Common Areas and Parts, as applicable;
- (x) The Tenant fails to comply with the insurance obligations or fire prevention regulation, or any other legal obligation pertaining to the Tenant regarding the Leased Premises and it has not remedied such situation within 5 (five) Business Days since the notice issued by the Landlord in this respect;
- (xi) The Tenant does not fulfil his obligation to sign the addendum set forth in Clause 1.4 of this Section II, or does not fulfil any other important obligation according to the Agreement other than those provided in the content of this Clause and if such breach continues for 5 (five) Business Days after written notice thereof to the Tenant, and during the same period of time the Tenant shall not have remedied such breach.

**22.3.** Notwithstanding the Landlord's rights under this Agreement, including to request damages if a Tenant's Event of Default occurs according Clause 22.2 above, the Landlord has the right to deem the Agreement terminated de jure, without any summons, formal notice of delay and other

punere in intarziere si fara nicio alta formalitate prealabila, prin simpla declaratie unilaterala de reziliere comunicata Chiriasului, fara sa fie necesara nicio notificare de intarziere, perioada de gratie, hotarare judecatoreasca sau orice alta formalitate legala. In acest sens, se agreeaza prin prezentul ca potrivit Art. 1038 alin. 4 din Noul Cod de Procedura Civila, Chiriasul renunta in mod expres la notificarea prealabila de 30 (treizeci) de zile astfel cum se mentioneaza in Art.1038 alin. 3 si alin. 1 si recunoaste in mod expres dreptul Proprietarului de a recurge imediat la procedura de evacuare prevazuta de Capitolul II, Titlul XI din Noul Cod de Procedura Civila.

**22.4.** In cazul incetarii prezentului Contract, Chiriasul va elibera Spatiul Inchiriat si il va inapoia Proprietarului, in conformitate cu Clauza 21 de mai sus.

**22.5.** Ocuparea Spatiului Inchiriat dupa Incetare

**22.5.1.** Daca dupa expirarea Duratei sau dupa incetarea Contractului prin reziliere ori denuntare, Chiriasul continua sa foloseasca Spatiul Inchiriat sau orice parte din Spatiile si Partile Comune, acest lucru va fi interpretat ca o utilizare ilegala si, in orice caz, nu va prelungi Durata Contractului pentru o perioada nelimitata (tacita relocatiune), si nici nu va fi interpretat ca o reinnoire a prezentului Contract sau o acceptare a acestei ocupari de catre Proprietar. Mai mult, Proprietarul ii poate solicita Chiriasului sa elibereze Spatiul Inchiriat in orice moment. In plus, Chiriasul ii va plati Proprietarului, in plus fata de compensatia financiara prevazuta la Clauza 21.6 din prezenta Sectiune II, o penalizare care se ridica la dublul sumei aferente Chiriei datorate pentru ultimul an al Duratei, impreuna cu orice alte sume care ar fi

prior formality, by the mere unilateral notice communicated to the Tenant, no period of grace, no court decision or any other legal formality being necessary. In this regard, it is hereby agreed that according to Art. 1038 para. 4 of the New Civil Procedure Code, the Tenant expressly waives the prior 30 (thirty) days prior notice, as mentioned under Art.1038 para. 3 and para 1 and expressly acknowledges the Landlord's right to immediately start the eviction procedure provided in Chapter II, Title XI of the New Civil Procedure Code.

**22.4.** In case of termination of this Agreement the Tenant shall evacuate the Leased Premises and return it to the Landlord, in accordance with Clause 21 above.

**22.5.** Occupancy of the Leased Premises after Termination

**22.5.1.** If after the expiry of the Term or after the termination of the Agreement, the Tenant continues to use the Leased Premises or any part of the Common Areas and Parts, this shall be construed as an illegal use and in any case shall not extend the Term of the Agreement for an unlimited period (tacit prorogation) nor shall it be construed as a renewal of this Agreement or an acceptance of this occupancy by the Landlord. Moreover, the Landlord may request the Tenant to vacate the Leased Premises at any moment. In addition, the Tenant shall pay to the Landlord, in addition to the financial compensation provided for in Clause 21.6 of this Section II, a penalty amounting to double the amount of the Rent owed for the last year of the Term together with any other amounts that would have been owed by the Tenant under this

fost datorate de Chirias in baza prezentului Contract, ajustate pro rata temporis pentru fiecare zi de ocupare neautorizata a Spatiului Inchiriat sau a oricarei parti din Spatiile si Partile Comune. Chiriasul va despagubi Proprietarul pentru orice raspundere care rezulta pentru acesta din urma, direct sau indirect, din intarzierea Chiriasului in a elibera Spatiul Inchiriat, inclusiv cu privire la pretentiile urmatoarelor chiriasi pentru intarzierea in predarea Spatiului Inchiriat catre acestia.

**22.6.** Proprietarul beneficiaza de un drept de retentie conventional asupra bunurilor mobile ale Chiriasului aduse in Spatiul Inchiriat. In baza acestui drept conventional, Partile agreeaza in mod expres faptul ca Proprietarul va avea dreptul sa ridice bunurile Chiriasului, sa le transporte, sa le depoziteze si sa le valorifice dupa cum considera, inclusiv sa le foloseasca sau sa le vanda.

**22.7.** Partile agreeaza prin prezentul Contract ca orice bunuri mobile si imobile ale Chiriasului (altele decat cele mentionate in Clauza 21.4 si Clauza 21.5) care se afla in Spatiul Inchiriat la incetarea din orice motiv a Contractului precum si acelea pe care Chiriasul le-a abandonat in Spatiul Inchiriat vor deveni proprietatea Proprietarului, daca acesta isi va manifesta optiunea in acest sens, in baza prezentului Contract, la valoarea in RON a 100 (o suta) EUR. De asemenea, Partile convin ca daca Proprietarul va decide sa nu le pastreze, acesta nu va plati niciun pret pentru respectivele bunuri, fiind inteles faptul ca aceste bunuri vor fi evacuate de catre Chirias la momentul eliberarii Spatiul Inchiriat.

**22.8.** In situatia rezilierii Contractului ca urmare a unui Caz de Neexecutare din Partea Chiriasului, pe langa orice sume datorate de catre Chirias la data incetarii Contractului,

Agreement, adjusted on pro rata temporis basis for each day of unauthorized occupation of the Leased Premises or any part of the Common Areas and Parts. The Tenant shall indemnify the Landlord against any liability resulting directly or indirectly from the Tenant's delay in vacating the Leased Premises, including claims of succeeding tenants for delay in delivery of the Leased Premises to them.

**22.6.** The Landlord is the beneficiary of a conventional retention right over the Tenant's assets located in the Leased Premises. Based on this conventional right, The Parties hereby expressly agree that the Landlord shall have the right to take over the Tenant's assets, to transport and to deposit them and to exploit them as it deems fit, including to use or to sell them.

**22.7.** The Parties hereby agree that any movable and immovable assets of the Tenant (other than the onex mentioned at Clause 21.4 and Clause 21.5) which are located in the Leased Premises upon termination due to any reasons of the Agreement, as well as those that the Tenant has abandoned in the Leased Premises shall become the ownership of the Landlord, if it decides so, based on this Agreement, at a value calculated in RON excquivalent to EUR 100 (one hundred). As well, the Parties agree herein that if the Landlord decides not to keep the assets/goods, it shall not pay any price for such assets, being understood that Tenant shall have to evacuate them when vacating the Leased Premises.

**22.8.** In case of termination of the Agreement due to a Tenant Event of Default, in addition to any amounts owed by the Tenant at the date of termination, the Tenant is obliged to pay

Chiriasul va fi obligat sa plateasca Proprietarului, cu titlu de clauza penala potrivit Articolului 1538 din Codul Civil, o penalitate in cuantum egal cu toate sumele lunare (respectiv Chiria, Cheltuielile privind Serviciile Comune si Contribuita pentru Marketing, fiecare la nivelul facturat in ultima luna anterioara celei in care a incetat Contractul) care ar fi fost datorate de Chirias in baza prezentului Contract in cazul in care Contractul nu ar fi fost reziliat, calculate de la data incetarii Contractului si pana la finalul Duratei.

**22.9.** Proprietarul are dreptul de a denunta unilateral prezentul Contract prin transmiterea unei notificari scrise Chiriasului cu 30 (treizeci) de zile inainte de data incetarii iar Contractul va inceta la data expirarii termenului anterior mentionat, fara interventia instantei sau fara ca orice alta formalitate legala sa fie necesara.

**22.10.** In cazul in care: (i) Chiriasul a inregistrat la Registrul Comertului Spatiul Inchiriat in cadrul Centrului Comercial ca punct de lucru/sediu secundar, sau (ii) a notat prezentul Contract in Cartea Funciara a Centrului Comercial, acesta va avea obligatia de a radia o astfel de inregistrare din Registrul Comerțului, precum si notarea efectuata in Cartea Funciara in termen de cel mult 10 zile de la data incetarii Contractului, fie prin expirarea Duratei fie din orice alte cazuri prevazute de prezentul Contract. In cazul in care Chiriasul nu isi indeplineste obligatia de a radia punctul de lucru/sediul secundar din Registrul Comerțului sau nu va solicita radierea notarii Contractului din Cartea Funciara, in termenul de 10 zile menționat mai sus, va da dreptul Proprietarului de a solicita o penalitate de 100 EUR/pe zi de intarziere pentru primele 30 de zile de intarziere si de 500 EUR/pe zi

to the Landlord as penalty clause according to Art. 1538 of the Civile Code, a penalty in amount equal to all monthly amounts (respectively the Rent, Service Charges and Marketing Contribution, at the level invoiced in the last month prior to the one in which the Agreement is terminated) that would have been due under this Agreement if this Agreement had not been terminated, calculated from the date of termination of the Agreement until the end of the Term.

**22.9.** The Landlord has the right of unilateral termination of the present Agreement by sending a written notification with 30 (thirty) days before the date of the termination of the Agreement, and the Agreement will be terminated at the expiry date of the term previous mentioned, without the intervention of the court or without any other legal formality to be needed.

**22.10.** If the Tenant: (i) has registered the Leased Premises in the Commercial Centre with the Trade Register as a place of business / secondary office, or (ii) has registered this Agreement in the Land Book of the Commercial Centre, the Tenant shall be bound to deregister the Trade Register entry and the Land Book entry in maximum 10 days from Agreement termination in case of Term expiry or in any other cases provided for in this Agreement. If the Tenant fails to deregister the place of business/ secondary office from the Trade Register or to request strike-off of the Land Book entry related to the Agreement in 10 days as mentioned above, the Landlord may request a penalty worth EUR 100 / day of delay in the first 30 days of delay, and worth EUR 500/ day of delay for the subsequent days of delay.

de intarziere pentru următoarele zile de intarziere.

## **23. NERESPECTAREA CONTRACTULUI SI 23. BREACHES AND LIABILITIES PENALITATI**

**23.1.** Chiriasul va despagubi Proprietarul, indiferent de gradul/masura neexecutarii, pentru toate actiunile, procedurile, pretentiile, cererile, pierderile, costurile, cheltuielile, daunele si raspunderile (inclusiv orice raspundere si/sau pretentie aplicata pentru orice vatamare a oricarei persoane sau degradare a oricarui imobil sau a altei proprietati), previzibile sau imprevizibile, la Data Semnarii, care rezulta direct sau indirect in urma oricarei fapte ilicite a Chiriasului in baza prezentului Contract sau pentru starea si conditia ori folosirea Spatiului Inchiriat si a oricarei parti din Spatiile si Partile Comune sau pentru orice actiune sau omisiune a Chiriasului sau a oricareia din persoanele sale autorizate, inclusiv orice administrator, angajat, prepus, precum si contractanti care lucreaza pentru Chirias, orice persoane autorizate in orice forma de acesta pentru a folosi sau avea acces in Spatiul Inchiriat sau in Centrul Comercial.

**23.2.** Nu este necesara nicio punere in intarziere in legatura cu angajarea raspunderii Chiriasului sau aplicarea oricarei alte reparatii de care poate dispune Proprietarul in baza prezentului Contract (daca nu este altfel stipulat in prezentul Contract).

**23.3.** Daca orice sume datorate de Chirias in baza prezentului Contract devin scadente, dar raman in intregime sau partial neplatite pentru o perioada mai mare de 5 (cinci) Zile Lucratoare de la data scadentei, Chiriasul va datora, si va plati la cererea Proprietarului o penalizare de 0,5% (zero virgula cinci la suta) pentru fiecare zi de intarziere, calculata de la data scadentei pana la plata integrala a acestora, aplicata sumei datorate in EUR.

**23.1.** The Tenant shall indemnify the Landlord, regardless of the degree of fault, against all actions, proceedings, claims, demands, losses, costs, expenses, damages and liability (including any liability and/or enforced claim for any injury to any person or damage to any land or other property), either predictable or unpredictable at the Signing Date, arising directly or indirectly from any illicit act of the Tenant under this Agreement or the state and condition or the use of the Leased Premises and any part of the Common Areas and Parts or any act or omission of the Tenant or any of his authorized persons including any manager, employee, agent, as well as contractors working for the Tenant, any persons authorized in any form by the Tenant to use or to have access to the Leased Premises or in the Commercial Center.

**23.2.** No formal notice of delay (in Romanian "*punere in intarziere*") is required in relation to engaging the liability of the Tenant or to applying any other remedy the Landlord may have under this Agreement (if not stated otherwise under this Agreement).

**23.3.** If any amounts owed by the Tenant under this Agreement will have become due but shall remain fully or partially unpaid for a period exceeding 5 (five) Business Days after due date, the Tenant shall be obliged to pay, de jure, on demand, to the Landlord, a penalty of 0.5 % (zero point five percent) for each day of delay calculated from the due date, until full payment thereof and applied to the amount owed in EUR.

**23.4.** In cazul in care Chiriasul nu pastreaza, nu completeaza sau nu restabileste Garantia, acesta va datora si ii va plati la cerere Proprietarului o penalizare de 0,5% (zero virgula cinci la suta) din valoarea Garantiei pentru fiecare zi de intarziere, pana la remedierea situatiei.

**23.5.** Proprietarul va avea dreptul de a aplica o penalizare contractuala variabila in functie de clauza/obligatia contractuala incalcata, dupa cum este detaliat mai jos, sau prevazut in Regulamentul de Ordine Interioara, astfel:

- (i) 10 (zece) EUR/mp Spatiu Inchiriat/zi de intarziere pentru neprezentarea Cifrei de afaceri a Chiriasului, respectiv „raportul Z”, raportul fiscal lunar si declaratia Chiriasului conform Clauzei 5.3 din prezenta Sectiune II;
- (ii) 50 (cincizeci) EUR/mp Spatiu Inchiriat/zi de intarziere pentru nedeschiderea Spatiul Inchiriat la Data Inaugurarii;
- (iii) 20 (douazeci) EUR/mp Spatiu Inchiriat/zi de intarziere pentru nefinalizarea lucrarilor de amenajare (stadiu de functionare) in termenul prevazut la Clauza 4.5 din Sectiunea I;
- (iv) 100 (osuta) EUR/fiecare zi de intarziere pentru neprezentarea dovezilor politelor de asigurare in sarcina Chiriasului conform prevederilor Clauzei 14.3.2 din prezenta Sectiune II;
- (v) 500 (cincisute) EUR/fiecare zi de intarziere pentru nepredarea Proiectului de Amenajare in conformitate cu prevederile Clauzei 4.4 din Sectiunea I si ale Clauzei 17.1 din prezenta Sectiune II;

**23.4.** If the Tenant fails to maintain, complete or restore the Guarantee, the Tenant shall pay, de jure, on demand, to the Landlord, a penalty of 0.5% (zero point five percent) of the amount of the Guarantee for each day of delay, until the remedy of such situation.

**23.5.** The Landlord shall be entitled to apply a contractual penalty varying depending on the clause/ contractual obligation breached, as detailed below or under the Internal Regulations, following:

- (i) 10 (ten) EUR/sqm of the Leased Premises/each day of delay, for failure to present the Turnover Rent, respectively the “Z report”, the monthly fiscal report and the statement of the Tenant according to Clause 5.3 of this Section II;
- (ii) 50 (fifty) EUR/sqm of the Leased Premises /each day of delay, for failure to open the Leased Premises on the Opening Date;
- (iii) 20 (twenty) EUR/ sqm Leased Premises/ delay day for failing to finalize the fit out works (functioning state) in the term provided in Clause 4.5 of Section I;
- (iv) 100 (one hundred) EUR/day delay for not presenting the evidence of the insurance policies in Tenant’s charge under the Clause 14.3.2 of present Section II;
- (v) 500 (five hundred) EUR/day delay for not handing over the Fit Out Project according to the Clause 4.4 of Section I and of the Clause 17.1 of this Section II;

- (vi) 1.000 (una mie) EUR/ fiecare zi de intarziere pentru nepredarea documentelor finale si complete privind executia Lucrarilor Chiriasului, in conformitate cu prevederile Clauzei 4.6 din Sectiunea I, precum si ale Clauzei 17.2 din prezenta Sectiune II;
- (vii) sanctiunea prevazuta in Regulamentul de Ordine Interioara, pentru orice incalcare a prevederilor acestuia.

**23.6.** In cazul in care Chiriasul incalca oricare dintre obligatiile sale si nu se conformeaza notificarii Proprietarului de a remedia incalcarea sau nu elibereaza Spatiul Inchiriat la sfarsitul Duratei sau la rezilierea Contractului, in plus fata de orice remediu de care poate dispune conform prezentului Contract, Proprietarul va avea dreptul de a intreprinde oricare sau toate dintre urmatoarele actiuni:

- (i) sa opreasca alimentarea cu energie electrica, apa si gaz a Spatiului Inchiriat;
- (ii) sa intre in Spatiul Inchiriat, sa evacueze Chiriasul, sa indeparteze bunurile acestuia, sa schimbe toate incuietorile si sa il impiedice pe Chirias sa intre in Centrul Comercial si/sau in Spatiul Inchiriat; si
- (iii) sa exercite dreptul de retentie conventional in conformitate cu prevederile Clauzei 22.6 de mai sus precum si drepturile care ii revin potrivit Clauzelor 21.4 si 22.7 din prezenta Sectiune II.

**23.7.** Partile convin prin prezentul Contract ca Proprietarul nu va fi raspunzator fata de Chirias in ceea ce priveste:

- (i) daunele provocate de incendii, inundatii, furturi si alte

- (vi) 1,000 (one thousand) EUR/ day delay for not handing over the final and complete documents regarding the execution of Tenant's works, according to the Clause 4.6 of Section I, as well as of the Clause 17.2 of this Section II;

- (vii) the sanction provided in the Internal Regulations, for any breach of its provisions.

**23.6.** If the Tenant is in breach of any of its obligations and fails to comply with the Landlord's notice to rectify the same or fails to vacate the Leased Premises at the end of the Term or the termination of the Agreement, in addition to any remedy it may have according to this Agreement, the Landlord shall be entitled to do any or all of the followings:

- (i) switch off the electricity, water and gas supplying the Leased Premises;
- (ii) enter into the Leased Premises and evict the Tenant and remove the Tenant's belongings and change all the locks and prevent the Tenant from entering the Commercial Center and/or the Leased Premises and
- (iii) to enforce the conventional retention right according to Clause 22.6 above as well as the rights under Clauses 21.4 and 22.7 of this Section II.

**23.7.** The Parties hereby agree that the Landlord shall not be liable to the Tenant in respect of:

- (i) damage caused or made by fire, water, theft, other crime and

|       |                                                                                                                                                                                                                                                                                                      |       |                                                                                                                                                                                                                                                                 |
|-------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|       | infracțiuni prin degradarea instalațiilor și ale altor piese de mobilier sau stocurilor Chiriasului;                                                                                                                                                                                                 |       | damage to the fittings and other furniture or stocks of the Tenant;                                                                                                                                                                                             |
| (ii)  | furturile și alte infracțiuni care au loc în Spațiul Inchiriat sau în orice alte spații închiriate sau în cadrul Spațiilor și Partilor Comune, inclusiv în locurile de parcare folosite de persoanele autorizate sau terți;                                                                          | (ii)  | theft and other crime in the Leased Premises or in any other leased premises or in the Common Areas and Parts including the car parking spaces to the authorized persons or a third party;                                                                      |
| (iii) | comportamentele daunatoare ale altor chiriasi, utilizatori, furnizori sau cumparatori din Centrul Comercial;                                                                                                                                                                                         | (iii) | harmful conduct of other Tenants, users, suppliers or shoppers of the Commercial Center;                                                                                                                                                                        |
| (iv)  | întreruperea serviciilor de utilități publice și a serviciilor comune, inclusiv încălzirea, ventilația și sistemul de prevenire a incendiilor, cu excepția întreruperilor care sunt cauzate de neglijența gravă a Proprietarului;                                                                    | (iv)  | interruption of the public utility services and common services including heating ventilation and the fire prevention system, save for interruptions that are caused by the gross negligence of the Landlord;                                                   |
| (v)   | eroarea sau întreruperea sistemului de securitate din cauza unei schimbări a furnizorului de servicii sau a unei omisiuni a serviciului de securitate angajat pentru Centrul Comercial, cu excepția erorilor, avariilor sau a omisiunilor care sunt cauzate de neglijența gravă a Proprietarului; și | (v)   | error or breakdown in the security system due to a change of the service provider or omission of the security service employed for the Commercial Center, save for errors, breakdowns or omissions that are caused by the gross negligence of the Landlord; and |
| (vi)  | conduita neglijentă sau ilicită intenționată a unui tert care afectează Spațiul Inchiriat, Centrul Comercial sau locurile de parcare aferente.                                                                                                                                                       | (vi)  | negligent or wilful harmful conduct of a third party affecting the Leased Premises, Commercial Center or its car parking spaces.                                                                                                                                |
| (vii) | Pierderea venitului/profitului, prejudiciul nepatrimonial conform articolului 1531 (3) Cod Civil român, pierderea unei șanse de a obține un avantaj conform                                                                                                                                          | (vii) | loss of income /profit, the moral damages according to art.1531 (3) of the Romanian civil code, the loss of a chance to obtain an advantage according to art.1532 (2) of the Romanian civil code.                                                               |

art. 1532 (2) din Codul Civil  
roman

### **23.8. Intreruperi ale activitatii**

**23.8.1.** Intreruperile activitatii Centrului Comercial si/sau chiriasilor din cadrul acestuia, din orice motiv, care nu sunt produse de catre Proprietar, nu afecteaza obligatia de plata a Chiriei si a oricaror altor obligatii financiare potrivit prezentului Contract. Proprietarul are dreptul sa evacueze Centrul Comercial in timpul orelor de functionare zilnice din motive de siguranta si sa interzica accesul pe terenul Centrului Comercial.

**23.8.2.** Pentru evitarea oricarui dubiu, Chiriasul poate pretinde reducerea proportionala a costurilor datorate potrivit Contractului in situatia prezentata la Clauza 23.8.1 de mai sus doar daca Proprietarul este dovedit culpabil pentru intreruperea functionarii.

**23.8.3.** In orice caz, Proprietarul nu va fi raspunzator pentru pierderea profitului de catre Chirias sau a altor pierderi ori daune indirecte.

## **24. EVENIMENT DE FORTA MAJORA**

**24.1.** Inseamna orice imprejurare extraordinara pe care Partile nu o pot controla in mod rezonabil, care impiedica Partile sau pe una dintre ele sa isi indeplineasca obligatiile care ii revin in baza sau care rezulta din prezentul Contract, cu conditia ca respectiva imprejurare sa nu poata fi evitata, in ciuda prudentei, a previziunii si a efortului Partii afectate de astfel de circumstante. S-a convenit in mod expres ca Evenimentul de Forta Majora va include orice imprejurare care este dincolo de controlul rezonabil al Proprietarului si care face imposibila prestarea serviciilor de catre Proprietar, fie din cauza lipsei de forta de munca necesara (inclusiv greve sau probleme de munca)

### **23.8. Operational Interruptions**

**23.8.1.** Disruptions of operations of the Commercial Center and/or of the tenants within the Commercial Center, for which the Landlord is not at fault – regardless of the reason – do not affect the rent obligation. The Landlord is entitled to evacuate the Commercial Center for security reasons during the daily opening hours and to block the access to the premises of the Commercial Center.

**23.8.2.** In order to avoid any doubt, the Tenant is entitled to claim the pro-rata reduction of the costs owed pursuant to the Agreement in the event of the aforementioned Clause 23.8.1 above only if the Landlord is responsible for the disruption of operations.

**23.8.3.** In any case, the Landlord shall not be liable for the Tenant's loss of profit or other indirect or consequential loss or damage.

## **24. FORCE MAJEURE EVENT**

**24.1.** It means any extraordinary circumstance which is beyond the reasonable control of the Parties, which prevents the Parties or one of them from performing their obligations under or resulting from this Agreement, provided that such circumstance cannot be avoided despite the prudence, foresight and effort of the Party affected by such circumstance. It is expressly agreed that the Force Majeure Event shall include any circumstance which is beyond the reasonable control of the Landlord and which renders impossible the performance of the services by the Landlord, either due to lack of necessary labor (including strike or labor troubles) and/or materials, or due to

si/sau a lipsei de materiale, fie din cauza modificarilor legislatiei sau a ordinelor ori din cauza oricaror intarzieri nerezonabile peste termenul legal prevazut pentru emiterea de catre autoritatile competente a autorizatiilor Proprietarului.

**24.2.** Partile la prezentul Contract nu vor fi raspunzatoare una fata de cealalta pentru incalcarea prezentului Contract in cazul in care o astfel de incalcare este rezultatul unui Eveniment de Forta Majora, cu conditia ca partea impiedicata de un astfel de eveniment sa nu se afle intr-o situatie de neindeplinire a obligatiilor care ii revin in baza prezentului Contract si ca, in lipsa unei astfel de neexecutari (in cazul in care Partea in culpa si-a indeplinit obligatiile la timp), evenimentul nu ar fi aparut.

**24.3.** Partea care invoca un Eveniment de Forta Majora va notifica de indata in scris cealalta Parte cu privire la incidenta respectivelor circumstante.

**24.4.** Daca Evenimentul de Forta Majora dureaza o perioada mai lunga de 4 (patru) luni sau in momentul in care se poate stabili in mod rezonabil ca Evenimentul de Forta Majora va depasi 4 (patru) luni, Partile vor purta negocieri si vor conveni asupra acelor modificari ale Contractului care sunt necesare in vederea permitterii Partilor sa continue executarea obligatiilor asumate prin Contract intr-un mod cat mai apropiat de intentia originala.

## 25. NOTIFICARI

**25.1.** Orice comunicare, corespondenta sau notificare in legatura cu prezentul Contract:

- (i) trebuie sa fie in scris;
- (ii) trebuie sa fie expediata catre persoanele indicate in Clauza 9 din Sectiunea I;
- (iii) trebuie sa fie transmise prin fax sau prin e-mail sau personal sau

changes of legislation or due to any unreasonable delays in excess of the legal deadline provided for the issuance by the competent authorities of the Landlord's consents.

**24.2.** The Parties hereto shall not be liable to each other for a breach of this Agreement where such breach is the result of a Force Majeure Event, provided that the Party hindered by such event is not in default of its obligations under this Agreement and without such default (if the defaulting Party performed its obligations in time) such circumstance would not have arisen.

**24.3.** The Party invoking a Force Majeure Event shall notify immediately in writing the other Party regarding the occurrence of the respective circumstances.

**24.4.** If the Force Majeure Event lasts for more than 4 (four) months or in the moment it may be reasonably established that the Force Majeure Event shall last for more than 4 (four) months, the Parties shall negotiate and shall agree the amendments of the Agreement that should be necessary in view of allowing the Parties to continue the fulfilment of the contractual obligations in a way more closely to their initial intention.

## 25. NOTIFICATIONS

**25.1.** Any notice, approval, consent or other communication in connection with this Agreement:

- (i) must be in writing;
- (ii) must be sent for the attention of the persons indicated in Clause 9 of Section I;
- (iii) must be delivered by fax or e-mail or hand delivery or courier

printr-un serviciu de curierat, cu confirmare de primire sau scrisoare recomandată cu confirmare de primire, la adresa destinatarului, care este specificată în Clauza 9 din Secțiunea I sau la alta adresă notificată în prealabil de către destinatar conform prevederilor prezentei Secțiuni II. Orice notificări comunicate potrivit prezentului Contract vor trebui în mod obligatoriu transmise și Administratorului Centrului, prin e-mailul acestuia, comunicat de Proprietar Chiriasului la adresele menționate în Clauza 9 din Secțiunea I.

**25.2.** Orice notificări sau corespondență trimise potrivit prezentei Clauze vor fi considerate primite la data receptiei, sau dacă recepția are loc în afara programului de lucru, notificarea sau corespondența va fi considerată livrată în următoarea Zi Lucrătoare. Orice notificare sau corespondență efectuată cu evidență livrării sau printr-un serviciu de poșta cu confirmare va fi considerată primită la data (i) semnării dovezii de primire; sau (ii) a primirii respectivei confirmări sau (iii) în momentul refuzului destinatarului de a primi notificarea, refuz confirmat de curier; sau (iv) în momentul în care curierul menționează că adresa s-a schimbat sau că destinatarul nu poate fi găsit la adresa precizată în prezentul Contract, și nu s-a primit niciun răspuns de la cealaltă Parte printr-un alt mijloc de comunicare. Orice notificări sau corespondență purtată prin fax sau e-mail va fi considerată primită la momentul confirmării electronice a livrării.

service with acknowledgement of receipt or registered mail with acknowledgement of receipt to the address of the addressee, which is specified in Clause 9 of Section I or to any other address priorly notified in accordance with this Section II. Any communication in relation to this Agreement must be also sent to the Center Manager through its email communicated by the Landlord to the Tenant at the addresses mentioned in Clause 9 of Section I.

**25.2.** Any notice or other correspondence sent in accordance with this Clause shall be deemed to have been served on the date of receipt, and if the receipt occurred outside the working hours, the notice or the correspondence shall be considered served the next Business Day. Any notice or correspondence sent via courier or delivery service and the courier or delivery service keeps a registry of mail delivered shall be deemed to have been served – (i) – on the date indicated therein where the Party has signed the proof of delivery, or (ii) the receipt of that confirmation or (iii) when the recipient refuses to receive the notification, refusal confirmed by the courier; or (iv) when the courier mentions that the address changed or the recipient cannot be found at the address mentioned in the present Agreement and no answer has been received from the other Party by any other means of communication. Any notice or correspondence sent by facsimile or email transmission upon successful transmission as indicated on the transmission report attached to the fax.

## **26. NERENUNTARE**

**26.1.** Nicio neexercitare sau intarziere in exercitarea oricaror drepturi ale Proprietarului ce rezulta din prezentul Contract nu va fi considerata sau interpretata drept renuntare sau incetare a exercitarii acestora.

## **27. INDEPENDENTA CONTRACTUALE**

**27.1.** Daca vreuna dintre prevederile prezentului Contract devine nula, inaplicabila sau ilegala, in totalitate sau in parte, restul prevederilor vor ramane in vigoare neschimbate, iar Partile se vor intalni cat mai curand posibil si vor conveni cu buna credinta asupra acceptarii clauzei legale cea mai apropiata scopului Contractului si care are un efect economic egal.

## **28. LEGEA APLICABILA, LIMBA**

**28.1.** Prezentul Contract este guvernat de si interpretat in conformitate cu legea romana.

**28.2.** Prezentul Contract a fost redactat bilingv (in limba engleza si limba romana), iar in caz de discrepante versiunea in limba romana va prevala.

## **29. SOLUTIONAREA LITIGIILOR**

**29.1.** Regula generala

**29.1.1.** In caz de litigii aparute in derularea prezentului Contract, Partile vor solutiona conflictul pe cale amiabila. In cazul in care solutionarea amiabila nu este posibila, respectivul conflict va fi dedus spre solutionare instantelor judecatoresti competente material din Bucuresti.

## **30. ALTE CLAUZE**

**30.1.** Prezentul Contract poate fi modificat numai printr-un act aditional incheiat in forma scrisa, semnat de catre sau in numele Partilor, si orice declaratie legala ce va fi

## **26. NO WAIVER**

**26.1.** No failure or delay by the Landlord in exercising any of the Landlord's rights under this Agreement shall operate or be interpreted as a waiver, or preclude the further exercise of such rights.

## **27. SEVERABILITY**

**27.1.** If any of the provisions of this Agreement becomes invalid, unenforceable or illegal in part or in whole, the remaining provisions shall remain in force unchanged and the Parties shall meet as soon as possible and in good faith agree to accept a lawful provision being the closest to the aim of the Agreement and that has an equal economic effect.

## **28. GOVERNING LAW, LANGUAGE**

**28.1.** This Agreement is governed by, and construed in accordance with, the Romanian law.

**28.2.** This Agreement has been executed bilingual (in Romanian and English language) and, in case of conflict, the Romanian version shall prevail.

## **29. DISPUTE RESOLUTION**

**29.1.** General Rule

**29.1.1.** In the event of any dispute arising during the performance of the present Agreement, the Parties shall resolve such dispute through amiable consultations. If consultations fail to resolve the dispute, the said dispute shall be settled by the competent courts in Bucharest.

## **30. OTHER PROVISIONS**

**30.1.** This Agreement may only be varied by a written instrument signed by or on behalf of the Parties and the legal statements to be

emisa cu privire la prezentul Contract va fi considerata ca fiind in mod valabil emisa doar in cazul in care este facuta in scris de catre Parti.

**30.2.** Daca prezentul Contract va fi modificat la cererea Chiriasului, Chiriasul trebuie sa acopere toate cheltuielile suportate de Proprietar in legatura cu modificarea prezentului Contract.

**30.3.** Prezentul Contract reflectă în mod deplin întreaga voință a Părților, contine întreaga înțelegere dintre Parti cu privire la obiectul prezentului Contract la data acestuia si inlocuieste orice intelegeri, înscrisuri, documente pre-contractuale sau negocieri care au intervenit între Parti in legatura cu aspectele tratate in prezentul Contract, fie ca au fost consemnate in scris sau nu.

**30.4.** Partile agreeaza ca in toate cazurile, raspunderea Proprietarului in temeiul prezentului Contract este limitata la suma echivalenta a 6 (sase) Chirii de Baza iar raspunderea Proprietarului pentru compensarea daunelor indirecte si pierderea profitului este exclusa.

**30.5. Confidentialitate.** Oricare si toate prevederile acestui Contract, inclusiv Anexele sale, de natura comerciala sau de alta natura, vor fi tratate confidential. In cazul in care Chiriasul incalca in orice mod prevederile mentionate in aceasta clauza, Chiriasul va plati Proprietarului penalitatea contractuala in valoare de 5.000 Euro pentru fiecare incalcare in parte.

**30.5.1.** Chiriasul va pastra confidentialitatea cu privire la Informatiile Confidentiale primite de la Proprietar si nu va folosi Informatiile Confidentiale cu o alta intentie decat in scopul executarii prezentului Contract.

**30.5.2.** Chiriasul intelege si este de acord cu faptul ca Informatiile Confidentiale in legatura cu Centrul Comercial sunt de o importanta majora pentru Proprietar si pentru grupul din

issued hereunder may only be validly referred to if made by the Parties in writing.

**30.2.** If this Agreement shall be amended at the Tenant's request, the Tenant has to cover all expenses incurred by the Landlord in relation to the amendment of this Agreement.

**30.3.** This Agreement fully reflects the entire will of the Parties, contains the entire understanding between the Parties regarding the object of this Agreement at the date hereof and supersedes any understandings, pre-contractual agreements or negotiation between the Parties, in relation with the aspects presented in this Agreement, either written or not.

**30.4.** The Parties agree that in any and all cases, the Landlord's liability under this Agreement is limited to the equivalent amount of 6 (six) months Base Rent and the Landlord's liability for compensation for consequential damages and loss of profit is excluded.

**30.5. Confidentiality.** Any and all provisions of this Agreement, including all Annexes, whether of commercial nature or otherwise, shall be treated as confidential. In the event that the Tenant breaches in any manner the provisions stipulated in this Article, the Tenant shall be liable to pay to the Landlord the contractual penalty in the amount of 5,000.00 EUR on account of each ascertained breach of this article.

**30.5.1.** The Tenant shall keep confidentiality with respect to Confidential Information received from the Landlord and shall not use the Confidential Information with another intention than for the purpose of this Lease Agreement.

**30.5.2.** The Tenant understand and agree that Confidential Information in

care aceasta face parte (grupul NEPI Rockcastle), iar nerespectarea cu strictete a clauzelor prezentului Contract cauzeaza prejudicii majore de natura economica Proprietarului si grupului NEPI Rockcastle.

**30.5.3.** Chiriasul nu va pune Informatiile Confidentiale la dispozitia niciunui tert fara acordul prealabil scris al Proprietarului, cu exceptia urmatoarelor cazuri:

- (i) atunci cand este cerut de lege sau de orice autoritate publica, instanta judecatoreasca sau orice alta autoritate avand o putere similara, si
- (ii) catre partenerii, administratorii, angajatii si consultantii Chiriasului pentru care folosirea acestei informatii este necesara in vederea executarii prezentului Contract.

**30.5.4.** Chiriasul nu va copia, fotografia, fotocopia, schimba, modifica, dezasambla, nu va reconstitui prin procedee de „reverse engineering” (inginerie inversa), nu va separa sau reproduce niciun fel materiale care contin sau constituie Informatii Confidentiale fara acordul prealabil exprimat in scris de catre Proprietar, cu exceptia acelor copii ce sunt facute pentru dosarele profesionale ale Chiriasului si pentru folosirea normala in scopul cerut de obiectul Contractului.

**30.5.5.** Nu constituie Informatii Confidentiale informatiile care:

- (i) se aflau in posesia legala nerestrictionata a Chiriasului inainte de punerea la dispozitie a acestora de catre Proprietar;
- (ii) sunt sau devin disponibile publicului prin alte acte decat cele ale Chiriasului;
- (iii) au fost primite in mod legal si cu buna credinta de catre Chirias de la un tert care nu le-a obtinut de la Proprietar;

connection with the Commercial Centre are of major importance for the Landlord and for its Group (NEPI Rockcastle Group), and the failure to strictly comply with the clauses of this Agreement causes major economic damages to the Landlord and to NEPI Rockcastle Group.

**30.5.3.** The Tenant shall not make available Confidential Information to any third party without the prior written consent of the Landlord, except in the following cases:

- (i) when required by law or by any public authority, court or any other authority having a similar power, and
- (ii) to partners, directors, employees and consultants of the Tenant for whom the use of this information is necessary for the purpose of rendering the Services.

**30.5.4.** The Tenant shall not copy, photograph, photocopy, change, modify, disassemble, shall not reconstitute by "reverse engineering", shall not separate or reproduce any materials that contain or constitute Confidential Information without the prior written consent of the Landlord, with the exception of such copies that are made for the professionals files of the Tenant and for the normal use for the purpose required by the object of the Lease Agreement.

**30.5.5.** Is not Confidential Information any information that:

- (i) was in the legal unrestricted possession of the Tenant before they were made available by the Landlord;
- (ii) are or become available to the public by other actions than those of the Tenant;
- (iii) were received legally and in good faith by the Tenant from a third party

- (iv) au fost elaborate de catre Chirias sau de catre un tert independent de Informatiile Confidentiale, iar acest fapt a fost dovedit.

**30.5.6.** Chiriasul are obligatia de a pastra confidentialitatea cu privire la orice Informatii Confidentiale incepand cu Data Semnarii, pana la expirarea unui termen de 5 (cinci) ani de la data incetarii sub orice forma a Contractului.

**30.5.7.** Chiriasul nu poate face niciun anunt sau declaratie cu privire la Proprietar sau la Centru fara acordul prealabil scris al Proprietarului.

**30.5.8.** Chiriasul intelege si este de acord ca Informatiile Confidentiale raman proprietatea Proprietarului.

**30.5.9.** Prin prezentul Contract, Proprietarul nu confera Chiriasului niciun titlu sau drept de proprietate asupra niciunei Informatii Confidentiale. Chiriasul intelege si este de acord ca nu detine niciun drept (inclusiv dreptul de brevet), titlu de proprietate, pretentie, drept de proprietate, drept de garantare sau gaj in legatura cu Informatiile Confidentiale.

**30.5.10. "Informatii Confidentiale"** inseamna toate informatiile si materialele in proprietatea Proprietarului/ altor societati din grupul din care acesta face parte (grupul NEPI Rockcastle) care au legatura cu activitatile desfasurate de catre acesta si/sau de catre alte societati din grupul NEPI Rockcastle, inclusiv prevederile prezentului Contract, informatii si materiale care sunt puse la dispozitia Chiriasului de catre Proprietar si care nu constituie informatie publica.

**30.6.** Prin semnarea prezentului Contract, Chiriasul accepta si recunoaste in mod expres toate drepturile Proprietarului

which did not obtain them from the Landlord;

- (iv) information that was developed by the Tenant or by a third party independently from the Confidential Information, and this has been proven.

**30.5.6.** The Tenant has the obligation to preserve the confidentiality of any Confidential Information as of the Signing Date and until the expiry of 5 (five) years from the date of termination of the Lease Agreement in any form whatsoever.

**30.5.7.** The Tenant cannot make any announcement or statement with respect to the Landlord or to the Centre without the prior written consent of the Landlord.

**30.5.8.** The Tenant understands and agrees that Confidential Information remains the property of the Landlord.

**30.5.9.** The Landlord shall not hereby confer upon the Tenant any title or ownership right over any Confidential Information. The Tenant understands and agrees that it does not own any rights (including patent right), ownership, claim, property right, guarantee or pledge in respect of the Confidential Information.

**30.5.10. "Confidential Information"** means all information and materials owned by the Landlord/other companies in its group (NEPI Rockcastle Group) that relate to the activities carried out by it and/or other companies in the NEPI Rockcastle group, including the provisions of this Lease, information and materials which are made available to the Tenant by the Landlord and which do not constitute public information.

**30.6.** By signing this Agreement the Tenant acknowledges and expressly accepts all the rights of the Landlord provided by this

prevazute in prezentul Contract, iar in cazul punerii in aplicare a prevederilor prezentului Contract se angajeaza sa nu conteste legalitatea executarii.

**30.7.** Prin semnarea acestui Contract, fiecare Parte isi asuma riscul de eroare privind intelegerea oricarora din prevederile prezentului Contract.

**30.8.** Prin prezentul Contract, Chiriasul declara si accepta ca Proprietarul va construi/ a construit Centrul Comercial suportand costurile existente la nivelul pietei de la Data Semnarii, inclusiv costurile cu finantarea. In acest sens, Chiriasul intelege si accepta ca este esential pentru Proprietar ca prezentul Contract sa se incheie in conditiile financiare stabilite in cuprinsul acestuia si ca orice schimbare a acestor conditii datorate inclusiv unor fapte imprevizibile si extraordinare, il vor pune pe Proprietar intr-o situatie excesiv de oneroasa si dificila. Prin urmare, Partile isi asuma aparitia oricarui astfel de eveniment extraordinar sau pretins imprevizibil si se angajeaza sa nu invoce teoria impreviziei prevazuta in cadrul articolului 1271 din Codul Civil ca un motiv de modificare a prezentului Contract sau de incetare/reziliere a acestuia.

**30.9.** Chiriasul cunoaste limitările aplicabile puterilor de reprezentare ale administratorilor/ mandatarilor Proprietarului astfel cum sunt acestea cuprinse in actul constitutiv al Proprietarului înregistrat la Registrul Comerțului la Data Semnării si/sau contractele de mandat acordate mandatarilor și se angajează să respecte asemenea limitări la fiecare data relevanta cu privire la orice modificare/ executare/ încetare in legătura cu acest Contract.

### **30.10. CLAUZA AML & ANTICORUPȚIE**

#### **30.10.1. ANTICORUPȚIE**

Chiriasul declara si garanteaza ca ramane direct responsabil fata de Proprietar pe intreaga durata de

Agreement and in case of enforcement of the provisions of this agreement will not dispute the lawfulness of the enforcement.

**30.7.** By signing this Agreement each Party undertakes the risk of error regarding the understanding of any provision of this Agreement.

**30.8.** By signing this Agreement, the Tenant states and acknowledge that the Landlord shall built/ has built the Commercial Center at market costs and prices applicable on the Signing Date, including financing costs. In this respect, the Tenant understands and acknowledge that it is essential for the Landlord that this Agreement be concluded upon the financial terms and conditions establish hereto and that any amendment of such, including when due to the occurrence of an extraordinary or unforeseeable event, will place the Landlord in an excessively onerous and more difficult situation. To this extent, the Parties assume the occurrence of any such extraordinary or allegedly unforeseeable event and undertake not to invoke the hardship clause (in Romanian, "impreviuziunea") provided under Article 1271 of the Civil Code as a reason for amending this Agreement or terminating it.

**30.9.** The Tenant acknowledges the limitations of the powers of representations of the Landlord directors/ representatives included in the Landlord's by-laws registered with the Trade Registry as of the Signing Date and/ or mandate agreements granted to the representatives and further on undertakes to observe such limitations as at the relevant date in respect of any amendments/ performance/ termination concerning this Lease.

### **30.10. AML & ANTICORRUPTION CLAUSE**

#### **30.10.1. ANTICORRUPTION**

The Tenant represents and warrants that it remains directly responsible towards the Landlord

derulare a Contractului pentru respectarea de catre angajatii proprii si de catre colaboratorii/ subcontractorii sai a tuturor prevederilor legale privind lupta impotriva coruptiei. In acest sens, Chiriasul se va asigura ca atat el, cat si colaboratorii/ subcontractorii sai, respectiv angajatii acestora nu au comis si nu vor comite, direct sau indirect, vre-un act de coruptie in beneficiul unei persoane private/ publice/ functionar public (functionar, angajat, prepus sau reprezentant al unui guvern sau al unei colectivitati locale, al unei administratii, al unei organizatii publice internationale, al unui organism para-guvernamental, al unui partid politic sau al unei persoane ce actioneaza in cadrul unui serviciu public). Prin „Act de coruptie” se intelege orice act constand in a solicita, autoriza, oferi, promite sau acorda un avantaj financiar sau de alt tip (incluzand orice plata, imprumut, cadou, oferirea cu titlu gratuit de beneficii de tipul bunurilor / serviciilor sau transfer al unui bun de valoare) in scopul de a determina o persoana privata/ publica/ functionar public sa isi indeplineasca atributiile in mod necinstit sau cu incalcarea obligatiilor sale profesionale, legale si/sau contractuale si/sau sa obtina sau sa mentina un contract pentru Chirias in mod nejustificat sau necinstit.

Totodata, Chiriasul se va asigura ca atat el, cat si colaboratorii/ subcontractorii sai, respectiv angajatii acestora nu vor comite acte de coruptie, direct sau indirect, fata de reprezentantii Proprietarului, pentru obtinerea unui tratament preferential sau a unor beneficii in derularea Contractului.

#### **30.10.2. RESPECTAREA PREVEDERILOR LEGALE PRIVIND PREVENIREA SPALARII BANILOR SI FINANTARII TERORISMULUI (“AML”)**

Chiriasul declara expres, prin semnarea prezentului Contract, ca nici el, nicio subsidiara si/sau entitate afiliata, nici directorii, imputernicitii, angajatii sau orice alta persoana care actioneaza in numele si/sau pe seama sa si/sau a subsidiarelor sale/entitatilor afiliate, precum nici beneficiarul sau real:

-nu este si nu a fost implicat/a in niciun fel in activitati privind spalarea banilor sau finantarea actelor de terorism, sau activitati sanctionate, conform regulilor internationale in vigoare,

throughout the duration of the Agreement for the compliance by its own employees and the employees of its collaborators/ subcontractors with all legal provisions on the fight against corruption. In this respect, the Tenant shall ensure that neither it nor its collaborators/ subcontractors or their employees have not committed and shall not commit, either directly or indirectly, any act of corruption for the benefit of a private person/ public person/ civil servant (official, employee, assignee or representative of a Government or of a local government, administration, public international organization, para-governmental body, political party or person acting under a public service). "Act of corruption" means any act consisting of requesting, authorizing, offering, promising or giving a financial or other advantage (including any payment, loan, gift, free of charge goods / services or transfer of a valuable asset) in order to determine a s private person/public person/public servant to carry out his/her duties unfairly or in breach of his/her professional, legal and/or contractual obligations and/or to obtain or maintain a contract for the Tenant in an unjustified or dishonest manner.

Also, the Tenant shall ensure that neither it nor its collaborators/ subcontractors or their employees shall not corrupt, either directly or indirectly, the representatives of the Landlord, for the purpose to obtain a preferential treatment or any benefits under this Agreement.

#### **30.10.2. FULFILLING THE OBLIGATIONS UNDER THE LEGISLATION ON MONEY LAUNDRY PREVENTION AND AND COMBAT TERRORISM FINANCING (“AML”)**

The Tenant hereby expressly declares that neither it, any subsidiary and / or affiliated entity, nor the directors, proxies, employees or any other person acting on behalf of and / or on its behalf and / or of its subsidiaries / affiliated entities, nor its ultimate beneficial owner:

- is not and has not been involved in any way in activities regarding money laundering or terrorism financing, or sanctioned activities under international rules in force,

-nu este si nu a fost desemnata entitate sanctionata conform regulilor internationale in vigoare,  
 -nu este si nu a fost implicata in niciun fel in activitati si/sau tranzactii care au rezultat sau ar fi putut sau ar putea rezulta intr-o (a) incalcare a sanctiunilor conform regulilor internationale in vigoare, (b) sustinere directa sau indirecta a activitatii vreunei entitati sanctionate,  
 -nu face subiectul, iar activitatile sale/lor nu fac obiectul unor investigatii, cercetari derulate de catre organele care au atributii in domeniul prevenirii si sanctionarii spalarii banilor si ale finantarii terorismului sau unor actiuni in instanta,  
 -in derularea activitatilor sale, (a) respecta cadrul legal aplicabil in materia cunoasterii clientelei si a prevenirii spalarii banilor si finantarii terorismului, (b) aplica masuri de cunoastere a clientelei, cerinte de pastrare a evidentelor si programe de combatere a spalarii banilor si finantarii terorismului.

Pe durata de valabilitate a prezentului Contract, Chiriasul declara ca (i) nu se va angaja in nicio activitate care sa contravina legislatiei pentru prevenirea si sanctionarea spalarii banilor, precum si a finantarii terorismului, (ii) va asigura masurile necesare pentru a preveni intreprinderea vreunei actiuni care sa rezulte intr-o incalcare a prevederilor de mai sus.

Chiriasul declara ca remuneratia prevazuta in prezentul Contract nu provine, in tot sau in parte, din activitati sau afaceri derulate cu entitati sau indivizi, inclusiv entitati detinute sau controlate de catre acestia, (a) identificate/i pe orice lista de persoane sau entitati sanctionate conform regulilor internationale in vigoare sau (b) care au facut subiectul unei infractiuni de spalare a banilor si/sau a finantarii terorismului, conform legii aplicabile.

Chiriasul se obliga sa puna la dispozitia Proprietarului, in timp rezonabil, toate datele si informatiile solicitate in scopul indeplinirii de catre Proprietar a obligatiilor prevazute de legislatia pentru prevenirea si sanctionarea spalarii banilor, precum si pentru instituirea unor masuri de prevenire si combatere a finantarii terorismului.

Fara a aduce atingere prevederilor Clauzei 22 - Incetarea Contractului si suplimentar fata de acea

- is not and has not been declared as sanctioned entity according to the international rules in force,  
 - is not and has not been involved in any way in activities and / or transactions that resulted or could result in (a) sanctions violation, under the international rules in force, (b) direct or indirect support to the activity of any sanctioned entity,  
 - is not the subject of and its activities are not under investigations carried out by the authorities dealing with preventing and sanctioning money laundry and terrorism financing, neither raised in law courts,  
 - in carrying out its activities, (a) it respects the know-your-customer and anti-money laundry and terrorism financing legal framework, (b) applies know-your-customer measures and storage rules and programs to support anti-money laundry and terrorism financing.

Throughout the validity of this Agreement, the Tenant hereby declares that (i) it will not engage in any activity that contravenes to the legislation for the prevention and sanctioning of money laundry, as well as terrorism financing, (ii) it will provide the necessary measures to prevent the undertaking of any actions resulting in a violation of the above provisions.

The Tenant hereby declares that the remuneration provided hereunder does/will not emerge, in whole or in part, from activities or businesses with entities or individuals, including entities owned or controlled by the latter (a) identified on any list of persons or entities sanctioned under the international rules in force, or (b) who has/have been subject to money laundry offense and / or terrorism financing, under the applicable law.

The Tenant hereby undertakes to make available to the Landlord, within a reasonable time, all the data and information requested for the purpose of the Landlord fulfilling its obligations under the legislation on money laundry prevention and sanctioning, as well on measures to prevent and combat terrorism financing.

Without prejudice to the provisions of Clause 22 - Termination of the Agreement and in addition to that

clauza, incalcarea obligatiilor si garantiilor din prezenta Clauza 30.10 da nastere dreptului Proprietarului, insa fara a prejudicia drepturile acestuia conform Contractului (inclusiv, dar fara a se limita la dreptul de a cere despagubiri), de a considera Contractul rezolvit de plin drept, fara somatie, fara punere in intarziere si fara nicio alta formalitate prealabila, prin simpla declaratie unilaterala de reziliere comunicata Chiriasului, fara sa fie necesara nicio notificare de intarziere, perioada de gratie, hotarare judecatoreasca sau orice alta formalitate legala.

### **30.11. PRELUCRAREA DATELOR CU CARACTER PERSONAL**

**30.11.1.** Partile convin ca fiecare dintre acestea are calitatea de Operator, stabilind fiecare scopurile si mijloacele de prelucrare, rezultand din sau in legatura cu executarea Contractului, iar prelucrarea datelor cu caracter personal va avea loc in temeiul Contractului si numai in masura in care este necesara pentru executarea Contractului sau se impune pentru a respecta prevederile legale aplicabile.

**30.11.2.** Partile declara ca:

- (i) inteleg sa prelucreze date cu caracter personal in contextul prezentului Contract, in conformitate si cu respectarea prevederilor legale aplicabile ariei de protectia datelor cu caracter personal;
- (ii) se vor asigura ca personalul propriu/ colaboratorii implicati in prelucrarea datelor cu caracter personal au fost informati cu privire la caracterul confidential al datelor cu caracter personal, au fost instruiti cu privire la responsabilitatile lor si ca au semnat acorduri scrise de confidentialitate;
- (iii) au pus in aplicare toate masurile tehnice si de securitate corespunzatoare, pentru a proteja datele cu caracter personal impotriva distrugerii accidentale sau ilegale sau impotriva pierderii, modificarii, dezvaluirii

clause, the breach of obligations and guarantees in the Clause 30.10 herein entitles the Landlord, without prejudice to its rights under the Contract (including, but not limited to the right to claim damages), to terminate the Contract, without any formal notice, without delay and without any other prior formalities, by simple unilateral declaration of termination communicated to the Tenant, without any notification of delay, grace period, court decision or any other legal formality.

### **30.11. PROCESSING OF PERSONAL DATA**

**30.11.1.** The Parties agree that each of them has the quality of Controller, and that they each establish the purposes and means of processing, resulting from or in connection with the performance of the Agreement, and personal data shall be processed under the Agreement and only to the extent necessary for the performance of the Agreement or insofar as it is required in order to comply with the applicable legal provisions.

**30.11.2.** The Parties declare that:

- (i) they understand to process personal data in the context of this Lease, in accordance with and in compliance with the legal provisions applicable in to personal data protection;
- (ii) they shall ensure that the personnel/collaborators involved in the processing of personal data have been informed of the confidential nature of the personal data, have been trained regarding their responsibilities and have signed written confidentiality agreements;
- (iii) they have implemented all the adequate technical and security measures to protect personal data against accidental or unlawful destruction or against loss, alteration, disclosure or unauthorised access and against

- sau accesarii neautorizate si impotriva tuturor celorlalte forme ilegale de prelucrare;
- (iv) in cazul in care una dintre Parti („Partea Vatamata”) suporta pierderi ca urmare a incalcarii de catre cealalta Parte („Partea Responsabila”) a declaratiilor si garantiilor sale sau a obligatiilor si angajamentelor sale cuprinse in prezentul Contract (reprezentand oricare si toate daunele-interese, amenzile, taxele, penalitatile, investitiile si cheltuielile actuale si viitoare, incluzand, fara a se limita la dobanzi, cheltuielile judiciare, onorariile avocatilor, cheltuielile cu contabilii si alti experti sau alte cheltuieli de contencios, alte proceduri sau orice pretentie, toate pierderile, daunele-interese sau alte plati datorate persoanelor vizate pentru nerespectarea legislatiei privind protectia datelor), atunci Partea Vatamata va avea dreptul de a pretinde executarea fortata si/sau o despagubire integrala de la Partea Responsabila si de a fi despagubita si exonerata de raspundere de catre Partea Responsabila pentru asemenea pierderi, inclusiv toate costurile si cheltuielile, si de a se folosi de toate caile de atac disponibile pentru a o pune in postura in care ar fi fost daca incalcarea sau pierderea respectiva nu ar fi avut loc.

- all other unlawful forms of processing;
- (iv) if one of the parties (“Injured Party”) incurs losses (any and all damages, fines, taxes, penalties, investments and current and future expenses, including, but not limited to, legal costs, attorneys’ fees, accountants’ and other experts’ expenses or other litigation expenses, other proceedings or any claim, all losses, damages or other payments due to data subjects for non-compliance with data protection legislation, incurred by one of the Parties as a result of the breach by the other Party of its representations and warranties or its obligations and commitments under this Agreement), as a result of the other Party’s breach of any of its representations and warranties under this Agreement (“Defaulting Party”), the Injured Party shall have the right to claim forced enforcement and/or full compensation from the Defaulting Party and to be compensated and exonerated from liability by the Defaulting Party for such losses, including all costs and expenses, and shall also have the right to use all available remedies to reinstate it in the position in which it would have been had the breach or loss not have taken place.

**30.12.** Atat Chiriasul, cat si personalul Chiriasului (angajati/ colaboratori) precum si orice subcontractori/ furnizori/ colaboratori ai Chiriasului - in masura in care acestia exista - vor respecta in toate privintele Regulamentul Intern si politicile, procedurile si instructiunile comunicate Chiriasului de catre Proprietar prin orice mijloc de comunicare si/sau anexate la prezentul Contract. Chiriasul este raspunzator pentru orice daune cauzate Proprietarului

**30.12.** Both the Tenant and the Tenant's staff (employees/ collaborators) as well as any subcontractors/ suppliers/ collaborators of the Tenant - to the extent that they exist - will respect in all respects the Internal Regulation and the policies, procedures and instructions communicated to the Tenant by the Landlord through any means of communication and/or attached to this Lease Agreement. The Tenant is liable for any damages caused to the Landlord and/or third parties through

si/sau terților prin nerespectarea de către el si/sau de catre personalul său a prezentului Contract, Regulamentului Intern, politicilor, procedurilor si instrucțiunilor Proprietarului si va fi obligat la plata catre Proprietar a penalitatilor/ despaguburilor/ daunelor interese, dupa caz, prevazute in acestea, in prezentul Contract si/sau in anexele la acesta. De asemenea, Chiriasul declara si garanteaza ca respecta principiile si valorile prevazute in Angajamentul de Sustenabilitate al Proprietarului, disponibil la adresa <https://nepirockcastle.com/sustainability/focus-and-performance/>, astfel cum este actualizat de-a lungul timpului de catre Proprietar, precum si ca va face toate demersurile necesare pentru a se asigura ca atat personalul lui, cat si subcontractorii/ furnizorii/ colaboratorii sai, dupa caz, vor respecta aceste principii si valori.

### **30.13. Clauze neuzuale**

Partile confirma ca fiecare si toate clauzele acestui Contract au fost analizate de Parti si negociate in conformitate cu cerintele si obiectivele acestora de afaceri, cu practicile comerciale statornicite intre Parti, in situatia in care au mai existat relatii comerciale intre parti si cu respectarea principiului buneii-credinte. Fiecare Parte a avut dreptul sa propuna modificari si accepta prevederile finale ale acestui Contract in deplina cunostinta de cauza ca un rezultat al negocierii incheiate cu succes din perspectiva ambelor Parti. Partile confirma ca prevederile Contractului referitoare la termenele si conditiile de plata sunt juste in raport cu obiectul prezentului si in acord cu practicile comerciale statornicite intre Parti, in situatia in care au mai existat relatii comerciale intre Parti.

Partile sunt de acord ca acest Contract a fost negociat si incheiat intre profesioniști. In scopul articolului 1203 din Codul Civil, Chiriasul a luat cunostinta si este de acord cu orice clauza care ar putea fi calificata ca si clauza neuzuala, inclusiv Clauzele mentionate in Sectiunea I, respectiv clauzele 2, 4, 5, 6, 9, in Sectiunea II – clauzele 1, 2, 3, 4, 5, 6, 7, 8, 10, 11.1.1, 11.2.1, 11.3.6,

non-compliance by him and/or his staff with this Lease Agreement, the Internal Regulation, policies, procedures and instructions of the Landlord and will be obliged to pay to the Landlord the penalties/ compensations/ damages, as the case may be, stipulated therein, in this Lease Agreement and/or in its annexes. Also, the Tenant declares and guarantees that it respects the principles and values provided in the Landlord's Sustainability Commitment, available at <https://nepirockcastle.com/sustainability/focus-and-performance/>, as it is updated over time to the Landlord, as well as that he will take all the necessary steps to ensure that both his staff and his subcontractors/ suppliers/ collaborators, as the case may be, will respect these principles and values.

### **30.13. Uncustomary Clauses**

The Parties confirm that each and every term of this Agreement has been reviewed by the Parties and negotiated in accordance with their respective business requirements and objectives, with the established business practices of the Parties, where there have been business dealings between the Parties in the past, and in good faith. Each Party has had the right to propose amendments and accepts the final provisions of this Agreement being fully aware, as a result of the successful negotiation from both Parties' perspective. The Parties confirm that the provisions of the Agreement relating to the payment terms and conditions are fair in relation to the subject matter hereof and in accordance with established business practice between the Parties, where there has been a previous business relationship between the Parties.

The Parties agree that this Agreement was negotiated and concluded between professionals. For the purposes of Article 1203 of the Civil Code, the Tenant has acknowledged and agrees to any clause that may be qualified as an uncusomary clause, including Clauses mentioned at Section I, respectively clauses 2, 4, 5, 6, 9, in Section II, respectively clauses 1, 2, 3, 4,

|                                                                                                                      |                                                                                                                                                              |
|----------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 11.6, 12, 13, 14, 15, 16.1, 17, 18, 19, 20, 21, 22, 23, 24.4, 26.1, 27.1, 29.1, 30.3, 30.4, 30.6, 30.8, 30.9, 30.10. | 5, 6, 7, 8, 10, 11.1.1, 11.2.1, 11.3.6, 11.6, 12, 13, 14, 15, 16.1, 17, 18, 19, 20, 21, 22, 23, 24.4, 26.1, 27.1, 29.1, 30.3, 30.4, 30.6, 30.8, 30.9, 30.10. |
|----------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------|

### SECTIUNEA III

#### MODIFICARI ALE SECTIUNII II

##### TERMENII SI CONDITIILE GENERALE

**“EXERCITIU FINANCIAR”** inseamna perioada cuprinsa intre 01 ianuarie si 31 decembrie sau o alta perioada determinata de 12 luni calendaristice consecutive la libera alegere de catre Proprietar si notificata Chiriasului.

**„GARANTIA”** inseamna garantia contractuala care va fi acordata de Chirias Proprietarului pentru suma reprezentand echivalentul in EUR a 3 (trei) luni de Chirie, Cheltuieli Estimate privind Serviciile Comune si Contributie pentru Marketing (inclusiv TVA), indexate conform Contractului de inchiriere fie sub forma unui depozit de garantie sau a unei garantii bancare neconditionata, irevocabila, transferabila si executorie la prima cerere, eliberata in numele Chiriasului de catre o banca de prima clasa acceptabila pentru Proprietar si in forma atasata ca Anexa 3 la Contract. In cazul constituirii unui depozit de garantie in RON, valoarea Garantiei depusa in RON va fi calculata prin aplicarea cursului de schimb RON/EUR publicat de Banca Nationala a Romaniei la data constituirii depozitului.

**„INDICELE DE MAJORARE”** inseamna indicele european armonizat al preturilor de consum HICP ALL ITEMS INDEX EU 27 publicat de EUROSTAT. Daca HICP nu poate fi utilizat sau determinat din diverse motive, excluzand motivul intarzierii publicarii Indicelui, atunci Proprietarul va adopta un indice care este indicele cel mai asemanator cu HICP privind continutul acestuia pentru a-l inlocui sau va stabili o noua metoda ce va fi utilizata pentru evaluarea oricarei majorari, ce va fi notificata Chiriasului.

**„ZI LUCRATOARE”** inseamna orice zi (alta decat sambata sau duminica sau sarbatorile legale) in care bancile din Romania sunt deschise publicului pentru operatiuni comerciale.

### SECTION III

#### AMENDMENTS OF THE SECTION II

##### GENERAL TERMS AND CONDITIONS

**“ACCOUNTING YEAR”** means the period between January 1 and December 31 or another period of 12 consecutive calendar months determined at the discretion of the Landlord and notified to the Tenant.

**"GUARANTEE"** means the contractual guarantee that will be provided by the Tenant to the Landlord for the amount equivalent in EUR to 3 (three) months of Rent, Estimated Expenses for Common Services, and Marketing Contribution (including VAT), indexed according to the Lease Agreement either in the form of a security deposit or an unconditional, irrevocable, transferable, and enforceable bank guarantee on first demand, issued in the name of the Tenant by a first-class bank acceptable to the Landlord and in the form attached as Annex 3 to the Contract. In the case of a security deposit constituted in RON, the value of the Guarantee deposited in RON will be calculated by applying the RON/EUR exchange rate published by the National Bank of Romania on the date the deposit is constituted.

**"INCREASE INDEX"** means the harmonized European consumer price index HICP ALL ITEMS INDEX EU 27 published by EUROSTAT. If the HICP cannot be used or determined for various reasons, excluding the reason of delayed publication of the Index, then the Landlord will adopt an index that is the most similar to the HICP in terms of its content to replace it or will establish a new method to be used for evaluating any increase, which will be notified to the Tenant.

**"WORKING DAY"** means any day (other than Saturday or Sunday or legal holidays) on which banks in Romania are open to the public for commercial operations.

2.3 Chiriasul declara si garanteaza ca are dreptul de a utiliza in mod valabil marca si/sau numele magazinului mentionat(e) in Clauza 2.1 din Sectiunea I si orice elemente grafice legate de acestea. De asemenea, Chiriasul are obligatia de a pune la dispozitia Proprietarului, oricand la cererea acestuia, iar Proprietarul va avea dreptul de a utiliza, in mod liber si fara niciun fel de pretentii din partea Chiriasului, dar cu maxima prudenta si cu respectarea prevedrilor legale aplicabile, sigla sau logo-ul acestuia din urma, precum si orice alte elemente de identitate vizuala, in vederea promovarii Centrului Comercial sau in cazul in care poate fi folosit in cadrul oricarui eveniment de marketing organizat de Proprietar.

4.5 Chiriasul declara ca a examinat toate desenele si documentatia tehnica relevante, le-a inteles si prin urmare detine toate informatiile si documentele cu privire la caracteristicile Spatiului Inchiriat construit sau ce urmeaza a fi construit, inainte de semnarea prezentului Contract si este de acord cu aceste caracteristici.

10.4 Procentul de Indexare reprezinta rata medie anuala a Indicelui de Majorare publicat la Data Indexarii.

11.2.3 Chiriasul intelege ca plata oricaror sume potrivit prezentului Contract este datorata si scadenta in baza prevederilor cuprinse in acesta si se obliga sa le achite, cu exceptia situatiilor in care se precizeaza explicit contrariul.

11.6.1 Chiriasul nu are dreptul, fara acordul Proprietarului, sa exercite niciun drept de reducere sau de compensare cu privire la Chirie sau oricare alte plati datorate in baza prezentului Contract. Chiriasul intelege si accepta in mod expres aceasta prevedere contractuala.

12.2 In orice moment pe parcursul Duratei, si cu notificarea prealabila a Chiriasului, Proprietarul are dreptul de a executa si retrage direct din Garantie orice suma datorata si neplatita de Chirias, inclusiv daune sau posibile penalitati imputabile acestuia din urma, indiferent daca sunt sau nu confirmate printr-un titlu executoriu. Imputatia sumelor executate/retrase din Garantie va fi facuta de

2.3 The Tenant declares and guarantees that they have the right to validly use the trademark and/or store name mentioned in Clause 2.1 of Section I and any graphic elements related to them. Additionally, the Tenant is obliged to provide the Landlord, at any time upon request, and the Landlord shall have the right to use freely and without any claims from the Tenant, but with utmost caution and in compliance with applicable legal provisions, the Tenant's logo or trademark, as well as any other visual identity elements, for the promotion of the Shopping Center or in case it can be used in any marketing event organized by the Landlord.

4.5 The Tenant declares that they have examined all relevant drawings and technical documentation, understood them, and therefore possess all the information and documents regarding the characteristics of the Leased Space that is built or to be built, before signing this Contract, and agree with these characteristics.

10.4 The Indexation Percentage represents the annual average rate of the Increase Index published on the Indexation Date.

11.2.3 The Tenant understands that the payment of any amounts under this Contract is due and payable based on the provisions contained herein and undertakes to pay them, except where explicitly stated otherwise.

11.6.1 The Tenant does not have the right, without the Landlord's consent, to exercise any right of reduction or compensation concerning the Rent or any other payments due under this Contract. The Tenant expressly understands and accepts this contractual provision.

12.2 At any time during the Term, and with prior notice to the Tenant, the Landlord has the right to execute and withdraw directly from the Guarantee any amount due and unpaid by the Tenant, including damages or possible penalties attributable to the latter, whether or not confirmed by an enforceable title. The allocation of amounts executed/withdrawn from the Guarantee shall be

Proprietar la libera sa apreciere, Chiriasul renuntand la dreptul de a contesta imputatia efectuata de Proprietar. Chiriasul este obligat sa reintregeasca Garantia, in termen de 5 (cinci) Zile Lucratoare de la primirea solicitarii emisa de Proprietar.

made by the Landlord at its sole discretion, and the Tenant waives the right to contest the allocation made by the Landlord. The Tenant is obliged to replenish the Guarantee within 5 (five) Working Days from receiving the request issued by the Landlord.

17.3 Chiriasul este unicul responsabil pentru obtinerea, inainte de inceperea lucrarilor de amenajare a Spatiului Inchiriat, in mod corespunzator, a tuturor aprobarilor legale necesare efectuarii acestor lucrari, precum si pentru efectuarea lucrarilor de amenajare in deplina conformitate cu prevederile legale si normele de reglementare in vigoare precum si cu prevederile contractuale aplicabile. Proprietarul va furniza Chiriasului, la cererea acestuia si intr-un termen rezonabil, documentele relevante aflate in posesia acestuia.

17.3 The Tenant is solely responsible for obtaining, before the commencement of the fitting-out works of the Leased Space, all necessary legal approvals for carrying out these works, as well as for carrying out the fitting-out works in full compliance with applicable legal provisions and regulatory standards as well as applicable contractual provisions. The Landlord shall provide the Tenant, upon request and within a reasonable time, with the relevant documents in its possession.

18.4 Proprietarul poate, de asemenea, efectua lucrari de intretinere, reparatii sau modificari in Spatiul Inchiriat, fara acordul Chiriasului, dar pe cheltuiala acestuia, in masura in care astfel de lucrari sunt necesare. Astfel de cheltuieli vor fi rambursate Proprietarului la prima lui cerere, in termen de 5 (cinci) Zile Lucratoare de la facturare. Chiriasului nu ii este permis sa impiedice astfel de lucrari si va mentine Spatiul Inchiriat accesibil pentru realizarea acestora, iar Proprietarul va depune toate eforturile pentru limitarea impactului lucrarilor si pentru evitarea impiedicarii accesului in Spatiul Inchiriat. In cazul in care nu va indeplini acest lucru, Chiriasul va despagubi Proprietarul pentru toate daunele rezultate.

18.4 The Landlord may also carry out maintenance, repairs, or modifications in the Leased Space without the Tenant's consent but at the latter's expense, to the extent such works are necessary. Such expenses shall be reimbursed to the Landlord at its first request, within 5 (five) Working Days from invoicing. The Tenant is not allowed to obstruct such works and shall keep the Leased Space accessible for their execution, and the Landlord shall make all efforts to limit the impact of the works and to avoid hindering access to the Leased Space. If the Tenant fails to do so, they shall compensate the Landlord for all resulting damages.

19.5 Intreruperea activitatii Spatiului Inchiriat, din cauza lucrarilor de renovare, reparatii sau mentenanta efectuate de catre Proprietar, nu afecteaza obligatia Chiriasului de a plati chiria si toate celelalte costuri si cheltuieli prevazute de acest Contract, cu conditia ca lucrarile sa nu depaseasca 30 de zile, caz in care Chiria de Baza va fi redusa proportional pentru perioada ce excede cele 30 de zile. Intreruperea activitatii Spatiului Inchiriat, din cauza lucrarilor de renovare, reparatii sau mentenanta efectuate de catre Chirias, nu afecteaza obligatia Chiriasului de a plati chiria si toate celelalte costuri si cheltuieli prevazute de acest Contract.

19.5 The interruption of the activity of the Leased Space, due to renovation, repair, or maintenance works carried out by the Landlord, does not affect the Tenant's obligation to pay the rent and all other costs and expenses provided by this Contract, provided that the works do not exceed 30 days, in which case the Base Rent shall be proportionally reduced for the period exceeding the 30 days. The interruption of the activity of the Leased Space, due to renovation, repair, or maintenance works carried out by the Tenant, does not affect the Tenant's obligation to pay the rent and all other costs and expenses provided by this Contract.

20.4 Daca, dupa 6 (sase) luni de la deteriorarea sau distrugerea Spatiului Inchiriat sau a oricaror Spatii si Parti Comune care sunt necesare in mod rezonabil pentru utilizarea sau accesul in Spatiul Inchiriat in conformitate cu prezentul Contract, Spatiul Inchiriat este inca impropriu pentru a fi utilizat din cauza deteriorarii in urma unui risc asigurat, Proprietarul are dreptul sa reloce Chiriasul conform Clauzei 1.4 din prezenta Sectiune II sau ambele Parti pot denunta Contractul in orice moment, de plin drept, fara somatie, fara punere in intarziere si fara nicio alta formalitate prealabila, prin simpla declaratie unilaterala de denuntare, comunicata potrivit prezentului Contract.

20.5 In cazul in care Proprietarul trebuie sa efectueze lucrari de reparatii in Spatiul Inchiriat, fie in beneficiul Spatiului Inchiriat, fie in cel al Centrului Comercial (altele decat ca urmare a unei incalcarii a unei obligatii a Chiriasului) sau sa extinda Centrul Comercial, care fie impun eliberarea de catre Chirias a Spatiului Inchiriat pe durata reparatiilor (care va fi minima), fie impiedica deschiderea Spatiului Inchiriat, Chiriasul ia la cunostinta si accepta dreptul Proprietarului de a proceda in consecinta si faptul ca Proprietarul nu va fi obligat sa ii puna la dispozitie spatii alternative in cadrul Centrului Comercial pe durata reparatiilor/lucrurilor, dar, daca impedimentul continua pentru mai mult de 20 (douazeci) de zile, Chiriasul are dreptul la o reducere a Chiriei proportionala cu perioada si proportiile impedimentului, reducere ce poate fi totala, dupa cele 20 de zile, daca Spatiul Inchiriat este eliberat de catre Chirias.

21.3 Ca regula generala, Chiriasul va indeparta constructiile sau imbunatatirile pe care le-a efectuat, cu exceptia vitrinei / rulou / usi dupa caz, instalatia HVAC si electrica, plafon si pereti despartitori din gips-carton, pardoseli, intelegandu-se insa ca Partile convin in mod expres asupra faptului ca Proprietarul ii va datora Chiriasului o suma totala de 100 EURO pentru toate articolele si/sau imbunatatirile pastrate. Daca Chiriasul nu isi indeplineste obligatia de a indeparta articolele/imbunatatirile specificate, Proprietarul poate dispune indepartarea lor pe cheltuiala Chiriasului.

21.4 Partile agreeaza de comun acord ca imbunatatirile aduse Spatiului Inchiriat de Chirias (si anume vitrina / rulou / usi dupa caz, instalatia

20.4 If, after 6 (six) months from the damage or destruction of the Leased Space or any Common Areas and Parts reasonably necessary for the use or access to the Leased Space in accordance with this Contract, the Leased Space is still unsuitable for use due to damage resulting from an insured risk, the Landlord has the right to relocate the Tenant according to Clause 1.4 of this Section II or both Parties may terminate the Contract at any time, automatically, without notice, without delay, and without any other prior formality, by a simple unilateral declaration of termination, communicated according to this Contract.

20.5 In the event that the Landlord needs to carry out repair works in the Leased Space, either for the benefit of the Leased Space or for that of the Shopping Center (other than as a result of a breach of an obligation of the Tenant) or to expand the Shopping Center, which either require the vacating of the Leased Space for the duration of the repairs (which shall be minimal) or prevent the opening of the Leased Space, the Tenant acknowledges and accepts the Landlord's right to proceed accordingly and that the Landlord shall not be obliged to provide alternative spaces within the Shopping Center for the duration of the repairs/works, but if the hindrance continues for more than 20 (twenty) days, the Tenant has the right to a proportional reduction of the Rent for the period and proportions of the hindrance, which reduction may be total after the 20 days, if the Leased Space is vacated by the Tenant.

21.3 As a general rule, the Tenant shall remove the constructions or improvements made, except for the showcase/roller shutter/doors as applicable, HVAC and electrical installation, plasterboard ceiling and partition walls, floors; however, it is expressly agreed between the Parties that the Landlord shall owe the Tenant a total amount of 100 EURO for all items and/or improvements retained. If the Tenant fails to fulfill its obligation to remove the specified items/improvements, the Landlord may arrange for their removal at the expense of the Tenant.

21.4 The Parties agree that the improvements made to the Leased Space by the Tenant (namely showcase/roller shutter/doors as applicable,

HVAC si electrica, plafon si pereti despartitori din gips-carton, pardoseli) sa fie transferate in proprietatea Proprietarului la valoarea in RON a 100 EURO, suma care va fi platita de Proprietar Chiriasului. De asemenea, in termen de 15 (cincisprezece) zile de la incetarea din orice motiv a Contractului, Chiriasul se obliga sa emita factura aferenta amenajarilor transferate in proprietatea Proprietarului potrivit prezentei Clauze.

HVAC and electrical installation, plasterboard ceiling and partition walls, floors) shall be transferred to the ownership of the Landlord at the value in RON of 100 EURO, which sum shall be paid by the Landlord to the Tenant. Also, within 15 (fifteen) days from the termination for any reason of the Contract, the Tenant undertakes to issue the invoice related to the improvements transferred to the ownership of the Landlord according to this Clause.

22.7 In situatia rezilierii Contractului datorita unui Caz de Neexecutare din Partea Chiriasului, pe langa orice sume datorate de catre Chirias la data incetarii Contractului, Chiriasul va fi obligat sa plateasca Proprietarului, cu titlu de clauza penala potrivit Articolului 1538 din Codul Civil, o penalitate in cuantum egal cu toate sumele lunare (respectiv Chiria, Cheltuielile privind Serviciile Comune si Contribuita pentru Marketing, fiecare la nivelul facturat in ultima luna anterioara celei in care a incetat Contractul) care ar fi fost datorate de Chirias in baza prezentului Contract in cazul in care Contractul nu ar fi fost reziliat, calculate de la data incetarii Contractului si pana la data la care Proprietarul incaseaza chirie de la urmatorul chirias in Spatiul Inchiriat sau pentru 12 (douasprezece) luni, oricare data se produce prima, insa nu mai putin de 6 (sase) luni.

22.7 In the event of the termination of the Contract due to a Tenant's Non-performance Event, in addition to any amounts due by the Tenant at the date of termination of the Contract, the Tenant shall be obliged to pay the Landlord, as a penalty clause according to Article 1538 of the Civil Code, a penalty in an amount equal to all monthly sums (namely Rent, Common Services Expenses, and Marketing Contribution, each at the level invoiced in the last month prior to the termination of the Contract) that would have been due by the Tenant under this Contract if the Contract had not been terminated, calculated from the date of termination of the Contract until the date on which the Landlord collects rent from the next tenant in the Leased Space or for 12 (twelve) months, whichever occurs first, but not less than 6 (six) months.

30.4 Daca prezentul Contract va fi modificat la cererea Chiriasului, Chiriasul trebuie sa acopere toate cheltuielile dovedite in mod justificat suportate de Proprietar in legatura cu modificarea prezentului Contract.

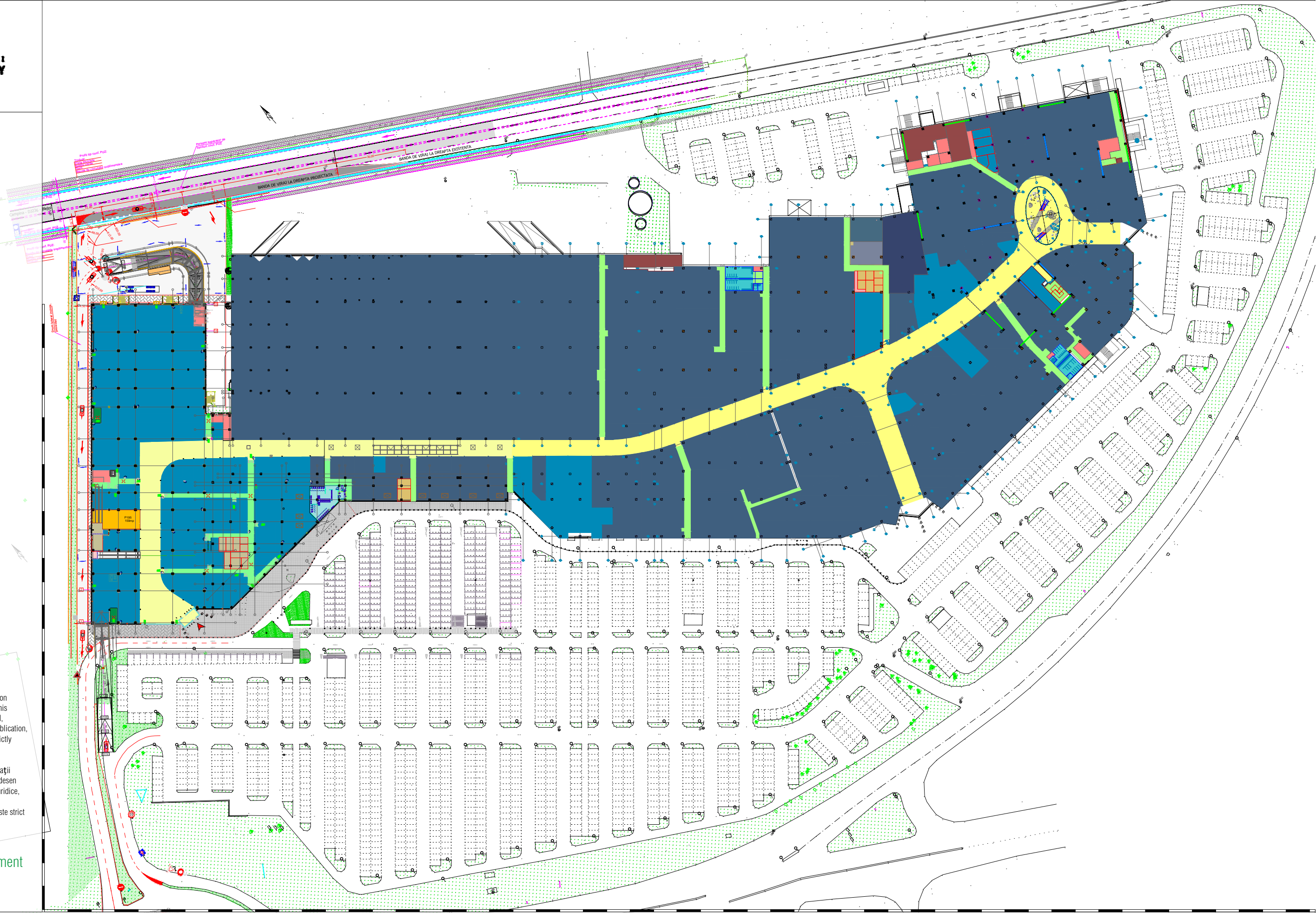
30.4 If this Contract is amended at the Tenant's request, the Tenant must cover all justified expenses incurred by the Landlord in connection with the amendment of this Contract.

30.6 Prin semnarea prezentului Contract, Chiriasul accepta si recunoaste in mod expres toate drepturile Proprietarului prevazute in prezentul Contract.

30.6 By signing this Contract, the Tenant expressly accepts and acknowledges all rights of the Landlord provided in this Contract.

**PROPRIETAR/LANDLORD**  
**PLOIESTI SHOPPING CITY S.R.L.**  
Prin/by Administrator / Director  
Alexandru Teodor Suiu

**CHIRIAS/TENANT**  
**HERMOSA OFFICE CENTER S.R.L.**  
Prin/by Administrator / Director  
Dragos Staicu



# TENANCY PLAN

"This drawing is confidential and shows information intended solely for discussions with the tenant. This drawing is under work and subject to certain legal, operational, functional and technical changes. Publication, distribution, printing or copying of this plan is strictly prohibited without prior consent from the issuer."

"Acest desen este confidențial și prezintă informații destinate exclusiv discuțiilor cu chiriașul. Acest desen este în lucru și este supus anumitor modificări juridice, operaționale, funcționale și tehnice. Publicarea, distribuția, tipărirea sau copierea acestui plan este strict interzisă fără acordul prealabil al emitentului."

Please consider the environment before printing

# GROUND FLOOR PLAN



PROPOSED  
UNIT



SHOPS



GALLERY



ESCAPE  
ROUTES



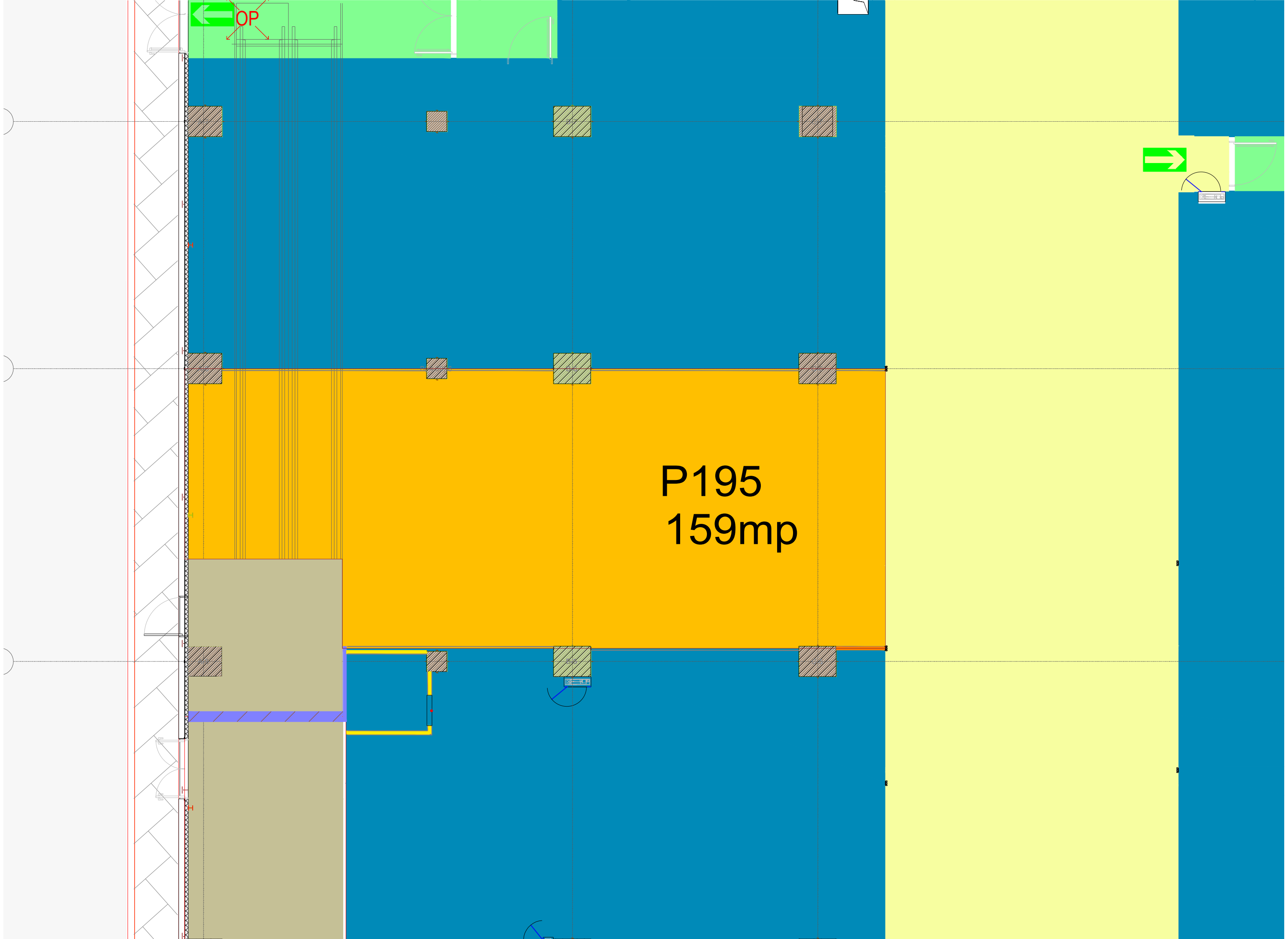
RESTROOMS



STORAGE



TECHNICAL  
& BOH



### ANEXA 3

(antetul banci emitente)

### SCRISOARE DE GARANTIE

Bucuresti, [data emiterii]

Catre:

S.C. [●] S.R.L., o societate cu raspundere limitata cu sediul social in Bucuresti, [●], inregistrata la Registrul Comertului sub nr. [●], avand cod unic de inregistrare [●] (in continuare „Beneficiarul” sau „Proprietarul”).

Stimati Domni,

Am fost informati ca la data de [●] ati incheiat un contract de inchiriere („Contractul de Inchiriere”) cu S.C. [●] S.R.L., o societate cu raspundere limitata cu sediul social in [●], inregistrata la Registrul Comertului sub nr. [●], avand cod unic de inregistrare [●], in calitate de chirias („Chiriasul”).

In conformitate cu Contractul de Inchiriere, Chiriasul trebuie sa predea Proprietarului o scrisoare de garantie bancara emisa in favoarea acestuia, pentru suma de [●].

Prin urmare, la solicitarea S.C. [Chiriasului] S.R.L. noi, [de introdus detaliile bancii], reprezentata de [●] (in continuare „noi” sau „Banca”) am emis prezenta Scrisoare de Garantie („Scrisoarea de Garantie”/„Garantia”) in urmatoorii termeni si conditii:

1. Prin prezenta ne exprimam angajamentul neconditionat si irevocabil de a va plati imediat, indiferent de orice obiectii, valabilitatea sau efectele Contractului de Inchiriere si fara nicio justificare, fara deducerea comisioanelor bancare sau a altor comisioane, la prima cerere scrisa a Beneficiarului si fara a fi necesara vreo alta formalitate in acest sens, orice suma in limita sumei de [●] (in litere) EUR („Valoarea Garantata”), platibila in lei la cursul de schimb al BNR din ziua platii, prin transfer bancar intr-

### ANNEX 3

(header of the issuing bank)

### LETTER OF GUARANTEE

Bucharest, [issuing date]

To:

S.C. [●] S.R.L., a limited liability company with headquarters in Bucharest, [●], registered with the Trade Registry under no. [●], having sole registration code [●] (hereinafter referred to as the “Beneficiary” or the “Landlord”).

Dear Gentlemen,

We have been informed that on [●] you have concluded a lease agreement (the “Lease Agreement”) with S.C. [●] S.R.L., a limited liability company with headquarters in Bucharest, [●], registered with the Trade Registry under no. [●], having sole registration code [●], as tenant (the “Tenant”).

According to the Lease Agreement, the Tenant must provide to the Landlord a bank letter of guarantee issued in the latter’s favour, for an amount of [●].

Therefore, at the request of S.C. [the Tenant] S.R.L., we [the details of the bank to be introduced], duly represented by [●] (hereinafter referred to as “us” of the “Bank”) have issued this Bank Letter of Guarantee (hereinafter referred to as the “Guarantee”, the “Letter of Guarantee”) under the following terms and conditions:

1. We, hereby, unconditionally and irrevocably express our commitment to pay you immediately, regardless of any objections, validity or effects of the Lease Agreement and without any justification, without deduction of bank charges or other fees, at the first written request of the Beneficiary and without any other formality being necessary in this respect, any amount up to the amount of EUR [●] (in words) (hereinafter referred to as the “Guaranteed Amount”), payable in

un cont bancar deschis pe numele Beneficiarului la orice banca aleasa de acesta.

Romanian Lei at the exchange rate of BNR at the day of payment, by bank transfer to a bank account opened on the name of the Beneficiary at any bank chosen by the latter.

2. Beneficiarul are dreptul sa inainteze mai multe cereri de plata in baza prezentei Scrisori de Garantie Bancara, cu conditia ca suma totala a acestora sa nu depaseasca valoarea totala a Valorii Garantate, astfel cum aceasta este mentionata la punctul 1. Valoarea Garantata se va reduce automat cu valoarea platilor efectuate in baza prezentei Scrisori de Garantie.
3. Orice cerere de plata va fi formulata de Beneficiar prin scrisoare simpla, semnata de reprezentantul autorizat al acestuia, si va mentiona (i) numarul si data prezentei Scrisori de Garantie, (ii) suma a carei plata este solicitata, si (iii) detaliile bancii si ale contului in care se solicita efectuarea platii. Cererea se va depune la sediul nostru pana nu mai tarziu in Data Expirarii.
4. Fiecare cerere formulata potrivit prezentei Scrisori de Garantie va fi acceptata ca dovada definitiva ca suma solicitata este datorata, indiferent de orice litigii existente intre Chirias si Beneficiar, iar plata se va face in termen de 2 (doua) zile de la primirea solicitarii.
5. Aceasta Scrisoare de Garantie Bancara va ramane valabila pana la data de [●] („**Data Expirarii**”), perioada in care Garantia nu va inceta pentru nici un motiv. Garantia va fi reinnoita anual, la solicitarea Chiriasului, cu cel mult 60 (saizeci) de zile inaintea Datei Expirarii. In cazul in care Chiriasul nu furnizeaza dovada prelungirii Garantiei cu 60 (saizeci) de zile inainte de Data Expirarii, Beneficiarul va avea dreptul sa solicite plata integrala a prezentei Scrisori de Garantie. Prezenta Scrisoare de Garantie va expira (i) automat la Data Expirarii, daca Beneficiarul nu solicita executarea inainte de aceasta data, sau (ii) inainte de Data Expirarii, in cazul in care Valoarea Garantata a fost platita integral catre Beneficiar.
2. The Beneficiary has the right to submit multiple requests for payment under this Letter of Guarantee, provided that their total amount does not exceed the total value of the Guaranteed Amount, as it is referred to in point 1. The Guaranteed Amount will be automatically reduced with the amount of payments made under this letter of guarantee.
3. Any payment request shall be made by the Beneficiary by simple letter, signed by the authorized representative, and shall specify (i) the number and date of this Letter of Guarantee, (ii) the amount for which payment is requested, and (iii) the bank details and account details where payment is requested. The application will be submitted to our office by no later than the Expiry Date.
4. Each request filed in accordance with this Letter of Guarantee shall be accepted as definitive proof that the requested amount is due, regardless of any existing litigation between the Tenant and the Beneficiary, and payment will be made in 2 (two) days as of receiving the request.
5. This Letter of Bank Guarantee shall remain valid until [●] (the “**Expiry Date**”), period during which the Guarantee will not cease for any reason. The Guarantee will be annually renewed, at the prior request of the Tenant made within a maximum term of 60 (sixty) days before the Expiry Date. If the Tenant does not present proof of prolongation of the Guarantee 60 (sixty) days prior to the Expiry Date, the Beneficiary shall have the right to request full payment of this Letter of Guarantee. This Letter of Guarantee shall expire (i) automatically at the Expiry Date, if the Beneficiary does not request execution of the Guarantee before this date, or (ii) before the Expiry Date, when the Guaranteed Amount has been fully paid to the

6. Noi, Banca, consimtim neconditionat si irevocabil prin prezenta la transferul de catre Beneficiar in orice modalitate a oricaror incasari la care poate fi sau poate deveni indreptatit in baza prezentei Scrisori de Garantie, in favoarea oricarei banci sau in favoarea oricarei societati care il finanteaza pe Beneficiar, cu notificarea prealabila de catre Beneficiar a Bancii. Prin prezenta, declaram ca suntem de acord si ne angajam sa efectuam toate formalitatile legale necesare pentru a valida acest transfer.
7. In cazul in care Beneficiarul ceseaza Contractul de Inchiriere, prezenta Scrisoare de Garantie va fi transferata automat si va produce efecte in favoarea cesionarului, sub rezerva notificarii scrise trimise Bancii asupra incheierii contractului de cesiune, prin care se comunica datele cesionarului. Prin prezenta, noi, Banca, declaram ca suntem de acord cu acest transfer.
8. Aceasta Garantie este o garantie absoluta, irevocabila, neconditionata, prezenta si continua si nu este in nici un fel afectata de vreo conditie. Raspunderea noastra in temeiul prezentei Garantii nu va fi afectata de nici o modificare a Contractului de Inchiriere.
9. Prezenta Scrisoare de Garantie este guvernata de legislatia din Romania si se supune Regulilor Uniforme privind Garantiile la Cerere (URDG) Revizuirea 2010, Publicatia CIC nr. 758, cu exceptia, art. 15 lit. a). Orice litigiu in legatura cu aceasta va fi solutionat de instantele din Bucuresti.

Banca [●]  
(semnatura autorizata)

Beneficiary.

6. We, the Bank, hereby unconditionally and irrevocably consent to the transfer, in any way, by the Beneficiary of any revenues to which the latter might be or become entitled under the provisions of this Letter of Guarantee, in favor of any Bank or in favor of any company which finances the Beneficiary, with the prior notification of the issuing Bank by the Beneficiary. We hereby declare that we agree and we firmly engage to perform any legal formalities necessary for the validity of this transfer.
7. If the Beneficiary assigns the Lease Agreement, this Letter of Guarantee will be automatically transferred to the assignee and shall become effective in favour of the assignee, subject to the written notice sent to the Bank with respect to the conclusion of the assignment agreement through which it shall be informed in respect to the information regarding the assignee. We, the Bank, hereby declare that we agree to this transfer.
8. This Guarantee is an absolute, irrevocable, unconditioned, present and continuous guarantee and it is not subject to any condition. Our liability under this Guarantee will not be affected by any of the amendments to the Lease Agreement.
9. This Letter of Guarantee is governed by the laws of Romania and is subject to the Uniform Rules regarding Demanded Guarantees (URDG) Revised 2010, CIC Publication no. 758, except for art. 15 letter a). Any litigation with respect to this Letter of Guarantee shall be subject to Bucharest courts.

The Bank [●]  
(authorized signature)

APPENDIX 4  
TO THE LEASE AGREEMENT  
**INTERNAL REGULATIONS FOR THE TENANTS OF THE COMMERCIAL  
CENTRE**

ANEXA 4  
LA CONTRACTUL DE INCHIRIERE  
**REGULAMENT DE ORDINE INTERIOARA PENTRU CHIRIASII DIN  
CADRUL CENTRULUI COMERCIAL**

## RECITALS

- (A) These Regulations form an integral part of the Lease Agreement. All capitalized terms in this annex shall have the meanings set out in the Lease Agreement, unless otherwise provided herein.
- (B) The retail Leased Premises within the Commercial Centre (hereinafter referred to as the “**Leased Premises**”) are operated by economic operators, retailers, for sale of goods and/or for provision of services (hereinafter referred to as the “**Tenants**”), under terms and conditions stipulated in the lease agreements concluded by the Landlord with each of the Tenants in the Commercial Centre (hereinafter referred to as the “**Lease Agreement(s)**”).
- (C) The internal regulations set forth herein shall determine the general regulations to be complied with by all Tenants and/or any occupiers of the Leased Premises, Authorized Persons, customers and visitors, in respect of the Commercial Centre as a whole (hereinafter, the “**Regulations**”).
- (D) In these Regulations, the Authorized Person (s) means the Tenant's employees, representatives, agents, contracting partners or visitors, excluding persons who visit the Commercial Centre as customers;
- (E) By signing the Lease Agreements, any and all Tenants undertake the obligation to comply with all instructions and provisions of the Regulations, without any restrictions or reserves. The Tenants are liable to ensure that their Authorized Persons comply with these Regulations. A copy of the Regulation updated in any time must be kept and made available at the Leased Premises.
- (F) The Regulations shall be compulsory for the existing Tenants and also for any and all successors, assignees, occupiers and subtenants of initial

## PREAMBUL

- (A) Prezentul Regulament face parte integranta din Contractul de Inchiriere. Toti termenii scrisi cu majuscule in cadrul acestei anexe vor avea sensul stabilit in Contractul de Inchiriere, cu exceptia cazului in care se prevede altfel in prezentul regulament.
- (B) Spatiile destinate activitatii comerciale din cadrul Centrului Comercial (denumite in continuare “**Spatiile Inchiriate**”) sunt operate de catre operatori economici, comercianti, in scopul vanzarii de bunuri si/sau in vederea prestarii de servicii (denumiti in continuare “**Chiriasi**”), in conformitate cu termenii si conditiile prevazute in contractele de inchiriere incheiate de Proprietar cu fiecare dintre Chiriasii din Centrul Comercial (denumite in continuare “**Contractele de Inchiriere**”).
- (C) Regulile de organizare interioara prevazute in prezentul vor constitui regulamentul general pe care toti Chiriasii si/sau ocupantii Spatiilor Inchiriate, Persoanele Autorizate, clientii sau vizitatorii trebuie sa il respecte in legatura cu Centrul Comercial ca intreg (denumite in continuare „**Regulamentul**”).
- (D) In sensul prezentului Regulament, Persoana(e) Autorizata(e) inseamna angajatii, reprezentantii, agentii, partenerii contractuali sau vizitatorii Chiriasului, excluzand persoanele care viziteaza Centrul Comercial in calitate de client.
- (E) Prin semnarea Contractelor de Inchiriere, oricare si toti Chiriasii se obliga sa respecte toate instructiunile si prevederile Regulamentului, fara limitari sau rezerve. Chiriasii sunt obligati sa se asigure ca Persoanele Autorizate ale acestora respecta prezentul Regulament. Un exemplar al Regulamentului actualizat la orice moment va fi pastrat si disponibil in Spatiul Inchiriat.
- (F) Regulamentul va fi obligatoriu pentru Chiriasii existenti la acest moment precum si pentru oricare si toti succesorii, cesionarii, ocupantii sau

Tenants. The Regulations shall be mandatory for any Tenants existing in the Commercial Centre, in the form updated by the Landlord in any moment.

- (G) The Tenants shall be liable for any failure to comply with these Regulations of their Authorized Persons and/or other persons or companies, which the Tenants control and/or which are operating in the Commercial Centre, for the Tenants' benefit. The Tenants shall be responsible to inform their Authorized Persons on the terms of these Regulations and any variations hereto, if any.
- (H) The Centre Manager shall be responsible for the general running and administration of the Commercial Centre and shall have the powers and attributions set forth in these Regulations and in each of the Lease Agreements. The Common Areas and Parts shall be managed and administered by the Centre Manager on behalf of the Lessor. The Centre Manager shall be the representative of the Landlord in relation to Tenants and Tenants' activities in the Leased Premises and in the Commercial Centre as a whole and shall be entitled to exercise toward the Tenants, in the name and on behalf of the Landlord, any of its rights pursuant to any of the Lease Agreements and to these Regulations.
- (I) The Centre Manager shall be responsible for operation, cleaning, maintenance and performance of repairs to the Common Areas and Parts.
- (J) In case a Tenant fails to comply with any of the provisions of these Regulations, the Centre Manager shall be entitled to enforce directly against the respective Tenant such penalties as provided in this Regulations and the Lease Agreement concluded with the respective Tenant.

subchiriasii Chiriasilor initiali. Regulamentul va fi obligatoriu pentru oricare dintre Chiriasii existenti in Centrul Comercial, in forma actualizata de catre Proprietar la orice moment.

- (G) Chiriasii vor fi responsabili pentru orice nerespectare a Regulamentului de catre Persoanele Autorizate si/sau alte persoane sau societati, pe care Chiriasii ii controleaza si/sau care desfasoara activitati pentru beneficiul Chiriasilor in cadrul Centrului Comercial. Chiriasii vor fi responsabili pentru informarea Persoanelor Autorizate in legatura cu termenii prezentului Regulament si in legatura cu orice modificari ale acestuia, daca este cazul.
- (H) Administratorul Centrului Comercial va fi responsabil pentru conducerea si administrarea generala a Centrului Comercial si va avea puterile si atributiile stabilite in prezentul Regulament si in fiecare dintre Contractele de Inchiriere. Spatiile si Partile Comune vor fi conduse si administrate de catre Administratorul Centrului Comercial in numele Proprietarului. Administratorul Centrului Comercial va fi reprezentantul Proprietarului in relatia cu Chiriasii si activitatile Chiriasilor in cadrul Spatiilor Inchiriate si in cadrul Centrului Comercial ca intreg, si va fi indreptatit sa exercite in legatura cu Chiriasii, in numele si pentru Proprietar, oricare dintre drepturile acestuia in baza oricarui dintre Contractele de Inchiriere si in baza prezentului Regulament.
- (I) Administratorul Centrului Comercial va fi responsabil pentru operarea, curatenia, intretinerea si efectuarea reparatiilor Spatiilor si Partilor Comune.
- (J) In cazul in care un Chirias nu indeplineste oricare dintre prevederile prezentului Regulament, Administratorul Centrului Comercial va fi indreptatit sa exercite impotriva respectivului Chirias sanctiunile prevazute in prezentul Regulament si in Contractul de Inchiriere incheiat cu respectivul Chirias.

(K) These Regulations include the following sections:

- a) Preamble
- b) Section I - General Organisation
- c) Section II - Use of Leased Premises
- d) Section III - Parties' responsibilities regarding fire protection and preventive and action measures in case of emergency
- e) Section IV - Final provisions and amendments

## SECTION I

### GENERAL ORGANIZATION

#### ARTICLE 1 - OPENING HOURS

The Commercial Centre shall be open to public and the Tenants are liable to operate their Leased Premises without interruption 12 months in a year, 7 days a week, from 10:00 a.m. to 22:00 and, if necessary, subject to the exceptions applied to the Supermarket/Hypermarket, food-court area (restaurant, cafes), entertainment and service area (hereinafter referred to as the "**Opening Hours**"). The Tenant will be the sole responsible to organize shifts for its employees and their remuneration, in a manner that will be fully compliant with the applicable labour legislation. Opening Hours may be changed in case it is so required by applicable local regulations or reasonably decided by the Landlord in accordance with the opening hours of similar commercial Centres and/or organisation of certain marketing events.

The Leased Premises used for activities such as restaurant, catering services or snacks or cinema or casino, which have an external customer access to their Leased Premises may remain open after the closing time of the Commercial Centre with the Centre Manager's written approval. Access doors to the Commercial Centre shall close at the closing hours of the Hypermarket, so that no client is allowed

(K) Prezentul Regulament cuprinde urmatoarele sectiuni:

- a) Preambul
- b) Sectiunea I – Organizarea Generala
- c) Sectiunea II - Utilizarea Spatiilor Inchiriate
- d) Sectiunea III – Raspunderile Partilor privind apararea impotriva incendiilor si masuri de prevenire si actiune in cazul situatiilor de urgenta
- e) Sectiunea IV – Prevederi finale si modificari

## SECTIUNEA I

### ORGANIZAREA GENERALA

#### ARTICOLUL 1 - ORELE DE DESCHIDERE

Centrul Comercial va fi deschis pentru public, iar Chiriasii sunt raspunzatori pentru operarea Spatiilor Inchiriate fara intrerupere pe o perioada de 12 luni pe an, 7 zile pe saptamana, de la ora 10:00 pana la ora 22:00, si, daca este cazul, cu exceptiile aplicate Supermarketului/ Hipermarketului, zonei de food-court (restaurante, cafenele), zonei de divertisment si de servicii (denumite in continuare „**Orarul de Functionare**"). Chiriasul va fi singurul responsabil pentru organizarea schimburilor angajatilor sai si remuneratia acestora, intr-o maniera care va fi in deplina concordanta cu legislatia aplicabila in domeniul dreptului muncii. Orarul de Functionare va putea fi modificat in situatia in care acest fapt este cerut de reglementarile legale aplicabile, sau in cazul in care se va decide in mod rezonabil de catre Proprietar in concordanta cu orele de deschidere ale unor centre comerciale similar si/sau pentru organizarea unor evenimente de marketing.

Spatiile Inchiriate utilizate pentru activitati precum restaurant, servicii de catering pentru alimente sau gustari sau cinema sau casino-urile care detin un sistem de acces extern pentru clienti catre respectivele Spatii Inchiriate, vor avea dreptul sa mentina deschis dupa ora de inchidere a Centrului Comercial cu acordul scris al Administratorului Centrului Comercial. Usile de acces in Centrul

access inside the Commercial Centre during the closing hours. If such approval is given the respective Tenants shall keep the Leased Premises open within the timetable agreed with the Landlord/Centre Manager and may use such part of the Common Areas and Parts as the Landlord/Centre Manager shall designate. Tenants shall comply with any conditions, which Landlord/Centre Manager shall reasonably consider to be appropriate and shall pay on demand to Landlord/Centre Manager the additional costs or Service Charges reasonably and properly incurred by Landlord/Centre Manager in arranging for such part of the Common Areas and Parts to be made available.

Similarly, in case of force majeure or special events or in order to accommodate changes in shopping habits of the customers, the Centre Manager may modify, at its discretion, the general Opening Hours of the Commercial Centre.

Outside the Opening Hours, the Centre Manager shall be empowered to close the access to the Commercial Centre.

The Tenants shall respect and apply any modification of the trade hours within the Commercial Centre as they are decided periodically by the Landlord and priorly notified to the Tenants.

## **ARTICLE 2 - DELIVERY OF SUPPLIES**

Delivery of supplies shall be subject to the conditions set forth below and shall not interfere with customers' vehicles traffic or access or with pedestrian traffic or access in the Commercial Centre.

Delivery of supplies for the Leased Premises shall not occur during the Opening Hours. Delivery of supplies shall occur between: 06:00 – 09:30 and 22:30 – 24:00; other deliveries are subject to the prior written approval by the Centre Manager.

Comercial se vor închide la ora de închidere a Hipermarketului, astfel încât niciunui client să nu-i fie permis accesul în interiorul Centrului Comercial pe perioada orelor de închidere. În situația în care o asemenea aprobare este obținută, respectivii Chiriași vor ține Spațiile Inchiriate deschise în cadrul orarului stabilit cu Proprietarul/Administratorul Centrului Comercial și vor putea utiliza suprafața din cadrul Spațiilor și Partilor Comune în limitele prevăzute de către Proprietarul/Administratorul Centrului Comercial. Chiriașii vor respecta orice condiții pe care Proprietarul/Administratorul Centrului Comercial le va considera necesare și va plăti la cererea Proprietarului/Administratorului Centrului Comercial costurile adiționale sau Cheltuielile privind Serviciile Comune pe care Proprietarul/Administratorul Centrului Comercial le va suporta în mod rezonabil pentru punerea la dispoziție a acestor suprafețe ale Spațiilor și Partilor Comune.

În mod similar, în cazuri de forță majoră sau de evenimente deosebite sau în vederea efectuării unor schimbări în cadrul obiceiurilor comerciale ale clienților, Administratorul Centrului Comercial poate modifica, la discreția sa, Orarul de Funcționare general al Centrului Comercial.

În afara Orarului de Funcționare, Administratorul Centrului Comercial va fi împuternicit să închidă accesul în Centrul Comercial.

Chiriașii vor respecta și aplica toate modificările intervenite în programul de funcționare al Centrului Comercial astfel cum vor fi decise periodic de Proprietar și aduse la cunoștință Chiriașilor în prealabil.

## **ARTICOLUL 2 - APROVIZIONAREA CU MARFA**

Aprovizionarea cu marfa se va face cu respectarea condițiilor stabilite mai jos și nu va interfera cu traficul automobilelor, accesul clienților sau cu traficul sau accesul pietonilor în Centrul Comercial.

Aprovizionarea cu marfa pentru Spațiile Inchiriate nu va avea loc în timpul Orarului de Funcționare. Aprovizionarea cu marfa va avea loc în cadrul orarului: 06:00 – 09:30 și 22:30 – 24:00; alte cazuri de aprovizionare se fac cu acordul prealabil scris al Administratorului Centrului Comercial.

Delivery vehicles shall not park in areas designated for access, roads, sidewalks or other pedestrian areas of the Commercial Centre, including the special service road.

Tenants shall ensure that their suppliers and subcontractors are informed on terms, conditions and restrictions applicable to deliveries and that their suppliers and subcontractors are officially informed on the address and location of their Leased Premises in the Commercial Centre.

### **2.1. Delivery Areas**

Delivery of supplies to the Leased Premises shall take place in the dedicated delivery areas or in the areas designated for this purpose by the Centre Manager.

### **2.2. Access**

Access to the areas of delivery for the Leased Premises shall be made on the route indicated to the Tenant and established by the Centre Manager.

Delivery for Leased Premises provided with external access door(s) shall take place exclusively through such access door(s) and not through the Commercial Centre. Access doors for supplies must bear the logo of each store.

Delivery for the Leased Premises, which are not provided with an external access door, shall take place through the Commercial Centre subject to the conditions set forth by the Centre Manager.

Prior approval by the Centre Manager shall be obtained for shifting or delivery of large items of equipment through the Commercial Centre.

### **2.3. Liability**

Vehiculele de aprovizionare nu vor parca in cadrul suprafelor destinate pentru accesul, drumurile, trotuarele sau alte suprafete destinate accesului pietonilor in cadrul Centrului Comercial, inclusiv drumul special de acces.

Chiriasii se vor asigura ca furnizorii si subcontractorii lor sunt informati in legatura cu termenii, conditiile sau restrictiile aplicabile aprovizionarilor, precum si ca furnizorii si subcontractorii lor sunt informati in mod oficial in legatura cu adresa si locatia Spatiilor Inchiriate ale acestora in cadrul Centrului Comercial.

### **2.1. Spatiile de aprovizionare**

Aprovizionarea cu marfa a Spatiilor Inchiriate va avea loc in spatiile destinate in mod special sau in cadrul suprafetelor destinate acestui scop de catre Administratorul Centrului Comercial.

### **2.2. Accesul**

Accesul catre spatiile de aprovizionare marfa pentru Spatiile Inchiriate se va realiza pe traseul indicat Chiriasului si desemnat de catre Administratorul Centrului Comercial.

Aprovizionarea Spatiilor Inchiriate care sunt prevazute cu usa (i) de acces exterior va avea loc in mod exclusiv prin intermediul acestei(or) usi, iar nu prin incinta Centrului Comercial. Usile pentru acces marfa trebuie colantate cu sigla fiecarui magazin in parte.

Aprovizionarea Spatiilor Inchiriate care nu sunt prevazute cu usa de acces exterior va avea loc prin incinta Centrului Comercial, pe baza conditiilor stabilite de catre Administratorul Centrului Comercial.

Livrarea sau deplasarea oricaror obiecte masive prin incinta Centrului Comercial va fi conditionata de aprobarea prealabila a Administratorului Centrului Comercial.

### **2.3. Raspundere**

Each Tenant shall be responsible and liable for the loading, unloading and delivery to/from its Leased Premises.

#### **2.4. Delivery Hours**

Deliveries and/or supplies shall not take place during the Opening Hours.

In the morning deliveries and goods handling within the Commercial Centre may commence at 6:00 and shall end 30 minutes prior to the Opening Hours. In the evening, deliveries and goods handling within the Commercial Centre shall start not earlier than 30 minutes after closing time and shall be finalised until 24:00.

The delivery for the Leased Premises with large areas may take place during the Opening Hours under the conditions set forth by the Centre Manager (for example, such deliveries shall be made only on the route indicated by the Centre Manager, delivery vehicles shall park only on the parking lots designated by the Centre Manager, delivery vehicles must observe the maximum applicable tonnage and height limits, as appropriate). The Centre Manager is entitled to limit or prohibit any types of deliveries and/or to apply penalties to any Tenant who fails to comply with the obligations above.

Tenants may access the Leased Premises outside the Opening Hours from 6:00 to 24:00. Outside this time frame, Tenant may access the Leased Premises subject to the written approval by the Centre Manager.

#### **2.5. Rules of Traffic and Parking**

The delivery for the Leased Premises shall take place through the access roads of the Commercial Centre, on the route indicated and designated by the Centre Manager in any moment.

Delivery vehicles and/or trucks shall be parked only in the specially designed areas. Parking of these vehicles is strictly prohibited on access roads, pedestrian

Fiecare dintre Chiriasi va fi raspunzator pentru incarcarea, descarcarea si livrarea catre/din cadrul Spatiilor Inchiriate.

#### **2.4. Orele de Livrare**

Livrarile si/sau aprovizionarile nu vor avea loc pe parcursul Orarului de Functionare.

In cursul diminetii, livrarile si manevrarea bunurilor in cadrul Centrului Comercial vor putea incepe la ora 6:00 si se vor incheia cu 30 de minute inainte de inceperea Orarului de Functionare. In cursul serii, livrarile si manevrarea bunurilor in cadrul Centrului Comercial nu vor incepe mai devreme de 30 de minute dupa data inchiderii si se vor finaliza pana la ora 24:00.

Aprovizionarea Spatiilor Inchiriate cu suprafete mari va putea avea loc in cadrul Orarului de Functionare, pe baza conditiilor stabilite de catre Administratorul Centrului Comercial (de exemplu, dar fara limitare, sa nu ruleze decat pe traseul indicat de Administratorul Centrului Comercial, sa nu parcheze decat in locurile de parcare stabilite de catre Administratorul Centrului Comercial, sa respecte limitele maxime de tonaj si de inaltime, aplicabile, dupa cum este cazul). Administratorul Centrului Comercial este imputernicit sa restranga sau sa interzica orice fel de livrari si/sau sa aplice sanctiuni oricarui Chirias care nu indeplineste obligatiile de mai sus.

Chiriasii vor putea intra in incinta Spatiilor Inchiriate in afara Orarului de Functionare de la 6:00 pana la 24:00. In afara acestui program, Chiriasii vor putea intra in cadrul Spatiilor Inchiriate cu acordul scris al Administratorului Centrului Comercial.

#### **2.5. Reguli de Trafic si Parcare**

Aprovizionarea Spatiilor Inchiriate se va realiza prin intermediul drumurilor de acces ale Centrului Comercial, pe traseul indicat si desemnat de catre Administratorul Centrului Comercial in orice moment.

Vehiculele de livrare si/sau camioanele vor fi parcate numai in spatiile special destinate acestora. Parcarea acestor vehicule este strict interzisa in mod special

ways and sidewalks, fire and emergency access, in front of emergency exits and/or access doors of the Commercial Centre. Any Tenant that fails to comply with this rule shall be sanctioned and shall bear entirely the liability for any accident caused by such a failure.

Delivery vehicles of more than 3.5 tonnes shall use the roads specially designated by the Centre Manager. The Centre Manager shall be entitled to ban access to vehicles exceeding 3.5 tonnes in the parking of the Commercial Centre, and to apply penalties to any Tenants failing to comply with such obligation. When entering the underground parking of the Commercial Centre, delivery vehicles must observe and comply with the maximum height limit displayed at the entrance to the underground parking.

Trolleys for delivery or other delivery equipment used through the Commercial Centre shall be fitted with tires and protection to avoid any damage to walls and floors. Use of shopping trolleys for purposes other than those intended is prohibited.

Any supplier using other means of access or parking than those stipulated by these Regulations or furthermore by the Centre Manager or failing to comply with the timetables provided for deliveries may be prevent from entering the Commercial Centre and from goods loading and/or unloading.

### **ARTICLE 3 - USE OF THE COMMON AREAS AND PARTS**

#### **3.1. Use of the Common Areas and Parts**

The Common Areas and are intended for the common use of Tenants, operators and customers of the Commercial Centre.

The Centre Manager shall be responsible for cleaning, maintenance and repair of the Common Areas and Parts. Each Tenant shall be authorised to use the Common Areas and Parts for their intended purpose and shall follow the conditions and

pe drumurile de acces, trotuarele si spatiile destinate pietonilor, spatiile destinate accesului in caz de incendiu sau urgenta, in fata iesirilor de urgenta si/sau usilor de acces in Centrul Comercial. Oricare Chirias care nu va respecta regula de mai sus va fi sanctionat si va suporta in mod integral prejudiciile pentru orice accident produs de aceasta incalcare.

Vehiculele de livrare cu un tonaj mai mare de 3,5 tone vor utiliza drumurile special destinate acestora de catre Administratorului Centrului Comercial. Administratorul Centrului Comercial va fi indreptatit sa interzica accesul vehiculelor care depasesc 3,5 tone in parcare destinata Centrului Comercial si sa aplice penalitati oricarui Chirias care nu respecta acesta obligatie. In situatia intrarii in parcare subterana a Centrului Comercial, vehiculele de livrare trebuie sa respecte si sa se incadreze in limita maxima de inaltime afisata la intrarea in parcare subterana.

Carucioarele pentru livrare sau orice alt echipament de livrare utilizat prin incinta Centrului Comercial vor fi prevazute cu cauciucuri si protectie in vederea evitarii oricarei daune peretilor si podelelor. Utilizarea carucioarelor de cumparaturi in alte scopuri decat cel de destinatie, este interzisa.

Oricarui furnizor care utilizeaza alte modalitati de acces sau de parcare decat cele mentionate de prezentul Regulament sau mentionate in plus de catre Administratorul Centrului Comercial, sau care nu respecta orarul aferent livrarilor, i se poate interzice accesul in vederea incarcarii si/sau a descarcarii de marfa in Centrul Comercial.

### **ARTICOLUL 3 - UTILIZAREA SPATIILOR SI PARTILOR COMUNE**

#### **3.1. Utilizarea Spatiilor si Partilor Comune**

Spatiile si Partile Comune sunt destinate a fi utilizate in comun de catre Chiriasi, operatori si clienti ai Centrului Comercial.

Administratorul Centrului Comercial va fi responsabil pentru curatenia, intretinerea si repararea Spatiilor si Partilor Comune. Fiecare Chirias va fi autorizat sa utilizeze Spatiile si Partile Comune in conformitate cu scopul

limitations stipulated by these Regulations. The Tenants remain liable for any damage caused by them and their Authorised Persons or from any damage arising from unlawful use of the Common Areas and Parts.

Tenants shall not do anything as a result of which the Common Areas and Parts over which Tenants have rights of access or use may be damaged, or their fair use by others may be obstructed in any way.

The Landlord shall not be liable for any limitation of access to the Commercial Centre, Common Areas and Parts.

Customers and employees are strictly forbidden to sit on the sill of the external facade.

Customers and employees are forbidden to sit in the perimeter of the facade in the delivery area for eating/drinking/smoking or for any other purposes.

### **3.2. Common Areas and Parts Open to Public**

Tenants are not authorised to store any goods, materials or equipment, even during the fitting out works of the Leased Premises, nor display or sell goods or services in the Common Areas and Parts, especially in the car park, pedestrian ways and areas, sidewalks, access roads and emergency exits. The Centre Manager has the right to remove, without prior notice, any goods stored even partially in the Common Areas and Parts, at the costs and responsibility of the defaulting Tenant, if such goods have not been removed at the Centre Manager's request, provided that the defaulting Tenants do not have the right to claim the restoring of any such removed goods or materials. Furthermore, the Centre Manager may apply penalties to the Tenant at fault. This rule shall be applicable, without any restriction, throughout the term of the Lease Agreement and during performance of any fit out works of each and all Leased Premises, except for the areas specially designated for storage by the Landlord/Centre Manager.

acestora si va respecta conditiile si limitarile prevazute in prezentul Regulament. Chiriasii vor fi raspunzatori pentru orice paguba cauzata de catre ei insisi precum si de catre Persoanele Autorizate ale acestora sau pentru orice daune cauzate de utilizarea necorespunzatoare a Spatiilor si Partilor Comune.

Chiriasii nu vor intreprinde nimic de natura a produce pagube sau a impiedica utilizarea legitima de catre alte persoane a Spatiilor si Partilor Comune asupra carora au un drept de folosinta.

Proprietarul nu va fi tinut raspunzator pentru nicio limitare a accesului in Centrul Comercial, Spatiile si Partile Comune.

Este strict interzisa asezarea clientilor si a angajatilor pe pervazul fatadei exterioare.

Este interzisa asezarea clientilor si a angajatilor in perimetrul fatadei din zona de primire marfa pentru consumare alimente/ bauturi/ fumat sau in orice alte scopuri.

### **3.2. Spatiile si Partile Comune Deschise Publicului**

Chiriasii nu sunt autorizati sa depoziteze niciun fel de bunuri, materiale sau echipamente, inclusiv pe perioada lucrarilor de amenajare a Spatiilor Inchiriate, si nici nu vor prezenta sau vinde bunuri sau servicii in Spatiile si Partile Comune, in mod special in parcare, in spatiile destinate pietonilor, pe trotuare, pe drumurile de acces si iesirile de urgenta. Administratorul Centrului Comercial are dreptul de a inlatura, fara notificare prelabila, orice fel de bunuri depozitate, chiar si partial, in Spatiile si Partile Comune, pe cheltuiala si responsabilitatea Chiriasului in culpa, in cazul in care aceste bunuri nu au fost inlaturate la cererea Administratorului Centrului Comercial, iar Chiriasii nu vor avea dreptul de a solicita readucerea acestor bunuri sau materiale care au fost inlaturate. In plus, Administratorul Centrului Comercial poate aplica sanctiuni Chiriasului in culpa. Aceasta prevedere va fi aplicabila, fara nicio restrictie, pe durata Contractului de Inchiriere si pe durata efectuarii oricaror lucrari de amenajare a fiecareia si a tuturor Spatiilor Inchiriate, cu exceptia suprafetelor destinate in

The Landlord/Centre Manager could allow temporary occupation of the Common Areas and Parts for the purpose of carrying out commercial activities, handicraft, advertising and publicity events or exhibits. Such temporary occupancy shall take place on the locations designated in advance by the Centre Manager.

The areas designated to pedestrian, the access roads of the Commercial Centre shall be considered as areas open to public. Such areas must comply with laws and regulations applicable to areas open to public, compliance that might be required by administrative authorities or any other governmental or local bodies. Also, health and safety regulations shall be applicable and visitors, customers, Tenants and Tenants' Authorised Persons shall not cause such nuisance (noise, smells, excessive or violent behaviour, etc.) that may cause disturbance or inconvenience to others, or interfere with the operation of the Commercial Centre.

The traffic of vehicles or devices of all kind, which are not allowed to drive or park in public areas or roads, is prohibited in the Common Areas and Parts.

Cycling, roller-skating, roller boarding, skateboarding, and traffic of powered vehicles of all kinds are strictly prohibited in the Common Areas and Parts.

Any person whose presence or behaviour is considered to be prejudicial to safety, reputation or interests of the Commercial Centre, and whose identity is known or not known to the Landlord or Tenants, may be prevented from entering into the Commercial Centre even if such person or persons have been authorised by a Tenant to enter the Commercial Centre.

Buskers, performers, bands and singers are not authorised within the boundaries of the Commercial Centre except in case of commercial promotions or events,

mod special pentru depozitarea de catre Proprietar/ Administratorul Centrului Comercial.

Proprietarul/ Administratorul Centrului Comercial poate permite ocuparea temporara a Spatiilor si Partilor Comune pentru scopul desfasurarii activitatilor comerciale, de artizanat, publicitare si evenimente sau expozitii publicitare. Asemenea ocupari de natura temporara vor avea loc pe spatiile desemnate in prealabil de catre Administratorul Centrului Comercial.

Suprafetele destinate pietonilor, drumurile de acces in Centrul Comercial vor fi considerate drept spatii deschise publicului. Asemenea spatii trebuie sa respecte legile si regulamentele aplicabile spatiilor deschise publicului, ce ar putea fi solicitate de catre autoritatile administrative sau de catre orice alte autoritati guvernamentale sau locale. De asemenea, reglementarile aplicabile in domeniul sanatatii si sigurantei vor fi aplicabile, iar vizitatorii, clientii, Chiriasii si Persoanele Autorizate ale Chiriasilor nu vor cauza neplaceri (zgomot, mirosuri, comportament excesiv sau violent etc.) ce ar putea tulbura sau cauza neplaceri altor persoane, sau vor interfera cu functionarea Centrului Comercial.

Traficul vehiculelor sau mijloacelor de transport de orice fel, carora nu le este permis sa ruleze sau sa parcheze pe drumurile si zonele publice, este interzis de asemenea in cadrul Spatiilor si Partilor Comune.

Ciclismul, patinajul pe rotile, roller boarding, skateboarding si traficul vehiculelor motorizate de toate tipurile sunt strict interzise in Spatiile si Partile Comune.

Oricarei persoane a carei prezenta sau conduita este considerata a dauna sigurantei, reputatiei sau intereselor Centrului Comercial, si a carei identitate este sau nu cunoscuta Proprietarului sau Chiriasilor, i se poate interzice accesul in Centrul Comercial, chiar daca respectiva persoana sau respectivele persoane au fost autorizate sa intre in incinta Centrului Comercial de catre Chirias.

Actorii ambulanti, interpretii, trupele de muzica si cantaretii nu sunt autorizati sa desfasoare activitati in cadrul Centrului Comercial, cu exceptia promotiilor sau a evenimentelor comerciale, cu conditia obtinerii aprobarii scrise prealabile

subject to prior written consent of the Centre Manager, or in case of events managed by the Centre Manager as Marketing activities.

The Common Areas and Parts are not dedicated to exclusive/private use for the benefit of a Tenant, not even on a temporary basis, except for some Leased Premises provided with terraces dedicated to exclusive/private use for the benefit of the Tenant of the relevant Lease Premises, or in case of a lease agreement with the Commercial Centre's Landlord.

### **3.3. Dogs and Other Pets**

For reasons of health and safety, dogs and other animals are not allowed in the Commercial Centre and/or in the Leased Premises, except for the Leased Premises having as their range of activity the sale of animals (pets) and the provision of services for animals (pets) (such as pet shops) and except for dogs used for leading blind persons or watchdogs belonging to security service.

### **3.4. Safety**

The Centre Manager and the Landlord shall decide on the methods and resources required to assure the safety and security of the Commercial Centre. The designated safety and security services shall be entrusted with the duty of ensuring that the requirements and instructions of these Regulations are complied with and shall provide for the security and safety of the Commercial Centre.

The exit doors of the Leased Premises shall never be closed as long as customers and staff are still present.

Access to the Commercial Centre after the closing hours shall be allowed to Tenant and/or Authorised Persons, subject to approval by the Centre Manager and proper control of the security services.

a Administratorului Centrului Comercial sau in cazul evenimentelor organizate de catre Administratorul Centrului Comercial drept activitati de Marketing.

Spatiile si Partile Comune nu sunt destinate utilizarii exclusive/ private de catre un Chirias, nici macar in mod temporar, cu exceptia anumitor Spatii Inchiriate prevazute cu terase destinate utilizarii exclusive/ private de catre Chiriasul Spatiului Inchiriat respectiv sau in cazul unui contract de inchiriere incheiat cu Proprietarul Centrului Comercial.

### **3.3. Caini si alte animale**

Din motive de sanatate si siguranta, cainilor si altor animale nu le este permis accesul in Centrul Comercial si/sau in Spatiile Inchiriate, cu exceptia cazului Spatiilor Inchiriate avand ca activitati vanzarea animalelor (animale de casa) si prestarea de servicii pentru animale (animale de casa) (precum magazine de animale) si cu exceptia cainilor folositi pentru ajutorarea persoanelor nevezatoare sau cainilor de paza folositi de serviciile de securitate.

### **3.4. Siguranta**

Administratorul Centrului Comercial si Proprietarul vor decide asupra metodelor si resurselor necesare in vederea asigurarii sigurantei si securitatii Centrului Comercial. Serviciile carora le vor fi incredintate siguranta si securitatea, se vor asigura cu privire la respectarea reglementarilor si instructiunilor aferente prezentului Regulament si vor asigura securitatea si siguranta Centrului Comercial.

Usile de iesire aferente Spatiilor Inchiriate nu vor fi niciodata inchise atata timp cat clientii si personalul se afla inca in respectivele Spatii Inchiriate.

Accesul in Centrul Comercial dupa orele de inchidere va fi permis Chiriasului si/sau Persoanelor Autorizate, cu conditia aprobarii Administratorului Centrului Comercial si a efectuarii controlului corespunzator de catre serviciile de securitate.

The Tenants shall submit for approval to the Centre Manager the timetable set for the access of any person in the Leased Premises outside of the Opening Hours.

The Tenants shall give to the Centre Manager the names and references of the persons, including employees of the Tenant who work in the Commercial Centre, whom the Tenants authorise to enter in their respective Leased Premises and in the Commercial Centre on a permanent basis, to enable controlled access by badges, electronic cards or all other appropriate means.

For any person that may occasionally enter in the Leased Premises after the closing hours, Tenants shall give at least 24 hours notice to the Centre Manager, so as to enable the Centre Manager to set up a temporary access permit (see *Schedule: Access Permit Form*).

The means of controlling access to the Commercial Centre after the closing hours shall be at the Centre Manager's discretion. After the closing hours the Centre Manager shall be empowered to prohibit the entry of any person who is not identifiable as Authorised Person to enter the Leased Premises.

Tenants and their Authorised Persons are forbidden to enter technical Common Areas and Parts such as roofs, tanks, etc. without written approval from the Centre Manager and unaccompanied by a technician authorised for the Commercial Centre.

Public access to the technical areas is forbidden.

The Landlord/Centre Manager will not be held liable in any way for and/or as a result of the access onto the Leased Premises of Tenants' Authorised Persons.

The Centre Manager shall keep in a special locked safety cupboard a duplicate of the Tenants' keys to the Leased Premises, to be used in case of emergency, where

Chiriasii vor prezenta Administratorului Centrului Comercial spre aprobare orarul referitor la accesul oricarei persoane in Spatii Inchiriate in afara Orarului de Functionare.

Chiriasii vor acorda Administratorului Centrului Comercial numele si datele de identificare ale persoanelor, inclusiv angajatilor care lucreaza pentru Chiriasi in cadrul Centrului Comercial, pe care Chiriasii le autorizeaza sa intre in respectivele Spatii Inchiriate si in Centrul Comercial in mod permanent, in vederea asigurarii accesului in mod controlat prin intermediul ecusoanelor, cardurilor electronice sau oricaror alte modalitati similare.

Pentru orice persoana care ar putea intra in mod ocazional in Spatiile Inchiriate dupa orele de inchidere, Chiriasii vor furniza o notificare prealabila de cel putin 24 (douazecisipatru) de ore catre Administratorul Centrului Comercial, astfel incat sa permita acestuia sa infiinteze un permis de acces temporar (a se vedea *Anexa: Model permis acces*).

Modalitatile de asigurare a controlului in Centrul Comercial dupa orele de inchidere vor fi lasate la alegerea Administratorului Centrului Comercial. Dupa orele de inchidere, Administratorul Centrului Comercial va avea dreptul sa interzica intrarea in Spatiile Inchiriate a oricarei persoane care nu este identificata drept Persoana Autorizata.

Chiriasilor si Persoanelor Autorizate ale acestora le este interzis sa intre in Spatiile si Partile Comune tehnice sau in zonele tehnice, precum acoperisuri, bazine etc., fara aprobare scrisa de la Administratorul Centrului Comercial si neinsotit de un tehnician autorizat pentru Centrul Comercial.

Accesul publicului la spatiile tehnice este interzis.

Proprietarul/ Administratorul Centrului Comercial nu va fi tinut raspunzator in niciun fel pentru si/sau drept consecinta a accesului in Spatiile Inchiriate de catre Persoanele Autorizate ale Chiriasilor.

Administratorul Centrului Comercial va tine intr-un dulap special inchis o copie de pe cheile Chiriasilor, care vor fi utilizate in caz de urgenta, acolo unde nu este

the Building's Masterkey system is not used. The Tenants shall keep the Centre Manager informed on any changes of locks and in case of any changes the Tenants shall give to the Centre Manager a twin set of the new keys. The use and the safe keeping of the Tenants' duplicate keys is the sole responsibility of the Centre Manager. No other locking systems shall be installed by Tenants without Landlord's/Centre Manager's prior written consent. Tenants shall provide Landlord/Centre Manager with all access and disabling codes for all alarm and access systems protecting the Leased Premises. In the event that the set of keys intended for the Tenants is lost and/or damaged, the cost for the new set of keys shall be fully recharged to the Tenant. When leaving the Leased Premises and anytime outside the Opening Hours Tenants must secure/lock their Leased Premises.

### **3.5. Market Research and Questionnaires -Photos - Leaflets- Advertisement.**

the Commercial Centre is private property open to public. Consequently, market research and questionnaires (with the exception of those performed in the interest of the Commercial Centre and authorised by the Centre Manager), photographs and sound recordings, distribution of any documents are forbidden in the Common Areas and Parts, except if such activities are expressly approved by the Centre Manager. Events or gatherings of political or religious nature are forbidden, including in the Leased Premises.

Any person failing to comply with the above shall be expelled from the Commercial Centre.

Unauthorised posters or displays are officially forbidden and any unauthorised poster sticking or hanging, display or advertising carried out in the Common Areas and Parts shall be immediately stopped and any existing unauthorised poster, display or advertisement shall be removed by the Centre Manager at the perpetrator's/perpetrators' expense.

utilizat sistemul Masterkey al Cladirii. Chiriasii vor informa Administratorul Centrului Comercial in legatura cu orice schimbari ale incuietorilor, iar in cazul oricaror schimbari ale acestora, Chiriasii vor furniza Administratorului Centrului Comercial un set din noile chei. Utilizarea si pastrarea in siguranta a duplicatelor cheilor Chiriasilor este responsabilitatea exclusiva a Administratorului Centrului Comercial. Chiriasii nu vor instala niciun alt sistem de inchidere fara acordul prealabil scris al Proprietarului/ Administratorului Centrului Comercial. Chiriasii vor asigura Proprietarului/ Administratorului Centrului Comercial toate codurile privind accesul si dezactivarea codurilor pentru toate alarmele si sistemele de acces care protejeaza Spatiile Inchiriate. In situatia in care setul de chei destinat Chiriasilor se pierde si/sau deterioreaza, costul noului set va fi refacturat integral Chiriasului. La parasirea Spatiilor Inchiriate si, oricand in afara Orarului de Functionare, Chiriasii au obligatia securizarii/ inchiderii Spatiilor Inchiriate.

### **3.5. Analiza pietei si chestionare - Fotografii - Anunturi - Publicitate.**

Centrul Comercial reprezinta o proprietate privata deschisa publicului. In consecinta, cercetarea de piata si chestionarele (cu exceptia celor realizate in interesul Centrului Comercial si autorizate de catre Administratorul Centrului Comercial), fotografierea si inregistrarea de sunete, precum si distribuirea oricaror documente sunt interzise in cadrul Spatiilor si Partilor Comune, cu exceptia cazului in care asemenea activitati sunt aprobate in mod expres de catre Administratorul Centrului Comercial. Evenimentele sau adunarile de natura politica sau religioasa sunt interzise, inclusiv in cadrul Spatiilor Inchiriate.

Orice persoana care nu respecta prevederile mentionate mai sus va fi exclusa din cadrul Centrului Comercial.

Sunt interzise afisele sau imaginile neautorizate, iar orice afis lipit sau afisat in orice alt mod care nu este autorizat, orice imagine sau publicitate desfasurata in cadrul Spatiilor si Partilor Comune va fi oprita imediat, si orice afis, imagine sau reclama neautorizata va fi retrasa de catre Administratorul Centrului Comercial pe cheltuiala celui/celor care nu a/au respectat prevederile de mai sus.

Any activities such as: sale, collections, commercial events or distribution of leaflets, brochures or any other promotional materials (even if distributed free-of-charge) carried on in the Common Areas and Parts, without the Centre Manager's prior written consent, are prohibited.

The Landlord shall ensure, through the Centre Manager or via a qualified advertising/marketing agency, all advertising and marketing activities related to the opening of the Commercial Centre as well as further operation thereof. In addition to marketing activities, the Landlord and/or the Centre Manager may authorize the placement of billboards and other advertising boards in Common Areas and Parts.

Temporary sale of goods or commercial and promotional events organized by the Tenants in the Common Areas and Parts are prohibited, except with the Centre Manager's/Landlord's prior written consent. Such consent could be conditioned to payment of rents, charges or occupancy fees and could be given for certain limited period of time and/or for selling of certain goods or provision of certain services.

### 3.6. External Appearance of Leased Premises

Any alteration, modification or improvement made by the Tenants to their respective Leased Premises, that could affect the external appearance of the Leased Premises, shall require the Landlord's prior written consent. The Landlord, according to the applicable planning rules and practice, shall establish the number, location and size of the external sign for the Leased Premises. The Landlord may restrict, at its own discretion, such signs to brand names, Leased Premises and/or Tenants.

Without limitation to the generality of the foregoing, Tenants are not allowed:

- (i) to use any posters, advertising banners and billboards or any other inscriptions exhibit in the Leased Premises' windows or

Orice fel de activitati precum: vanzarea, colectionarea, evenimente comerciale sau distributia de afise, brosure sau orice alte materiale promotionale (chiar daca sunt distribuite in mod gratuit) care sunt desfasurate in cadrul Spatiilor si Partilor Comune, este interzisa fara acordul prelabil scris al Administratorului Centrului Comercial.

Proprietarul va asigura prin intermediul Administratorului Centrului Comercial sau prin intermediul unei agentii calificate de publicitate/ marketing, toate activitatile de publicitate si marketing in legatura cu deschiderea Centrului Comercial, precum si cu desfasurarea in continuare a activitatii acestuia. In plus fata de activitatile de marketing, Proprietarul si/sau Administratorul Centrului Comercial pot autoriza amplasarea panourilor publicitare in cadrul Spatiilor si Partilor Comune.

Este interzisa vanzarea temporara de bunuri sau organizarea de evenimente comerciale sau promotionale de catre Chiriasi in cadrul Spatiilor si Partilor Comune, cu exceptia cazului in care beneficiaza de acordul scris al Administratorului Centrului Comercial/ Proprietarului. Acest acord poate fi conditionat de plata chiriilor, cheltuielilor sau a taxelor de ocupare si poate fi acordat pentru o perioada limitata de timp si/sau pentru vanzarea anumitor bunuri sau furnizarea anumitor servicii.

### 3.6. Aspectul exterior al Spatiilor Inchiriate

Orice alterare, modificare sau imbunatatire realizata de catre Chiriasi efectuata asupra respectivelor Spatii Inchiriate, care ar putea afecta aspectul exterior al Spatiilor Inchiriate, va fi supusa aprobarii prelabile scrise a Proprietarului. Proprietarul, in conformitate cu practica si reglementarile aplicabile in materie, va stabili numarul, locatia si suprafata semnelor exterioare aferente Spatiilor Inchiriate. Proprietarul poate limita astfel de semne la nume comerciale, denumirea Spatiilor Inchiriate si/sau a Chiriasilor.

Fara a limita formularea generala de mai sus, Chiriasilor le este interzis:

- (i) sa utilizeze afise, bannere si panouri publicitare sau orice alte inscriptionari situate pe ferestrele Spatiilor Inchiriate sau pe

on the façade of the Leased Premises without taking into account the external appearance of the Commercial Centre or the building authorisations/permits. Any installation in front of the Leased Premises' windows or facades shall be considered as occupancy of Common Areas and Parts and shall be allowed subject to the Landlord's and/or the Centre Manager's prior written consent. Such consent may be revoked at any time, unless granted for a specific period.

- (ii) to install any sign or signage without the prior written consent of the Landlord in order to ensure the aesthetic design of such signs and signage and that has to correspond, in terms of nature, size and/or location, to the general aesthetic design of the Commercial Centre, as well as in accordance with the object of the Lease Agreement. Landlord's refusal shall not entitle the Tenants to claim any indemnification for any damage whatsoever. In exchange for granting the right to install and to maintain such signs and/signage the Landlord may charge rents or signs fees to the Tenants.

In connection with the Commercial Centre:

- (i) The Tenants shall not exhibit any posters, advertising banners and billboards or any other inscriptions in the windows or on the façade of the Commercial Centre without the Landlord's prior written consent. Such consent may be revoked, at any time, unless granted for a specific period.
- (ii) The Tenants shall obtain the Landlord's prior written consent for all signs and signage to be installed in the Commercial

fatada Spatiilor Inchiriate, fara a analiza impactul acestora asupra aspectului exterior al Centrului Comercial sau asupra autorizatiilor si licentelor aferente cladirii. Orice fel de instalatie localizata in fata ferestrelor ori a fatadelor Spatiilor Inchiriate va fi considerata ca reprezentand un element de ocupare a Spatiilor si Partilor Comune si va fi permisa numai cu acordul prealabil scris al Proprietarului si/sau al Administratorului Centrului Comercial. Acest acord poate fi revocat in orice moment, cu exceptia cazului in care este acordat pentru o anumita perioada de timp prevazuta in mod expres.

- (ii) sa instaleze orice fel de semn sau simbol fara acordul prealabil scris al Proprietarului, in vederea asigurarii aspectului estetic corespunzator al acestora si in vederea asigurarii unei concordante in materie de aspect, marime si/sau localizare cu aspectul estetic general al Centrului Comercial, precum si in concordanta cu obiectul Contractului de Inchiriere. Refuzul Proprietarului in acest sens nu va indreptati Chiriasii sa solicite despagubiri pentru orice fel de daune. In schimbul acordului de a instala si de a mentine asemenea semne si/sau simboluri, Proprietarul poate solicita Chiriasilor chirii sau taxe suplimentare.

In legatura cu Centrul Comercial:

- (i) Chiriasii nu vor afisa niciun fel de afise, bannere si panouri publicitare sau orice fel de alte inscriptii de orice natura pe ferestrele sau pe fatada Centrului Comercial, fara a avea acordul prealabil scris al Proprietarului. Acest acord poate fi revocat in orice moment, cu exceptia cazului in care a fost acordat pentru a anumita perioada determinata de timp.
- (iii) Chiriasii vor obtine acordul prealabil scris al Proprietarului pentru orice fel de semne si simboluri pe care doresc sa le

Centre or which are visible from the outside of the Commercial Centre, in order to ensure the aesthetic design of such signs or signage, that has to correspond, in terms of nature, size and/or location, to the general aesthetic design of the Commercial Centre. Landlord's refusal shall not entitle the Tenants to claim any indemnification for any damage whatsoever. In exchange for granting the right to install and to maintain such signs and/signage the Landlord may charge rents or signs fees to the Tenants.

### **3.7. Hawking and Begging**

Hawkers, casual vendors, beggars and vagrants shall not be tolerated to enter/stay in the Commercial Centre and shall be systematically expelled by the security services.

### **3.8. Waste Removal**

All waste resulting from commercial activity will be collected, stored and disposed of in a selective space (household, paper / cardboard, glass, plastic, metal, wood, glass) according to the instructions of the Centre Manager.

Each of the tenants will deposit their own waste within the spaces designated specifically for this purpose by the Centre Manager. Waste disposal will take place in spaces that comply with the applicable legal regulations in this area.

Immediately after closing the stores, the Tenants will dispose the waste only selectively collected, in the places specially indicated for this purpose:

- In general, waste paper / cardboard will be stored in the area allocated to the paper / cardboard compactor container. When this does not exist, the waste of this type will be stored in the places specially arranged and indicated by the Centre Manager. Cardboard boxes and bulky waste will be folded before being stored or compacted.

instaleze in interiorul Centrului Comercial sau care sunt vizibile din exteriorul Centrului Comercial, in vederea asigurarii aspectului estetic corespunzator al acestor semne sau simboluri, care trebuie sa fie in concordanta in materie de aspect, marime si/sau localizare cu aspectul estetic general al Centrului Comercial. Refuzul Proprietarului in acest sens nu va indreptati Chiriasii sa solicite despagubiri pentru orice fel de daune. In schimbul acordului de a instala si de a mentine asemenea semne si/sau simboluri, Proprietarul poate solicita Chiriasilor chirii sau taxe suplimentare.

### **3.7. Comerțul ambulant și cersetoria**

Comerciantii ambulanti, vanzatorii ocazionali, cersetorii si vagabonzii nu vor fi acceptati sa intre/ permisi in cadrul Centrului Comercial si vor fi exclusi in mod sistematic de catre serviciile de securitate.

### **3.8. Managementul Deseurilor**

Toate deseurile rezultate din activitatea comerciala vor fi colectate, depozitate si evacuate din spatiu in mod selectiv (menajer, hartie/carton, sticla, plastic, metal, lemn, sticla) conform indicatiilor Administratorului Centrului Comercial.

Fiecare dintre Chiriasi va depozita propriile deseuri in cadrul spatiilor desemnate in mod special in acest sens de catre Administratorului Centrului Comercial. Eliminarea deseurilor va avea loc in spatii care sa corespunda reglementarilor legale aplicabile in materie.

Imediat dupa inchiderea magazinelor, Chiriasii vor transporta deseurile doar colectate selectiv, in locurile special indicate in acest sens:

- In general, deseurile de hartie/carton se vor depozita in zona alocata containerului compactor de hartie/carton. Cand acesta nu exista, deseurile de acest tip se vor depozita in locurile special amenajate si indicate de catre Administratorul Centrului Comercial. Cutiile de carton si deseurile voluminoase vor fi pliate inainte de a fi depozitate sau compactate.

- The household waste will be stored in the bins located next to the compactor container of household waste, or as directed by the Centre Manager.

- The waste of wood, glass, plastic, metal will be stored individually, by type of waste, in the places indicated for this purpose by the Centre Manager.

- Wet waste and dry food will be stored in sealed bags and will be stored in spaces specially indicated for this purpose by the Centre Manager.

It is expressly forbidden to burn waste inside or on the grounds of the Shopping Center.

The operation of waste presses by unauthorized personnel is forbidden. Any accident will be charged to the unauthorized person.

Each Tenant is responsible for training his / her staff / collaborators on these rules.

The elimination from the Leased Premises of any waste of special nature (bulky wood boards, bulky boxes made of various materials, containers, furniture, waste resulting from construction work, scaffolding, metals, rubble, etc.) will be carried out following the consultation with the Centre Manager, the latter can make the decision not to accept their storage in the waste area. In case the waste of a special nature cannot be taken over by the Centre Manager, disposal will be the responsibility of each Tenant, at his own expense. It is forbidden to store the abovementioned waste within the Common Areas, or within the spaces for the storage and / or processing of the usual waste, without the consent of the Centre Manager. The Centre Manager will eliminate such waste at the expense and responsibility of the Tenant who is at fault. In addition, Tenants who are at fault will be automatically sanctioned in accordance with the provisions of this Regulation and of the relevant Lease Agreements.

- Gunoiul menajer se va depozita in pubele amplasate langa containerul compactor de deseuri menajere, sau conform indicatiilor Administratorului Centrului Comercial.

- Deseurile de lemn, sticla, plastic, metal vor fi depozitate individual, pe tip de deseuri, in locurile indicate in acest sens de catre Administratorul Centrului Comercial.

- Deseurile ude si mancarea uscata vor fi depozitate in pungi sigilate si vor fi depozitate in spatii special indicate in acest sens de catre Administratorul Centrului Comercial.

Este interzisa in mod expres arderea deseurilor in interiorul sau pe terenul aferent Centrului Comercial.

Este interzisa operarea preselor de deseuri de catre personal neautorizat. Orice accident va fi imputat persoanei neautorizate.

Fiecare Locatar este responsabil sa-si instruiasca personalul/colaboratorii cu privire la prezentele reguli.

Eliminarea din cadrul Spatiilor Inchiriate a oricarui deseuri de natura speciala (placi de lemn voluminoase, cutii voluminoase din diverse materiale, containere, mobila, deseuri rezultate in urma lucrarilor de constructii, schele, metale, moloz, etc.) va fi efectuata in urma consultarii cu Administratorul Centrului Comercial, acesta putand lua decizia de a nu accepta depozitarea acestora in zona de deseuri. In cazul in care deseurile de natura speciala nu pot fi preluate de catre Administratorul Centrului Comercial, evacuarea acestora va intra in responsabilitatea fiecarui Chirias, pe cheltuiala sa proprie. Este interzisa depozitarea deseurilor mentionate mai sus in cadrul Spatiilor si Partilor Comune, sau in cadrul spatiilor pentru depozitarea si/sau procesarea deseurilor obisnuite, fara acordul Administratorului Centrului Comercial. Administratorul Centrului Comercial va elimina asemenea deseuri pe cheltuiala si pe responsabilitatea Chiriasului care se afla in culpa. In plus, Chiriasii care sunt in culpa vor fi sanctionati in mod automat in conformitate cu prevederile prezentului Regulament si a Contractelor de Inchiriere relevante.

No toxic waste or waste susceptible of health hazard or contamination shall be authorised or stored in the Commercial Centre and/or in the Leased Premises, the Centre Manager shall forthwith take such measures for removal or destruction of this kind of waste, as required by law or by safety procedures. Such removal and/or destruction shall be carried out at the defaulting Tenant's costs and responsibility; in addition, such defaulting Tenants shall be automatically sanctioned according to the provisions of these Regulations and of the relevant Lease Agreements.

The use of shopping trolleys (Caddies) for the transportation of rubbish or waste removal is strictly forbidden. The use of the the Commercial Centre for the transportation of waste removal is allowed only outside the Opening Hours and only for the Leased Premises not provided with an external access door.

Furthermore, trolleys for conveyance of rubbish or waste removal through the Commercial Centre shall be fitted with tyres and protection to avoid any damage to the walls and floors and for preserving the quality and appearance of coverings of the floors and walls.

### **3.9. Temporary Closure**

When necessary (in cases such as disturbance, fighting, overcrowding, etc.) the temporary closure of the Commercial Centre and/or a part of it may be decided and applied, provided that the Landlord/Centre Manager shall have the responsibility to keep the Tenants informed on such decisions so as to enable them to take all measures that may be necessary in the interest of the Commercial Centre.

Also, the Landlord/Centre Manager may temporarily close all or part of the Common Areas and Parts in order to carry out such works as necessary for repairs, renewal, replacement, maintenance, reinstatement or extension of the Commercial Centre, provided that the Landlord/Centre Manager shall serve a prior notice (except in case of emergency) to the affected Tenant(s).

Deseurile toxice sau deseurile susceptibile de a afecta sanatatea sau de a produce contaminarea nu vor fi autorizate sau depozitate in cadrul Centrului Comercial si/sau in cadrul Spatiilor Inchiriate, Administratorul Centrului Comercial luand masurile necesare in vederea eliminarii sau distrugerii deseurilor respective, in conformitate cu prevederile legale sau de siguranta aplicabile. Aceasta eliminare si/sau distrugere va avea loc pe cheltuiala si responsabilitatea Chiriasului in culpa; in plus, Chiriasii in culpa vor fi sanctionati automat in conformitate cu prevederile prezentului Regulament si a Contractelor de Inchiriere relevante.

Este strict interzisa utilizarea carucioarelor de cumparaturi (carucioare) in vederea transportarii deseurilor. Utilizarea incintei Centrului Comercial in vederea transportarii deseurilor este permisa numai in afara Orarului de Functionare si doar in cazul Spatiilor Inchiriate care nu sunt prevazute cu usa de acces spre exterior.

In plus, carucioarele pentru transportul deseurilor prin interiorul Centrului Comercial sau a Spatiilor si Partilor Comune vor fi dotate cu cauciucuri si elemente de protectie in vederea evitarii oricarei distrugerii aduse peretilor si podelelor, si in scopul mentinerii calitatii si aspectului exterior al acestora.

### **3.9. Inchidere temporara**

In cazul in care este necesar (in caz de perturbare a activitatii, incaierari, aglomeratie, etc.) se poate decide si aplica inchiderea temporara a Centrului Comercial sau a unei parti din acesta, cu conditia ca Proprietarul/ Administratorul Centrului Comercial sa asigure informarea Chiriasilor in legatura cu asemenea decizii, astfel incat sa permita acestora sa ia toate masurile care ar putea fi necesare pentru protejarea interesului Centrului Comercial.

De asemenea, Proprietarul/ Administratorul Centrului Comercial poate inchide temporar Spatiile si Partile Comune, in intregime sau partial, in vederea efectuarii lucrarilor necesare pentru repararea, reinnoirea, inlocuirea, intretinerea, reorganizarea sau extinderea Centrului Comercial, cu conditia ca Proprietarul/ Administratorul Centrului Comercial sa notifice Chiriasul(i) in prealabil (cu exceptia cazurilor de urgenta).

### **3.10. Smoking**

Due to the fact that the Commercial Centre is open to public, the Common Areas and Parts are no-smoking areas. The Retailers of the the Commercial Centre shall ensure that their Authorised Persons and customers observe the special regulations imposed to such no-smoking areas. The applicable regulations regarding smoking in public areas shall be observed and implemented in accordance with the legal provisions in force, namely in accordance with the provisions of Law no. 349/2002 as amended by Law 15/2016.

### **3.11. Cleaning of Common Parts and Areas in the areas adjacent to the Leased Premises where fit-out works are performed**

During the fit-out works in the Leased Premises, Tenants must keep the Common Parts and Areas in a clean condition.

In the event that the surfaces of the Common Parts and Areas are affected by these fit-outs, the Tenant shall immediately remedy such situation. At the same time, the security agents in the Commercial Centre shall warn the construction teams about the immediate cleaning in the Common Parts and Areas. In case of failure to comply with such obligation, the security agents are authorised by the Centre Manager to order the cessation of works and evacuation of construction team from the Commercial Centre.

Tenants are liable for any damages caused to Common Parts and Areas during the performance of fit-out works to the Leased Premises. Tenants shall bear the full cost of any remedy performed within the Common Parts and Areas in this regard. All the waste resulting from the fit-out activity will be collected, stored and discharged from the space selectively (household, paper / cardboard, glass, plastic, metal, aluminum, wood, glass) according to the instructions of the Lessor, or his representatives.

## **ARTICLE 4 - CAR PARKING SPACES**

The Commercial Centre parking lot is designed for use by customers.

### **3.10. Fumatul**

Datorita faptului ca Centrul Comercial este deschis publicului, Spatiile si Partile Comune sunt zone in care fumatul este interzis. Vanzatorii din Centrul Comercial se vor asigura ca Persoanele Autorizate si clientii acestora respecta reglementarile speciale impuse in legatura cu asemenea zone in care fumatul este interzis. Reglementarile aplicabile in legatura cu fumatul in zone publice vor fi respectate si implementate in conformitate cu prevederile legale in vigoare, respectiv in conformitate cu prevederile Legii nr. 349/2002, astfel cum a fost modificata prin Legea 15/2016.

### **3.11. Curatenia Spatiilor si Partilor Comune in zonele adiacente Spatiilor Inchiriate in care se efectueaza lucrari de amenajare**

Chiriasii sunt obligati sa mentina curatenia Spatiilor si Partilor Comune pe perioada desfasurarii lucrarilor de amenajare din Spatiile Inchiriate.

In cazul in care suprafetele Spatiilor si Partilor Comune sunt afectate de aceste amenajari, Chiriasul va remedia situatia de indata. In acelasi timp agentii de securitate din Centrul Comercial vor atentiona echipele de constructii despre efectuarea imediata a curateniei in Spatiile si Partile Comune. In caz de neconformare, agentii de securitate sunt imputerniciti de catre Administratorul Centrului Comercial sa dispuna incetarea lucrarilor si evacuarea echipei de constructii din incinta Centrului Comercial.

Chiriasii sunt raspunzatori pentru orice daune cauzate Spatiilor si Partilor Comune pe perioada desfasurarii lucrarilor de amenajare din Spatiile Inchiriate. In acest sens dar fara limitare, vor suporta costul integral al oricarei remedieri efectuata in cadrul Spatiilor si Partilor Comune in acest sens. Toate deseurile rezultate din activitatea de fit-out vor fi colectate, depozitate si evacuate din spatiu in mod selectiv (menajer, hartie/carton, sticla, plastic, metal, aluminiu, lemn, sticla) conform indicatiilor Locatorului, sau a reprezentantilor acestuia.

## **ARTICOLUL 4 - LOCURILE DE PARCARE**

Parcarea aferenta Centrului Comercial este destinata utilizarii de catre clienti.

Employees are not allowed to park their cars in the parking lot intended for customers.

The Centre Manager may remove any vehicle that infringes the parking or traffic regulations according to the applicable legal provisions and applicable Parking Regulations or these Regulations, at the expense of Tenant or the infringing vehicle's driver. The same regulation shall be applied for any vehicle parked for a longer period of time than necessary for supply or loading of goods, as well as for unauthorized vehicles parked overnight (after 24:00).

Long term parking in the parking areas is prohibited, the Centre Manager may remove any vehicle unauthorised at contravener's costs.

In both the above mentioned cases, the Centre Manager shall act with the due care and diligence in order not to generate prejudices to the respective vehicles.

Caravan's parking, camping, picnicking, sports and cultural activities, motor cars race or testing and pattern exhibitions or contests are strictly prohibited in the parking areas and Common Areas and Parts.

Speed and traffic are limited and strictly controlled inside the Commercial Centre parking lot. The Tenants and their Authorised Persons shall be an example to their customers and shall watch over the observance of the limitations, restrictions and recommendations in force.

It is strictly forbidden to park motor vehicles/vehicles outside the limits of the specially arranged parking places.

## **ARTICLE 5 - SHOPPING TROLLEYS**

### **5.1. Management and operation of shopping trolleys**

Este interzisa parcare autoturismelor angajatilor in parcare destinata clientilor.

Administratorul Centrului Comercial poate muta orice automobil care incalca reglementarile de parcare sau trafic, in conformitate cu prevederile legislatiei aplicabile si ale Regulamentului de Parcare aplicabil Centrului Comercial sau dupa cum reiese din prezentul Regulament, pe cheltuiala Chiriasului sau conducatorului automobilului care nu s-a conformat reglementarilor mentionate. Reglementari similare vor fi aplicabile in legatura cu orice automobil care este parcat pentru o perioada de timp mai mare decat este necesar in vederea livrarii sau incarcarii de bunuri, precum si pentru orice fel de autovehicule neautorizate care sunt parcate pe timpul noptii (dupa ora 24:00).

Este interzisa parcare pe o perioada de timp indelungata in cadrul zonelor de parcare, iar Administratorul Centrului Comercial poate reloca orice automobil neautorizat pe cheltuiala persoanei responsabile.

In ambele cazuri mentionate mai sus, Administratorul Centrului Comercial va actiona cu grija cuvenita si diligenta pentru a nu provoca prejudicii respectivelor autovehicule.

Parcarea rulotelor, campingul, picnicul, activitatile culturale si sportive, cursele sau testarea autovehiculelor si expozitiile sau concursurile sunt interzise in mod expres in incinta spatiilor de parcare si a Spatiilor si Partilor Comune adiacente.

Viteza si traficul sunt limitate si controlate in mod strict in incinta parcarii Centrului Comercial. Chiriasii si Persoanele Autorizate ale acestora vor reprezenta un exemplu pentru clientii lor si vor veghea asupra respectarii limitarilor, restrictiilor si recomandarilor in vigoare.

Este strict interzisa parcare autovehiculelor / vehiculelor in afara locurilor de parcare special amenajate.

## **ARTICOLUL 5- CARUCIOARELE DE CUMPARATURI**

### **5.1. Administrarea si operarea carucioarelor de cumparaturi**

Shopping trolleys (hereinafter the “**Caddies**”) belong to the Supermarket/Hypermarket and are made available to its customers in the Commercial Centre. It is strictly forbidden to use Caddies for delivery of goods or waste removal.

Tenants shall ensure that any trolley or basket belonging to them are stored only within their respective Leased Premises and are not left in the Common Areas and Parts and are regularly and frequently collected and returned to the Leased Premises and, in default, Centre Manager shall be entitled to recover and return any such trolleys and baskets and charge the cost attributable to such recovery to the defaulting Tenant. Tenants shall display in the Leased Premises visible notices requesting the return to the Leased Premises of trolleys and baskets removed by customers.

## **5.2. Caddies Shelters**

The Caddies Shelter shall be located in such parts of the Common Areas and Parts as specially designated for such purpose by the Centre Manager.

If necessary, Caddies shelters may be relocated either temporarily or definitively by Landlord’s/Centre Manager’s decision.

The Centre Manager can undertake the cleaning of these shelters and the removal of rubbish or waste, if any, even during the Opening Hours.

Carucioarele de cumparaturi (denumite in continuare „**Carucioare**”) apartin Supermarketului/ Hipermarketului si sunt puse la dispozitia clientilor acestuia in incinta Centrului Comercial. Este interzisa utilizarea Carucioarelor pentru livrarea de bunuri sau eliminarea deseurilor.

Chiriasii se vor asigura ca orice Carucior sau cos de cumparaturi care le apartine sunt depozitate numai in incinta respectivelor Spatii Inchiriate si ca nu sunt abandonate in cadrul suprafetelor aferente Spatiilor si Partilor Comune, precum si ca sunt colectate si returnate Spatiilor Inchiriate cu regularitate iar, in cazul in care aceste obligatii nu sunt respectate, Administratorul Centrului Comercial va fi indreptatit sa recupereze si sa returneze orice asemenea Carucioare si cosuri de cumparatori si sa solicite Chiriasului in culpa plata costurilor aferente acestei recuperari. Chiriasii vor afisa notificari vizibile in incinta Spatiilor Inchiriate, prin care sa solicite returnarea de catre clienti a Carucioarelor si a cosurilor de cumparatori.

## **5.2. Spatiile de depozitare a Carucioarelor**

Carucioarele vor fi depozitate in partile din cadrul Spatiilor si Partilor Comune care vor fi desemnate in mod special in acest scop de catre Administratorul Centrului Comercial.

In cazul in care este necesar, spatiile de depozitare a Carucioarelor pot fi temporar sau definitiv relocate prin decizia Proprietarului/ Administratorului Centrului Comercial.

Administratorul Centrului Comercial poate efectua curatenia acestor spatii si eliminarea deseurilor, daca este cazul, chiar si in timpul Orarului de Functionare.

## SECTION II

### USE OF LEASED PREMISES

#### ARTICLE 6 - GENERAL OBLIGATIONS

Tenants' activities in their Leased Premises and/or in the Commercial Centre shall be carried out as to not cause any damage, dispute, complaint or claim from any person whatsoever generally and particularly from other Tenants or Landlord. Consequently, the Tenants shall handle by themselves any complaint from any person whatsoever that concerns them or their activity.

Tenants must inform the Landlord immediately of any and all judicial actions taken against them and which could result in their respective insolvency/bankruptcy.

Each Lease Agreement shall specify the nature of the business activities authorised to be carried out in the Leased Premises. No modification, extension or alteration of such authorised business activities shall be allowed without the Landlord's prior written consent.

Tenants shall keep the Leased Premises properly equipped and provided with a stock of relevant goods that ensures the proper operation of Leased Premises. Tenants shall maintain the Leased Premises, access to the Leased Premises as well as the glazed surfaces thereof in a clean condition throughout the term of the Lease Agreement.

During the Opening Hours, the Leased Premises must be properly illuminated, heated, cooled and fanned, depending on the season. The Leased Premises' windows and externally visible signs must be permanently illuminated in accordance with the applicable regulations and with these Regulations.

Any sale of large proportions, clearance sale or sale of seasonal goods shall be subject to the prior written approval by the Landlord/Centre Manager, except for the common activities of the Tenants conducted with the approval of the Centre

## SECTIUNEA II

### UTILIZAREA SPATIILOR INCHIRIATE

#### ARTICOLUL 6 - OBLIGATII GENERALE

Activitatile desfasurate de catre Chiriasi in cadrul Spatiilor Inchiriate si/sau in cadrul Centrului Comercial vor fi desfasurate astfel incat sa nu cauzeze nicio dauna, disputa, plangere sau pretentie din partea niciunei persoane in general si in special din partea celorlalti Chiriasi sau a Proprietarului. In consecinta, Chiriasii vor rezolva ei insisi orice plangere din partea oricarei persoane, care ar putea interveni in legatura cu activitatea pe care o desfasoara.

Chiriasii au obligatia sa informeze imediat Proprietarul in legatura cu oricare si toate actiunile judiciare introduse impotriva lor care ar putea avea drept consecinta insolventa/ insolvabilitatea acestora.

Fiecare dintre Contractele de Inchiriere va mentiona natura activitatilor care vor fi autorizate sa fie desfasurate in cadrul Spatiilor Inchiriate. Nu va fi permisa nicio modificare, extindere sau amendare adusa activitatilor autorizate, fara acordul scris prealabil al Proprietarului.

Chiriasii vor mentine Spatiile Inchiriate echipate in mod corespunzator si aprovizionate cu un stoc de marfa care sa permita operarea in mod corespunzator a acestora. Chiriasii vor mentine Spatiile Inchiriate, accesul in Spatiile Inchiriate precum si suprafetele vitrate ale acestora, curate pe tot parcursul duratei Contractului de Inchiriere.

In timpul Orarului de Functionare, Spatiile Inchiriate trebuie sa fie luminate, incalzite, aerisite si ventilate in mod corespunzator, in functie de anotimp. Ferestrele si semnele exterioare ale Spatiilor Inchiriate trebuie sa fie luminate in permanenta, in concordanta cu reglementarile aplicabile si cu prezentul Regulament.

Orice vanzare de proportii mai mari, lichidari de stocuri sau vanzari de bunuri de sezon vor fi supuse aprobarii prealabile scrise a Proprietarului/ Administratorului Centrului Comercial, cu exceptia activitatilor comune ale

Manager. Without prejudice to the provisions of this paragraph, the Hypermarket is authorised to organise commercial activities on the basis of its own organisation and practices.

Placement of posters or signs like: "Discount", "Cross Price Offers" or "Return" in the shop windows shall, in all cases, be subject to the prior written approval by the Centre Manager.

Tenants are liable to carry out selling activities in accordance with the applicable laws, regulations and common business practice.

The Tenants agree:

- (i) not to use the Leased Premises for noisy, hazardous, unlawful or immoral activities, nor to allow the Leased Premises to be used for accommodation purposes nor to permit to any person to reside or sleep in the Leased Premises, which shall be kept free of any night-time occupancy;
- (ii) not to hold any political or public meeting, performance of any kind or auction sale within the Leased Premises;
- (iii) to avoid acting in any such way that may create disturbance, cause damage or inconvenience to occupiers, users, operators, Tenants of the Commercial Centre and/or to the Landlord;
- (v) not to leave the Leased Premises unused or neglected, either partially or completely, and he shall never leave it empty;
- (vi) to secure (close and lock) the Leased Premises when the Leased Premises is not open to the public and/or when the Tenants employees are not inside the Leased Premises.

Chiriasilor desfasurate cu aprobarea Administratorului Centrului Comercial. Fara a aduce atingere prevederile prezentului paragraf, Hipermarketul este autorizat sa organizeze activitati de natura comerciala in baza propriei sale organizari si practici.

Amplasarea de afise sau semne de genul: „Reducere”, „Oferte de tip «Cross Price»” sau „Returnare” in cadrul vitrinelor Spatiilor Inchiriate va fi supusa in toate cazurile aprobarii prealabile scrise din partea Administratorului Centrului Comercial.

Chiriasii sunt responsabili sa desfasoare activitati de vanzare in conformitate cu legislatia, reglementarile si practica in materie comerciala aplicabile.

Chiriasii se obliga, dupa cum urmeaza:

- (i) sa nu utilizeze Spatiile Inchiriate in vederea desfasurarii de activitati zgomotoase, periculoase, ilegale sau imorale, si nici sa nu permita ca Spatiile Inchiriate sa fie utilizate drept locuinte sau sa permita oricarei persoane sa locuiasca sau sa doarma in cadrul Spatiilor Inchiriate, care vor fi mentinute libere de orice fel de ocupanti nocturni;
- (ii) sa nu desfasoare niciun fel de intruniri politice sau publice sau sa desfasoare vreun fel de licitatii in incinta Spatiilor Inchiriate;
- (iv) sa nu actioneze in vreun fel care ar putea cauza perturbari ale activitatii, prejudicii sau neplaceri ocupantilor, utilizatorilor, operatorilor, Chiriasilor Centrului Comercial si/sau Proprietarului;
- (iv) sa nu lase Spatiul Inchiriat nefolosit, sau sa-l negligeze, partial sau in totalitate si nu il va lasa gol in niciun moment;
- (v) sa securizeze (sa inchida si sa incuie) Spatiul Inchiriat in timpul in care nu este deschis publicului si/sau in care angajatii Chiriasului nu sunt in interiorul Spatiului Inchiriat.

Tenants are liable to ensure that their respective Leased as fulfil and observe all legal requirements in force applicable in Romania as well as any other law or decree applicable in general or in particular in respect of each Tenant business activities performed in its respective Leased Premises according to the provisions of the Lease Agreement, as well as in connection with the technical condition of Leased Premises which must be maintained under proper operation throughout the term of the Lease Agreement.

Tenants agree to take all necessary measures and to make its best endeavours in order to obtain, at their own expense and risk, all authorisations and licenses required for performing their activities in their respective Leased Premises.

Tenants shall comply at all times with the health and safety regulations in force. All works required for compliance with said regulations shall be the sole responsibility of the relevant Tenants in respect of their own Leased Premises.

In respect of their Leased Premises, the Tenants shall bear the responsibility and the cost of all works required by an administrative order, or by the application of new law, without having the right to claim any kind of indemnity or compensation from the Landlord or to make any other complaints to the Landlord.

Tenants shall allow any and all inspections and verification in view of maintenance of their own technical installations. Tenants shall conclude a contract with an authorised body to control the proper running of their respective Leased Premises' electrical and fire safety equipment. The situation of these agreements, as well as the inspections and verification conducted in the Leased Premises shall be supervised and organised by the Centre Manager. The provisions of these Article shall be supplemented by the provisions in Section III.

Tenants shall not hold the Landlord responsible for any Leased Premises in the Commercial Centre which remain unoccupied or closed for any reason and for any period whatsoever.

Chiriasii sunt responsabili sa se asigure ca Spatiile Inchiriate indeplinesc si respecta toate cerintele legale in vigoare si care sunt aplicabile in Romania, precum si orice alta lege sau decret aplicabil in general sau in particular in legatura cu activitatile desfasurate de fiecare dintre Chiriasi in respectivele Spatii Inchiriate in baza prevederilor Contractelor de Inchiriere, precum si in legatura cu starea tehnica a Spatiilor Inchiriate care trebuie mentinute in stare de functionare corespunzatoare pe tot parcursul duratei Contractului de Inchiriere.

Chiriasii sunt de acord sa ia toate masurile necesare si sa depuna toate eforturile pentru a obtine, pe cheltuiala si pe riscul lor, toate autorizatiile si licentele solicitate in vederea desfasurarii respectivelor activitati in incinta Spatiilor Inchiriate.

Chiriasii vor respecta toate reglementarile in vigoare in materie de sanatate si siguranta aplicabile. Toate lucrarile necesare in legatura cu propriile Spatii Inchiriate, in vederea conformarii cu reglementarile mentionate, vor constitui responsabilitatea exclusiva a Chiriasilor.

In legatura cu propriile Spatii Inchiriate, Chiriasii vor suporta raspunderea si costurile tuturor lucrarilor ce trebuie efectuate in baza unui act administrativ sau a unei noi legi, fara a avea dreptul de a solicita niciun fel de despagubire sau compensare din partea Proprietarului sau sa faca orice fel de alte plangeri catre Proprietar.

Chiriasii vor permite toate si oricare inspectii si controale in vederea intretinerii propriilor instalatii tehnice. Chiriasii vor incheia un contract cu o persoana competenta care sa verifice functionarea corespunzatoarea a instalatiilor electrice si de prevenire a incendiilor. Situatia acestor contracte, precum si controalele si inspectiile desfasurate in cadrul Spatiilor Inchiriate vor fi supravegheate si organizate de catre Administratorului Centrului Comercial. Prevederile prezentului articol se completeaza cu cele ale Sectiunii III.

Chiriasii nu vor tine Proprietarul responsabil in legatura cu orice Spatii Inchiriate situate in Centrul Comercial, care vor ramane neocupate sau inchise din orice cauza si pentru orice perioada.

## ARTICLE 7 - TENANT'S WORKS

Tenants shall not be allowed to carry out works in their Leased Premises other than those specified in the technical and design specifications under the Lease Agreements, particularly in the Fit-Out Manual attached to the Lease Agreements and under the Fit-Out Project as approved by the Landlord, and must procure all necessary permits and prior written consent of the Landlord in this regard, and they must fulfill any other reasonable requirements of the Landlord/Centre Manager (hereinafter referred to as the "Technical Specification").

All external or internal works related to the Leased Premises and/or use thereof, which are required for the fit-out and proper operation of the Leased Premises, including any repairs, changes and maintenance/inspection works of Leased Premises (hereinafter referred to as the "Tenant's Works") must be performed by each of the Tenants on their own cost and liability, according to the provisions in the Technical Specifications and under the prior written consent of the Landlord.

Tenants shall be responsible for obtaining all authorisations, permits and consents necessary for the carrying out of the Tenant's Works. Tenant's Works must be carried out in compliance with the applicable laws and regulations and with the Technical Specifications. The Tenant's Works are subject to the prior written consent of the Landlord/ Landlord's Technical Representative, consent that shall be granted on the basis of plans, drawings and specifications to be provided to the Landlord by the Tenant. Such consent could be refused to the relevant Tenant, in case that the Tenant's Works are not in compliance with the general policy of the Landlord in respect of the the Commercial Centre and applicable rules and regulations.

If, due to changes in legislation and local regulations, special Tenant's Works has to be carried out in order to comply with the requirements of the new

## ARTICOLUL 7 - LUCRARILE CHIRIASILOR

Chiriasii nu vor avea dreptul sa efectueze in Spatiile Inchiriate alte lucrari decat cele mentionate in cuprinsul specificatiilor tehnice si de design prevazute in Contractele de Inchiriere, in mod particular in Manualul de Amenajare anexat Contractelor de Inchiriere si in Proiectul de Amenajare, astfel cum a fost aprobat de catre Proprietar si cu conditia obtinerii tuturor autorizatiilor necesare si a acordului Proprietarului emis in prealabil in acest sens, precum si cu conditia indeplinirii oricaror alte cerinte rezonabile ale Proprietarului/ Administratorului Centrului Comercial (denumite in continuare „Specificatiile Tehnice”).

Toate lucrarile in legatura cu Spatiile Inchiriate si/sau cu folosinta acestora, exterioare sau interioare, necesare in vederea amenajarii si functionarii corespunzatoare a Spatiilor Inchiriate, inclusiv orice reparatii, modificari si lucrari de intretinere/ revizie/ mentenanta a Spatiilor Inchiriate (denumite in continuare „Lucrarile Chiriasului”), trebuie sa fie efectuate de catre fiecare dintre Chiriasi pe cheltuiala si responsabilitatea proprie, in conformitate cu prevederile Specificatiilor Tehnice si in baza acordului prealabil scris al Proprietarului.

Chiriasii vor fi responsabili pentru obtinerea autorizatiilor, permiselor si acordurilor necesare in vederea efectuarii Lucrarilor Chiriasului. Lucrarile Chiriasului trebuie sa fie efectuate in conformitate cu reglementarile si legile aplicabile si cu Specificatiile Tehnice. Lucrarile Chiriasului sunt supuse aprobarii prealabile scrise din partea Proprietarului / Reprezentantului Tehnic al Proprietarului care va fi acordat pe baza planurilor, desenelor si specificatiilor tehnice care vor fi furnizate Proprietarului. Acest acord poate fi refuzat in cazul in care Lucrarile Chiriasului nu sunt in concordanta cu politica generala a Proprietarului cu privire la Centrul Comercial si in conformitate cu regulile si reglementarile aplicabile.

In situatia in care, din cauza schimbarilor legislatiei si reglementarilor locale, Lucrarile Chiriasilor de natura speciala trebuie sa fie efectuate in vederea

laws/regulations, the Tenants will perform such works at their own expense and within the shortest period of time possible.

For safety and security reasons, the Tenant's Works performed in the Leased Premises for the purposes of installing and connecting gas pipes and electrical equipment shall be carried out under the organization of the Centre Manager or, if not possible, with the prior written consent and under the control of the Centre Manager.

The works necessary for modification of the fire safety and fire detection system in the Commercial Centre shall be performed only by the Landlord or under the control and supervision of the Building Contractor/Landlord's Technical Representative, as supplemented by provisions under Section III.

Tenant's Works affecting the Common Areas and Parts or the fire safety system, or the common heating-cooling system, which are determined by modifications requested by a Tenant, shall be performed by the contractor approved by the Landlord/Centre Manager at the respective Tenant's exclusive expense.

For the purpose of performing certain works (such as: installation of fire safety equipment, drilling through façade or waterproofing etc.), which may affect the applicable warranty for any of the Landlord's Works, the Landlord may request to the Tenants to conclude construction agreement with a determined company designated by the Centre Manager or the Landlord.

Any separate and exterior aerial for radio, television or telephone, as well as any satellite dish may be installed outside the Leased Premises, subject to the Landlord's prior written consent. Any and all private equipment installed in a Common Areas and Parts (including on the roof) shall require the prior written consent of the Landlord.

conformarii cu cerintele noilor legi/reglementari, Chiriasii vor efectua asemenea lucrari pe cheltuiala proprie si in cea mai scurta perioada de timp posibila.

Pentru motive de securitate si siguranta, efectuarea Lucrarilor Chiriasului in cadrul Spatiilor Inchiriate in vederea instalarii si conectarii la conductele de gaz si la retelele electrice, se va face in baza organizarii puse la punct de catre Administratorul Centrului Comercial sau, in cazul in care acest lucru nu este posibil, cu aprobarea prealabila scrisa si sub controlul Administratorului Centrului Comercial.

Lucrarile necesare pentru modificarea sistemului de stingere si detectare a incendiilor in cadrul Centrului Comercial vor fi efectuate doar de catre Proprietar sau sub controlul si supravegherea Antreprenorului Cladirii/Reprezentantului Tehnic al Proprietarului, cu completarile prevazute in Sectiunea III.

Lucrarile Chiriasului care afecteaza Spatiile si Partile Comune sau sistemul de detectare a incendiilor sau sistemul comun de incalzire-racire, care sunt determinate de catre modificarile solicitate de un Chirias, vor fi efectuate de executantul aprobat de Proprietar/ Administratorul Centrului Comercial, pe cheltuiala exclusiva a respectivului Chirias.

In vederea efectuarii anumitor lucrari (de exemplu: instalarea echipamentului de stingere a incendiilor, perforarea fatadei sau hidroizolatie, etc.), care ar putea afecta garantia aplicabila pentru oricare dintre Lucrarile Proprietarului, Proprietarul poate solicita Chiriasilor sa incheie contracte de antrepriza cu anumite societati desemnate de catre Administratorul Centrului Comercial sau de catre Proprietar.

Orice antena separata si exterioara pentru radio, televiziune sau telefonie, precum si orice antena parabolica poate fi instalata in exteriorul Spatiilor Inchiriate, cu conditia obtinerii acordului prealabil scris al Proprietarului. Oricare si toate echipamentele de natura privata instalate intr-una dintre Spatiile si Partile Comune (inclusiv pe acoperis) necesita acordul prealabil scris al Proprietarului.

Tenants must carry out any necessary works/maintenance in the Leased Premises in a timely manner. If the Tenant fails to properly fulfill this obligation, the Landlord/Centre Manager shall notify the relevant Tenant granting a 10 (ten) days remedy period except for emergency situations which must be immediately remedied.

#### ARTICLE 8 - LANDLORD WORKS

The Landlord is entitled to carry out the following works:

- build upon, extend, vary, maintain, repair, replace and renew any other part or parts of the Commercial Centre (including the Common Areas and Parts) and any adjoining land or buildings of the Landlord, including the extension of the shopping gallery and/or Commercial Centre, etc.;
- make such changes in the design of the Commercial Centre as it finds reasonable; and
- to change the use of, close or control access of the Common Areas and Parts in such manner as the Landlord may think fit even though they may obstruct, affect or interfere with the amenity of, or access to the Leased Premises, provided that, in the case of the Commercial Centre, reasonable means of access to the Leased Premises are available at all times,
- all works necessary for the installation, repair, maintenance or changes in the utility networks crossing the Leased Premises and/or Commercial Centre,

(hereinafter referred to as the "Landlord's Works").

The Landlord shall not be held liable by the Tenants for any inconveniences of any type resulted from the performance of the Landlord's Works. Tenants shall not oppose and shall allow the Landlord to carry out his Works, without being entitled to any claims or other payments requested from the Landlord that might arise from the performance of or in connection with the Landlord's Works.

Chiriasii au obligatia de a efectua la timp orice lucrari/ revizii necesare in Spatiul Inchiriat. In situatia in care nu-si va indeplini aceasta obligatie in mod corespunzator, Proprietarul/ Administratorul Centrului Comercial va notifica Chiriasul cu acordarea unui termen de remediere de 10 (zece) zile cu exceptia unor situatii cu caracter urgent care vor fi realizate imediat.

#### ARTICOLUL 8 - LUCRARILE PROPRIETARULUI

Proprietarul are dreptul sa efectueze urmatoarele lucrari:

- sa construiasca pe, extinda, modifice, mentina, repare, inlocuiasca si reinnoiasca orice alta parte sau parti ale Centrului Comercial (inclusiv Spatiile si Partile Comune) si orice terenuri sau cladiri adiacente ale Proprietarului, inclusiv extinderea galeriei comerciale si/sau a Centrului Comercial etc.;
- sa opereze modificarile pe care le considera rezonabile in proiectarea Centrului Comercial; si
- sa schimbe utilizarea, opreasca sau controleze accesul in Spatiile si Partile Comune, dupa cum considera oportun, chiar daca acest lucru poate impiedica, afecta sau interveni in confortul sau accesul in Spatiul Inchiriat, cu conditia ca, in cazul Centrului Comercial, sa fie disponibile intotdeauna mijloace de acces rezonabile in Spatiul Inchiriat,
- toate lucrarile necesare in vederea instalarii, repararii, intretinerii sau modificarii retelelor de utilitati care traverseaza Spatiile Inchiriate si/sau Centrul Comercial,

(denumite in continuare „Lucrarile Proprietarului”).

Proprietarul nu va fi tinut responsabil de catre Chiriasi pentru niciun fel de neplaceri de orice natura rezultate din efectuarea Lucrarilor Proprietarului. Chiriasii nu se vor opune si vor permite Proprietarului sa efectueze Lucrarile Proprietarului, fara a avea dreptul de a solicita orice fel de pretentii sau alte plati solicitate de la Proprietar, de niciun fel, care ar putea rezulta din efectuarea sau in legatura cu Lucrarile Proprietarului.

Each Tenant shall remove, at its own expense, all furniture, instruments and equipment to such extent as required for the performance of the Landlord's Works in the Common Areas and Parts and/or Leased Premises.

#### **ARTICLE 9 - MAINTENANCE AND CLEANING**

Tenants shall keep clean and in good order their entire Leased Premises, including internal and external signage, as the case may be, accessories, equipment, windows and front shop (for window display) throughout the entire term of the Lease Agreement.

Special attention shall be given to shop windows, windows and windows' displays, as well as access to the Leased Premises which shall be kept in a proper state of cleanliness at all times.

Cleanliness within Common Parts and Areas shall be performed within the Opening Hours; the Centre Manager is free to choose any company providing cleaning services for such Common Parts and Areas.

In respect to the cleaning of their Leased Premises, Tenants shall be free to choose a cleaning company at their own discretion, and shall ensure that such company's employees will comply with these Regulations. Cleaning services in the Leased Premises shall be provided only outside the Opening Hours (including and especially for shop windows, windows and any other general cleaning activities) but the Leased Premises shall be kept cleaned during the Opening Hours.

Fixture and fitting works shall be performed in accordance with regulations in force. Fencing shall be set up, at the Tenants' expenses, across the whole width and height of the Leased Premises or any part thereof where the Tenant's Works are taking place. The materials of such fencing shall be clean or painted and shall not permit noise-resulting disturbances and dust to hinder the activities performed in the Commercial Centre and other Leased Premises. Also, the material of such

Fiecare dintre Chiriasi va inlatura pe cheltuiala proprie toate piesele de mobilier, instrument si echipament, in masura necesara pentru efectuarea Lucrarilor Proprietarului in cadrul Spatiilor si Partilor Comune si/sau Spatiilor Inchiriate.

#### **ARTICOLUL 9 - INTRETINERE SI CURATENIE**

Chiriasii vor mentine curate si in deplina ordine Spatiile Inchiriate, inclusiv inscriptionarile interioare sau exterioare, daca este cazul, precum si accesoriile, echipamentul, ferestrele si partea din fata a magazinului (in vederea postarii pe ferestre) pe toata durata Contractului de Inchiriere.

O atentie speciala trebuie sa fie acordata vitrinelor, ferestrelor si afisarii pe acestea, precum si accesului in Spatiul Inchiriat, care vor fi mentinute curate tot timpul.

Curatenia in cadrul Spatiilor si Partilor Comune se va desfasura in cadrul Orarului de Functionare; Administratorul Centrului Comercial are libertatea de a alege orice societate care sa presteze serviciile de curatenie in cadrul acestor Spatii si Parti Comune.

In ceea ce priveste curatenia Spatiilor Inchiriate, Chiriasii au libertatea de a alege o societate care sa presteze serviciile de curatenie si se va asigura ca angajatii acestei societati vor respecta prezentul Regulament. Serviciile de curatenie in Spatiile Inchiriate se vor presta doar in afara Orarului de Functionare (inclusiv, si cu precadere, vitrinele, ferestrele si orice alte activitati de curatenie cu caracter general) dar Spatiile Inchiriate se vor mentine curate pe parcursul Orarului de Functionare.

Lucrarile de amenajare vor fi efectuate in concordanta cu reglementarile in vigoare. Elementele de delimitare a acestor lucrari vor fi organizate pe cheltuiala Chiriasilor, pe intreaga suprafata si inaltime a Spatiilor Inchiriate sau a oricarei parti a acestora in care au loc Lucrari ale Chiriasului. Materialele din care vor fi compuse elementele de delimitare vor fi curate sau vopsite si nu vor permite ca zgomotele sau praful sa afecteze activitatile desfasurate in Centrul Comercial si in alte Spatii Inchiriate. De asemenea, materialul din care sunt confectionate

fencing shall comply with the general visual appearance of respectively the Commercial Centre.

All the waste resulting from the fit-out activity will be collected, stored and discharged from the space selectively (household, paper / cardboard, glass, plastic, metal, aluminum, wood, glass) according to the instructions of the Lessor, or his representatives.

Tenants are entitled to use the surface of the fencing for sticking or hanging any and all displays, decoration, signage etc., provided only that such items contribute to the promotion of their business and/or of the Commercial Centre.

Tenants must provide the disinsectisation and pest extermination (performed by authorised companies) in their Leased Premises, according to the legislation in force, and must deliver to the Centre Manager the documents attesting such operations. In the event that the Tenant cannot prove the performance of the above-mentioned operations in the Leased Premises, the Landlord is entitled to perform the disinsectisation and pest extermination in the Leased Premises, at any time, and the full cost shall be recharged to the Tenant, under the sanction of penalties applicable at the level provided in the Lease Agreement.

## **ARTICLE 10 - OTHER TECHNICAL REGULATIONS AND REQUIREMENTS**

### **10.1. Air-conditioning**

The Tenants' Leased Premises shall be heated and/or cooled during Opening Hours.

In respect of their respective Leased Premises the Tenants are liable to install and operate the air-conditioning ("AC") and heating equipment in their respective Leased Premises no later than on the Opening Date in accordance with the relevant Lease Agreement and with the Technical Specifications. Consequently, the following rules are applicable for any and all Leased Premises of the Commercial Centre, but not in respect of other premises:

aceste elemente de delimitare va fi in concordanta cu aspectul general al Centrului Comercial.

Toate deseurile rezultate din lucrarile de amenajare vor fi colectate, depozitate si evacuate din spatiu in mod selectiv (menajer, hartie/carton, sticla, plastic, metal, aluminiu, lemn, sticla) conform indicatiilor Locatorului, sau a reprezentantilor acestuia.

Chiriasii sunt indreptatiti sa utilizeze suprafata elementelor de delimitare in vederea lipirii sau afisarii oricaror afise, decoratiuni, simboluri etc., cu conditia ca asemenea elemente sa contribuie la promovarea activitatilor lor si/sau la promovarea Centrului Comercial.

Chiriasii au obligatia efectuarii dezinsectiei si a deratizarii (de catre societati autorizate) in Spatiile Inchiriate, conform legislatiei in vigoare, si obligatia de a prezenta Administratorului Centrului documentele care atesta efectuarea acestor operatiuni. In situatia in care Chiriasul nu poate face dovada efectuarii operatiunilor sus-mentionate in Spatiul Inchiriat, Proprietarul are dreptul de a efectua dezinsectia si deratizarea in Spatiul Inchiriat, oricand la latitudinea sa, iar costul integral va fi refacturat Chiriasului, sub sanctiunea platii de penalitati aplicabile la nivelul prevazut de Contractul de Inchiriere.

## **ARTICOLUL 10 - ALTE PREVEDERI SI REGULI TEHNICE**

### **10.1. Climatizarea**

Spatiile Inchiriate ale Chiriasilor vor fi incalzite si/sau racite in timpul Orarului de Functionare.

Chiriasii sunt responsabili sa instaleze si sa opereze, in Spatiul respectiv, instalatiile de aer conditionat ("AC") si de incalzire, cel mai tarziu la Data Inaugurarii Spatiului Inchiriat, in conformitate cu prevederile Contractelor de Inchiriere relevante si ale Specificatiilor Tehnice. Pe cale de consecinta, urmatoarele reguli sunt aplicabile pentru oricare si toate Spatiile Inchiriate din Centrul Comercial, dar nu vor fi aplicabile cu referire la celelalte suprafete:

- (i) Installation, operation and maintenance of AC systems, especially setting and regulation thereof are compulsory. Consequently, the Tenants are obligated to conclude maintenance contracts with a competent company or companies approved by the equipment suppliers, contracts that should be correctly drafted and should cover all necessary works; AC filters must be regularly cleaned or replaced, at least every two months, and the equipment inspected and serviced at least once a year;
- (ii) Any changes in the internal furnishing of a room or any installation which might interfere with the thermal balance of the Commercial Centre shall be subject to the Landlord's prior written consent, and, in case of damage to the common installations and equipment of the Commercial Centre, the Landlord may require the reimbursement of the repairs costs from the Tenants;
- (iii) It is strictly prohibited to leave open the external door of the Leased Premises in such way so that air flows to the Commercial Centre from outside, as the Commercial Centre is heated or cooled, except during supplying of goods.

During the Opening Hours, Tenants shall install proper systems in order to maintain the temperature in their Leased Premises at the same level as the temperature in Commercial Centre. In this regard, the Tenants' Leased Premises shall be heated and/or cooled during Opening Hours.

Outside the Opening Hours the temperature of the Leased Premises shall be kept at minimum 18° at all times.

The Centre Manager shall have the right to request from the Tenants a proof of inspections and checks (maintenance logs, invoices, etc.) and to check that

- (i) Instalarea, operarea si intretinerea sistemului AC, in special in ceea ce priveste setarea si reglarea acestuia sunt obligatorii. Pe cale de consecinta, Chiriasii sunt obligati sa incheie contracte de intretinere cu societati competente sau cu societati avizate de furnizorii de echipamente, contracte ce vor fi intocmite in mod corespunzator si vor include toate lucrarile necesare. Filtrele AC trebuie sa fie curatate si schimbate in mod regulat, la intervale de cel putin doua luni si echipamentul va fi inspectat si intretinut cel putin o data pe an;
- (ii) Orice modificari in amenajarea interioara a unei camere sau instalatii care ar putea interfera in echilibrul termic al Centrului Comercial va fi conditionata de acordul prealabil scris al Proprietarului si, in cazul in care sunt produse daune instalatiilor si echipamentelor comune din Centrul Comercial, Proprietarul poate solicita rambursarea costurilor de catre Chiriasi;
- (iii) Se interzice in mod expres lasarea deschisa a usilor exterioare ale Spatiilor Inchiriate in asa fel incat aerul sa circule din exterior spre interiorul Centrului Comercial, avand in vedere faptul ca Centrul Comercial este incalzit si ventilat, cu exceptia duratei de aprovizionare cu marfa.

Pe durata Orarului de Functionare, Chiriasii vor instala sisteme corespunzatoare pentru a mentine temperatura Spatiilor Inchiriate ale acestora la acelasi nivel cu temperatura Centrului Comercial. In acest sens, Spatiile Inchiriate ale Chiriasilor vor fi incalzite si/sau racite in timpul Orarului de Functionare.

In afara Orarului de Functionare, temperatura Spatiilor Inchiriate va fi in orice moment mentinuta la nivelul de minim 18°.

Administratorul Centrului Comercial va avea dreptul de a solicita Chiriasilor proba inspectiilor si verificarilor (jurnalul inspectiilor, facturi, etc.) si sa verifice

installations in each Leased Premises are in good working order and, as appropriate, to open such installations through the “pilot line” indicated in the Technical Specification provided to the Tenants. At least twice a year or more often, if necessary and requested, the Tenants must send the regular checks of air conditioning installations - upon checking and preparation for cold season and upon checking and preparation for warm season.

In the event of a change to the AC system in determined Leased Premises, the Tenant shall inform the Centre Manager who shall give its approval regarding the compliance with certain technical specification allowed within the Commercial Centre with respect to any equipment or change which may interfere with the general AC system of the Commercial Centre or which may not comply with the Technical Specifications. The Centre Manager shall check the Certificate of Conformity of such machine/equipment and may give its approval for the installation of such technical equipment within the Leased Premises.

### **10.2. Electricity**

Increase of Leased Premises’ consumption of electricity - for technical reasons regarding the capacity of the electric wiring and the cooling system - shall be subject to the Landlord’s prior written consent, at all times.

It is strongly recommended to Tenants not to disconnect in the evening the supply of electricity which leads to “autonomous block” of the security lighting as the batteries of this block might be damaged by frequent charging or recharging.

Within the Leased Premises, Tenants are legally bound to check the electrical installation in the Leased Premises (for example: sockets, switches, switchboards) by means of authorised companies and make available to the Landlord/Centre Manager the documents attesting the performance of such regular checks.

### **10.3. Security Against Theft**

The Landlord is not responsible to secure the Leased Premises against theft. The Tenants shall be responsible for the effective protection of their respective Leased

daca instalatiile in fiecare Spatiu sunt in stare buna de functionare si, dupa caz, sa deschida aceste instalatii prin intermediul „pilot line” specificate in Specificatiile Tehnice furnizate Chiriasilor. Chiriasii sunt obligati sa trimita de cel putin doua ori pe an, sau si mai des, daca este necesar si solicitat, verificarile periodice ale instalatiilor de climatizare – la verificarea si pregatirea pentru sezonul rece si la verificarea si pregatirea pentru sezonul cald.

In cazul unei modificari a sistemului AC intr-un anumit Spatiu Inchiriat, Chiriasul va informa Administratorul Centrului Comercial care va aviza incadrarea in anumire prescriptii tehnice premise in cadrul Centrului Comercial a oricarui echipament tehnic sau schimbare care poate interfera cu sistemul general de AC al Centrului Comercial sau care nu corespunde Specificatiilor Tehnice. Administratorul Centrului Comercial va verifica Certificatul de Conformitate a utiliajului/ echipamentului tehnic si poate da acordul de instalare a aceluia echipament tehnic in Spatiul Inchiriat.

### **10.2. Energie electrica**

Majoarea consumului de electricitate in Spatiile Inchiriate din motive tehnice privind capacitatea firelor electrice si a sistemului de ventilatie va fi conditionata, in orice situatie, de acordul prealabil scris al Proprietarului.

Se recomanda in mod special Chiriasilor sa nu deconecteze alimentarea cu electricitate pe durata noptii, implicand „blocarea automata” a sistemului luminilor de securitate, intrucat bateriile acestui sistem pot fi deteriorate prin frecventa incarcare si descarcare.

In cadrul Spatiilor Inchiriate, Chiriasii au obligatia legala de a efectua verificarea instalatii electrice existente in Spatiul Inchiriat (de exemplu: prize, intrerupatoare, tablouri electrice), prin intermediul unor firme autorizate si sa puna la dispozitia Proprietarului/Administratorului Centrului Comercial a dovezilor de efectuare a acestor verificari periodice.

### **10.3. Securitatea impotriva furturilor**

Proprietarul nu este responsabil pentru protejarea Spatiilor Inchiriate impotriva furtului. Chiriasii vor fi responsabili pentru protectia efectiva a respectivelor

Premises against trespassing or burglary during and/or outside the Opening Hours.

The Tenants are responsible for closing their external access to the Leased Premises (if any) and their facades for secure their Leased Premises against theft.

The Landlord shall be responsible to secure the Common Areas and Parts against theft, trespassing or burglary during and/or outside the Opening Hours.

Tenants are not authorized to prevent the Landlord's security service from performing its duties especially within the Common Areas and Parts.

#### **10.4. Overloading**

According to the relevant Lease Agreements and the Technical Specifications, any object that weights more than the loading limit set forth within the technical documentation for the respective Leased Premises for floors or walls, must not be placed and/or stored on floors or hung on walls in order not to impair the strength of walls and floors and in order to prevent damage or break of walls or ceilings.

Therefore, it is prohibited to hang or stick any heavy objects on the partition walls between the Leased Premises, except for the supporting walls, provided, however, that the weight of such heavy objects does not exceed half of the weight that can be sustained by the partition between the Leased Premises.

#### **10.5. Networks and Pipes**

It is forbidden to pour in the waste water pipes polluting, corrosive, flammable, acid products or other hazardous materials and in general to deposit any waste matter may cause obstruction or damage to the pipes.

Restaurants shall pour liquid and greasy waste in certain waste pipes fitted with appropriate greasy separators. Tenants who operate a restaurant/catering

Spatii Inchiriate impotriva patrunderii fara drept sau furtului care se desfasoara in timpul si/sau in afara Orarului de Functionare.

Chiriasii sunt responsabili pentru inchiderea accesului exterior la Spatiile Inchiriate (daca este cazul) si a fatadelor, precum si pentru protejarea Spatiilor Inchiriate impotriva furtului.

Chiriasii vor fi raspunzatori pentru protejarea Spatiilor si Partilor Comune impotriva furtului, patrunderii neautorizate sau a spargerilor in timpul si/sau in afara Orarului de Functionare.

Chiriasilor nu li se permite sa impiedice serviciul de securitate al Proprietarului din a-si indeplini atributiile in special in cadrul Spatiilor si Partilor Comune.

#### **10.4. Supraincarcarea**

In baza Contractelor de Inchiriere relevante si a Specificatiilor Tehnice, orice obiect care cantareste mai mult decat limita de incarcare stabilita in cadrul documentatiei tehnice pentru respectivele Spatii Inchiriate pentru podele sau pereti, trebuie sa fie amplasat si/sau depozitat pe podele sau agatat pe pereti astfel incat sa nu afecteze rezistenta zidurilor si a podelelor si in vederea prevenirii producerii daunelor sau distrugerii peretilor sau tavanelor.

In consecinta, este interzisa amplasarea sau lipirea oricaror obiecte grele pe peretii de partitionare dintre Spatiile Inchiriate, cu exceptia peretilor de suport, totusi, sub conditia ca greutatea acestor obiecte sa nu depaseasca jumătate din greutatea care poate fi suportata de catre peretii despartitori dintre Spatiile Inchiriate.

#### **10.5. Retele si conducte**

Este interzisa deversarea de produse poluante, corozive, inflamabile, acide sau alte materiale periculoase in conductele de canalizare, iar in general este interzisa depozitarea oricaror deseuri care ar putea determina blocarea sau distrugerea conductelor.

Restaurantele vor deversa lichide si deseuri care au la baza uleiuri, in anumite conducte de canalizare care sunt dotate cu separatoare de grasimi. Chiriasii ce

business must have their Leased Premises and networks and pipes therein provided with grease separators in order to be used by and in connection with that Leased Premises and the activity conducted therein. The relevant Tenants must use the grease separators and must provide and perform the maintenance, at their own cost, of these grease separators and shall regularly deliver the documents attesting the maintenance thereof. Also, Tenants must deliver documents attesting that they delivered the greases and used oils to companies specialised in collecting such types of waste, and that they have an agreement executed in this regard.

Special requirements for processing effluent or other type of waste substances resulted from various activities conducted in the Commercial Centre shall be applicable, as such rules may be reasonably enforced by the Landlord or the Centre Manager from time to time.

Special requirements for processing effluent or other type of waste substances resulted from various activities conducted in the Commercial Centre shall be applicable, as such rules may be reasonably enforced by the Landlord or the Centre Manager from time to time.

After pre-treatment, the discharged wastewater will comply with the quality level imposed by the sewage service provider of the Shopping Center. In this sense, the Center Manager will periodically, in the presence of the Tenant, analyze the wastewater. If the parameters of the wastewater are not compliant, the Tenant will bear both the cost of the water analysis, as well as that of the penalties resulting from the fines issued by the sewage service provider.

In case of repeated non-compliance with the levels imposed by the utility service provider, any improvement of the sewage system will be made by the Tenant with the consent of the Center Manager.

The Center Manager will provide the Tenant with the wastewater takeover agreement on the date of signing the contract and whenever the sewage provider modifies the limits approved of the wastewater quality indicators.

desfasoara activitati de tipul restaurant/ alimentatie publica, au obligatia de a avea Spatiile Inchiriate si retelele si conductele din acestea, dotate cu separatoare de grasimi, spre a fi folosite de si in legatura cu acel Spatiu Inchiriat si cu activitatea desfasurata in acesta. Chiriasii respectivi au obligatia de a folosi separatoarele de grasimi si de a asigura si efectua mentenanta, pe costul lor, a acestor separatoare de grasimi si vor face periodic dovada realizarii mentenantei acestora. De asemenea, Chiriasii trebuie sa faca dovada predarii grasimilor si uleiurilor uzate catre societati specializate si abilitate in colectarea acestor tipuri de deseuri, precum si a detinerii unui contract in acest sens.

Cerinte speciale pot fi impuse in mod rezonabil de catre Proprietar sau de catre Administratorul Centrului Comercial, la anumite intervale de timp, in legatura cu apele uzate sau alte tipuri de deseuri rezultate din diverse activitati desfasurate in Centrul Comercial.

Cerinte speciale pot fi impuse in mod rezonabil de catre Proprietar sau de catre Administratorul Centrului Comercial, la anumite intervale de timp, in legatura cu apele uzate sau alte tipuri de deseuri rezultate din diverse activitati desfasurate in Centrul Comercial.

Dupa preepurare, apele uzate evacuate vor respecta nivelul de calitate impus de furnizorul serviciului de canalizare al Centrului Comercial. In acest sens Administratorul Centrului Comercial va efectua periodic, in prezenta Chiriasului, analize ale apei uzate. Daca parametrii apei uzate epurate nu sunt conformi, Chiriasul va suporta atat costul analizei de apa, cat si pe cel al penalitatilor provenite in urma amenzilor emise de catre furnizorul serviciului de canalizare.

In cazul nerespectarii, in mod repetat, a nivelelor impuse de furnizorul de utilitati, orice imbunatatire a sistemului de canalizare se va face de catre Chirias cu acordul Administratorul Centrului Comercial.

Administratorul Centrului Comercial va furniza Chiriasului acordul de preluare al apelor uzate la data semnarii contractului si ori de cate ori furnizorul de canalizare modifica limitele admisibile ale indicatorilor de calitate al apelor uzate.

#### **10.6. Sound/Noise level and installations**

Tenants shall provide their respective Leased Premises with sound/noise installations. The sound/noise level of such private installations shall not disturb the neighbourhood Leased Premises or the customers of the Commercial Centre. Tenants shall not use any loudspeaker or any other means of diffusion which can be heard outside their Leased Premises, nor use any electrical apparatus or other devices that interfere with radio or television reception without having fitted to the said devices or apparatus to prevent interference in other Leased Premises.

The Centre Manager could use in the Common Areas and Parts the sound system to promote goods and services available in the Commercial Centre.

#### **10.7. Use of Frequency Waves and Telecommunications Systems**

Tenants are exclusively responsible for taking all necessary measures and for obtaining from the competent entity an exclusive license and identification of the frequency waves which shall be allocated to them. Also, the Tenants are responsible to install and maintain their telecommunication system (Internet, ADSL, dedicated or secure networks, satellite etc.). The installation of such equipment on the Common Areas and Parts (including the roof) is subject to Landlord's special authorisation.

#### **10.8. Inspections**

At any time and whenever necessary, the Centre Manager is entitled to request the Tenant documents attesting the inspections and checks to all installations within the Leased Premises, and to check whether the installations are in a proper operating condition.

#### **10.6. Nivelul sunetului/ zgomotului si instalatiile**

Chiriasii vor dota Spatiile Inchiriate proprii cu instalatii de sunet/ zgomot. Nivelul sunetului/ zgomotului acestor instalatii private nu va afecta Spatiile Inchiriate vecine sau clientii Centrului Comercial. Chiriasii nu vor utiliza niciun fel de difuzor sau alte modalitati de difuzare a sunetului care pot fi auzite din afara Spatiilor Inchiriate pe care le utilizeaza si nici nu vor utiliza instalatii sau aparatura electrica sau orice alte dispozitive care ar putea interfera cu receptia radio sau de televiziune, fara a modifica acele dispozitive sau aparate in vederea prevenirii interferarii cu elementele de natura electronica ale altor Spatii Inchiriate.

Administratorul Centrului Comercial poate utiliza in cadrul Spatiilor si Partilor Comune sistemul de sunet pe care il detine in vederea promovarii bunurilor si serviciilor care sunt disponibile in cadrul Centrului Comercial.

#### **10.7. Utilizarea undelor de frecventa si a sistemelor de telecomunicatii**

Chiriasii sunt responsabili in mod exclusiv pentru luarea tuturor masurilor necesare si pentru obtinerea de la autoritatea competenta a unei licente exclusive precum si pentru identificarea undelor de frecventa care le vor fi alocate. De asemenea, Chiriasii sunt responsabili pentru instalarea si intretinerea sistemului lor de telecomunicatii (Internet, ADSL, retele speciale sau securizate, satelit etc.). Instalarea unui asemenea echipament in cadrul Spatiilor si Partilor Comune (inclusiv pe acoperis) este supusa autorizarii speciale din partea Proprietarului.

#### **10.8. Inspectii**

Administratorul Centrului Comercial are dreptul oricand si ori de cate ori este necesar, de a solicita Chiriasilor proba inspectiilor si verificarilor aferente tuturor instalatiilor din Spatiile Inchiriate si sa verifice daca instalatiile sunt in stare buna de functionare.

#### **ARTICLE 11 - STAFF**

Each Tenant shall notify to the Centre Manager the timetables according to which members of Tenants' staff enter their Leased Premises to prepare the Leased Premises for opening.

Each Tenant shall be responsible to control the access in and out of their Leased Premises, except through the the Commercial Centre, which shall be the responsibility of the Centre Manager.

The Tenants' employees must have a decent and polite attitude in relation to clients, customers and other occupants of the Commercial Centre.

#### **ARTICLE 12 - STORE SIGNS - ADVERTISING**

Store signs remain the exclusive property of Tenants.

As a general rule, all signs shall require the approval of the Landlord especially if the visual appearance of the Common Areas and Parts should be modified. The Tenants shall have illuminating signs, unless otherwise decided by the Centre Manager.

Tenants are not allowed to place any signs or signage on the facade of the Commercial Centre. Any placement of an outside sign requires the prior written consent of the Landlord.

The installation of approved outside signs shall be undertaken at the expenses of the beneficiary Tenant under the co-ordination and control of the Centre Manager.

Any sign inside of the Commercial Centre and which is visible from the outside of the Commercial Centre shall be authorised by the Landlord, designed and executed in accordance with the Technical Specifications.

The Tenant is solely responsible for obtaining various approvals from the authorities for installing and placing the advertising signs, as well as for payment of related taxes.

#### **ARTICOLUL 11 - PERSONALUL**

Fiecare Chirias va notifica Administratorul Centrului Comercial cu privire la datele si orele in care personalul Chiriasului poate accesa Spatiul Inchiriat pentru a pregati inaugurarea.

Fiecare Chirias va fi responsabil pentru controlul accesului dinspre si in Spatiul Inchiriat, cu exceptia accesului in cadrul Centrului Comercial, caz in care raspunderea ii revine Administratorului Centrului Comercial.

Angajatii Chiriasilor trebuie sa aiba si o atitudine decenta si politicoasa fata de clienti si orice alti ocupanti ai Centrului Comercial.

#### **ARTICOLUL 12 - SIGLA MAGAZINULUI - PUBLICITATE**

Siglele magazinelor raman in proprietatea exclusiva a Chiriasului.

Ca regula generala, toate siglele necesita aprobarea Proprietarului, in special in cazul in care aspectul Spatiilor si Partilor Comune necesita modificari. Siglele Chiriasilor vor fi luminoase daca nu va fi altfel decis de Administratorul Centrului Comercial.

Chiriasilor le este interzis sa posteze orice semne sau sigle sau instalatii publicitare pe fatada Centrului Comercial. Postarea oricarui semn exterior necesita acordul prealabil scris al Proprietarului.

Instalarea semnelor exterioare aprobate se va face pe cheltuiala Chiriasului beneficiar, sub coordonarea si controlul Administratorului Centrului Comercial.

Orice semn aflat in interiorul Spatiului, care este vizibil din exteriorul Centrului Comercial va fi aprobat de Proprietar, protecat si executat in conformitate cu Specificatiile Tehnice.

Chiriasul este singurul responsabil de obtinerea diverselor aprobari din partea autoritatilor pentru instalarea si postarea semnelor publicitare, precum si pentru plata impozitelor aferente.

The store's illuminating signs must be switched on by a twilight sensor according to the following schedule: 05:00 – 10:00 and 16:00 – 24:00. In this regard, the Tenant must install a timer in order to ensure the automatic switch on and switch off of the illuminating signs at the established hours.

In the event that the Tenant fails to install the timer within 5 (five) business days as of the receipt of these Regulations, the Centre Manager shall be entitled to perform such works and shall charge to the Tenant the full costs, under the sanction of penalties at the level provided in the Lease Agreement.

The Tenant is responsible for monitoring the operation of the illuminating signs located above its store, and must give notification every time he notices an issue in this regard.

In the event that the illuminating signs installed on the totem do not work, the Tenant must remedy such malfunction within 3 (three) business days, otherwise the Centre Manager shall be entitled to perform such works and shall charge to the Tenant the full costs, under the sanction of penalties at the level provided in the Lease Agreement.

The previous provisions are mandatory throughout the entire term of the Lease Agreement.

For individual advertising of the own store within the Commercial Centre, the Tenant shall use the significance and the symbol of the Commercial Centre.

Also, all Tenants are not allowed to place advertising signs promoting products, activities or services that compete with those of the Commercial Centre.

Any posters, signs or advertising banners posted on windows and/or Leased Premises facade shall not occupy more than 20% of the visible transparent facade from the Commercial Centre. Only marketing campaigns approved by the Centre Manager or joint marketing campaigns organised by the Centre Manager for the

Reclamele luminoase aferente magazinului trebuie sa fie pornite de catre un senzor crepuscular conform urmatorului program: 05:00 – 10:00 si 16:00 – 24:00. In acest sens Chiriasul este obligat sa monteze un programator de timp pentru a asigura in mod automat pornirea si oprirea reclamelor luminoase la orele stabilite.

In cazul in care Chiriasul nu va face montajul in 5 (cinci) zile lucratoare de la primirea prezentului Regulament, Administratorul Centrului Comercial va avea dreptul sa efectueze aceste lucrari, urmand a refactura catre Chirias intregul cost, sub sanctiunea platii de penalitati la nivelul prevazut de Contractul de Inchiriere.

Supravegherea functionarii reclamelor luminoase amplasate deasupra magazinului este in grija Chiriasului, acesta fiind obligat sa anunte ori de cate ori sesizeaza o problema in acest sens.

In cazul in care casetele luminoase amplasate pe totem nu functioneaza, Chiriasul are obligatia ca in 3 (trei) zile lucratoare sa remedieze defectiunea, in caz contrar Administratorul Centrului Comercial va avea dreptul sa efectueze aceste lucrari, urmand a refactura catre Chirias intregul cost, sub sanctiunea platii de penalitati la nivelul prevazut de Contractul de Inchiriere.

Prevederile anterioare sunt obligatorii pe intreaga durata a Contractului de Inchiriere.

Pentru publicitatea individuala a propriului magazin din cadrul Centrului Comercial, Chiriasul trebuie sa utilizeze semnificatia si simbolul Centrului Comercial.

De asemenea, niciunui Chirias nu ii este permis sa posteze sigle de promovare a produselor, activitatilor sau serviciilor, care vin in concurenta cu cele ale Centrului Comercial.

Orice afise, semne sau bannere publicitare postate pe ferestre si/sau fatada Spatiului nu vor ocupa mai mult de 20% din portiunea de fatada transparenta vizibila dinspre Centrul Comercial. Sunt permise in interiorul Centrului Comercial numai campaniile de marketing aprobate de Administratorul

benefit of Leased Premises are allowed inside the Commercial Centre. Marketing campaigns, including the display of promotional materials on the Leased Premises facade and/or inside the Leased Premises and/or dissemination of video/audio materials promoting (i) activity and/or products of Tenants performed and/or sold online or in any premises other than the Leased Premises and/or (ii) any other products which are not available for sale, at that moment, in the Leased Premises and/or (iii) any other types of products and/or activities are not allowed.

In correspondences and promotional materials related to their Leased Premises or the Commercial Centre, Tenants shall state the name, logo, and address of the Commercial Centre.

Regarding advertising actions in front of the Leased Premises within the Commercial Centre, in the Common Areas and Parts or on the external walls of the Commercial Centre, the Tenants shall be made by the Tenants, following the Landlord's prior written consent, to the extent that such are not inappropriate for third parties. The Landlord reserves the right to revoke these consents at any given time.

## **ARTICLE 13 - OTHER REGULATIONS**

### **13.1. Lighting**

During the Opening Hours, Tenants will be allowed to light their Leased Premises' windows and all parts of their Leased Premises, which are immediately visible from the Common Areas and Parts. The Centre Manager could also require the lighting of the Leased Premises' windows or signs visible from the outside of the Commercial Centre during the night or from time to time.

### **13.2. Smells, Odours and Other Negative Effects**

Tenants shall take all necessary measures to prevent unpleasant smells from their Leased Premises.

Centrului Comercial sau campaniile de marketing comune organizate prin intermediul Administratorului Centrului Comercial in beneficiul Spatiului. Nu sunt premise campaniile de marketing, inclusiv afisarea materialelor promotionale pe fatada Spatiului Inchiriat si/sau in interiorul Spatiului Inchiriat si/sau difuzarea materialelor video/ audio, care promoveaza (i) activitatea si/sau produsele Chiriasului desfasurate si/sau vandute in spatiul online sau in orice alt spatiu decat Spatiul Inchiriat si/sau (ii) orice alte produse care nu sunt disponibile la vanzare, la acel moment, in Spatiul Inchiriat si/sau (iii) orice alte tipuri de produse si/sau activitati.

In ceea ce priveste corespondenta si materialele promotionale aflate in legatura cu Spatiile Inchiriate sau cu Centrul Comercial, Chiriasii vor preciza numele, logo-ul si adresa Centrul Comercial.

In ceea ce priveste actiunile de publicitate in fata Spatiilor Inchiriate din cadrul Centrului Comercial, in Spatiile si Partile Comune sau pe peretii exteriori ai Centrului Comercial, Chiriasii le pot efectua dupa obtinerea acordului prealabil al Proprietarului, in masura in care acestea nu sunt inoportune pentru terti. Proprietarul isi rezerva dreptul de a revoca aceste acorduri in orice moment.

## **ARTICOLUL 13 - PREVEDERI DIVERSE**

### **13.1. Iluminare**

Chiriasilor le va fi permis, in timpul Orarului de Functionare, sa ilumineze ferestrele Spatiului Inchiriat si toate portiunile Spatiilor Inchiriate aferente care sunt vizibile direct dinspre Spatiile si Partile Comune. Administratorul Centrului Comercial poate solicita, de asemenea, iluminarea ferestrelor Spatiului Inchiriat sau a semnelor vizibile din exteriorul Centrului Comercial pe timpul noptii sau la anumite intervale de timp.

### **13.2. Mirosuri si alte Efecte Negative**

Chiriasii vor lua toate masurile necesare pentru a preveni emanarea de mirosuri neplacute din Spatiile Inchiriate.

It is prohibited to bring in the Leased Premises any hazardous, harmful, unpleasant, stinking or flammable materials, which are prohibited by general Regulations and regulations, safety precautions and insurance companies' practice.

Cooking within Leased Premises is permitted only in the Leased Premises reserved for such purpose by the Landlord (i.e., restaurants and food activities) as set forth in the relevant Lease Agreements or in some parts of the Hypermarket.

### **13.3. Moving in and out**

Moving in and out the Commercial Centre after the Opening Date is allowed only during the days and time frame, which shall be approved in writing by the Landlord 15 (fifteen) days prior to moving.

### **13.4. Turnover and Taxes**

Unless otherwise agreed in the relevant Lease Agreements, the Tenants must make available to the Landlord, not later than the fifth day of each month and for purposes related to internal statistics, a Turnover statement achieved in the previous month by the Tenants following the activities conducted in the Leased Premises.

All these documents shall be signed by the relevant persons responsible for bookkeeping of Tenants and by the authorised person(s) to act on behalf of Tenants.

During the terms of Lease Agreements, Tenants must keep, inside the Leased Premises or in any other location which can be approved the Tenant in writing, accurate and complete accounting records which attest the relevant Turnovers, and must keep such accounting records during the periods provided by the Romanian applicable legal provisions in order to allow the Landlord to exercise the control right over such documents. Upon Landlord's request, Tenants shall

Este interzisa aducerea in Spatiul Inchiriat a oricaror materiale periculoase, nocive, neplacute, care degajeaza mirosuri neplacute sau care sunt inflamabile, ce sunt interzise in baza regulilor si prevederilor generale, a regulamentelor de sanatate si de practica companiilor de asigurare.

Prepararea mancarii in interiorul Spatiului Inchiriat este permisa numai in cadrul Spatiilor Inchiriate stabilite in acest scop de Proprietar (i.e. restaurante si activitati de alimentatie) asa cum acest lucru este prevazut in baza Contractelor de Inchiriere relevante sau in anumite spatii din interiorul Hipermarketului.

### **13.3. Mutarea din si in cadrul Spatiului**

Mutarea din si in cadrul Centrului Comercial ulterior Datei Inaugurarii Centrului Comercial este permisa numai in zilele si in intervalul de timp aprobate in scris de Proprietar in termen de 15 (cincisprezece) zile inaintea respectivei mutari.

### **13.4.Cifra de Afaceri si Impozite**

In cazul in care nu au agreeat altfel in Contractele de Inchiriere relevante, Chiriasii sunt obligati sa puna la dispozitia Proprietarului, cel mai tarziu in a cincea zi a fiecarei luni, in scopul realizarii de statistici interne, o declaratie a Cifrei de Afaceri pentru luna precedenta care a fost atinsa in urma desfasurarii de catre Chiriasi a activitatilor in Spatiile Inchiriate.

Toate aceste documente vor fi semnate de persoanele relevante care tin contabilitatea Chiriasilor si de persoana/persoanele autorizate sa actioneze in numele Chiriasilor.

In cursul duratelor Contractelor de Inchiriere, Chiriasii vor tine, in interiorul Spatiilor Inchiriate sau in orice alta locatie care poate fi aprobata de Chirias in scris, registre contabile complete si conforme cu realitatea care sa ateste Cifrele de Afaceri relevante si sa pastreze asemenea registre contabile pe duratele prevazute de prevederile legale aplicabile in Romania, pentru a permite Proprietarului sa exercite dreptul de control asupra acestora. La solicitarea

allow the Landlord or representatives thereof to inspect and copy the Accounting Records at any moment.

Tenants must provide to the Landlord the accounting records which attest the Turnover generated by the activity conducted in the Leased Premises (or certified copies thereof) within one month as of the Landlord's request in this regard, unless otherwise agreed in the relevant Lease Agreements.

Within the same period (one month), the Landlord may control the accounting records or may, upon its discretion, order the audit thereof by specialised companies.

The Landlord shall be entitled to visit the Leased Premises in order to review and control the procedures, methods and facilities used for determining the Turnover.

The Landlord may request the Tenants to use an automated and electronic cashbox control system similar to those generally used in similar Commercial Centres.

### SECTION III

#### PARTIES RESPONSIBILITIES REGARDING THE FIRE PROTECTION AND PREVENTIVE AND ACTION MEASURE IN CASE OF EMERGENCY

For the delimitation and express detailing of Parties responsibilities regarding the fire protection in accordance with the provisions of Art. 9 of law No. 307/2006, as subsequently amended and supplemented, according to which, upon the conclusion of any deeds of temporary transmission of the right of use for real estate, the Parties have obligation to expressly specify in such documents their responsibilities in terms of fire protection, for the purpose of preventing and reducing the risk of fire and of ensuring operative intervention to limit and put off the fires with a view to evacuating, saving and protecting the endangered persons, protecting the property and the environment against the effects of emergency

Proprietarului, Chiriasii vor permite, in orice moment, Proprietarului sau imputernicitilor acestuia sa inspecteze si sa copieze Registrele Contabile.

Chiriasii sunt obligati sa puna la dispozitia Proprietarului registrele contabile atestand Cifra de Afaceri generata ca urmare a activitatii in Spatiile Inchiriate (sau copii certificate ale acestora) in termen de o luna de la solicitarea Proprietarului in acest sens, exceptand situatia in care s-a agreat altfel in Contractele de Inchiriere relevante.

In aceeasi perioada de timp (o luna), Proprietarul poate controla registrele contabile sau poate, la alegerea sa, dispune analizarea acestora de societati specializate.

Proprietarul va avea dreptul sa viziteze Spatiile Inchiriate pentru a analiza si controla procedurile, metodele si facilitatile folosite pentru determinarea Cifrei de Afaceri

Proprietarul poate solicita Chiriasilor sa utilizeze un sistem electronic automat de control al cashbox-urilor, similar cu cel folosit in general in centrele comerciale la standardele Centrului Comercial.

### SECTIUNEA III

#### RESPONSABILITATILE PARTILOR PRIVIND APARAREA IMPOTRIVA INCENDIILOR SI MASURI DE PREVENIRE SI ACTIUNE IN CAZUL SITUATIILOR DE URGENTA

Pentru delimitarea si detalierea expresa a raspunderilor Partilor in ceea ce priveste apararea impotriva incendiilor in conformitate cu prevederile art. 9 din Legea nr. 307/2006 cu modificarile si completarile ulterioare, potrivit carora la incheierea oricaror acte de transmitere temporara a dreptului de folosinta asupra bunurilor imobile Partile sunt obligate sa prevada expres in actele respective raspunderile ce le revin in ceea ce priveste apararea impotriva incendiilor, in scopul prevenirii si reducerii riscurilor de producere a incendiilor si in scopul asigurarii interventiei operative pentru limitarea si stingerea incendiilor in vederea evacuarii, salvarii si protectiei persoanelor periclitate, protejarii bunurilor si mediului impotriva efectelor situatiilor de urgenta determinate de

situations caused by fire, the Landlord, as manager/owner of the Commercial Centre, establishes the following:

#### ARTICLE 1

1. Each Tenant that operates in any Leased Premises from the Commercial Centre, including the Tenant in the Leased Premises, has the obligation to carry out all necessary actions of fire protection with respect to the Leased Premises and establish prevention and action measures in case of emergency situations, in accordance with the legal provisions applicable in this field and with the provisions of this Section.
2. The Tenant has obligation to know and observe the provisions, liabilities and measures for fire protection applicable in accordance with the legislation in force and established and given in any form by the Landlord pursuant to this Section. In this respect, the Tenant has the obligation, throughout the Lease Agreement, to fully observe the provisions of the following normative acts:
  - a) Law no. 307/2006 on fire protection (see Art. 9, Art. 12, Art. 19, Art. 21, Art. 30 and other relevant Articles), as subsequently amended and supplemented ("Law 307/2006"),
  - b) Order no. 163/2007 approving the Fire Protection General Norms ("OMAI 163/2007"),
  - c) Decision no. 571/2016 approving the constructions and amenities categories subject to fire protection approval and/or authorisation ("HG 571/2016"),
  - d) Order no. 129/2016 approving the detailed procedures for fire safety and civil protection clearance and authorisation ("OMAI 129/2016"),
  - e) Order no. 166/2010 for the approval of the General Provisions relating to fire protection at buildings and related facilities ("OMAI 166/2010")

incendii, Proprietarul, in calitate de administrator/ proprietar al Centrului Comercial, stabileste urmatoarele:

#### ARTICOLUL 1

1. Fiecare Chirias care isi desfasoara activitatea in orice Spatiu Inchiriat din Centrul Comercial, inclusiv Chiriasul in Spatiul Inchiriat, are obligatia sa efectueze toate actiunile necesare privind apararea impotriva incendiilor cu privire la Spatiul Inchiriat si sa stabileasca masurile de prevenire si actiune in cazul situatiilor de urgenta, in conformitate cu prevederile legale aplicabile in acest domeniu si cu prevederile prezentei Sectiuni.
2. Chiriasul este obligat sa cunoasca si sa respecte prevederile, raspunderile si masurile in domeniul apararii impotriva incendiilor aplicabile in conformitate cu legislatia in vigoare si stabilite si date sub orice forma, de catre Proprietar in conformitate cu prezenta Sectiune. In acest sens, Chiriasul este obligat ca pe toata durata Contractului de Inchiriere sa respecte intocmai prevederile din urmatoarele acte normative:
  - a) Legea nr. 307/2006 privind apararea impotriva incendiilor (a se vedea art. 9, art. 12, art. 19, art. 21, art. 30 si altele relevante), cu modificarile si completarile ulterioare („Legea 307/2006”),
  - b) Ordinul nr. 163/2007 pentru aprobarea Normelor generale de aparare impotriva incendiilor („OMAI 163/2007”),
  - c) Hotararea nr. 571/2016 pentru aprobarea categoriilor de constructii si amenajari care se supun avizarii si/sau autorizarii privind securitatea la incendiu („HG 571/2016”),
  - d) Ordinul nr. 129/2016 pentru aprobarea Normelor metodologice privind avizarea si autorizarea de securitate la incendiu si protectie civila („OMAI 129/2016”),

- f) Order no. 187/2010 for the approval of the General Provisions relating to fire protection at commercial premises ("OMAI 187/2010")
- g) Order no. 96/2016 for the approval of the performance Criteria concerning the set up, classification and endowment of voluntary services and of private services for emergency situations ("OMAI 96/2016"),
- h) Order no. 106/2007 approving the criteria for the set up of local councils and business operators that run the obligation to employ at least one technical employee or specialist with responsibilities in fire protection field ("OMAI 106/2007"),
- i) any other applicable legal provisions in this area, in force at any time during the Lease Agreement,

as all of these regulations under letters a)-i) above may be amended, supplemented, updated at any time during the term of the Lease Agreement (the "**Applicable Law**") and which shall be supplemented by the provisions of this Section of the Internal Regulations, an integral part of the Lease Agreement, as expressly agreed by the Parties.

3. In accordance with the relevant legal provisions specified in OMAI 187/2010, the Parties hereby confirm that the organisation of fire protection activity represents the obligation of the:

- a) Landlord of the Commercial Centre, exclusively for common areas;
- b) Tenant of the Leased Premises, including during the fit-out works in the Leased Premises.

- e) Ordinul nr. 166/2010 pentru aprobarea Dispozitiilor generale privind apararea impotriva incendiilor la constructii si instalatiile aferente („OMAI 166/2010”),
- f) Ordinul nr. 187/2010 pentru aprobarea Dispozitiilor generale privind apararea impotriva incendiilor la spatii pentru comert („OMAI 187/2010”),
- g) Ordinul nr. 96/2016 pentru aprobarea Criteriilor de performanta privind constitutirea, incadrarea si dotarea serviciilor voluntare si a serviciilor private pentru situatii de urgenta („OMAI 96/2016”),
- h) Ordinul nr. 106/2007 pentru aprobarea Criteriilor de stabilire a consiliilor locale si operatorilor economici care au obligatia de a angaja cel putin un cadru tehnic sau personal de specialitate cu atributii in domeniul apararii impotriva incendiilor („OMAI 106/2007”),
- i) orice alte prevederi legale aplicabile in materie, in vigoare la orice moment pe durata Contractului de Inchiriere,

dupa cum toate aceste acte normative mentionate la lit. a)-i) de mai sus pot fi modificate, completate, actualizate la orice moment pe parcursul duratei Contractului de Inchiriere („**Legislatia Aplicabila**”) si care se completeaza cu prevederile din prezenta Sectiune a Regulamentului de ordine interioara, parte integranta din Contractul de Inchiriere, conform prevederilor agreate in mod expres de Parti in acest sens.

3. In conformitate cu prevederile legale in materie prevazute in OMAI 187/2010, Partile confirma prin prezentul ca organizarea activitatii de aparare impotriva incendiilor reprezinta obligatia:

- a) Proprietarului Centrului Comercial, exclusiv pentru spatiile comune;
- b) Chiriasului, pentru Spatiul Inchiriat, inclusiv pe perioada oricaror lucrari de amenajare in Spatiul Inchiriat.

## ARTICLE 2

For the purpose of fire prevention and protection and considering the provisions of the legislation in force, the Landlord, as owner/manager of the Commercial Centre building, sets the following:

1. In connection with the Leased Premises and in accordance with the provisions of the Applicable Law, the Tenant has the following obligations:

1.1. In accordance with the provisions of Art. 19 of Law 307/2006, the Tenant, through its director and/or manager, as applicable, shall have the following main obligations in connection with the Leased Premises and with its activity in the Leased Premises:

- a) to establish, by written orders, the responsibilities and the organisation for fire protection within the Leased Premise, including during any fit-out works in the Leased Premises, to update the same whenever changes have occurred and brought them to the knowledge of its employees, users and any other interested persons;
- b) to ensure the identification, assessment and implementation of the fire protection measures according to criteria laid down;
- c) where applicable in accordance with the relevant legal provisions (i.e., but not limited to, Art. 30 of Law 307/2006, HG 571/2016, OMAI 129/2016, OMAI 187/2010) to request and to obtain the fire safety clearances and authorizations for the Leased Premises, as provided by the law, as well as the scenario of fire safety, evacuation plan and contingency plan, and to ensure the observance of the conditions based on which the same were released, as well as of the conditions based on which the fire safety clearances and authorisations for the Commercial Centre were obtained;

## ARTICOLUL 2

In scopul prevenirii si apararii impotriva incendiilor si avand in vedere prevederile legislatiei in vigoare, Proprietarul, in calitate de proprietar/administrator al cladirii Centrului Comercial, stabileste urmatoarele:

1. In legatura cu Spatiul Inchiriat si in conformitate cu prevederile din Legislatia Aplicabila, Chiriasul are urmatoarele obligatii:

1.1 In conformitate cu prevederile art. 19 din Legea 307/2006, Chiriasul, prin administrator si/sau conducator, dupa caz, are urmatoarele obligatii principale in legatura cu Spatiul Inchiriat si cu desfasurarea activitatii sale in Spatiul Inchiriat:

- a) sa stabileasca, prin dispozitii scrise, responsabilitatile si modul de organizare pentru apararea impotriva incendiilor in Spatiul Inchiriat, inclusiv pe perioada oricaror amenajari in Spatiul Inchiriat, sa le actualizeze ori de cate ori apar modificari si sa le aduca la cunostinta salariatilor, utilizatorilor si oricaror persoane interesate;
- b) sa asigure identificarea, evaluarea si implementarea masurilor de aparare impotriva incendiilor conform criteriilor stabilite;
- c) daca este cazul in conformitate cu prevederile legale in materie (respectiv, dar fara limitare, art. 30 din Legea 307/2006, HG 571/2016, OMAI 129/2016, OMAI 187/2010) sa solicite si sa obtina avizele si autorizatiile de securitate la incendiu pentru Spatiul Inchiriat, prevazute de lege, precum si scenariul de securitate la incendiu, planul de evacuare si planul de interventie, si sa asigure respectarea conditiilor care au stat la baza eliberarii acestora, precum si respectarea conditiilor care au stat la baza obtinerii avizelor si autorizatiilor de securitate la incendiu cu privire la Centrul Comercial;

- d) to allow, in accordance with the law and the Lease Agreement, the carrying out of checks and inspections of fire prevention - including by Landlord's providers in the field of emergency situations, to submit the requested documents and information and will not hinder or obstruct in any way the performance thereof;
- e) where applicable, to allow the water supply of intervention fire trucks in emergency situations;
- f) where applicable, to draw up, to update and forward to the Inspectorate the list of dangerous chemicals, classified according to the law, used in its business in any form, with remarks about: physical and chemical properties, identification codes, the risks for health and the environment, means of protection, methods of intervention and first aid, extinguishment, neutralization and decontamination substances;
- g) prepare fire protection instructions and assign responsibilities to the employees at the Leased Premises;
- h) to check if the employees are aware of and comply with the necessary instructions concerning the fire protection measures and to check the external persons who have access in the Leased Premises comply with such measures, properly displayed by warning signs;
- i) to provide for the establishment, in accordance with Art. 12 para. (2) with the the Inspectorate's approval, of the private emergency service, as well as its functioning in accordance with the regulations in force or to execute an agreement with another volunteer or private emergency service, able to operatively and effectively intervene in fire-fighting, if applicable according to law (Law 307/2006, namely OMAI 96/2016);
- j) to request and procure the establishment approvals and for the sectors of competence of the private service for emergency situations and ensure compliance with the underlying conditions of their release;

- d) sa permita, in conditiile legii si ale Contractului de Inchiriere, executarea controalelor si a inspectiilor de prevenire impotriva incendiilor - inclusiv din partea prestatorilor in domeniul situatiilor de urgenta ai Proprietarului, sa prezinte documentele si informatiile solicitate si sa nu ingreuneze sau sa obstructioneze in niciun fel efectuarea acestora;
- e) daca este cazul si aplicabil, sa permita alimentarea cu apa a autospecialelor de interventie in situatii de urgenta;
- f) daca este cazul si aplicabil, sa intocmeasca, sa actualizeze permanent si sa transmita inspectoratului lista cu substantele periculoase, clasificate potrivit legii, utilizate in activitatea sa sub orice forma, cu mentiuni privind: proprietatile fizico-chimice, codurile de identificare, riscurile pe care le prezinta pentru sanatate si mediu, mijloacele de protectie recomandate, metodele de interventie si prim ajutor, substantele pentru stingere, neutralizare sau decontaminare;
- g) sa elaboreze instructiunile de aparare impotriva incendiilor si sa stabileasca atributiile ce revin salariatilor la locul de munca din Spatiul Inchiriat;
- h) sa verifice daca salariatii cunosc si respecta instructiunile necesare privind masurile de aparare impotriva incendiilor si sa verifice respectarea acestor masuri semnalate corespunzator prin indicatoare de avertizare de catre persoanele din exterior care au acces in Spatiul Inchiriat;
- i) sa asigure constituirea, conform art. 12 alin. (2), cu avizul inspectoratului, a serviciului de urgenta privat, precum si functionarea acestuia conform reglementarilor in vigoare ori sa incheie contract cu un alt serviciu de urgenta voluntar sau privat, capabil sa intervina operativ si eficace pentru stingerea incendiilor, daca este aplicabil conform legii (Legea 307/2006, respectiv OMAI 96/2016);
- j) sa solicite si sa obtina avizele de infiintare si pentru sectoarele de competenta ale serviciului privat pentru situatii de urgenta

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| <ul style="list-style-type: none"> <li>k) to ensure the drawing up and updating of the intervention plans and the conditions for their application at any time;</li> <li>l) to allow, on request, access of the officers from the Inspectorate for Emergency Situations in the Leased Premises for acknowledgement, training or practice and to participate in tactical exercises and applications organised by them;</li> <li>m) to ensure the use, checking, maintenance and repair of fire protection means with certified personnel, in accordance with the instructions provided by the designer;</li> <li>n) to ensure preparation and training of private emergency service for intervention;</li> <li>o) to ensure and provide free of charge to the rescue teams called for help the technical means for fire protection and the protection equipment specific to the risks arising from the existence and functioning of the unit, as well as the antidote and medicines for first aid;</li> <li>p) to establish and send to the carriers, distributors and users of its products the specific rules and fire protection measures, correlated with the risks in the use, handling, transport and storage of the concerned products;</li> <li>q) to immediately inform the Inspectorate and the Landlord, by any means, about the outbreak and extinguishment by internal means and forces of any fire, and within 3 business days to fill in and submit the intervention report;</li> <li>r) to use in the Leased Premises only technical fire protection means certified in accordance with the law;</li> <li>s) to fulfill any other tasks provided by law regarding fire protection.</li> </ul> | <ul style="list-style-type: none"> <li>si sa asigure respectarea conditiilor care au stat la baza eliberarii acestora;</li> <li>k) sa asigure intocmirea si actualizarea planurilor de interventie si conditiile pentru aplicarea acestora in orice moment;</li> <li>l) sa permita, la solicitare, accesul fortelor Inspectoratului pentru Situatii de Urgenta in Spatiul Inchiriat in scop de recunoastere, instruire sau de antrenament si sa participe la exercitiile si aplicatiile tactice de interventie organizate de acesta;</li> <li>m) sa asigure utilizarea, verificarea, intretinerea si repararea mijloacelor de aparare impotriva incendiilor cu personal atestat, conform instructiunilor furnizate de proiectant;</li> <li>n) sa asigure pregatirea si antrenarea serviciului de urgenta privat pentru interventie;</li> <li>o) sa asigure si sa puna in mod gratuit la dispozitie fortelor chemate in ajutor mijloacele tehnice pentru aparare impotriva incendiilor si echipamentele de protectie specifice riscurilor care decurg din existenta si functionarea unitatii sale, precum si antidotul si medicamentele pentru acordarea primului ajutor;</li> <li>p) sa stabileasca si sa transmita catre transportatorii, distribuitorii si utilizatorii produselor sale regulile si masurile de aparare impotriva incendiilor, specifice acestora, corelate cu riscurile la utilizarea, manipularea, transportul si depozitarea produselor respective;</li> <li>q) sa informeze de indata, prin orice mijloc, inspectoratul si Proprietarul despre izbucnirea si stingerea cu forte si mijloace proprii a oricarui incendiu, iar in termen de 3 zile lucratoare sa completeze si sa trimita acestora raportul de interventie;</li> <li>r) sa utilizeze in Spatiul Inchiriat numai mijloace tehnice de aparare impotriva incendiilor, certificate conform legii;</li> <li>s) sa indeplineasca orice alte atributii prevazute de lege privind apararea impotriva incendiilor.</li> </ul> |
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1.2. In accordance with the provisions of Art. 21 of Law 307/2006, the Tenant, as User of the Leased Premises, shall have the following additional main obligations in connection with the Leased Premises and with its activity in the Leased Premises:

- a) to know and observe the fire protection measures, as determined by the Landlord of the Commercial Centre;
- b) to maintain and use for its designated purpose, the fire protection equipment, made available by the landlord of the Commercial Centre;
- c) to comply with the fire protection rules that are specific to the activities it organises or carries out;
- d) to inform the landlord of the Commercial Centre, as applicable, of any technical malfunction or another situation that constitutes a fire hazard.

1.3. In accordance with the provisions of Art. 12 of Law 307/2006, the Tenant has the obligation to employ at least one technical employee or specialist with responsibilities in fire protection field in connection with the Leased Premises and with its activity in Leased Premises; contact details of the technical employee/specialist will be submitted to the Landlord in writing and forwarded again whenever necessary due to the change of the technical employee/specialist or of his/her data.

1.4. The Tenant must fulfill any other tasks provided by law regarding fire protection, including the observance of the requirements laid down by the public authorities and provisions of relevant applicable regulations in force at any moment throughout the term of the Lease Agreement and/or use of the Leased Premises.

1.2 In conformitate cu prevederile art. 21 din Legea 307/2006, Chiriasul, ca Utilizator al Spatiului Inchiriat, are urmatoarele obligatii principale suplimentare in legatura cu Spatiul Inchiriat si cu desfasurarea activitatii sale in Spatiul Inchiriat:

- a) sa cunoasca si sa respecte masurile de aparare impotriva incendiilor, stabilite de proprietarul Centrului Comercial;
- b) sa intretina si sa foloseasca, in scopul pentru care au fost realizate, dotarile pentru apararea impotriva incendiilor, puse la dispozitie de proprietarul Centrului Comercial;
- c) sa respecte normele de aparare impotriva incendiilor, specifice activitatilor pe care le organizeaza sau le desfasoara;
- d) sa aduca la cunostinta proprietarului Centrului Comercial, dupa caz, orice defectiune tehnica ori alta situatie care constituie pericol de incendiu.

1.3. In conformitate cu prevederile art. 12 din Legea 307/2006, Chiriasul are obligatia de a angaja cel putin un cadru tehnic sau personal de specialitate cu atributii in domeniul apararii impotriva incendiilor in legatura cu Spatiul Inchiriat si cu desfasurarea activitatii sale in Spatiul Inchiriat; datele de contact ale cadrului tehnic/ personalului de specialitate vor fi transmise Proprietarului in scris si retransmise ori de cate ori situatia o va cere datorita schimbarii cadrului tehnic/ personalului de specialitate sau a datelor acestuia.

1.4. Chiriasul are obligatia sa indeplineasca orice alte atributii prevazute de lege privind apararea impotriva incendiilor, inclusiv conformarea cu cerintele autoritatilor publice si cu prevederile normativelor aplicabile in materie, in vigoare la orice moment pe parcursul duratei Contractului de Inchiriere si/sau a folosirii Spatiului Inchiriat.

- 1.5. The Centre Manager and/or the Landlord shall not be held liable for any accident arising from the error, imprudence or negligence of Tenants or other users of the Leased Premises and/or of the Commercial Centre.
2. Regarding the technical equipment of the Leased Premises as well as of the common areas in the Commercial Centre, but also regarding the performance of Tenant's activity in the Leased Premises, the Parties shall have the following responsibilities:
- 2.1. Applicable definitions:
- level 1 = upper ceiling, upper layer, installed by the Landlord in the Commercial Centre, common areas and in the leased premises, including in the Leased Premises;
  - level 2 = lower ceiling, lower layer, installed in the Leased Premises for the use and operation by the Tenant.
- 2.2. The Landlord will do the following:
- 2.2.1 shall procure the fire safety permit of the Commercial Centre which incorporates the common areas, technical rooms, including the Leased Premises, with the following fit-out condition: "shell and core" premises delivered to the Tenant;
- 2.2.2 will ensure regular checks and maintenance for the fire prevention and protection systems installed in the common areas of the Commercial Centre and regular checks and maintenance for the systems installed at level 1 in the leased premises:
- fire detection, signalling and alarm installations - the sensitivity of the detectors shall be periodically checked - in
- 1.5. Administratorul Centrului Comercial si/sau Proprietarul nu vor fi tinuti raspunzatori pentru niciun accident care va fi cauzat de orice eroare, imprudenta sau neglijenta a Chiriasilor sau a altor utilizatori ai Spatiilor Inchiriate si/sau Centrului Comercial.
2. In ce priveste dotarea tehnica a Spatiului Inchiriat, precum si a spatiilor comune parte din Centrul Comercial, dar si in legatura cu desfasurarea activitatii Chiriasului in Spatiul Inchiriat, Partile au urmatoarele responsabilitati:
- 2.1. Definitii aplicabile:
- nivel 1 = tavan superior, strat superior, instalat de catre Proprietar in Centrul Comercial, spatii comune si in spatiile inchiriate, inclusiv in Spatiul Inchiriat;
  - nivel 2 = tavan inferior, strat inferior, instalat in Spatiul Inchiriat, in folosinta si operarea Chiriasului.
- 2.2. Proprietarul va efectua urmatoarele:
- 2.2.1 va asigura autorizarea privind securitatea la incendiu a Centrului Comercial, care inglobeaza spatiile comune, spatiile tehnice, inclusiv Spatiul Inchiriat, avand stadiul de amenajare: spatiu „la rosu”, predat Chiriasului;
- 2.2.2 va asigura verificarile si mentenantele periodice pentru sistemele de prevenire si aparare impotriva incendiilor instalate in spatiile comune ale Centrului Comercial si verificarile si mentenantele periodice pentru sistemele instalate la nivelul 1 in spatiile inchiriate:
- instalatiile de detectie, semnalizare si alarmare la incendiu - va fi verificata periodic sensibilitatea detectoarelor - in

- the common areas, technical spaces, the building's fire signaling system, at the terms laid down by the legislation in force;
- automatic fire extinguishing installations with sprinklers - shall be periodically checked in the common areas, technical spaces, at the terms laid down by the legislation in force;
  - interior hydrants installation, check/maintenance of water tanks, pumps of the fire system, installations in extension of the installations exiting the Leased Premises and equipment and integrity of the interior hydrants box for common areas, technical spaces, at the terms laid down by the legislation in force;
  - exterior hydrants installation, check/maintenance of water tanks, pumps of the fire system, integrity of the exterior hydrants, at the terms laid down by the legislation in force.
  - installations and ventilation systems for smoke control/smoke and hot gases evacuation in case of fire and the part of distribution up to the delay connection provided for each leased premises, at the terms laid down by the legislation in force;
  - electrical installations:
    - protection against thunderbolt, at the terms laid down by the legislation in force;
    - PRAM checks of earth socket, electrical continuity, for common areas and technical spaces of the Commercial Centre, to the point of connection to the Leased Premises;
  - natural gas installations, at the terms laid down by the legislation in force;
  - equipment of the common areas, technical rooms, above ground and underground parking with fire extinguishers, in accordance with OMAI 163/2007, Annex 6, periodic checks and refill at the terms laid down by the legislation in force;
- spatii comune, spatii tehnice, centrala de semnalizare la incendiu a imobilului, la termenele stabilite de legislatia in vigoare;
- instalatii de stingere automata cu sprinklere - vor fi verificate periodic in spatii comune, spatii tehnice, la termenele stabilite de legislatia in vigoare;
  - instalatia de hidranti interiori, verificarea/mentenanta rezervoarelor de apa, pompelor sistemului de incendiu, instalatiilor in prelungirea instalatiilor care ies din Spatiul Inchiriat si a echiparii si integritatii cutiei hidrantilor interiori pentru spatiile comune, zone tehnice, la termenele stabilite de legislatia in vigoare;
  - instalatia de hidranti exteriori, verificarea/mentenanta rezervoarelor de apa, pompelor sistemului de incendiu, integritatii hidrantilor exteriori, la termenele stabilite de legislatia in vigoare.
  - instalatiile si sistemele de ventilare pentru desfumare/evacuare fum si gaze fierbinti in caz de incendiu si partea de distributie pana la racordul in asteptare pus la dispozitie fiecarui spatiu inchiriat, la termenele stabilite de legislatia in vigoare;
  - instalatiile electrice:
    - instalatie de protectie impotriva trasnetului, la termenele stabilite de legislatia in vigoare;
    - verificari PRAM pentru priza la pamant, continuitatea electrica, pentru spatiile comune si spatiile tehnice ale Centrului Comercial, pana la punctul de racord din Spatiul Inchiriat;
  - instalatii de gaze naturale, la termenele stabilite de lege;
  - echiparea spatiilor comune, zonelor tehnice, parcare supraeterna si subterana inchisa cu stingatoare, in concordanta cu OMAI 163/2007, Anexa 6, verificarea

- periodica si reincarcarea lor in termenele stabilite de legislatia in vigoare;
- 2.2.3 may check, through personnel designated by the Landlord in this regard, the fire protection employees and operational staff, compliance with the fire protection measures in connection with the leased premises;
- 2.2.3 va putea verifica, prin personal desemnat de Proprietar in acest sens, cadrul tehnic PSI si personalul operational, respectarea masurilor de aparare impotriva incendiilor in legatura cu spatiile inchiriate;
- 2.2.4 to allow access to specialist services in case of emergency situations and to first aid teams, as well as the use of water, materials and own means for rescue operations, fire fighting, and limiting the effects of fires and other emergency situations, caused at the assets of the neighboring users or existing in the Commercial Centre;
- 2.2.4 va permite accesul serviciilor specializate in cazul situatiilor de urgenta si a celor care acorda prim-ajutor, precum si utilizarea apei, materialelor si mijloacelor proprii pentru operatiuni de salvare, de stingere si de limitare a efectelor incendiilor si a altor situatii de urgenta, produse la bunurile utilizatorilor vecini sau existente in Centrul Comercial;
- 2.2.5 to act effectively in the organization of the fire protection activity, in the fire prevention and to participate with own forces and means, together with specialized services and the Tenant's means, in case of fire, in the fire extinguishing, limiting its propagation and removal of its effects.
- 2.2.5 va actiona eficient in organizarea activitatii de aparare impotriva incendiilor, in prevenirea acestora si va participa cu forte si mijloace proprii, alaturat de cele ale serviciilor specializate si ale Chiriasului, in caz de incendiu, la stingerea, limitarea propagarii si inlaturarea efectelor acestuia;
- 2.2.6 shall ensure/prepare/participate in the exercises are carried out with intervention field forces and means, with or without evacuating the staff, in collaboration with the specialised services and in cooperation with the tenants, in order to prevent and know the mode of action in case of emergency situations;
- 2.2.6 va asigura/ pregati/ participa la desfasurarea exercitiilor cu forte si mijloace in teren de interventie, cu sau fara evacuarea personalului, in colaborare cu serviciile specializate si in colaborare cu chiriasii pentru prevenirea si cunoasterea modului de actiune in caz de situatii de urgenta;
- 2.2.7 The Centre Manager shall display in the Common Areas and Parts such safety Regulations and emergency exit maps required by the public safety authorities.
- 2.2.7 Administratorul Centrului Comercial va afisa in cadrul Spatiilor si Partilor Comune reglementarile privind siguranta,

2.2.8 In the effort to comply with the prescribed fire protection measures, the Landlord is entitled to control the interior of the Leased Premises or to ensure the control thereof by an expert (including such parts of the Leased Premises, which are not accessible to the public). This rule is particularly applicable for control of automatic fire extinguishers and pressure tests for sprinkler's heads performed by local authorities and for control and testing of sprinklers and fire detection networks of the Leased Premises.

2.3. The Tenant has the following responsibilities:

2.3.1 shall procure the fire safety permit of the Leased Premises, for level 2 (lower ceiling) for fire signalling and detection, alarm, fire extinguishing systems, installation of smoke vents/smoke and hot gases exhaust (as well as the installation of such systems in the Leased Premises) and subdivision, if the new destination of the Leased Premises is changed/altered as compared to the previous destination of the Leased Premises according to the provisions of OMAI 129/2016 or if subject to the provisions of HG 571/2016.

2.3.2 The Tenant must install in the Leased Premises, according to the Technical Specification and relevant applicable regulations, must connect to the general fire protection network existing in

precum si harti privind iesirile de urgenta, care sunt solicitate de catre autoritatile care se ocupa de siguranta publica.

2.2.8 In efortul de a respecta masurile impuse de protectie impotriva incendiilor, Proprietarul este indreptatit sa controleze interiorul Spatiilor Inchiriate sau sa asigure controlarea acestora de catre un expert (incluzand si acele parti ale Spatiilor Inchiriate care nu sunt accesibile publicului). Aceasta regula este aplicabila in special pentru controlarea extintoarelor automate si teste de presiune a capetelor de sprinklere realizate de autoritatile publice locale si pentru controlarea si testarea sprinklerelor si a sistemelor de detectare a incendiilor aferente Spatiilor Inchiriate.

2.3. Chiriasului ii revin urmatoarele raspunderi:

2.3.1. va asigura autorizarea privind securitatea la incendiu a Spatiului Inchiriat, pentru nivelul 2 (tavanul inferior) pentru instalatii de detectie, semnalizare si alarmare incendiu, instalatii de stingere a incendiilor, instalatie de desfumare/ evacuare fum si gaze fierbinti (precum si instalarea acestor sisteme in Spatiul Inchiriat) si pentru compartimentare, daca noua destinatie a Spatiului Inchiriat se schimba/ modifica fata de destinatia precedenta a Spatiului Inchiriat, conform cu prevederile OMAI 129/2016 sau daca se incadreaza in prevederile HG 571/2016.

2.3.2. Chiriasul are obligatia de a instala in Spatiul Inchiriat, in conformitate cu Specificatiile Tehnice si cu normativele

the Commercial Centre, to properly use without damages and to maintain in perfect and proper operating conditions and to perform the regular checks and maintenance for the fire prevention and protection systems, at its own costs, throughout the entire term of the Lease Agreement:

- fire detection, signalling and alarm installations - sensitivity of detectors shall be checked periodically
  - for level 2 of the Leased Premises;
- automatic sprinkler installations - shall be checked at regularly
  - for level 2 of the Leased Premises;
- indoor hydrants installation, checking the endowment and integrity of the indoor hydrants box in the Leased Premises;
- electrical installations, PRAM checks, electrical continuity of electrical installations and electric board in the Leased Premises periodically;
- smoke exhaust systems and ventilation systems for the discharge of smoke and hot gases - the hood and the vertical tubing up to the main tubing of the Commercial Centre, if public catering activities are carried out in the Leased Premises, periodically, based on a prior notification to the Landlord regarding such activity;
- endowment of the Leased Premises with fire extinguishers, in accordance with OMAI 163/2007, Annex 6, periodic check and refill within the deadlines set by the company that performs the work;
- any additional sprinklers system or any sealed hydrants in the Leased Premises, is sealed and prepared for use, connected to the main network and accessible to the personnel responsible for security of the entire Commercial Centre;

aplicabile in domeniu, de a conecta la reseaua generala de aparare impotriva incendiilor existenta in Centrul Comercial, de a le utiliza in mod corespunzator si fara a le deteriora, si de a le mentine in stare de functionare optima si corespunzatoare si de a efectua verificarile si mentenantele periodice pentru sistemele de prevenire si aparare impotriva incendiilor, pe costul sau, pe toata durata Contractului de Inchiriere:

- instalatiile de detectie, semnalizare si alarmare incendiu - vor fi verificate periodic sensibilitatea detectoarelor
  - pentru nivel 2 al Spatiului Inchiriat;
- instalatii de stingere automata cu sprinklere - vor fi verificate periodic
  - pentru nivel 2 al Spatiului Inchiriat;
- instalatia de hidranti interiori, verificarea echiparii si integritatii cutiei hidrantilor interiori, in Spatiul Inchiriat;
- instalatiile electrice, verificari PRAM, continuitatea electrica a instalatiilor electrice in Spatiul Inchiriat si a tabloului electric din Spatiul Inchiriat, periodic;
- instalatiile de desfumare si sistemele de ventilare pentru evacuarea fumului si gazelor fierbinti - hotelul si tubulatura verticala pana la tubulatura principala a Centrului Comercial, in cazul in care se desfasoara activitati de alimentatie publica in Spatiul Inchiriat, periodic, cu notificarea in prealabil a Proprietarului despre desfasurarea activitatii;
- echiparea Spatiului Inchiriat cu stingatoare, in concordanta cu OMAI 163/2007, Anexa 6, verificarea periodica si reincarcarea lor in termenele stabilite de compania care executa lucrarea;
- orice sistem suplimentar de sprinklere sau orice hidranti sigilati in Spatiile Inchiriate de catre Chiriasi, sigilat si

- to maintain and use for its designated purpose, the fire-defense facilities, made available by the Landlord.
- pregatit pentru folosire, conectat la sistemul principal si va fi accesibil personalului raspunzator cu paza intregului Centru Comercial;
- sa intretina si sa foloseasca, in scopul pentru care au fost realizate, dotarile pentru apararea impotriva incendiilor, puse la dispozitie de catre Proprietar.
- |                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                             |
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| <p>2.3.3 The Tenant, by representatives/employees/etc. has the obligation to abide, in any circumstance, by the fire protection rules and not to put in danger, through its decisions, the life, the property or the environment.</p>                                                                                | <p>2.3.3. Chiriasul, prin reprezentanti/ angajati/ etc. are obligatia sa respecte in orice imprejurare normele de aparare impotriva incendiilor si sa nu primejduiasca, prin deciziile sale, viata, bunurile sau mediul.</p>                                                                                                                                |
| <p>2.3.4 In case of fire or other emergency situation, every person is obligated to immediately notify the firefighters and Landlord's representatives, to help, according to his/her possibilities, to limit and extinguish the fire, without putting his/her life in danger.</p>                                   | <p>2.3.4. In caz de incendiu, ori alta situatie de urgenta, orice persoana are obligatia de a anunta imediat pompierii si reprezentantii Proprietarului, de a acorda ajutor, dupa posibilitatile sale, pentru limitarea si stingerea incendiului, fara a-si pune viata in pericol.</p>                                                                      |
| <p>2.3.5 The Tenant must allow the firefighters and the persons who give the first aid to enter the Leased Premises in case of fire or other emergency situation.</p>                                                                                                                                                | <p>2.3.5. Chiriasul are obligatia de a permite accesul pompierilor si persoanelor care acorda prim ajutor, in caz de incendiu ori in alta situatie de urgenta in Spatiul Inchiriat.</p>                                                                                                                                                                     |
| <p>2.3.6 The Tenant, in order to limit the spread of fire and avoid a disaster, must also accept other measures established by the head of the intervention - ISU, such as: land clearing, demolition of a building or part of a building, temporary business interruption, evacuation from the threatened area.</p> | <p>2.3.6. Chiriasul are obligatia ca, pentru limitarea propagarii incendiului si evitarea producerii unui dezastru, sa accepte si alte masuri stabilite de conducatorul interventiei - ISU, cum sunt: degajarea terenului, demolarea unei constructii sau a unei parti de constructie, oprirea temporara a activitatii, evacuarea din zona periclitata.</p> |
| <p>2.3.7 The Tenant must not carry out manoeuvres and illegal modifications of the technical fire protection means of the building, without prior notification and without the Landlord's consent.</p>                                                                                                               | <p>2.3.7. Chiriasul are obligatia sa nu efectueze manevre si modificari nepermise ale mijloacelor tehnice de aparare impotriva incendiilor cu care cladirea este dotata, fara notificarea in prealabil a Proprietarului si fara acordul acestuia.</p>                                                                                                       |

- 2.3.8 The Tenant must permanently maintain clear and practicable the safety doors, access ways and fire exits, the technical corridor areas located in its vicinity, must not to obstruct common pathways and must keep fire-resistant doors closed the regular position and unobstructed at any moment.
- 2.3.9 In the event of obstruction of the emergency exits or interference (except for allowed maintenance) with the operation of fire-fighting equipment (smoke detectors, sprinkler heads, etc.), the Tenant causing obstructions or damages shall be liable and shall bear all consequences thereof. In this case, the Centre Manager shall be entitled to apply for the guilty Tenant the penalties provided in these Regulations.
- 2.3.10 Working with open fire by the Tenant shall only be permitted in designated and signaled places, according to the Working Permit obtained from the Landlord.
- 2.3.11 The Tenant must abide by all rules and fire protection measures or other emergency situations brought to its attention in any form by the Landlord:
- it must not perform constructive modifications relating to the division of the Leased Premises, the destination of the Leased Premises, must not expand the Leased Premises, must not make changes to the existing systems of the Leased Premises without prior written approval of the Landlord or without requesting the work permit/permit to work with open fire, and without obtaining the necessary permits in
- 2.3.8. Chiriasul are obligatia sa mentina libere si practicabile permanent, usile de siguranta, caile de acces si de evacuare in caz de incendiu, zonele de coridor tehnic situate in vecinatatea lui, sa nu obtureze caile de circulatie comune, usile rezistente la foc sa fie mentinute in pozitia normal inchis si neblocaate in orice moment.
- 2.3.9. In caz de blocare a iesirilor de urgenta sau in cazul intervenirii in orice mod (cu exceptia reviziilor premise) in functionarea echipamentului de stingere a incendiilor (detectoare de fum, capete de sprinklere etc.), Chiriasul care este vinovat de blocarea sau distrugerea acestora, va fi tinut raspunzator si va suporta toate consecintele acestor fapte. In acest caz, Administratorul Centrului Comercial va avea dreptul sa aplice Chiriasului vinovat de asemenea fapte penalitatile prevazute in prezentul Regulament.
- 2.3.10. Chiriasul este obligat ca activitatile de lucru cu foc deschis sa le desfasoare numai in spatii special amenajate si semnalizate, in baza Permisului de lucru obtinut de la Proprietar.
- 2.3.11. Chiriasul este obligat sa respecte toate regulile si masurile de aparare impotriva incendiilor sau alte situatii de urgenta aduse la cunostinta sub orice forma de catre Proprietar:
- sa nu execute modificari constructive privind compartimentarea Spatiului Inchiriat, destinatia Spatiului Inchiriat, sa nu extinda Spatiul Inchiriat, sa nu aduca modificari la sistemele existente din Spatiul Inchiriat, fara acordul prealabil scris al Proprietarului sau

connection with the changes approved by the Landlord; every fitting-out/constructive change/change of destination/modification to existing systems/any other work in the Leased Premises is/will be carried out on the expense and under the responsibility of the Tenant, with due observance of the following: (i) with the prior written consent of the Landlord, (ii) based on a fitting-out project approved by MLPAT, (iii) based on obtaining and respecting the building permit, if applicable, (iv) the Tenant shall also carry out the fire-fighting activity during the fitting-out period, (v) with due observance of the fire security scenario of the Commercial Centre and based on a notice to the Landlord about any situation that might affect the performance levels regarding fire safety of the Commercial Centre stated in the fire-fighting scenario and (vi) based on obtaining the fire security permit/resumption of the process aimed at obtaining the fire safety permit, as applicable;

- to ensure the design, installation, endowment, use, check, maintenance and repair of its own means of defence against fire in the Leased Premises only with authorised personnel/authorised companies in the defence against fire (from the lists published on IGSU website);
- any malfunctions noticed to the electrical installation or to the appliances and devices in the Leased Premises must be notified to the Landlord and remedied in the shortest possible time and in accordance with the applicable legal regulations by the Tenant, at its own costs;
- any modification or intervention to the installations and equipment from the Leased Premises is only done based on the Landlord's consent, and only after application of the security measures and only by authorised personnel;

fara solicitarea permisului de lucru/permisului de lucru cu foc deschis, precum si fara obtinerea autorizatiilor necesare in legatura cu modificarile aprobate de catre Proprietar; orice lucrare de amenajare/ modificare constructiva/ schimbare de destinatie/ modificare la sistemele existente/ orice alte lucrari in Spatiul Inchiriat se va realiza/ vor fi realizate pe costul si responsabilitatea Chiriasului si cu respectarea urmatoarelor: (i) cu acordul prealabil scris al Proprietarului, (ii) cu proiect de amenajare avizat MLPAT, (iii) cu obtinerea si respectarea autorizatiei de construire, daca este aplicabil, (iv) activitatea de organizare impotriva incendiilor se va realiza de catre Chirias si pe perioada amenajarilor, (v) cu respectarea scenariului de securitate la incendiu al Centrului Comercial si cu informarea Proprietarului despre orice situatie care ar putea afecta nivelurile de performanta privind siguranta la foc a Centrului Comercial precizate in scenariul de securitate la incendiu si (vi) cu obtinerea autorizatiei de securitate la incendiu/ reluarea procesului de obtinere a autorizatiei de securitate la incendiu, dupa cum va fi aplicabil;

- sa asigure proiectarea, instalarea, dotarea, utilizarea, verificarea, intretinerea si repararea mijloacelor proprii de aparare impotriva incendiilor in Spatiul Inchiriat doar cu personal autorizat/ firme autorizate in domeniul apararii impotriva incendiilor (din listele publicate pe site-ul IGSU);
- orice defectiune sesizata la instalatia electrica ori la aparatele si dispozitivele ce echipaza Spatiul Inchiriat trebuie anuntata catre Proprietar si remediata in cel mai scurt timp si in conformitate cu normativele legale aplicabile, de catre Chirias, pe costul sau;

- in case of an emergency (fire, earthquake, explosion, technological failure, etc.) The Tenant will consent to the application of the security measures established by the Landlord for the benefit and in order to defend the life and integrity of persons who work there.
  - to allow the specialised personnel appointed by the Landlord access to check periodically or whenever needed: the electrical installation, the installations and measures for fire prevention and firefighting, the Leased Premises with respect to its maintenance in optimal conditions.
- 2.3.12 The Tenant must prepare and update the fire defence documents (documents and internal organisation of fire defence), must train the staff on a period basis, display specific instructions, prepare and update the escape plan in case of fire based on the fire safety authorisation and permit regarding the Commercial Centre obtained by the Landlord, while displaying it visible places.
- 2.3.13 The Tenant shall display in the Leased Premises such safety Regulations and emergency exit maps required by the public safety authorities.
- 2.3.14 The Tenant must ensure that exercises are carried out with intervention field forces and means, with or without evacuating the staff, in collaboration with the specialised
- orice modificare sau interventie la instalatiile si echipamentele care doteaza Spatiul Inchiriat se face numai cu acordul Proprietarului si numai dupa aplicarea masurilor de securitate si doar de catre personal autorizat;
  - in cazul unei situatii de urgenta (incendiu, cutremur, explozie, avarii tehnologice, etc.) Chiriasul va consimti la aplicarea masurilor de securitate stabilite de catre Proprietar in folosul si pentru apararea vietii si integritatii persoanelor aflate in acest loc de munca;
  - sa permita personalului specializat numit de catre Proprietar accesul pentru verificarea periodica sau ori de cate ori este nevoie a: instalatiei electrice, a instalatiilor si masurilor de prevenire si stingere a incendiilor, a Spatiului Inchiriat referitor la mentinerea acestuia in conditii optime.
- 2.3.12. Chiriasul are obligatia de intocmire si actualizare a documentelor privind apararea impotriva incendiilor (documente si organizarea interna a apararii impotriva incendiilor), instruirea periodica a personalului, afisarea instructiunilor specifice, intocmirea si actualizarea planului de evacuare in caz de incendiu pe baza avizului si autorizatiei de securitate la incendiu cu privire la Centrul Comercial obtinute de Proprietar, afisarea acestuia in locuri vizibile.
- 2.3.13. Chiriasul va afisa in cadrul Spatiului Inchiriat, reglementarile privind siguranta, precum si harti privind iesirile de urgenta, care sunt solicitate de catre autoritatile care se ocupa de siguranta publica.
- 2.3.14. Chiriasul va asigura desfasurarea exercitiilor cu forte si mijloace in teren de interventie, cu sau fara evacuarea

services and in cooperation with the Landlord, in order to prevent and know the mode of action in case of emergency situations.

- 2.3.15 The Tenant must collect in designated containers the oils and fats resulting from the public catering activity - if necessary, and to deliver them to a specialised company, on the deadlines set by the company in charge with the collection of oils and fats, with prior notification of the Landlord on the deadline and frequency of such collection.
- 2.3.16 The Tenant must carry the household waste generated by its activities separately (paper/cardboard, plastic, metal, glass) directly to the compactor machines from the areas established by the Landlord, from where they are collected by the sanitation company. The Tenant must respect the environmental legislation on waste collection and management.
- 2.3.17 It is forbidden to burn/discharge wastes of any kind inside or in close proximity of the Landlord's property.
- 2.3.18 Tenants shall allow any and all inspections and visits for maintenance purposes of their electricity installations and of all common networks or any part thereof that are located within their Leased Premises. Similarly, the Tenants shall have the obligation to maintain such networks in proper working status and to not interfere with their operation.

personalului, in colaborare cu serviciile specializate si in colaborare cu Proprietarul pentru prevenirea si cunoasterea modului de actiune in caz de situatii de urgenta.

- 2.3.15. Chiriasul are obligatia sa colecteze in recipiente special destinate uleiurile si grasimile rezultate din activitatea de alimentatie publica desfasurata - daca este cazul si sa le predea unei companii specializate, la termenele stabilite de compania care se ocupa de preluarea uleiurilor si grasimilor, cu notificarea in prealabil a Proprietarului privind termenul si periodicitatea preluarii acestora.
- 2.3.16. Chiriasul are obligatia ca deseurile menajere rezultate din activitatea sa separat (hartie/carton, plastic, metal, sticla) sa fie duse direct la compactoarele aflate in zonele stabilite de Proprietar de unde sunt preluate de catre societatea specializata care asigura serviciile de salubritate. Chiriasul are obligatia respectarii legislatiei de mediu cu privire la colectarea si gestionarea deseurilor rezultate din propria activitate.
- 2.3.17. Este interzisa arderea/ deversarea deseurilor de orice natura in incinta sau in apropierea proprietatii Proprietarului.
- 2.3.18. Chiriasii vor permite efectuarea tuturor si a oricaror inspectii si vizite avand ca scop asigurarea intretinerii instalatiilor electrice si a tuturor retelelor comune sau a oricarei parti a acestora, care sunt localizate in cadrul Spatiilor Inchiriate. In mod similar, Chiriasii vor avea obligatia de a mentine aceste retele in stare de functionare normala si de a nu interveni in legatura cu modul de functionare a acestora.

- 2.3.19 Outside the Opening Hours, the Tenant must disconnect the power supply of all electrical equipment in the Leased Premises, except those that are scheduled to operate continuously and to leave the Leased Premises secured.
- 2.3.20 Any event involving employees of the Tenant in the Leased Premises will be announced, investigated and recorded by the Tenant.
- 2.3.21 For the construction and modernization works carried out in the Leased Premises the Tenant will train the teams in charge of such works with respect to the occupational health and safety and the existing dangers and risks and will request the Landlord's approval for such works. Moreover, the Tenant must conclude an "all risks" insurance policy for constructions, valid throughout the performance of the fit-out/modification works in the Leased Premises. For works with open fire or generating sparks the Tenant will request the Landlord to issue a permit for the work with open fire.
- 2.3.22 The Tenants declare that they have been fully informed on the local fire protection regulations applicable to their Leased Premises and to the Commercial Centre. Tenants hereby undertake to comply with and ensure compliance by their staff, employees, subcontractors and workers with all the Regulations set by the Landlord and in compliance with the legal provisions in the field of fire protection.

- 2.3.19. In afara Orarul de Functionare, Chiriasul este obligat sa scoata de sub tensiune toata aparatura electrica din Spatiul Inchiriat, cu exceptia aparaturii prevazute sa functioneze in regim continuu si sa lase Spatiul Inchiriat in deplina siguranta.
- 2.3.20. Orice eveniment in care sunt implicati salariatii Chiriasului in Spatiul Inchiriat va fi anuntat, cercetat si inregistrat de Chirias.
- 2.3.21. Pentru lucrarile de constructii, modernizare defasurate in Spatiul Inchiriat, Chiriasul va instrui echipele care vor executa lucrarile respective asupra normelor privind siguranta si securitatea in munca si asupra pericolelor si riscurilor existente si va solicita aprobare pentru desfasurarea lucrarilor respective de la Proprietar. Chiriasul are, de asemenea, obligatia sa incheie o polita de asigurare pentru constructii "toate riscurile", valabila pe toata durata executarii lucrarilor de amenajare/ modificare in Spatiul Inchiriat. Pentru desfasurarea de lucrari cu foc deschis sau care produc scantei, Chiriasul va solicita Proprietarului eliberarea permisului de lucru cu foc deschis.
- 2.3.22. Chiriasii declara ca au fost informati pe deplin asupra reglementarilor locale in domeniul apararii impotriva incendiilor si care sunt aplicabile Spatiilor Inchiriate ale acestora si Centrului Comercial. Chiriasii se obliga prin prezenta sa respecte si sa asigure respectarea de catre personalul, angajatii, subcontractorii si muncitorii acestora

cu toate regulile stabilite de catre Proprietar si in conformitate cu prevederile legislative in domeniul apararii impotriva incendiilor.

2.3.23 The Tenant shall observe the minimum distance between the stored goods and the nozzle of the nearest water head, i.e. 60 cm, as required by the insurance companies (in order to ensure the operation of the sprinklers system).

2.3.24 Portable fire extinguishers must be easily accessible at all times and placed in visible locations. Tenants are liable to ensure, under all circumstances, the proper running of all portable fire extinguishers, their regular maintenance, and continuing control by the relevant fire technician. Also, Tenants must perform the regular maintenance and inspection of fire extinguishers by a specialised and authorised company in this regard, according to the relevant applicable regulations.

2.3.25 It is strictly prohibited to bring in the Commercial Centre or to keep in the Leased Premises, the Common Areas and Parts any goods that might cause the risk of fire or explosion (gas canisters, flammable gas tanks, explosives, ammunition etc.), except for merchandise, subject to Landlord's prior consent. Special rules may be applied to restaurants' Leased Premises (for gas network for example), as such rules may be reasonably enforced by the Landlord or the Centre Manager from time to time.

2.3.23. Chiriasul va respecta distanta minima dintre marfa depozitata si duza celui mai apropiat echipament de conectare la sistemul de alimentare cu apa sa fie de 60 cm, dupa cum aceasta este impusa de societatile de asigurare (in scopul asigurarii functionarii sistemului de sprinklere).

2.3.24. Extinctoarele portabile vor fi accesibile cu usurinta in orice moment si vor fi plasate in locatii vizibile. Chiriasii sunt responsabili de asigurarea, in orice situatie, a functionarii corespunzatoare pentru toate extinctoarele, pentru intretinerea lor curenta si pentru control permanent de catre tehnicianul specializat. De asemenea, Chiriasii au obligatia mentenantei si reviziei periodice a extinctoarelor de catre o societate specializata si autorizata in acest sens, conform normativelor aplicabile in materie.

2.3.25. Se interzice in mod expres introducerea in Centrul Comercial sau depozitarea in Spatii Inchiriate, Spatiile si Partile Comune a oricaror bunuri care pot implica riscuri de incendiu sau explozie (recipiente de benzina, recipiente cu gaz inflamabil, explozibil, munitie, etc), cu exceptia marfii, sub conditia obtinerii acordului prealabil al Chiriasului. Pot fi impuse reguli speciale pentru restaurante din cadrul Spatiilor Inchiriate (de exemplu, pentru alimentarea cu gaz), asa cum aceste reguli pot fi puse in aplicare in mod rezonabil de Proprietar sau de Administartorul Centrului Comercial la anumite intervale de timp.

- 2.3.26 The Tenants and the Landlord agree that the Tenants shall perform all duties regarding the fire prevention in the Leased Premises in accordance with the applicable regulations.
- 2.3.27 The Tenants shall provide the Landlord all necessary assistance to fulfil its obligations described above.
- 2.3.28 Depending on their fitting out (false ceilings, kitchen etc.) and their range of activities, the Tenants shall install secondary networks connected to the main system. Such fire protection works shall be only performed by Landlord's designated or approved contractors at the costs of the Tenants.

### ARTICLE 3

The provisions of this Section are valid throughout the validity term of the Lease Agreement and shall be rightfully supplemented by the applicable legal provisions.

### SECTION IV

#### FINAL MEASURES AND MODIFICATIONS

##### ARTICLE 14 - SANCTIONS

1. Regarding the infringement of provisions in Art. 1 (Opening Hours): EUR 100/ event;
2. Regarding the infringement of provisions in Art. 2 (Delivery of supplies): EUR 250/ event;

2.3.26. Chiriasii si Proprietarul agreeaza faptul ca Chiriasii isi vor indeplini toate obligatiile legate de prevenirea incendiilor in Spatiile Inchiriate, in conformitate cu regulile aplicabile.

2.3.27. Chiriasii vor pune la dispozitia Proprietarului toata asistenta necesara in vederea indeplinirii obligatiilor de mai sus.

2.3.28. In functie de tipul amenajarii interioare (tavane false, bucatarie, etc.) si de domeniul de activitate, Chiriasii vor instala retele secundare conectate la sistemul principal. Aceste lucrari de prevenire a incendiilor vor fi realizate numai de prestatori desemnati sau aprobati de Proprietar, pe cheltuiala Chiriasilor.

### ARTICOLUL 3

Prevederile prezentei Sectiuni sunt valabile pe toata perioada de valabilitate a Contractului de Inchiriere si se completeaza de drept cu dispozitiile legale aplicabile.

### SECTIUNEA IV

#### PREVEDERI FINALE SI MODIFICARI

##### ARTICOLUL 14 - SANCTIUNI

1. Referitor incalcare prevederi Art. 1 (Orele de deschidere): 100 EUR/ eveniment;
2. Referitor incalcare prevederi Art. 2 (Aprovizionare cu marfa): 250 EUR/ eveniment;

3. Regarding the infringement of provisions in Art. 3 (Use of Common Areas and Parts): EUR 400/ event;
4. Regarding the infringement of provisions in Art. 4 (Car Parking Spaces) EUR 100/ event;
5. Regarding the infringement of provisions in Art. 5 (Shopping Trolleys): EUR 50/ event;
6. Regarding the infringement of provisions in Art. 6 (General Obligations): EUR 2,000/ event;
7. Regarding the infringement of provisions in Art. 7 (Tenants' Works): EUR 2,000/event or EUR 100/day of delay;
8. Regarding the infringement of provisions in Art. 8 (Landlord's Works): EUR 1,000/ event;
9. Regarding the infringement of provisions in Art. 9 (Maintenance and Cleaning): EUR 400/ event;
10. Regarding the infringement of provisions in Art. 10 (Other Technical Regulations and Requirements): EUR 500/ event;
11. Regarding the infringement of provisions in Art. 10.1 (Air-conditioning): EUR 400/day of downtime;
12. Regarding the infringement of provisions in Art. 11 (Staff): EUR 200/ event;
13. Regarding the infringement of provisions in Art. 12 (Store Sign-Advertising): EUR 300/ event;
14. Regarding the infringement of provisions in Art. 13 (Other Regulations): EUR 200/ event;
15. Regarding the infringement of Section III - EUR 2,000/event or EUR 100/day of delay.

3. Referitor incalcare prevederi Art. 3 (Utilizarea Spatiilor si Partilor comune): 400 EUR/ eveniment;
4. Referitor incalcare prevederi Art. 4 (Locurile de parcare): 100 EUR/ eveniment;
5. Referitor incalcare prevederi Art. 5 (Carucioarele de Cumparaturi): 50 EUR/ eveniment;
6. Referitor incalcare prevederi Art. 6 (Obligatii Generale): 2.000 EUR/ eveniment;
7. Referitor incalcare prevederi Art. 7 (Lucrarile Chiriasilor): 2.000 EUR/ eveniment sau 100 EUR/ zi de intarziere;
8. Referitor incalcare prevederi Art. 8 (Lucrarile Proprietarului): 1.000 EUR/ eveniment;
9. Referitor incalcare prevederi Art. 9 (Intretinere si Curatenie): 400 EUR/ eveniment;
10. Referitor incalcare prevederi Art. 10 (Alte Prevederi si Reguli Tehnice): 500 EUR/ eveniment;
11. Referitor incalcare prevederi Art. 10.1 (Climatizarea): 400 EUR/ zi de nefunctionare;
12. Referitor incalcare prevederi Art. 11 (Personalul): 200 EUR/ eveniment;
13. Referitor incalcare prevederi Art. 12 (Sigla Magazinului-Publicitate): 300 EUR/ eveniment;
14. Referitor incalcare prevederi Art. 13 (Prevederi Diverse): 200 EUR/ eveniment;
15. Referitor incalcare prevederi Sectiunea III - 2.000 EUR/ eveniment sau 100 EUR/ zi de intarziere.

The application of penalties provided in these Regulations shall not affect the obligation of the Tenant to repair any damage caused by failure of the Tenant to

Aplicarea sanctiunilor prevazute de prezentul Regulament nu anuleaza/ afecteaza obligatia Chiriasului de a repara orice prejudiciu cauzat din

comply with any obligations/provisions under these Regulations and/or the Lease Agreement and/or obligation to pay any other amounts provided by the Lease Agreement.

Tenants shall maintain and operate their Leased Premises in a consistent manner of high - level quality and standards in order to create good domestic and international reputation for the Commercial Centre.

For this purpose, the Landlord is entitled to unilaterally amend the Regulations, whenever necessary, for alignment to legal provisions, to improve the coexistence and to create a peaceful cooperation environment, to allow the performance of a balanced activity and to maintain the standards of the Commercial Centre without requiring the Tenants to sign again for the new amendments to these Regulations. The Landlord/Centre Manager shall notify the Tenants with respect to all the amendments to these Regulations.

The instructions and stipulations of the amended Regulations shall be applicable to and observed by visitors, customers and Tenants, provided that the Landlord shall notify to the Tenants the modified Regulations.

These Regulations have been drawn up in Romanian.

The parties declare that they agree with the contents of the Regulations and they agree to observe all liabilities and obligations contained herein.

nerespectarea de catre Chirias a oricaror obligatii/ prevederi prevazute de prezentul Regulament si/sau de Contractului de Inchiriere si/sau obligatia de a plati orice alte sume prevazute de Contractul de Inchiriere.

Chiriasii vor pastra si folosi Spatiile Inchiriate intr-o maniera corespunzatoare, la un nivel de calitate si standarde superioare, pentru a pastra reputatia pe plan intern si international a Centrului Comercial.

In acest scop, Proprietarul este indreptatit sa modifice unilateral Regulamentul, ori de cate ori este necesar, pentru punerea in concordanta cu prevederi din acte normative, pentru a imbunatati coexistenta si a crea un climat de cooperare pasnic, pentru a permite desfasurarea unei activitati echilibrate si a mentine standardele Centrului Comercial, fara a solicita Chiriasilor sa semneze din nou modificarile aduse prezentului Regulament. Proprietarul/ Administratorul Centrului Comercial ii va notifica pe Chiriasi in legatura cu toate modificarile aduse prezentului Regulament.

Instructiunile si prevederile Regulamentului modificat vor fi aplicabile pentru si vor fi respectate de vizitatori, clienti si Chiriasi, sub conditia ca Proprietarul sa notifice Chiriasilor Regulamentul modificat.

Prezentul Regulament a fost intocmit in limba romana.

Partile declara ca au agreeat continutul prezentului Regulament si au convenit sa respecte toate obligatiile asumate in prezentul.

|                                                                                                                           |                                                                                                                                            |
|---------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Annex: Template of the temporary access permit to be issued by the Centre Manager.</b><br><br><b>Permit No.:</b> _____ | <b>Anexa: Model al permisului de acces temporar care va fi emis de Administratorul Centrului Comercial.</b><br><br><b>Permis Nr:</b> _____ |
| <b>Name/Nume:</b> _____                                                                                                   | <b>Date/Data:</b> _____                                                                                                                    |
| <b>Company/ Societatea:</b> _____                                                                                         |                                                                                                                                            |
| <b>Access TO/ Acces la:</b> _____                                                                                         |                                                                                                                                            |
| <b>Period/ Perioada:</b> _____                                                                                            |                                                                                                                                            |
| <b>Date/Data From/De la:</b> _____                                                                                        | <b>Until/Până la:</b> _____                                                                                                                |
| <b>Nature of access/ Natura accesului:</b> _____                                                                          |                                                                                                                                            |
| <b>Keys required/ Chei necesare:</b> _____                                                                                |                                                                                                                                            |
| <b>Delivered/ Predat:</b> _____<br><br><b>Authorised by/ Autorizat de:</b> _____                                          |                                                                                                                                            |

## SECTION V

### I. DEFINITIONS

This Sustainability Appendix uses the following terminology:

1. Building and/ or Commercial Center and/ or Center: the building where the leased premises are located;
2. Center Manager: person in charge with the management of the Building;
3. Data: the data referring to consumption metrics of the Tenant, such as:
  - energy consumption/sqm (electric energy, natural gas, district heating), with separate metrics for energy from renewable sources, as well as fuel consumption, in case of existence of a power generator supply;
  - water consumption/sqm;
  - CO2 emissions/ environmental footprint;
  - total generated waste and recycling rate.
4. Environmental laws: relevant laws applicable in the Environmental field;
5. Environmental Performance: all or any of the following arising from the operation or use of the Premises and/or the Building:
  - a. energy consumption,
  - b. water consumption and discharge,
  - c. waste generation and management,
  - d. generation and/or emission of greenhouse gases,
  - e. other adverse environmental impacts.
6. Landlord's sustainability policies & procedures: Environmental Policy, Environmental Procedure and Sustainable Procurement Policy;
7. Lease and/ or Lease Agreement: the agreement regarding the lease of the Premises by the Tenant;

## SECTIUNEA V

### I. DEFINIȚII

Acesta Anexa de Sustenabilitate folosește următoarea terminologie:

1. Clădire și/sau Centru Comercial/ și/sau Centru: imobilul în care se află Spațiile Inchiriate;
2. Manager Centru: persoana responsabilă cu administrarea Clădirii;
3. Date: datele care se referă la valorile de consum ale Chiriașului, cum ar fi:
  - consumul de energie/mp (energie electrică, gaze naturale, termoficare), cu contoare separate pentru energia din surse regenerabile, precum și consumul de combustibil, în cazul existenței unei alimentări cu generator.
  - consum de apă/mp;
  - emisii de CO2/ amprenta asupra mediului;
  - deșeurile totale generate și rata de reciclare.
4. Legile mediului: legi relevante aplicabile în domeniul mediului;
5. Performanța de Mediu: toate sau oricare dintre următoarele care decurg din exploatarea sau utilizarea Spațiului Inchiriat și/sau a Clădirii:
  - a. consumul de energie,
  - b. consumul și evacuarea apei,
  - c. generarea și gestionarea deșeurilor,
  - d. generarea și/sau emisia de gaze cu efect de seră;
  - e. alte efecte negative asupra mediului.
6. Politici și proceduri de sustenabilitate ale Proprietarului: Politica de mediu, Procedura de mediu și Politica de achiziții sustenabile;
7. Contract și/sau Contract de închiriere: contractul privind închirierea Spațiului Inchiriat de către Chiriaș;

8. Parties: the Landlord and the Tenant, together;  
9. Premises: the premises leased by the Tenant in the Commercial Center.

## II. GENERAL

1. The Landlord has undertaken to develop comprehensive and ambitious policies and procedures for the management and improvement of the Environmental Performance of the Building, to cover all activities related to the construction and/ or renovation of the Center, all works carried out within the Center, as well as the operation of the Center and the means of transport used to access the Center. Further details relative to Sustainability matters can be found at <https://nepirockcastle.com/sustainability/focus-and-performance/>
2. In particular, Landlord aims to reduce water, gas and energy consumption and to promote the use of renewable energy, to reduce the volume of waste and increase its re-use potential, to promote sustainable or collective modes of transport and to use more environmentally - friendly construction materials in the Commercial Center.
3. Landlord together with all tenants which are present in the Commercial Center are playing a decisive role in reducing the environmental impact of the Building's operations, as well as in maintaining and improving the existing Environmental Performance of the Building.
4. Therefore, it is essential that all efforts made to reduce the carbon footprint of the Commercial Center are aligned and coordinated between the Parties. As such, the purpose of this Sustainability Appendix is to provide a roadmap for such cooperation between the Parties.

8. Părți: Proprietarul și Chiriașul, împreună;  
9. Spatiul Inchiriat: spatiul închiriat de Chirias în Centrul Comercial.

## II. GENERALITATI

1. Proprietarul s-a angajat să elaboreze politici și proceduri cuprinzătoare și ambițioase pentru managementul și îmbunătățirea Performanței de Mediu a Clădirii, care să acopere toate activitățile legate de construcția și/sau renovarea Centrului, toate lucrările efectuate în cadrul Centrului, precum și funcționarea Centrului și a mijloacelor de transport utilizate pentru accesul în Centru. Mai multe detalii referitoare la problemele de sustenabilitate pot fi găsite la <https://nepirockcastle.com/sustainability/focus-and-performance/>
2. În special, Proprietarul urmărește să reducă consumul de apă, gaz și energie și să promoveze utilizarea energiei regenerabile, să reducă volumul deșeurilor și să crească potențialul de reutilizare a acestora, să promoveze moduri de transport sustenabile sau transport în comun și să utilizeze mai mult materiale de construcție ecologice în Centrul Comercial.
3. Proprietarul împreună cu toți chiriașii prezenți în Centrul Comercial joacă un rol decisiv în reducerea impactului asupra mediului al operațiunilor Clădirii, precum și în menținerea și îmbunătățirea Performanței de Mediu existente a Clădirii.
4. Prin urmare, este esențial ca toate eforturile depuse pentru reducerea amprentei de carbon a Centrului Comercial să fie aliniate și coordonate între Părți. Ca atare, scopul acestei Anexe de Sustenabilitate este de a oferi coordonatele pentru o astfel de cooperare între Părți.

### III. COOPERATION. DATA SHARING

1. The Parties to the Lease Agreement shall cooperate in good faith in their contractual relationships to conserve and improve the Environmental Performance of the Building and of the Premises.
2. To this end, environmental, social and governance factors shall be taken into consideration when using and operating the Leased Premises by the Tenant. The Tenant shall refrain from any actions that could be detrimental to the certification of the Building.
3. The Landlord undertakes to ensure an open line of correspondence between tenants and the Center Manager for sustainability related topics, for the purpose of sharing information, reviewing Environmental Performance and identifying opportunities for improvement of the Environmental Performance of the Building.
4. In general, the Premises are equipped with sub-meter or check meter to monitor the consumption of gas, electricity or other energy or utility supplied to the Premises, if such utilities can have separate meters.

Where Tenant installs such meters in the Premises, the carrying out of such works shall neither impair the continuity of supply nor have any adverse effect on the supply of gas, electricity or other utility to the Building and will not cause a breach of the terms of supply to the Building of gas, electricity or other utility, as the case may be; the consent of the Landlord should be obtained in advance.

5. The Tenant will analyse the evolution of its consumption from one period to another; the results of these analyses will be shared with the Landlord and can be used to establish or adjust the measures in place for reduction of the Center's environmental footprint. The Landlord will undertake the same analysis for the Center.

### III. COOPERARE. DISTRIBUIREA DATELOR

1. Părțile Contractului de Inchiriere vor coopera cu bună-credință în relațiile lor contractuale pentru a conserva și îmbunătăți Performanța de Mediu a Clădirii și a Spațiilor Inchiriate.
  2. În acest scop, factorii de mediu, sociali și de guvernare vor fi luați în considerare la utilizarea și exploatarea Spațiului Închiriat de către Chiriaș. Chiriașul se va abține de la orice acțiuni care ar putea dăuna certificării Clădirii.
  3. Proprietarul se angajează să asigure un canal de comunicare între chiriași și Managerul Centrului pentru subiecte legate de sustenabilitate, în scopul schimbului de informații, revizuirii Performanței de Mediu și identificării oportunităților de îmbunătățire a Performanței de Mediu a Clădirii.
  4. În general, Spațiile Inchiriate sunt dotate cu subcontor sau contor de control pentru monitorizarea consumului de gaz, electricitate sau altă energie sau utilități furnizate către Spațiul Inchiriat, dacă astfel de utilități pot avea contoare separate.  
În cazul în care Chiriașul instalează astfel de contoare în Spațiul Inchiriat, efectuarea unor astfel de lucrări nu va afecta nici continuitatea furnizării și nici nu va avea niciun efect negativ asupra furnizării de gaz, electricitate sau alte utilități către Clădire și nu va cauza o încălcare a condițiilor furnizării Clădirii cu gaz, electricitate sau altă utilitate, după caz; consimțământul Proprietarului trebuie obținut în prealabil.
- Chiriașul va analiza evoluția consumului său de la o perioadă la alta; rezultatele acestor analize vor fi furnizate Proprietarului și pot fi utilizate pentru a stabili sau ajusta măsurile existente pentru reducerea amprenteii asupra mediului a Centrului. Proprietarul va efectua aceeași analiză pentru Centru.

6. The Tenant will share the Data it holds relating to its operations in the Premises and/or the Building directly or through the Landlord's Building systems and/ or as per Landlord's internal operating procedures. This Data will be shared on a regular basis and in the format decided and/ or requested by the Landlord, with the Center Manager and with any third party determined by the Landlord to receive such Data for reporting purposes.

7. The Landlord can use such Data for the purposes of:

- a. monitoring and improving the Environmental Performance of the Premises and/or the Building and/or
- b. measuring the Environmental Performance of the Premises and/or the Building against any agreed targets;
- c. all reporting requirements of the Landlord and its affiliates.

8. The recipient of shared Data shall keep it confidential and shall not disclose it to any other person except:

- to any of their agents, consultants or contractors who need to have such information for the purposes of this Appendix and who shall keep it confidential;
- where required to do so by law and/ or statutory obligation of disclosure; or
- with the written consent of the Party which supplied the shared Data.

#### IV. PARTICULAR AREAS WITH ENVIRONMENTAL IMPACT

##### 1. ENERGY CONSUMPTION

a) Where possible, the Parties shall make use of natural lighting/luminaires instead of artificial lighting;

6. Chiriașul va transmite Datele pe care le deține referitoare la operațiunile sale în Spațiul Inchiriat și/sau Clădire direct sau prin sistemele de monitorizare din clădire ale Proprietarului și/sau conform procedurilor interne de operare ale Proprietarului. Aceste Date vor fi transmise în mod regulat și în formatul stabilit și/sau solicitat de Proprietar, cu Managerul Centrului și cu orice terță parte determinată de Proprietar să primească astfel de Date în scopuri de raportare.

7. Proprietarul poate folosi astfel de Date în scopul:

- a. monitorizării și îmbunătățirii Performanței de Mediu a Spațiului Inchiriat și/sau Clădirii și/sau
- b. măsurării Performanței de Mediu a Spațiului Inchiriat și/sau Clădirii în raport cu obiectivele stabilite;
- c. cerințelor de raportare ale Proprietarului și ale afiliaților săi.

8. Destinatarii Datelor transmise va păstra confidențialitatea și nu le va dezvălui niciunei alte persoane, cu excepția:

- oricăruia dintre agenții, consultanții sau contractanții săi care trebuie să aibă astfel de informații în scopul prezentei Anexe și care le vor păstra confidențiale;
- în cazul în care acest lucru este impus prin lege și/sau obligația legală de divulgare; sau
- cu acordul scris al Părții care a furnizat Datele transmise.

#### IV. ZONE PARTICULARE CU IMPACT DE MEDIU

##### 1. CONSUMUL DE ENERGIE

a) Acolo unde este posibil, Părțile vor utiliza iluminatul natural în locul iluminatului artificial;

- b) Where there is a need for artificial lighting, the Parties shall make use exclusively of LED fixtures;
  - c) The Tenant shall install A class equipment in the Premises;
  - d) Where appropriate, the Parties shall cooperate to install motion and daylight sensors to control lighting;
  - e) The tenants shall setup the heating & cooling parameters according to the Landlord's indications, but taking into consideration the specificities of their business activity;
  - f) Tenant shall not permit heaters, coolers or other energy-intensive equipment to be installed or used in the Premises. Any such equipment that is placed in the Premises with the Landlord's consent shall operate on sensors and timers that will limit the operation of equipment.
- g) On a regular basis, the Tenant shall conduct installation loading tests to attest that no extra charge is executed on the electrical installation which could lead on fire incidents.

## 2. WATER CONSUMPTION AND DISCHARGE

- a) The Landlord and the Tenant shall cooperate for installing rainwater capturing and treatment systems and to use rainwater for their operations (where possible). Moreover, the Landlord and the Tenant will make use of water efficient equipment (e.g. sensor taps, economic water diffusers, economic water flushers for toilets etc.).
- b) Tenant shall not to use any plumbing facilities for any purpose other than that for which they were constructed.
- c) Use of lost-water systems for air-conditioning or refrigeration is strictly forbidden. In the event of the presence of such equipment, the Tenant shall replace any such equipment at the Tenant's own expense, upon the Landlord's request.

- b) În cazul în care este nevoie de iluminare artificială, Părțile vor utiliza exclusiv corpuri LED;
  - c) Chiriașul va instala echipamente de clasa A în Spațiul Inchiriat;
  - d) După caz, Părțile vor coopera pentru a instala senzori de mișcare și de lumină naturală pentru controlul iluminatului;
  - e) Chiriașii vor configura parametrii de încălzire și răcire conform indicațiilor Proprietarului, dar ținând cont de specificul activității lor de afaceri;
  - f) Chiriașul nu va permite instalarea sau folosirea de încălzitoare, răcitoare sau alte echipamente energofage în Spațiul Inchiriat. Orice astfel de echipament care este amplasat în Spațiul Inchiriat cu acordul Proprietarului va funcționa cu senzori și temporizatoare care vor limita funcționarea echipamentului.
- g) În mod regulat, Chiriașul va efectua teste de încărcare a instalației pentru a atesta că nu se exercita nicio sarcina suplimentară asupra instalației electrice care ar putea duce la incendii.

## 2. CONSUMUL ȘI EVACUAREA APEI

- a) Proprietarul și Chiriașul vor coopera pentru instalarea sistemelor de captare și tratare a apei pluviale și pentru utilizarea apei pluviale pentru operațiunile lor (acolo unde este posibil). Mai mult, Proprietarul și Chiriașul vor utiliza echipamente eficiente din punct de vedere al consumului de apă (de exemplu, robinete cu senzor, difuzoare de apă economice, spălătoare de apă economice pentru toalete etc.)
- b) Chiriașul nu trebuie să folosească instalațiile sanitare în alt scop decât cel pentru care au fost construite.
- c) Utilizarea sistemele care folosesc apa provenita de climatizare sau refrigerare este strict interzisă. În cazul unui astfel de echipament, Chiriașul va înlocui orice astfel de echipament pe cheltuiala proprie a Chiriașului, la cererea Proprietarului.

d) The Tenant shall control its water consumption and use eco-labelled cleaning products.

e) The Tenant and the Landlord shall take the necessary measures to detect leaks, by way of regular monitoring and checks. The Tenant shall keep Landlord informed and put in place corrective measures if a leak occurs in its Premises.

### 3. WASTE GENERATION AND MANAGEMENT

a) Tenant shall comply with all present and future regulations of the governing authorities and legal provisions regarding the collection, sorting, separation, composting and recycling of trash and shall comply with Landlord's waste and recycling policies.

b) The Tenant will install in its Premises recycling bins and all its employees will separate the waste before disposal and as a good practice to implement waste disposal bags, adequate for recycling fractions according to local regulations.

c) Moreover, the Tenant shall: (i) purchase eco-friendly consumables and re-use schemes with suppliers for products and packaging, (ii) re-use materials (when and where possible), (iii) avoid the use of plastic wrapping, foam boxes and excessive packaging and (iv) promote and provide reusable shopping bags for the customers.

d) Tenant shall provide Landlord annually or at such other times as Landlord may reasonably request with waste reports for all waste that left the Building under Tenant's control, including off-site paper shredding, (non-hazardous) industrial waste, food waste and electronic waste or other types of waste generated in the Leased Premises according to the permitted use.

e) Landlord reserves the right to refuse to collect or accept from Tenant any trash that is not separated and sorted as required by law or by Landlord's own sustainability practices and/ or policies.

d) Chiriaşul îşi va controla consumul de apă şi va folosi produse de curăţare etichetate ecologic.

e) Chiriaşul şi Proprietarul vor lua măsurile necesare pentru detectarea scurgerilor, prin monitorizare şi verificări periodice. Chiriaşul va informa Proprietarul şi va pune în aplicare măsuri corective în cazul în care apare o scurgere în Spaţiul Inchiriat.

### 3. GENERAREA ŞI GESTIONAREA DEŞEURILOR

a) Chiriaşul va respecta toate reglementările prezente şi viitoare ale autorităţilor guvernamentale şi prevederile legale privind colectarea, sortarea, separarea, compostarea şi reciclarea gunoiului şi va respecta politicile Proprietarului privind deşeurile şi reciclarea.

b) Chiriaşul va instala în Spaţiul Inchiriat coşuri de gunoi de reciclare şi toţi angajaţii săi vor separa deşeurile înainte de eliminare şi ca o bună practică se va implementa folosirea de saci de eliminare a deşeurilor, adecvati pentru reciclarea fracţiilor, conform reglementărilor locale.

c) În plus, Chiriaşul: (i) va achiziţiona consumabile ecologice şi scheme de reutilizare cu furnizorii pentru produse şi ambalaje, (ii) va reutiliza materialele (când şi acolo unde este posibil), (iii) va evita utilizarea ambalajelor de plastic, cutii de spumă şi ambalaje excesive şi (iv) va promova şi oferi clienţilor pungi de cumpărături reutilizabile.

d) Chiriaşul va furniza Proprietarului anual sau în orice de câte ori solicita în mod rezonabil Proprietarul, rapoarte privind deşeurile pentru toate deşeurile care au fost generate şi colectate din Clădire sub controlul Chiriaşului, inclusiv tocarea hârtiei, deşeurile industriale (nepericuloase), deşeurile alimentare şi deşeurile electronice sau alte tipuri de deşeuri generate în Spaţiile Inchiriate conform utilizării permise.

e) Proprietarul îşi rezervă dreptul de a refuza să colecteze sau să accepte de la Chiriaş orice deşeuri care nu sunt separate şi sortate conform legii sau a practicilor şi/ sau politicilor proprii de sustenabilitate ale Proprietarului.

#### 4. FIT-OUT WORKS. ALTERATIONS AND REPAIRS. MATERIALS

For the fitting works and any alteration works carried out by the Tenant, without prejudice to applicable regulatory constraints, including public safety regulations, the Tenant shall (i) promote an eco-design approach, (ii) choose eco-friendly materials, eco-certified wood and timber (iii) use durable, reusable and recyclable materials, (iv) use low emissions adhesives (e.g. water based), (v) not affix any floor covering to any floor of the Premises with adhesive of any kind without obtaining Landlord's written consent and shall choose low emissions carpet installations, reducing the level of volatiles and dust, (vi) use paints with no volatile organic compounds (VOC) emissions and (vii) shall handle the large amounts of waste with the observance of the Lease Agreement, the fit-out manual and/or the Internal Regulations, or otherwise established by the Landlord.

#### 5. MAINTENANCE

In the event of a replacement of a technical equipment, Tenant shall install only an A class new equipment to improve the energy efficiency in the Premises.

#### 6. CLEANING MATERIALS

The Tenant shall use as cleaning materials in the Premises, only eco-friendly cleaning products, with neutral PH, with non hazardous ingredients.

#### 7. NOISE MANAGEMENT

The Parties shall cooperate in order to reduce noise produced by their operations, operation and cleaning processes, as well as any other processes performed in the Premises and/ or the Building.

#### 8. TRANSPORT

a) The Landlord promotes the facilitation of alternative modes of transport relevant for the Center. The Tenant is also invited to participate and to

#### 4. LUCRĂRI DE AMENAJARE. MODIFICARI ȘI REPARAȚII. MATERIALE

Pentru lucrările de amenajare și orice lucrări de modificare efectuate de Chiriaș, fără a aduce atingere reglementarilor aplicabile, inclusiv reglementărilor de siguranță publică, Chiriașul (i) va promova un tip de proiectare ecologică, (ii) va alege materiale ecologice, lemn și cherestea certificate ecologic (iii) va folosi materiale sustenabile, reutilizabile și reciclabile, (iv) va utiliza adezivi cu emisii reduse (de exemplu, pe bază de apă), (v) nu va lipi niciun tip de pardoseala pe podeaua Spațiului Inchiriat cu adezivi de niciun fel, fără a obține autorizația Proprietarului în scris, și va alege să instaleze pardoseli cu emisii reduse, reducând nivelul de substanțe volatile și praf, (vi) va utiliza vopsele fără emisii de compuși organici volatili (COV) și (vii) va gestiona cantitățile mari de deșeuri cu respectarea Contractului de închiriere, manualul de amenajare și/sau Regulamentul de Ordine Interioara, sau după cum este stabilit în alt mod de către Proprietar.

#### 5. ÎNTREȚINERE

În cazul înlocuirii unui echipament tehnic, Chiriașul va instala numai echipamente noi de clasă A pentru îmbunătățirea eficienței energetice în Spațiul Inchiriat.

#### 6. MATERIALE DE CURATARE

Chiriașul va folosi ca materiale de curatenie în Spațiul Inchiriat numai produse de curatenie ecologice, cu PH neutru, cu ingrediente nepericuloase.

#### 7. MANAGEMENTUL ZGOMOTULUI

Părțile vor coopera pentru a reduce zgomotul produs de funcționarea lor, de activitățile de operare și de curatenie, precum și de către orice alte procese efectuate în Spațiul Inchiriat și/sau Clădire.

#### 8. TRANSPORT

a) Proprietarul promovează facilitarea unor moduri alternative de transport relevante pentru Centru. Chiriașul este, de asemenea, invitat să participe și

encourage its employees and visitors to use public transport, sustainable transport (bicycle etc.), carpooling or other alternative transport.

b) The Landlord shall provide (where possible) bicycle and electric scooters storage (racks) and charging points, either at the entrances of the Building or within the Building, as decided by the Landlord.

c) Landlord may establish preferred parking programs for hybrid and alternative fuel vehicles in the Building and install electric car charging stations in the Building (where possible) for the use by tenants, their employees and their visitors.

## V. COMMON UNDERTAKINGS

1. The Landlord and the Tenant shall respect any and all Environmental Laws applicable to their businesses and operations, and those applicable to the Premises and/ or the Building.

2. The Parties shall cooperate to ensure awareness campaigns are delivered to the relevant communities regarding sustainability matters.

## VI. OTHER PROVISIONS

1. In the event any provision of this Appendix is found to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect the validity, legality, and enforceability of the remainder of the Appendix.

să-și încurajeze angajații și vizitatorii să folosească transportul public, transportul sustenabil (bicicletă etc.), folosirea masinilor în comun sau alte mijloace de transport alternativ.

b) Proprietarul va pune la dispoziție (acolo unde este posibil) parcare pentru depozitarea bicicletelor și trotinetelor electrice (rack) și stații de încărcare, fie la intrările în Clădire, fie în interiorul Clădirii, conform deciziei Proprietarului.

c) Proprietarul poate stabili programe de parcare preferențiale pentru vehiculele hibride și cu combustibil alternativ în Clădire și poate instala stații de încărcare pentru mașini electrice în Clădire (acolo unde este posibil) pentru utilizarea de către chiriași, angajații acestora și vizitatorii acestora.

## V. ANGAJAMENTE COMUNE

1. Proprietarul și Chiriașul vor respecta toate legile de mediu aplicabile afacerilor și operațiunilor lor, precum și cele aplicabile Spațiului Inchiriat și/sau Clădirii.

2. Părțile vor coopera pentru a se asigura că sunt desfășurate campanii de conștientizare în comunitățile relevante cu privire la aspectele de sustenabilitate.

## VI. ALTE DISPOZIȚII

1. În cazul în care orice prevedere a acestei Anexe este considerată invalidă, ilegală sau inaplicabilă în orice privință, o astfel de invaliditate, ilegalitate sau inaplicabilitate nu va afecta valabilitatea, legalitatea și caracterul executoriu al restului Anexei.

2. This Appendix forms an integral and inseparable part to the Annex-Internal Regulation to the Lease Agreement. In case of conflict, the relevant provisions of the Lease Agreement shall apply.

2. Prezenta Anexă face parte integrantă și inseparabilă din Anexa - Regulamentul de Ordine Interioara la Contractul de închiriere. În caz de conflict, se vor aplica prevederile relevante ale Contractului de închiriere.

## Anexa 5

### PROCES-VERBAL DE PREDARE – PRIMIRE

Data: [●]

Incheiat intre:

- (1) S.C. [●] S.R.L., o societate cu raspundere limitata, cu sediul social in Bucuresti, [●], inregistrata la Registrul Comertului sub nr. [●], avand cod unic de inregistrare [●], reprezentata de dl. [●], denumita in cele ce urmeaza „**Proprietarul**”

si

- (2) [●] S.R.L., o societate cu raspundere cu sediul social in Bucuresti, [●], inregistrata la Registrul Comertului sub nr. [●], cod unic de inregistrare [●], reprezentata de dl. [●] in calitate de [●], denumita in cele ce urmeaza „**Chiriasul**”,

Proprietarul si Chiriasul vor fi denumiti in cele ce urmeaza, impreuna, „**Partile**”.

#### AVAND IN VEDERE CA:

- (A) La data de [●] Proprietarul a incheiat cu Chiriasul un contract de inchiriere („**Contractul de Inchiriere**”) in baza caruia Proprietarul a convenit sa puna la dispozitia Chiriasului anumite spatii in cadrul [●].
- (B) In conformitate cu dispozitiile Contractului de inchiriere, predarea Spatiului Inchiriat va avea loc pe baza unui proces verbal de predare-primire semnat de reprezentantii autorizati ai Partilor.

In consecinta, Proprietarul si Chiriasul au incheiat prezentul proces verbal prin care, in urma unei inspectii detaliate a Spatiului Inchiriat, confirma urmatoarele:

1. Chiriasul a preluat Spatiul Inchiriat incepand cu data de *[data semnarii procesului verbal]*, pentru intreaga durata a Contractului de Inchiriere.

## Annex 5

### DELIVERY PROTOCOL

Date: [●]

Concluded by and between

- (1) S.C. [●] S.R.L., a limited liability company having headquarters in Bucharest, [●], registered with the Trade Registry under no. [●], sole registration code [●], represented by Mr. [●], hereinafter referred to as the “**Landlord**”

and

- (2) [●] S.R.L., a limited liability company having headquarters in Bucharest, [●] registered with the Trade Registry under no. [●], sole registration code [●], represented by Mr. [●], in his quality of [●], hereinafter referred to as the “**Tenant**”,

The Landlord and the Tenant shall be hereinafter together referred to as the “**Parties**”.

#### WHEREAS:

- (A) On [●] the Landlord has concluded with the Tenant a lease agreement (the “**Lease Agreement**”), according to which the Landlord has agreed to lease to the Tenant certain areas in [●].
- (B) In accordance with the Lease Agreement, the handover of the Leased Premises shall be made based on a delivery protocol to be mutually signed by the authorized representatives of the Parties.

Therefore, the Landlord and the Tenant have signed the present delivery protocol following a detailed inspection of the Leased Premises, acknowledging the following:

1. The Tenant has taken over the Leased Premises with effect from *[date of signing this protocol]* for the entire period of the Lease Agreement.

- |                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                     |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>2. Spatiul Inchiriat este functional si in conditie buna la data executarii prezentului proces verbal [cu exceptia elementelor sau inconvenientelor minore prezentate in Anexa atasata].</p>                                                                                                                                                                   | <p>2. The Leased Premises is functional and in good condition at the date of execution of this delivery protocol [except for the minor items or snags listed in the attached Annex].</p>                                                                                                            |
| <p>3. [Cu exceptia celor enumerate in Anexa atasata la prezentul proces verbal si] cu exceptia oricăror defecte ascunse sau viciilor de structura care ar putea fi descoperite dupa încheierea prezentului proces verbal de predare-primire, Chiriasul renunta prin prezentul la orice pretentie ce ar putea avea cu privire la predarea Spatiului Inchiriat.</p> | <p>3. [Except as set forth in the attached Annex and] except for any hidden flaws or structural errors that may be discovered after the execution of this delivery protocol, the Tenant hereby waives any claim he might have with respect to the handing over of the Leased Premises.</p>          |
| <p>4. [Proprietarul recunoaște elementele/inconveniente minore mentionate in Anexa atașată si va proceda la remedierea lor intr-un termen de [●] zile de la semnarea prezentului proces verbal. – <b>NOTA</b> – un nou proces verbal va trebui semnat la finalizarea lucrarilor de remediere pentru confirmarea finalizării acestora]</p>                         | <p>4. [The Landlord acknowledges the minor items/ snags listed in the attached Annex and shall proceed to their remedy within [●] days as of the execution of this protocol. – <b>NOTE</b> – new protocol should be signed at the finalization of remedy works, ascertaining such finalization]</p> |
| <p>5. Suprafata Spatiului Inchiriat este de ____ mp</p>                                                                                                                                                                                                                                                                                                           | <p>5. Leased Premises surface is of ____ sq.m</p>                                                                                                                                                                                                                                                   |
| <p>6. Descrierea Spatiului Inchiriat [●]</p>                                                                                                                                                                                                                                                                                                                      | <p>6. Description of the Leased Premises [●]</p>                                                                                                                                                                                                                                                    |
| <p>7. Index contor energie electrica: _____</p>                                                                                                                                                                                                                                                                                                                   | <p>7. Electricity index meter: _____</p>                                                                                                                                                                                                                                                            |
| <p>8. Index contor energie termica: _____</p>                                                                                                                                                                                                                                                                                                                     | <p>8. Heat index meter: _____</p>                                                                                                                                                                                                                                                                   |
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Semnat la \_\_\_\_\_

Signed on \_\_\_\_\_

**PROPRIETAR/LANDLORD**

**S.C. [●] S.R.L.**

Prin/By [●]

\_\_\_\_\_

**CHIRIAS/TENANT**

**[●] S.R.L.**

Prin/By [●]

NEPI ROCKCASTLE

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PLOIESTI SHOPPING CITY

# THE TENANT'S GUIDE

## Tenant's Manual

## MANUAL AND INSTRUCTIONS GUIDE FOR TENANT FIT OUT

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## HANDBOOK AND INSTRUCTIONS GUIDE FOR TENANT FIT OUT



REVISION 1 - FEBRUARY 2024

# TABLE OF CONTENTS

|                                                                          |    |
|--------------------------------------------------------------------------|----|
| DISCLAIMER .....                                                         | 5  |
| INTRODUCTION .....                                                       | 6  |
| PROJECT PRESENTATION .....                                               | 7  |
| COMMERCIAL UNIT .....                                                    | 8  |
| TENANT'S OBLIGATIONS .....                                               | 9  |
| INSURANCE.....                                                           | 10 |
| DICTIONARY OF TERMS.....                                                 | 11 |
| CHAPTER A: GUIDE TO COMMERCIAL SPACE DESIGN AND LAYOUT .....             | 13 |
| STAGE 1: HIRING THE DESIGN TEAM.....                                     | 13 |
| STAGE 2: STARTING THE DESIGN PROCESS .....                               | 14 |
| PHASE 3: ELABORATION OF THE PRELIMINARY PROJECT.....                     | 15 |
| STAGE 4: ANALYSIS OF THE PRELIMINARY PROJECT.....                        | 15 |
| STAGE 5: FINAL PROJECT.....                                              | 15 |
| ARCHITECTURE .....                                                       | 16 |
| THERMAL AND SANITARY INSTALLATIONS.....                                  | 16 |
| ELECTRICAL INSTALLATIONS.....                                            | 17 |
| STAGE 6: FINAL APPROVAL .....                                            | 17 |
| STAGE 7: OBTAINING APPROVALS FROM AUTHORITIES .....                      | 18 |
| STAGE 8: ADDITIONAL REQUESTS .....                                       | 18 |
| Fig 1. DIAGRAM OVER TIME OF THE EXECUTION PROCESS .....                  | 19 |
| CHAPTER B: EXECUTION OF FIT OUT WORKS .....                              | 20 |
| STAGE 9: PREMISES HANDING OVER.....                                      | 20 |
| STAGE 10: BEGINNING OF WORKS.....                                        | 20 |
| SYSTEM OF PENALTIES .....                                                | 22 |
| HEALTH AND SAFETY .....                                                  | 22 |
| DAMAGE TO THE LANDLORD'S PROPERTY .....                                  | 23 |
| ENFORCEMENT BY THE LANDLORD OF THE QUALITY OF THE LANDSCAPING WORKS..... | 23 |
| SECURITY OF THE PREMISES.....                                            | 23 |
| TESTING OF INSTALLATIONS .....                                           | 23 |
| WORK AREAS .....                                                         | 23 |
| SCAFFOLDING.....                                                         | 23 |
| TEMPORARY CLOSURES.....                                                  | 24 |
| INSPECTION OF THE TENANT'S FIT-OUT WORKS .....                           | 24 |
| FIRE PROTECTION .....                                                    | 24 |
| GENERAL FIT OUT CRITERIA .....                                           | 25 |
| SHOP FACADES .....                                                       | 25 |
| LOGO SIGNAGE.....                                                        | 26 |
| EXPOSURE AREA .....                                                      | 29 |

|                                                             |           |
|-------------------------------------------------------------|-----------|
| SHOP ENTRANCES.....                                         | 30        |
| FAÇADE AND SIGNAGE FOOD COURT AREA .....                    | 31        |
| FLOORS .....                                                | 32        |
| CEILINGS.....                                               | 33        |
| WALLS.....                                                  | 33        |
| FURNITURE.....                                              | 35        |
| INTERIOR LIGHTING IN THE EXHIBITION AREA.....               | 35        |
| INTERIOR LIGHTING IN THE SALES AREA .....                   | 36        |
| AIR CONDITIONING.....                                       | 36        |
| LANDLORD’S WORKS.....                                       | 36        |
| SPECIFIC THERMAL LOADS.....                                 | 36        |
| TENANT’S WORKS .....                                        | 37        |
| SMOKE EXHAUST SYSTEM.....                                   | 37        |
| LANDLORD’S WORKS.....                                       | 37        |
| TENANT’S WORKS .....                                        | 38        |
| VENTILATION SYSTEM - SHOPS.....                             | 38        |
| FOUL AIR EXTRACTION FROM SANITARY GROUPS.....               | 38        |
| LANDLORD’S WORKS.....                                       | 38        |
| VENTILATION SYSTEM - FAST FOOD and RESTAURANT .....         | 39        |
| LANDLORD’S WORKS.....                                       | 39        |
| TENANT’S WORKS .....                                        | 39        |
| SANITARY INSTALLATIONS - COLD WATER SUPPLY & SEWERAGE ..... | 40        |
| LANDLORD’S WORKS.....                                       | 40        |
| TENANT’S WORKS .....                                        | 40        |
| CONDENSATE DRAINS FOR HVAC EQUIPMENT .....                  | 40        |
| ELECTRICAL INSTALLATIONS.....                               | 41        |
| LANDLORD’S WORKS.....                                       | 41        |
| TENANT’S WORKS .....                                        | 42        |
| UTILITY METERS .....                                        | 44        |
| STRUCTURE/RESISTANCE.....                                   | 44        |
| ROOF PENETRATIONS .....                                     | 44        |
| NATURAL GAS .....                                           | 44        |
| ANNEXES.....                                                | 45        |
| <b>CHAPTER A - DESIGN DOCUMENTATION .....</b>               | <b>45</b> |
| <b>CHAPTER B - DOCUMENTATION ON EXECUTION .....</b>         | <b>46</b> |

# DISCLAIMER

This Tenant Handbook/Guide has been prepared and includes information from the Landlord at the time of preparation. The Landlord reserves the unilateral right to make changes, amendments and updates to this Manual/Guide should any of the details, **specifications**, concepts or other information in the Manual/Guide change or become invalid or irrelevant. Any changes to this Manual/Guide will be notified to Tenants in writing.

The Manual/Guide **contains specifications**, regulations **and** procedures to be followed by Tenants to ensure that the standard **and** appearance of the Shopping Centre is **maintained** through the appropriate design of Tenants' shops.

The Tenant shall assume the entire **obligation** to ensure that the details proposed for the design **and execution** of the works comply with all legal and contractual provisions and regulations.

The **obligation** to **obtain the** prior approval of the Landlord for the development works (design and execution) lies entirely with the Tenant. Any work to be carried out by the Tenants requires the prior written approval of the Landlord. The Landlord shall have the right to inspect the Tenant's work during construction to ensure that quality standards and compliance with this Manual/Guide and the pre-approved plans are met.

The approval of the fit out project by the Landlord is a formal acceptance of the fit out project. The Landlord has no legal quality before the authorities and/or the control bodies, it is the responsibility of designers, project auditors, site supervisors and technical experts. The Tenant is required to comply with the legislation in force in terms of design and execution in what concerns the fit out of the leased premises within the shopping center.

Compliance with the **specifications**, regulations **and** procedures outlined in this **Manual/Instruction** Guide is mandatory as stipulated in the rental agreement.

# INTRODUCTION

The Tenant's Manual/Guide is **intended** to be a guide for interior design works and presents the criteria set by the landlord for the design **and execution** of the leased **areas** as **well** as for the agreed signage in the shopping centre. The Manual/Guide also **contains specifications**, regulations **and** procedures to be followed by the tenant to ensure that the standard **and** appearance of the shopping centre is **maintained** through the appropriate design of the tenants' shops, **and** to **obtain** the landlord's consent for the proposed development project.

Tenants must cooperate with the landlord throughout the design process to obtain approval of the fit-out, mechanical and electrical installation plans specific to the leased **space** that are part of the tenant's works. **However**, they must be compatible with the overall concept of the building **and** its systems to ensure the proper **functioning** of all systems, both those in the leased **spaces** and **the** general building systems **and** equipment.

In order to ensure the identity of the Shopping Centre, all recommendations in this Manual/Guide are mandatory. However, it should be clearly **understood** that, in the event of any **ambiguity** or omission in expression in this guide, the sole authority to proceed or not proceed with the execution of Tenant's improvements shall remain with the Landlord.

The **Tenant** shall ensure that a copy of this **Tenant** Accommodation Manual/Guide is given to sub-contractors or any persons employed for this purpose, **and** that the **instructions** contained herein are fully complied with. Failure by the Tenant or its representatives to comply with general or special recommendations due to **misunderstanding** or unawareness of this Manual/Guide will not be accepted by the Landlord.

The **tenant** is responsible for hiring a team of licensed designers and a licensed construction team to develop and execute the development project.

The Landlord will provide the **tenant** with detailed **documentation** containing specific details for each specialty (architecture and installations). The Tenant, together with the design team, will analyze the documents provided by the Landlord and will signal any omissions in order to avoid any inconsistencies.

The Landlord reserves the right, from time to time, to add to or amend the **information and milestones** contained herein, **which** shall be effective as of the date of issue.

The Tenant acknowledges that in the event of a conflict between this Handbook/Guide and the Lease Agreement, the provisions of the Lease Agreement shall prevail;

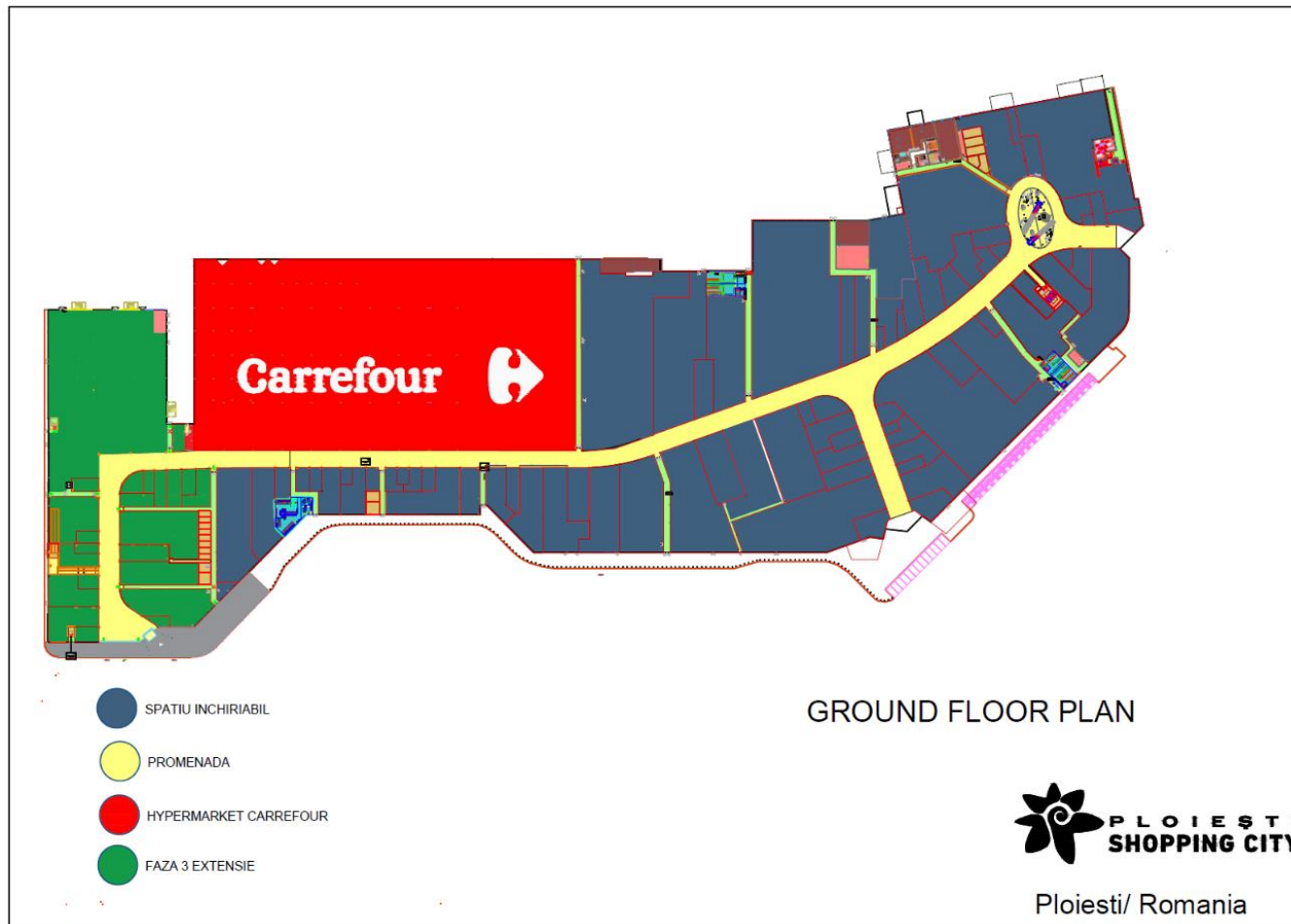
The Landlord reserves the following rights

- Refusal to deliver the leased space to the Tenant, through its fault
- Refusal of granting the right to begin the works in the leased premises, due to failure to comply by the Tenant with the rules imposed for construction works
- Refusal of taking over the works and refusal of granting the right to open the commercial unit, due to failure to comply by the Tenant with the conditions stipulated in the Lease contract or in the event that the Landlord considers that fit outs may endanger life or may affect the taking over procedures with the authorities;

# PROJECT PRESENTATION

The Shopping Centre concept includes a Hypermarket, a gallery of service shops, a fashion area **and** associated retail units, a cinema **and** entertainment area, a restaurant area **and** parking spaces. The building consists of Ground Floor + 1 Partial Floor + Ground Floor extension with a gross rentable area of approx. 45932 m<sup>2</sup> **and** approximately 2,438 parking spaces.

Shopping Centre Manager



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Operational/Technical Manager

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## COMMERCIAL UNIT

The commercial unit will be handed over to the Tenant at the standards set forth in the lease contract.

All costs of the unit fit out works will be for the Tenant, as follows

- Leveling surfaces/lightly reinforced screed (if the case may be);
- Ceilings and their resistance structure;
- Sanitary installation and sewerage;
- Finishing of floors;
- Interior doors joinery;
- Extraction of hood stores in the gastro area;
- Partition walls;
- Finishing of wall dyeing;
- Ventilation and smoke exhaust system;
- Lighting system;
- Ambient music;
- Smoke exhaust grids;
- Alarm system in case of fire with smoke sensors;
- Advertisement grip structure;
- Fire extinguishing installation;
- Exhaust lighting installation;
- Compliance with all fire safety requirements;

## TENANT'S OBLIGATIONS

The **Tenant's obligations** specified in this Handbook/Guide are an integral part of the Lease Agreement.

The **tenant** is obliged to submit for approval the Project for the improvements to be executed in the leased space in digital format (AutoCAD .dwg **drawings**). Following completion of the Landlord's internal design review process, the design shall also be submitted in two (1) hard copies signed and stamped by design reviewers for each building specialty. All drawings and written parts must be clearly identified with the name of the Shopping Centre, the name of the **Tenant** and the number assigned to the Leased **Space** by the **Tenant** (e.g., P-XX, E1-XX).

The Landlord will review the Tenants' layout designs to ensure compliance with the requirements of the Tenants' Manual and the concept of the entire shopping center. The Tenant and designers appointed by it are responsible for designing, sizing, functionality and compliance with the regulations in the Romanian or European legislation of all the construction elements and systems designed and executed in the leased premises.

For the preparation of the Development Project, the **Tenant** undertakes to use Designers with valid **authorizations** issued by the competent authorities in Romania. Plans submitted by **Tenants** shall bear the **stamp**, number and signature of the designers and shall be verified by the Project Verifiers to the requirements of applicable laws and regulations.

The **Tenant** undertakes to provide a copy of this Manual/Guide to all its sub-contractors and their staff involved in the process.

The Tenant is committed to creatively designing their own store front and sales area. The interior design of each shop should be in accordance with the shop front design. These objectives can be achieved through careful attention to detail, the use of high quality materials, good workmanship and innovative design.

The Tenant agrees to notify the Landlord of all changes made between the Approved Development Project and the actual execution of the development, in order to obtain a new approval from Landlord. The final revision of the Development Project must be kept in physical format at the site of the works. The Tenant Amenities Project must comply with all applicable laws and regulations and construction quality standards of the basic construction of the Shopping Center building.

The Tenant shall inform the Landlord in the event that any work is required on the basic structural works of the Shopping Center (large weights to be placed on or suspended from the existing structure), which shall not be carried out without the Landlord's approval.

The Tenant undertakes to carry out the Development Project in such a way that the execution of the development works by the Tenant does not affect or interfere with the existing finishing works carried out by the Landlord or other Tenants.

The **Tenant** undertakes to execute a survey of the Leased **Space** with all dimensions and to identify the exact **location** of all **utilities** executed by the Landlord within the Leased **Space**.

The Tenant agrees to obtain the Landlord's approval of the Tenant Improvements Project during each phase of the Project and to incorporate into the Tenant Improvements Project all comments and observations as directed by Landlord.

The Tenant undertakes to use only materials permitted with valid technical approvals for use in permanent construction works in Romania and to exclude the use of materials that are not approved.

The Tenant agrees to delegate a person responsible for communication with the Tenant Coordinators.

All the necessary fixes, resulted from failure to comply with conditions specific to the construction and/or the legislation in force will be remedied at the expense of the Tenant.

All requests of authorities (State Inspectorate for Constructions, City Hall, Emergency Situations Inspectorate, Environmental Agency, Health of the Population etc.) referring directly to lacks/omissions seen in tenants' fit outs will be executed by the Tenant at his own expense. If the Tenant does not respond promptly to the requests, the Landlord is entitled to carry out works in the Tenant's premises, and the expenses will be re invoiced to the Tenant.

The tenant is responsible for obtaining the legally required shop's Operating and Business License (including, among others, the Operating License, Fire Safety and Civil Protection License, conf. Order no.129/2016, Public Health Directorate Authorisations, Sanitary-Veterinary Directorate Authorisations, etc. depending on the type of activity of the Tenant).

The Tenant shall ensure that its development contractor agrees to the SSM and site access procedure requirements imposed by the general contractor. A briefing meeting will be held between the Tenant's Contractor's HSE Officer and the Landlord's Occupational Health and Safety Officer who will detail all access, health and safety procedures to be adopted on site. In this respect, the Tenant's contractor will ensure, for the training of all persons newly reached on the site, to present the rules on site, of the areas and categories of risk and to realise the OSH training.

## INSURANCE

The Tenant and its contractors shall maintain in full force and effect all insurance policies provided for in the Lease, including the All Risk Construction Insurance (CAR) for the duration of the fit-out works and any other works in the Leased Premises, to a limit equal to the value of the works, including liability insurance and cover for damage to pre-existing property (clause 119 of the CAR insurance), each insurance having a limit at least equal to the amount specified in Clause 6.1 of Section I for each insured event.

# DICTIONARY OF TERMS

**Shopping Centre** - a shopping mall type center developed by the Landlord, in one or more stages, as authorised by the competent authorities.

**Lease Agreement** - means the Lease Agreement and its annexes, concluded between the Tenant and the Landlord, regarding the Leased Space.

**Opening Date** - The date on which the commercial space opens to the general public.

**Detailed Documentation of the Leased Premises**- The entire set of plans and written parts for the Leased Premises including plans, elevations and sections, as well as all technical specifications for all utilities, fire scenario, etc., made available to the Tenant by the Landlord.

**Design Guide for Tenant's Fit-Outs** - the provisions contained in this Manual/Guide, called the Tenant Manual/Guide including all annexes, and any subsequent revisions.

**Health, Safety & Environment Legislation**- Tenant's responsibilities under all Health, Safety & Environment laws.

**Leased Area Boundary** - delimits the GLA of the store.

**Tenant's Fit-Out** - the final detailed design, represented by a series of drawings and written parts to be submitted to the Landlord by the Tenant for approval.

**Preliminary Project for Tenant's Fit-Outs** - Preliminary Project submitted by the Tenant to the Landlord

**Tenant Fit-Out Design Process**- represented by a series of plans and written parts to be submitted by the Tenant to the Landlord for review.

**Landlord** - commercial company that develops the Shopping Centre

**Landlord's Representative** - an individual or entity appointed by the Landlord to act as its representative for the purpose of reviewing and approving the Tenant's Design and the execution of the Tenant's Improvements in accordance with the provisions of the Lease.

**Leased Premises** - commercial space leased by the Tenant from the Landlord, as defined in the Lease Agreement.

**Gross Leased Area (GLA)** - The Gross Leased Area ("GLA") of the Leased Premises, measured on the Handover Date according to the measurement rules defined in the Lease Agreement.

**Auxiliary area (BOH)** - Technical and supply area, separate from the commercial space of the store, including delivery corridors and warehouses, etc.

**Sitting Area in the Restaurant Area** - represents the common space for the restaurant area and is equipped with a dining area, located on the second floor of the Shopping Centre and intended for fast-food consumption for customers/visitors of the Shopping Centre.

**Lease Line** - the line between the Tenant's Leased Space and the common area of the Shopping Center. Execution of Tenant Fit-Outs shall be limited to the interior of the Leased Premises up to the Lease Line.

**Enclosure Line** - the reference line drawn along the opening or entrance of the Leased Space, defined by the position of the Tenant's Enclosure System or behind the Leased Area Boundary. The level of the floor finishes in the common area of the Shopping Centre must be continued by the Tenants, so that the level of the floor in the Leased Premises does not show any unevenness. The Tenant's floor finishes may not be extended beyond the Leased Area Boundary.

**Display Area** - is the area along the full width of the Tenant's storefront, extending from the Leased Area Boundary for a length of 1.20 m inside the Leased Premises. The Landlord reserves the right to approve, reject or require changes to the Tenant's Design, quality of detailing, finishes and materials, lighting, signage, security system, furniture, and locking system within this area.

**Signage Location Area** - The area on the storefront where the Tenant's signage is to be installed.

**Partition Walls and Columns** - Structural profiles that are joined to partition walls or structural columns located at the boundary between two tenants and are located on the Boundary of the Leased Area.

Landlord's appointed representatives will review Tenants' design proposals to ensure compliance with the requirements of the Tenant Manual and the concept of the entire shopping center. This analysis and approval does not relieve the Tenant of his responsibility for the arrangement of the Leased Premises. The Tenant and designers appointed by it are responsible for designing, sizing, functionality and compliance with the regulations in the Romanian or European legislation of all the construction elements and systems designed and executed in the leased premises.

## CHAPTER A: GUIDE TO COMMERCIAL SPACE DESIGN AND LAYOUT

There are a number of measures that must be met before a commercial space can open and start operating.

The following steps are necessary to ensure these stages:

- Correct project elaboration that will be subject to Landlord's approval
- Verification by the Landlord that the requirements have been met
- On time fulfillment of the obligations of each party
- Compliance with all conditions agreed between the Tenant and the Landlord in respect of the fit out works

### STAGE 1: HIRING THE DESIGN TEAM

The Tenant will engage a signatory architect with relevant experience in commercial spaces and shopping center fit-outs.

Its purpose will be without limitation to:

- Inspecting the leased space with the Landlord's representative and verifying the lease plans in the field to ensure there are no items or inadvertencies that will impede the proposed design;
- Measuring and verifying dimensions and identifying specific characteristics of the space during this inspection, before detail design begins;
- Preparation of a concept to be discussed in advance with the Landlord;
- Provide a detailed design documentation package to the Landlord for review and approval;
- Conduct regular site inspections during the development process;
- Final verification that the installation has been carried out in accordance with the approved drawings and legal requirements;
- If required, provide the services of a structural engineer during the design process to ensure that all structures including fasteners, specific fittings, glass facade and structural components are fit for purpose;

All parties involved in this process on the part of the Tenant must have access to e-mail and the internet so that the relevant drawings and documents can be issued and transmitted electronically.

It is essential to observe the rule of transmitting information and projects and to preserve in the history the settlement and revisions of the fit out project.

The tenant is required to contract designers with proven relevant experience in shopping center developments.

Designers in turn are required to collaborate with certified fire inspectors.

## STAGE 2: STARTING THE DESIGN PROCESS

The Landlord will provide the information package necessary to start the detail design, which will contain the following:

Drawn documents:

1. Commercial unit plan with delimitation of the leased area
2. Framing the shop in the general floor plan
3. Shopfront detail section
4. Facade
5. General sections shopping center
6. Row 1 sprinklers and sprinkler connection waiting for row 2
7. Row 1 Smoke sensors and connection waiting for row 2
8. Electrical connection position
9. Fresh air inlet ventilation, exhaust air extraction, smoke extraction flap
10. Heat pump connection and explanatory diagram.
11. Hydrant plan - if applicable

Written documents

1. Fire safety scenario and rules issued by project verifiers
2. Tenant's Manual
3. Technical data sheets of specific equipment found in the Tenant's unit

### PHASE 3: ELABORATION OF THE PRELIMINARY PROJECT

Within 15 days of signing the lease, the Tenant must submit to the Landlord the Preliminary Design for the Tenant's Fit-Out, with all drawings and written parts in digital format, based on XREF drawings, AUTOCAD .dwg drawings).

- Sketch of the shop front in 3D color perspective (optional)
- Sketch of the interior in 3D color perspective (optional)
- Color elevation of the shop front and details to scale 1:20 (material specifications)
- 1:50 scale general plan (including shop annexes) and marking of escape routes.
- Stereotomy floor plan to scale 1:50
- Ceiling / suspended plan to 1:50 scale
- Section of the shop front to scale 1:50
- Interior elevations at 1:50 scale
- Proposed signage for the shop front at scale 1:20

### STAGE 4: ANALYSIS OF THE PRELIMINARY PROJECT

The Landlord will review within 15 days the projects submitted by the Tenant and send a response to the Tenant's Designer.

The Landlord will send to the Tenant its resolution regarding the project and namely:

- Approved
- Conditionally approved - subject to changes (this may be included in the final draft submission)
- Unapproved - if the Preliminary Concept Submittal fails to adequately address the Planning and Design Guide, then it will be rejected and a written and electronically submitted evaluation will be completed by the Landlord and sent to the Tenant and its designers indicating the remedies to be made.

If the project is not approved, the tenant's designer is obliged to re-send the project after incorporating the Landlord's requirements.

### STAGE 5: FINAL PROJECT

Within twenty-one (21) days of approval/conditional approval/rejection of the preliminary design, the Tenant shall submit a final design, in which all comments and observations of Landlord have been incorporated.

## ARCHITECTURE

The tenant shall submit all drawings and written parts in digital format (AUTOCAD .dwg drawings, XREF plans and PDF files) and 1 colour copy on paper.

The Tenant shall submit all plans and written parts in digital format as follows:

- General floor plan, indicating the Leased Premises and specifying the limit of the leased area.
- Plan(s) of the Leased Premises (1:50 scale). Storefront location and configuration. Location of partition walls, furniture, fixtures, shelves, shelving with their dimensioning and location on the plan.
- Detailed plan of fixtures (1:50 scale) with final details including sections, elevations for all fixtures of furniture or other major objects.
- Elevations and detailed sections of the shop front (1:20 scale) showing the junction between the shop front and the boundary of the leased area with the construction elements executed by the Landlord. Indication of door dimensions, construction details, type and direction of opening. Development of the facade system for the Leased Premises, including sections with details through the storefront bulkheads, showing the connection between the Tenant's ceiling, if suspended, and the connecting details to the building's bulkhead structure. Presentation of the ceiling suspension system with fixing and mounting elements. Specification of all finishes, materials and colors of the shop front.
- Detailed plan of shop front sign (1:20 scale), elevations and section, lettering style and size as well as lighting requirements; all colors and materials, lighting method; full installation details.
- Plan of suspended ceiling (1:50 scale), indicating materials and suspension system and location of access hatches. Specification of the type of ceiling and the material from which it is made, as well as its fire resistance classification if required by the regulations in force.
- Stereotomy floor plan at 1:50 scale, showing the materials used to finish the floor. Specification of the type of flooring and the material of which it is made, thickness and color, as well as its fire resistance classification if required by law and regulations.
- Interior elevations (1:50 scale). Specification of wall finishes and fasteners. Indication of colors and materials.
- Interior details and sections, sufficient for construction - (1:10 scale). Details showing methods of fastening, mounting, framing and installation for fasteners and signage.
- Metal confections (1:50 scale)
- Other drawings and details if needed.

## THERMAL AND SANITARY INSTALLATIONS

The Tenant shall provide all drawings and written parts in digital format with the necessary requirements having XREF plans, CTB plotting style, including the writing character (AUTOCAD .dwg drawings, PDF files) and 1 color copy on paper.

HVAC general plan (scale 1:50) - Heating, ventilation and exhaust ventilation plans, thermal agent installation scheme, and complete technical specifications with detailed ductwork location, showing all pipe dimensions; location of all equipment, dampers, grilles, diffusers, exhaust grilles, access hatches, other equipment. Sections will be prepared where necessary.

Sanitary Installations Plan (1:50 scale) - Plans and specifications indicating equipment, condensate piping routes of air conditioning, water supply, grease traps and any other special or specific requirements.

Plan of fire extinguishing installations with integral hydrants/sprinklers (scale 1:50) - A dimensioned plan of the sprinkler installation for the second layer (row) (if any) and a proposal for the location of a new hydrant box in the space if protection of the entire space from the existing installation is not achieved.

The plan shall detail the diameters of the pipes, the type of sprinkler head used and the distance between them / between the wall and the sprinkler.

## ELECTRICAL INSTALLATIONS

The Tenant shall provide all plans and written parts in digital format with the necessary requirements having the plans in XREF format, CTB plotting style, including the writing character (AUTOCAD .dwg drawings, PDF files) and 1 color copy on paper.

Electrical/lighting plan (1:50 scale) - Size and location of equipment rooms, location of electrical panel, wiring network and single-wire diagram, showing installed power, absorbed power and type of main switch.

Suspended ceiling plan (1:50 scale) - Location of fasteners for lighting, panic lighting and exit. Specification of dimensions, power consumption of luminaires. Location of all safety devices, alarm installations, smoke detectors, heat detectors.

Design for low voltage currents, including block diagram for each system (access control, public addressing and public address system, fire detection and signaling and alarm systems, numbering of elements on layer2 according to loop and address left pending, etc.). The dose left on hold in the tenant's space will have a code, e.g: DZ x/y, so the elements on layer 2 will be numbered as follows: DF x/y.1, Bi x/y.2, Si x/y.3 etc. Size and location of technical rooms, block schemes.

## STRUCTURE

The Tenant shall notify the Landlord of any additional structural loads imposed on the Shopping Center Building. The building structure is not allowed to be stratified. The Tenant will bear the cost of construction services that require expert appraisal of loads that exceed permitted loads.

## STAGE 6: FINAL APPROVAL

The Landlord will have twenty-one (21) days to review the Development Project submitted by the Tenant.

The Landlord's approval procedure consists of reviewing the compatibility of the Tenant's Project with:

the Building Permit;

The basic concept of the Shopping Center;

Fire safety scenario;

Rules applicable to all activities;

Requirements for Health, Safety and Environmental Protection;

Other requirements mentioned in this guide or generally accepted in construction regarding: quality of materials used, interference with other buildings or public areas, resistance structure of the building, compatibility of technical solutions chosen;

Comments and/or approval will be specified in the electronic correspondence to the Tenant.

## STAGE 7: OBTAINING APPROVALS FROM AUTHORITIES

The Tenant is required to obtain the following on its own:

- The Building Permit, for the development of the leased space, before starting the development works
- The Fire Safety Permit, within 30 days from the date of opening of the leased space.

## STAGE 8: ADDITIONAL REQUESTS

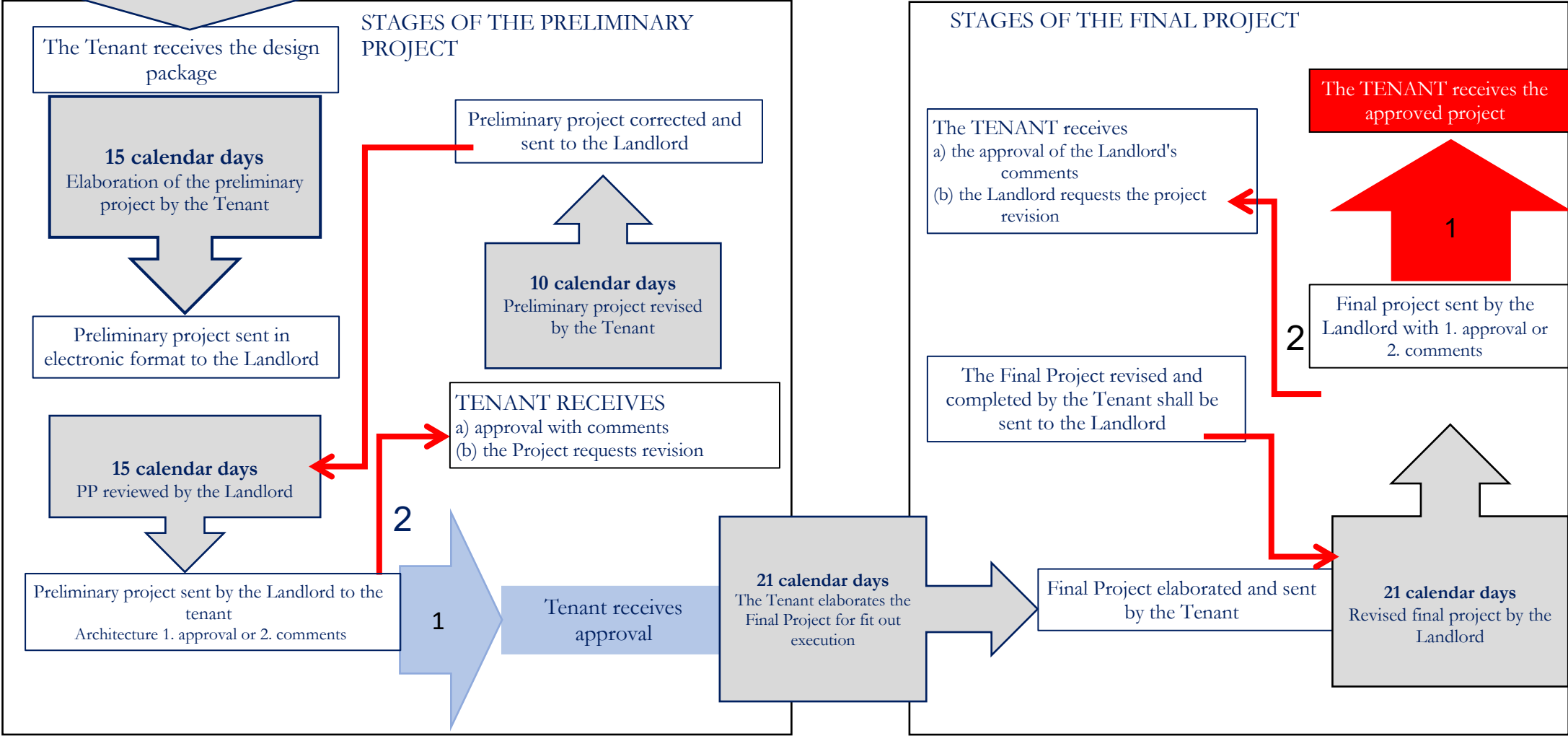
The Tenant will check the detailed documentation of the Leased Premises and determine if the works to the Leased Premises require modifications to the Landlord's works and the authorized design. If so, the Tenant shall submit a request for modification, whereupon the Landlord shall review the availability of the requested work and inform the Tenant of the additional costs associated with the modifications. These costs will be borne by the Tenant and the Landlord will re-invoice the Tenant as approved in writing by the Tenant.

Examples of such works are shown below:

- Route changes or connections of sanitary installation.
- Additional or relocated sprinkler heads, in layer 1, to match bulkhead/partition partitions.
- Additional or relocated smoke detectors, in layer 1, to match bulkhead/partition partitions.
- Addition of fire hydrants in accordance with Regulation P118/2-2013 due to space planning.
- Additional electrical power.
- Additional/repositioning of the door supply of goods

## CONTRACT SIGNING

Fig 1. DIAGRAM OVER TIME OF THE EXECUTION PROCESS



## CHAPTER B: EXECUTION OF FIT OUT WORKS

### STAGE 9: PREMISES HANDING OVER

The Landlord will notify the Tenant in writing at least 30 days prior to the anticipated handover date. Upon receipt of notification, the Tenant will respond in writing confirming this premises taking over notification, which will be comprised in the contractual period.

Upon handover of the space, the Inspection Form of the Leased Premises and the Form containing the documents necessary to obtain the Fire Safety Permit shall be completed and signed by the Landlord and Tenant.

The Tenant and its representatives will take notice of the drafting of the documentation that is part of the Construction Book chapter B, a compulsory condition for obtaining the Fire Safety authorization.

The Tenant receives a copy of the space measurement according to ANSI/BOMA Z65.5-2010 standards.

The handover of the space is conditional upon the Tenant's compliance with the following contractual obligations:

- i. An unconditional bank guarantee;
- ii. Insurance
- iii. The fit-out project approved by the Landlord and endorsed by MLPAT in accordance with the requirements of the legislation in force, which includes all the specialties, meaning architecture, thermal ventilation installations, plumbing, electrical installations, structural design.

### STAGE 10: BEGINNING OF WORKS

The Tenant may commence the Shop Fit-out works only after the Landlord's approval of the Shop Fit-out project, for which the Tenant has obtained all legal, contractual and statutory approvals (projects will be prepared by designers and examined, stamped and signed by certified verifiers, employed by the Tenant). The Tenant shall ensure that its work is carried out in such a way as not to disturb adjacent areas and shall coordinate its work with the work of other Tenants and the Landlord.

The Tenant shall comply with any site regulations imposed by the Landlord, which shall be communicated to the Tenants prior to the commencement of the Development works.

The Landlord is authorized to inspect the Tenant's work and has the right to enter the Leased Premises for the duration of the Tenant's work.

The tenant is required to have copies of the approved work plans available on site at all times during the works.

Prior to the commencement of the Tenant's work, the Tenant shall provide the Landlord with the following documents:

1. Declaration of the start of the works, from the Tenant's Site Manager, including a copy of the credentials authorizing him to coordinate this type of works (construction).
2. Details of Tenant Contractors together with a list of staff including their identity details.
3. Documents certifying the respective qualification of the construction team, health and safety training records.
4. Contractor's authorization/certification for specialized works: hydrants, sprinklers, smoke and fire detection systems, electrical works, smoke evacuation systems.
5. Copy of the services provision contracts between the tenant and its subcontractors that execute the works in the leased premises (sprinklers, hydrants, smoke exhaust, fire detection etc.)
6. A copy of the documents certifying that the contractor holds the following forms of insurance:

- (a) Insurance for all equipment and its contents, as well as insurance policy against financial losses related to work in progress.
- (b) The Tenant shall ensure that the interior fit-out works of the Sales Space are covered by the insurance contract, with an insurance amount covering the full value of the works, including the risks of possible financial losses incurred by the Tenant due to losses during the works. The insurance contract must be concluded for the entire duration of the lease of the sales space, plus the warranty periods.
- (c) The third party liability insurance policy and the Tenant's employer's liability insurance shall contain a clause covering all equipment in the sales space.
- (d) The Contractor and the Tenant's subcontractors shall hold valid third party liability insurance and employers' third party insurance policies valid throughout the duration of the Work.

The Tenant shall provide the Landlord with the name and telephone numbers of the person responsible for the fit-out works.

It is important that Tenant's staff be trained not to interfere with Landlord's work and to follow the directions of Landlord's representatives to avoid conflicts or delays and to ensure that work in progress does not pose a threat to the safety of others.

Access for Tenants to the leased spaces will only be possible through the rear entrance, except for the Leased Premises which have a gallery entrance. For these Leased Premises, the Tenant will be given a pre-established access route to avoid delays to the Landlord's or other Tenants' work.

The works can also be carried out during the day (except for the extension area), but under the following conditions:

- all work involving noise and dust will be performed only between 22:00-08:00.
- the works for the facade will be executed between 22:00-08:00.
- waste resulting from the work will be managed exclusively by the Tenant. It is strictly forbidden to dispose of waste in household waste bins.
- the workers who will work in the space will ensure the permanent cleanliness of the shopping gallery (they will not move materials, they will not leave traces of lime on the floor, etc.)
- the space will be permanently visually isolated throughout the works.

If the Tenant's work is not compliant, the Tenant shall not be permitted to continue the work or open the Premises for business until the Tenant's work is corrected and compliant, however the Tenant shall not be relieved of any of its obligations under the Lease.

Any building materials used must have official and legal documents certifying their resistance and/or reaction to fire and their characteristics according to Romanian or European legislation. All Tenants will use the services of Site Managers and Technical Execution Managers (TENs), who will ensure the supervision of their works by them, for any work discipline.

All contractors and subcontractors shall comply with the procedures and regulations specified by Landlord for coordinating Tenant's work with other work being performed by Landlord, as well as with the work of any other Tenants in Landlord's building. Common areas, public corridors and the exterior of the Landlord's building must always be kept clear of Tenant's equipment, goods, fixtures, debris and trash. In the event of breach of this provision by any Tenant, the Landlord shall order the removal of debris, cleaning and/or clearing of access routes and common areas by third parties, and the costs thereof shall be recovered from the Tenant.

It is the Tenant's obligation to ensure that the work carried out by the tenant complies with the following regulations:

- legislation applicable in particular to construction works;
- the technical conditions stipulated, according to the legislation, to be met by the equipment and their location;
- fire protection legislation;
- regulations on safety in operation and work protection;

All Tenants and Tenants' contractors on site will comply with general rules and safety standards on site. No Tenant may block entrances, driveways, walkways, etc., or prevent other tenants from carrying out their work. Deliveries of materials, furniture and goods will be notified to the Landlord, who will, if necessary, request rescheduling as necessary to avoid disruption of the works due to overloading of available delivery and handling areas.

Throughout the duration of the works the Tenant shall ensure the presence of fire protection equipment.

All construction and interior works of the Tenant must be completed at least one week before the opening date of the commercial space.

This 1 week period is essential to allow for testing of facilities, cleaning and preparation of goods for sale in optimal conditions without constant production of debris, dust, water leaks from wet works, etc.

## SYSTEM OF PENALTIES

If any of the following requirements are not complied with by Tenants or companies carrying out Tenant's space improvement activities, the Landlord shall have the right to perform all remedial work at Tenant's expense. The works will be settled by re invoicing to the Tenant.

The Landlord is entitled to issue penalties to the Tenant if the Tenant:

- Does not have a qualified representative able to discuss with the Landlord's representative on the site;
- Does not comply with the projects approved by the Landlord's representative or the works' execution is faulty;
- Does not hand over the approved projects within the deadline imposed by the Landlord's representative;

Deposits waste on common areas or other areas, affecting the execution of other Tenants' fit-out works or the smooth running of the shopping center operation.

## HEALTH AND SAFETY

The Tenant shall ensure that all members of its staff and all its contractors comply with the Landlord's safety regulations or those applicable in Romania.

The Landlord may introduce additional safety policies as necessary during construction work.

In the event that failure to comply with this provision results in any obligation of any kind for the Landlord, the Tenant shall cover any costs and damages that may result.

All Contractors and members of Tenant's staff must be insured and attend an induction course on site safety rules and must be issued confirmation certificates to this effect before being allowed access to work areas. The Landlord must be provided with the relevant certificates.

For failure to comply with OSH procedures and with the site access rules, the Landlord, through its appointed persons, will establish a system of fines.

## DAMAGE TO THE LANDLORD'S PROPERTY

The Tenant must protect all installations and equipment in the Leased Premises. The Tenant shall be liable for any damage to the Landlord's property caused by the Tenant, its contractors or staff. In the event of such damage, the Tenant is obliged to cover the costs of any associated repairs and other damages incurred by the Landlord.

No passing through structures or structural members is permitted or accepted unless it has the Landlord's official written approval. Any damage caused to the resistance structure, the exterior facade, the partition walls between Tenants, the metal structure of the building by the Tenant's works will be borne by the Tenant.

## ENFORCEMENT BY THE LANDLORD OF THE QUALITY OF THE LANDSCAPING WORKS

In the event that the Tenant or its contractor fails to perform its work in accordance with the Approved Designs, the criteria in this Manual/Guide or the terms of the Lease, the Landlord may require immediate remedy of the deficiency or, failing that, upon written notice to the Tenant, perform the necessary remedial work at the Tenant's expense.

The Landlord reserves the right to suspend the work of the Tenant's contractors and to remove workers from the site if they fail to comply with the detailed requirements or instructions referred to above, and the Landlord assumes no liability for any indirect costs / issues resulting from such removal. All such suspensions and removals shall be administered in writing by the Technical Manager/Tenant Coordinator to the Tenant's contractors.

## SECURITY OF THE PREMISES

The Tenant is fully responsible for the security of the Leased Premises from the moment the space is made available for the fit-out works. The Landlord shall not be liable in any way for any loss or damage, including theft of building materials, equipment or supplies of Tenant's Contractors, unless such loss or damage has been clearly notified, documented and recorded as the responsibility of Landlord or Tenant's Contractors.

## TESTING OF INSTALLATIONS

The Tenant must secure written approval from the Landlord prior to testing any electrical, thermal, plumbing or fire protection systems. In the event that any such testing causes damage to the Landlord's property or adjoining premises, the Tenant is obligated to perform any necessary remedial work and to cover the costs thereof.

## WORK AREAS

All building materials, tools and equipment used by the Tenants during the construction phase must be stored on the premises of the Leased Premises for the entire construction period. Storage of materials must also be in accordance with fire and safety regulations and be carried out in a location agreed with the external consultant.

The Landlord assumes no responsibility for Environmental Conditions (i.e. ambient air temperature, relative humidity) that may be required for the Tenant's materials or operations.

## SCAFFOLDING

Temporary scaffolding mounted on rubber rollers with additional floor protection can be used on the gallery area to allow the installation of shop windows and signage. The Landlord will not allow the use of any other type of scaffolding on the common area of the gallery. Scaffolding must comply with safety regulations.

## TEMPORARY CLOSURES

The Tenant may apply closure panels or temporarily board up the storefront, without extending these works from the leased boundary, onto the public area, and without inconveniencing public traffic in the shopping gallery area. Temporary closures will not be removed until the permanent storefront is installed.

The Tenant shall install these panels at its own expense and their design and construction shall be subject to the Landlord's approval.

The closure panels will be constructed of plasterboard fixed with adhesive tape, sandblasted and dyed to protect the Mall and other premises against construction dust.

All Mall finishes must be protected against possible damage caused by the Tenant's Contractor. Temporary closures will not be removed until the permanent storefront is installed.

The Landlord reserves the right to display the Shopping Center logo next to the Tenant's shop name and opening hours information.

## INSPECTION OF THE TENANT'S FIT-OUT WORKS

The Tenant shall allow the Landlord free access to the Leased Premises for inspection purposes during the entire period of the fit-out works and after completion of the fit-out works.

The Tenant shall inform the Landlord of the completion date for all work on all specialties, including delays in work, as agreed by contract. On completion of the works, the premises will be checked by the Landlord before the Tenant's fire safety systems are commissioned.

Within three (3) days of completion of the Tenant's work, the Tenant shall deliver to the Tenant Coordinator one (1) printed copy and one copy in reproducible form (in AutoCAD, MS Word, MS Excel) of the documents constituting Chapter B of the Construction Book, as set forth in the Appendix to the Tenant's Manual, together with any other document whose delivery may be required by law.

## FIRE PROTECTION

The Tenant's Contractor shall provide temporary and necessary fire protection measures, i.e. fire extinguishers, throughout the construction works as may be required by relevant legislation.

Welding or other similar work will only be permitted with the prior written approval of the Landlord, who will issue an "Approval for Execution of Open Fire Work".

The design and execution of the fire protection systems of the Tenement will be carried out only by contractors authorized by the Fire Authority (IGSU).

# GENERAL FIT OUT CRITERIA

## SHOP FACADES

The glass display cases have been designed to extend from floor level to tenant ceiling level throughout the Shopping Center. Therefore, there is no opaque gable above the glass display windows and the Tenant's entrance portals will be located within the height limits of the glass display window. Tenants are prohibited from installing glazing of a height less than the height in the Landlord's Concept and from filling gaps above the sub-standard glazing height with other materials.

Construction of the Tenant's storefront shall not exceed the Tenant's Leased Area Boundary.

The show case premises extends from the floor to the metal beam provided by the landlord, respectively between the dividing walls separating the leased premises. Details regarding the connection between the storefront and the rest of the building, as well as the entire area of the store visible to the public will be proposed by the Tenant and are subject to written approval by the Landlord.

The Tenant must check on the spot the line of the leased premises, in terms of fairness and level, before making the façade. Any discrepancy will be communicated to the Landlord.

The facade of the shops will be made of materials that fall into the A2 (s1, d0) combustibility class, treated, fire-resistant materials will be allowed only with the consent of the competent authorities.

No opaque areas in display cases, colored or reflective glass are allowed. Clear glossy glass is mandatory.

All windows must have polished edges.

No vertical mullions, intermediate horizontal elements or joinery profiles are allowed.

The storefront will have large single sheets of glass for the entire height of the storefront.

All items that are strictly part of the shop front must be maintained by the Tenants.

The real execution quotas of the show case will be measured on the spot

**The thickness of the window system package will be of minimum 12 mm (6-2-6), secured and laminated and in compliance with the legislation and the regulations in Romania.**

The glass sheets will be mounted with a vise type system including the cover of the fixing screw and the perimeter sheets will be fixed vertically with perimeter profiles closed with a rod.

The free height of the showcase (sheets of glass) will be 3.90m (to be measured on site), and the level variations will be pre-aligned by a compensation profile, mounted by the Tenant at the top, which will be attached to the existing metal beam. The compensation profile will be covered and finished according to the finish of the Commercial Gallery (plasterboard). It is recommended to use Alumil M977 mounting profiles, electrostatically painted. Permitted colors for mounting profiles are RAL9005 (Jet Black) and RAL9006 (White aluminium).

## LOGO SIGNAGE

The tenant must have a signage on the front of the store with the sole purpose of store identity. This signage must be limited to the trader's name (brand) and logo; advertisements or product names may not be displayed as part of this signage.

**Illuminated or non-illuminated graphic panels or boxes on the glass facade are not permitted.**

The logo area must be designed as an aesthetically unified whole, according to the details and sections submitted in the design package and the volumetric letters will have a maximum height of 60 cm and the text will be placed on the axis of the logo area. The logo text will be centered on the median axis of the entrance, the +3.50m elevation will represent the middle of the letters. The idea is to have a virtual line at elevation +3.50m. The logo area will be from +3.20m to +3.90m. **It is not allowed to modify the area of the wall from 3.90m to 4.70m by cladding or demolition, this is the Landlord's finish - painted plasterboard wall.**

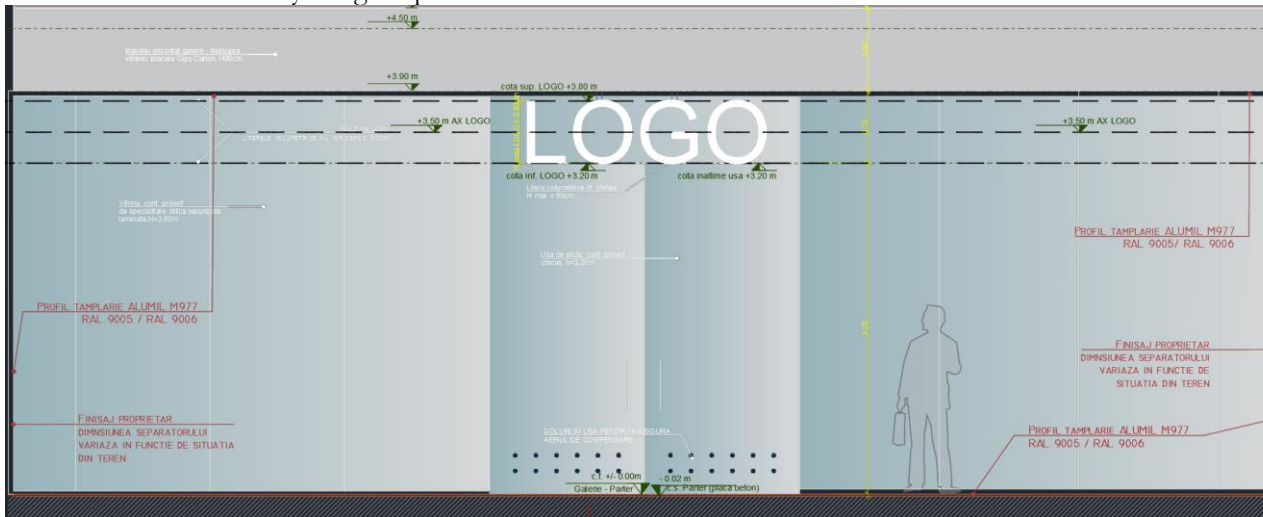
Advertisements in internally illuminated volumetric letters are required, without opaque background.

Accepted signaling times:

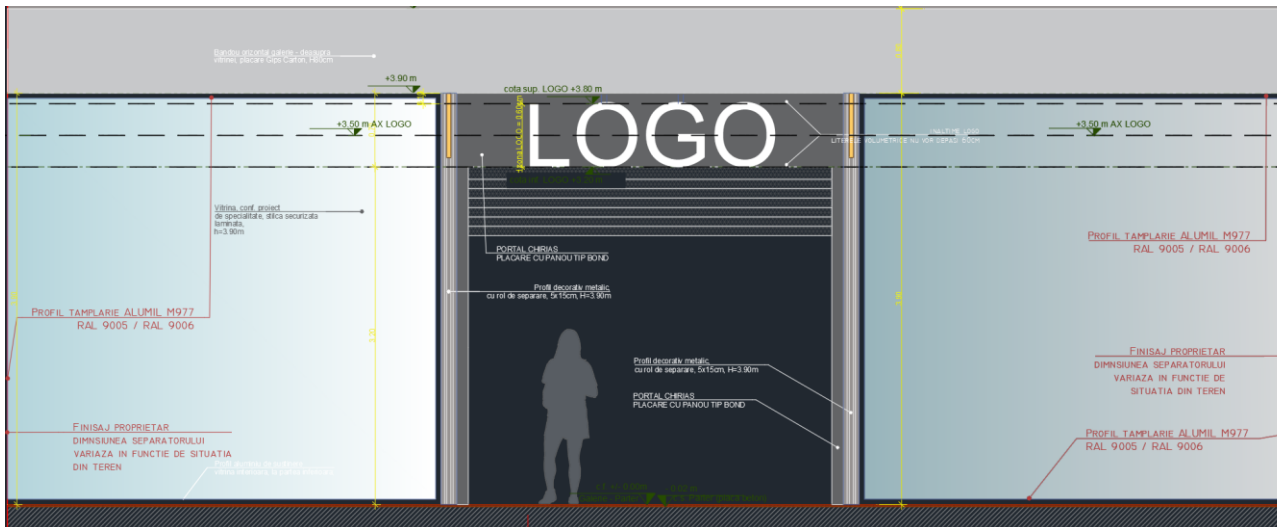
- Only 3D volumetric letters supported by a metal structure made by the Tenant, as shown in the example below (see figure 1), are accepted.

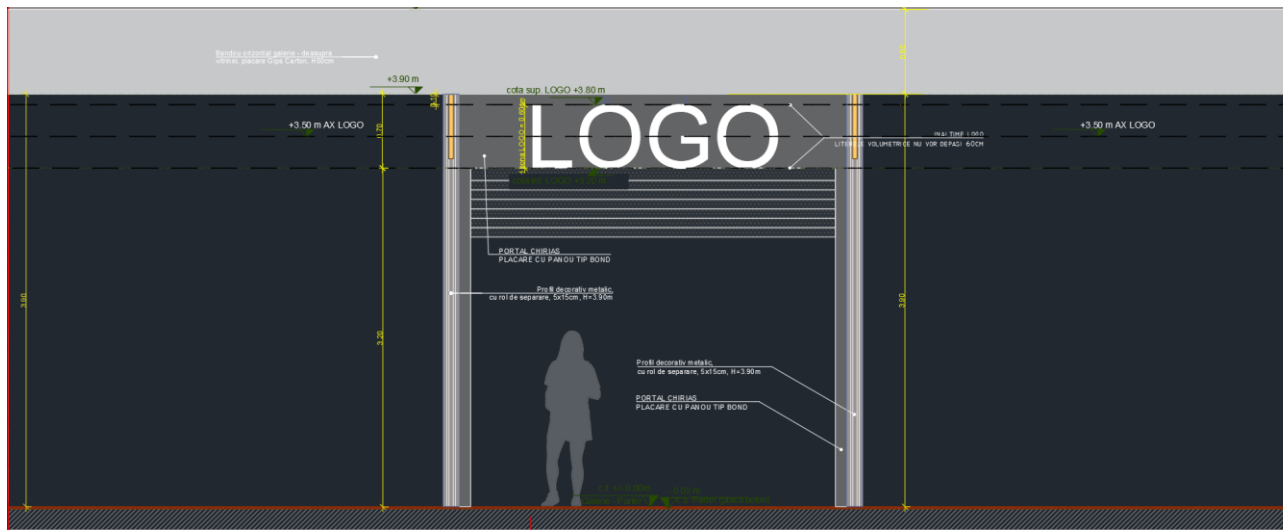


- The logo signage can also be mounted directly on the glass panel, without additional metal structure, respecting the above mounting heights (see figure 2). The power cables will be masked by the glass panels.

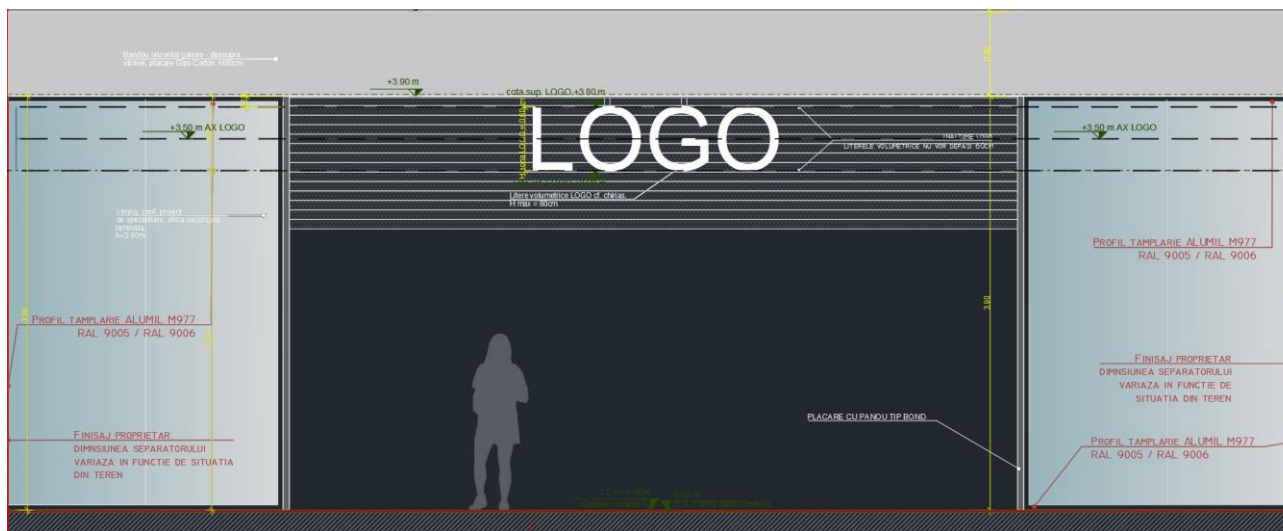


- In case the Tenant opts for closing the facade with a metal roll, a first option accepted by the Landlord is that the volumetric letters (3D) are applied on the portal created from bond, the text being placed centered on the median axis destined to the logo. (see figure 3). Volumetric letters (3D) can exceed the limit of the rent by a maximum of 10 cm.





- The second variant of design and placement of the logo, for the case where the Tenant proposes to close the corridor set back from the rental line, without access portal, the logo can be executed and placed similar to the indications related to the glazed facades, with 3D volumetric letters supported by a metal structure, the size of the letters and the height of installation remaining the same (see figure 4).



All proposals received from tenants regarding the signage must be subject to the Landlord's approval. Full information on shape, size, materials, weight, colors and fasteners will be provided to the Landlord.

The Tenant will design, execute, install and maintain (illuminated) signage mounted in front of the storefront.

The signage cannot be fixed on the Tenant's walls, to separating walls or to the ceiling.

All the bright advertisements must be turned on during the operating time and must be controlled by a programming switch.

All the gripping elements, clamps, lamps and transformers must not be visible.

**"Flags"** (i.e. signs that extend out of the Lease line and into the common areas) with standard dimensions 60cm x 60cm x 8 cm mounted at a height of +3.90 at the top, as per the details and sections submitted in the design package, are permitted. The design of the "Flags" must be approved by the Lessor. Decorative portals or other architectural facade elements attached to the showcase may not extend more than 10 cm beyond the lease line and this only if approved by the Lessor. The flag will always be mounted on the right side of the window elevation.

As the signs are within the height limits of the windows, special attention should be paid to the design of the signs and in particular the methods of support, power supply cables, etc. to ensure an aesthetic design. The cost of production and installation of the Tenant's signs will be borne by the Tenant.

In case the works for the installation of the Tenant's advertisement could degrade the Gallery's finishes (plasterboard elements, painting, etc.), the Tenant is obliged to remedy these works as soon as possible.

The Tenant shall be responsible for the safety of the project and the structure of its own advertisements, as well as for damages and injuries caused by defects in the advertisements.

The following types of signs are prohibited: individual letters with acrylic face or made of cardboard, paper or canvas, box signs with acrylic background and vinyl silhouette letters, letters cut in polystyrene, mobile or rotating devices, projectors, PVC film (sticker).

The signs shall be manufactured using signage materials that will be classified as fire reaction class B2 (s1-d0).

The use of flashing lights is prohibited.

A second sign or other graphic is allowed according to the elevation of the facade only on the interior or for Tenants who have a two-sided storefront with the approval of the Landlord.

## EXPOSURE AREA

Each Tenant will provide a dedicated exposure area for marketing purposes and will indicate the form and details of exposure. This area extends to 1.2 m from the limit of the leased premises inside the store and special attention must be granted to the shape, lighting and signaling materials in this area. This area will be subject to direct Landlord approvals in terms of finishes, lighting, fire safety scenario provisions.

No additions to the Landlord's finishes are allowed.

The intrados of the exposure area must be made of painted plasterboard, no larger than 0.7m. Do not allow closing on this area with coffered ceiling or grid ceiling.

No counter, cash register or packing area can be placed in the exposure area.

Tenants must be careful to the illumination of the exposure area. All circuits from the exposure area must be withdrawn from the ceiling plan

When tenants place exposure boxes near the show case, usually, in the case of jewelry stores, they must be treated as an integral part of the façade.

The details of the exposure boxes, their connections and joints must be sent to the Landlord for approval.

Fire-fighting equipment located close to the entrance should be integrated into the overall design, while remaining as close to the entrance as possible.

**It is required that the sprinkler fire extinguishing system in the exposure area be masked with Concealed cover painted in the colour of the ceiling.**

The area where the shopping baskets/carts are located will be integrated into the overall design;

## SHOP ENTRANCES

Tenants can provide portals for the access area. The materials used will be bond or glass.

All withdrawals from the access area must have the intrados finished with plasterboard plates and with discrete joints at the Landlord's ceiling.

All ceilings of entry niches must present light spots to illuminate the floor.

Hinged doors must not open beyond the Tenant's Leasable Area Limit.

Supported shop front entry systems are:

- Hinged doors made of tempered glass with gaps to compensate for the air to be released and remain open throughout the opening hours;
- Secure sliding doors that retract into recessed niches. The sliding rails must be buried in the floor.
- Rolled suspended vertical rollers are allowed only if the entire metal structure is finished with quality materials and the guiding system, the closing mechanism and the cables are hidden. The drum and the last lamella must be hidden and embedded in the exposure area.

All doors must be in accordance with the requirements of the Inspectorate For Emergency Situations with regard to the means of evacuation and smoke exhaust in case of fire.

If the Tenant opts for the roller, it is required to draw up a structural design, verified by a MLPAT certified design checker at requirement A1, showing the assembly structure of the roller.

The Tenant is required to draw up a resistance project, verified by an MLPAT certified project checker at requirement A1, which shows the structure of the roll.

The structure will be designed independently of the shopfront mounting structure, with poles mounted with connectors in the top and bottom plate. The structure will be designed independently of the shopfront mounting structure, with poles mounted with connectors in the top and bottom plate.

The rollers will be electrostatically painted and the permitted colors are RAL9005 (Jet Black) and RAL9006 (White aluminium).

The rolls must be fully retracted. The drum and the last lamella must be hidden and embedded in the exposure area.

It is mandatory for the roller pillars to be coated with bond or glass. Painted plasterboard finish on the facade is not allowed.

The roller drive box will compulsorily be incorporated in the bond or glass sleeve of the pillars.

**It is forbidden to use action boxes mounted at the surface.**

Tenants must provide disabled access in accordance with current regulations.

The theft detection/security system must be submitted at the same time as the Tenant Development Project.

All cables to the security system must be hidden from view.

It is not acceptable that the power poles and the channels through which the cables are drawn are visible.

## FAÇADE AND SIGNAGE FOOD COURT AREA

Special attention will be paid to the visual organization of the serving area. Equipment placement, graphics, materials and menu boards will be subject to Landlord approval.

The building profile and elevation of the Tenant's counter must be approved by the Landlord prior to construction.

The Landlord will construct a decorative panel above the public area to ensure the architectural uniformity of the fast food units.

The tenant shall install its furniture/serving counters, etc. on the lease boundary, ensuring appropriate and attractive treatment of furniture and display cases that will be visible to the public.

The sides of the dividing walls of the units will completely enclose the tenant's counter and furniture.

The Tenant is not allowed to use, modify, perforate, etc. the partition walls (such as attaching advertisements, etc.).

In the event that a roller shutter is preferred, the roller shutter will be installed on a metal support structure, provided that the Tenant prepares a strength design, verified by an MLPAT-certified design checker to requirement A1, showing the roller mounting structure. The roller will close set back from the rental limit behind the tenant's serving furniture. The roller must retract completely above the bulkhead when in the open position so that the lower edge of the shutter is not visible.

Its signage will be installed on the guard of the unit.

Tenants will provide and install their own signage only in this area designated with volumetric letters. Signage will be illuminated.

**The following types of signs are prohibited: individual letters with acrylic faces or made of cardboard, paper or canvas, box signs with acrylic background and vinyl silhouette letters, letters cut in polystyrene, mobile or rotating devices.**

The use of flashing lights is prohibited. The design, finishing and installation of the advertisement will be at the tenant's expense.

The Tenant will build the menu boards, and install them behind the Lease line.

Color, finish and menu signs will be selected by Tenants, but will be subject to Landlord approval.

Dimensional, illuminated, haloed or backlit and individually mounted letters are encouraged.

The use of backlit Light Box menu boards is encouraged. The design of menu boards is subject to the Landlord's approval.

The Tenant is obliged to realise the smoke display according to the Normative P188/99.

The Tenant will make the entire facade of the gastro units with the exception of the counter provided by the Landlord, element that delimits the lease limit of the space. Any other decorative or construction element will remain under the Tenant's responsibility.

Above the roller shutter, the Landlord will provide a watertight wall area for the signaling of the Tenant between +3.20m and +4.50m with a height of 130 cm and over the entire width of the unit (between the dividing strips).

Only logos consisting of volumetric letters will be accepted. The volumetric letters will be 80 cm high and the text will be placed on the axis of the logo area. Both the text and the background will be centered on the median axis of the entrance and the height of +3.70m will represent the middle of the background and the letters.

There is no limitation on the Tenant's creativity, but the Tenant will place a high value on this aspect.

The tenant shall install its furniture/serving ware, etc. on the lease limit, ensuring proper and attractive treatment of furniture and display cases that will be visible to the public.

The Landlord will provide the counter. The Tenant's furniture will be made on the rental line.

## FLOORS

Acceptable floor finishes on the sales area are high quality carpeting, tiles, hardwood.

Plastic laminate tiles are not permitted in the sales area.

Payload per floor is 500kg/sqm.

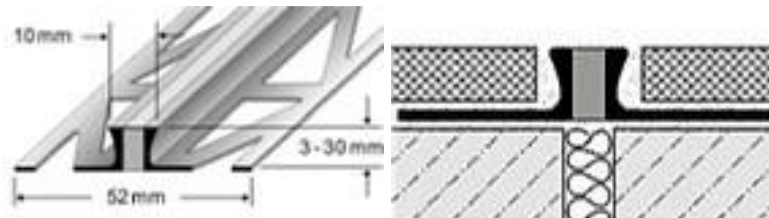
The fit-out works contracts are not allowed to carry out drilling into structural elements for Tenants.

Tenants who execute fitout works in rooms with sanitary installations (water and sewerage) must ensure the area where they use water with a waterproof membrane under the floor finish.

The Landlord will provide concrete floor at -2 cm below the finished floor level for the Shopping Mall - Existing Area and -1.5 cm below the level for the finished floor for the Commercial Center - Expansion Area, all other works required to finish the floor (screeds, floor finishes, etc.) are within the Tenant's scope.

The tenant will take over the finish level of the shopping gallery at the entrance to the store, to avoid creating a difference in liming and prevent tripping. For a distance of 1.20 m from the shop front, the tenant's floor will be at the same level as the shopping center. Differences in level can be achieved by slopes over a distance of 2 m, after the flat surface has been created.

In order to connect to the floor of the Shopping Center, the Tenant will have a "Ω" profile installed as in the pictures below.



## CEILINGS

The Tenant must execute the false ceiling support or suspension structure in accordance with the manufacturer's provisions and safety rules in operation, shall be in accordance with a technical approval or project and shall be verified according to the Romanian regulations.

The entire ceiling support structure must not be visible and must be attached to the concrete or sheet metal ceiling and not suspended from the Landlord's fixtures.

The Tenant shall obtain the Landlord's approval for the systems with which they intend to suspend their ceilings from the building elements of the Leased Premises.

The Tenant shall install in the false ceiling and walls access hatches and walkways to provide access for all M&E equipment installed above the false ceiling (e.g., meters, valves, smoke detectors, smoke dampers, thermal ventilation equipment, smoke traps, etc.). It is forbidden to step directly on the ceiling or its structure during the period of operation of the shop. Suspended ceilings must be made of non-flammable and fire-retardant materials that will not leak or deteriorate under the influence of fire.

The Tenant should consider coordinating all installations in the ceiling plan, such as lighting, transfer grilles, sprinkler heads, smoke sensors, anemostats, smoke grilles. It is forbidden to step directly on the ceiling or its structure during the period of operation of the shop. Suspended ceilings must be made of non-flammable and fire-retardant materials that will not leak or deteriorate under the influence of fire.

**The Landlord encourages the fitting-out of premises without ceilings, with the exception of gastro type spaces. In such cases, the Tenant is required to provide a plasterboard ceiling with a depth of 0.70 ml.**

All surface remaining utilities and concrete intrados must be dyed, without affecting the existing installations of the landlord.

The ceiling can be made at different levels on the sales area.

The tenant shall comply with the maximum permissible mass for suspension in the concrete slab as follows:

- The specific load generated by the suspended ceiling will not exceed 15kg/m<sup>2</sup>.
- The total specific load generated by the installations will not exceed 35kg/m<sup>2</sup>

Fastenings can be made in the slab or the folded sheet. It is forbidden to make beam or panel fastenings.

## WALLS

The partition walls between the stores are made by the Landlord, according to the Fire Safety Scenario of the building, and will be made of a metal structure clad with plasterboard, with the joints closed with adhesive tape but unfinished. For larger units that extend to the outside of the building, the rear wall shall be in accordance with the design of the building and its envelope. The Landlord will not cover the plumbing columns or other structural elements of the building, these will remain to be covered or finished by the Tenants during their works.

The installation of wiring systems, water pipes, sewage pipes, HVAC equipment in partition walls is prohibited. The Tenant may not install furniture anchors or other furniture anchoring systems in these walls.

Any necessary penetrations through these walls shall be made only with the prior written approval of the Landlord and the Landlord's General Planner.

All doubled walls must be finished by the Tenant and executed according to the Fire Safety Scenario.

All partitions must be fixed independently of separating walls and exterior façade elements executed by the Landlord.

The room where the server is located will have Ei 60 walls and a solid metal door (UM-c). 5. Exhaust corridors (which are not clearances, do not limit exhaust lengths) will be protected with EI 60 walls and solid doors (UP-c), (Wood or metal-NU PVC).

Offices with permanent workplaces will be protected with EI 60 walls and EI 45 non-combustible boards; UP-c doors. (Wood or metal-NOT PVC).

If these walls are not built on the full height of the level, an intermediate floor will be made of materials of class A1 or A2sid0/C0 fire resistant minimum 45 minutes.

The walls of warehouses will comply with the Fire Safety scenario and the Norm P118/99 ensuring the necessary fire resistance.

The following criteria shall be taken into account for the arrangement of the own storage facilities in the Tenants' premises:

#### **Option 1A. Setting up of hand storage rooms.**

According to Article 4.2.32 of P118/99 1st edition, the hand storage for a maximum of 20% of the products displayed for sale will be related to an area of maximum 10% of the sales area.

These handy storage units can be separated by furniture;

#### **Option 1B. Development of level storage facilities**

According to Article 4.2.33, 4.2.34, Article 2.3.45, and Table 2.4.2 of P118/99 1st edition, for the development of warehouses that do not fall into the category of hand warehouses, these warehouses shall be separated from sales areas as follows:

a) for heat load density of maximum 630 MJ/sqm (determined by calculation based on data provided by the Tenants), partition walls shall be non-combustible A1/Co - EI 120 and non-combustible A1/CO - REI 90; doors communicating with other spaces shall be minimum EI 45-c.

b) for heat load densities higher than 630MJ/sqm, (whatever the value), the partition walls shall be minimum A1/Co - EI 180, considering that these spaces shall be equipped with sprinkler installations. The planks will be A1/Co - REI 90. Doors communicating with the rest of the space shall be EI 90-c, by assimilation with the provisions of Article 2.4.22. of P118/1999).

#### **Option 1C. Fitting out of warehouses with areas larger than 36 sqm**

According to Article 2.3.45 and Article 2.3.46. of Regulation P118/99, for warehouses with areas larger than 36 m<sup>2</sup>, it is necessary to ensure special fire safety measures in terms of compartmentalisation in relation to other spaces and to ensure the evacuation of smoke that may develop in the event of a fire (partitioning is achieved by non-load-bearing interior walls and floors made of C0/A1 materials ensuring a fire resistance of 180 minutes). Under Article 2.4.2. and table 2.4.2. of Regulation P118/99, the fire resistance of the walls will be 180 minutes, taking into account the fact that all spaces are equipped with automatic sprinkler and smoke extraction systems.

Doors from storage areas must be hidden as much as possible and must not be placed in the customers' vision field.

The walls that surround wet areas (washing machines, kitchenettes, toilets) and gastro-type activities will be executed from waterproof plasterboard and will be treated with a waterproof membrane before finishing.

Tenants whose activities produce noise must ensure sound insulation for walls and the ceiling.

If the Tenant will not provide a supporting structure that is independent from the structure of partition walls, it is accepted for the grips of doubling walls profiles to be executed in the same vertical profiles that support the partition walls of the Landlord and doubled profiles that are directly attached to the plasterboard plates will not be accepted.

The use of this type of grip mentioned above is valid only if the shelves have a self-supporting structure and will not bend the doubled walls.

**It is forbidden to anchor in the console the shelves of doubling walls that do not have an independent supporting structure.**

It is forbidden to use the partition walls of the Landlord for any type of anchoring of furniture objects.

The smoke screen shall be made by the Landlord and the Tenant has no right to interfere with it in order to attach the logo or to bring the logo power cable into position. The smoke screen is regulated by the fire safety scenario.

In the restaurant and fast food areas smoke screens will be provided according to P118/99 Articles 3.8.7 and 3.8.8.

## FURNITURE

Location, details and finishing of all pieces must be indicated in the Tenant's proposals. This includes, but is not limited to, cash registers, wall display systems and fitting rooms.

Between the furniture pieces, sufficient space is necessary for the circulation of customers, the visibility of goods and ensuring exhaust routes.

It is recommended for furniture elements to not exceed the height of 140 cm, unless they are fixed to a wall.

Partitions between stores may not be used for supporting hanging furniture, shelving or for hanging heavy objects. Tenants will be required to execute additional support structures and/or false walls for this purpose in front of the dividing walls between shops.

Any other type of exposure is not allowed outside of the leased premises or in withdrawals of the access to the store.

All stores with fitting rooms must ensure at least one fitting room for disabled persons, equipped with an alarm system.

Permanent elements of furniture and interior design shall be made of non-flammable materials, which must be accompanied by documents attesting to fire resistance and/or reaction to fire, according to Romanian legislation.

## INTERIOR LIGHTING IN THE EXHIBITION AREA

All lighting fixtures from the exposure area, which are not decorative must be withdrawn. This also includes the serial lighting fixtures.

- It is recommended to use low voltage lights for decorative purposes.
- No fluorescent lighting units are allowed in the exposure area.
- Lights in the exposure area will remain switched on during the hours of operation of the center and will be controlled by a programming switch.
- The Tenant must provide lighting fixtures withdrawn at the intrados of any niches.

- It is mandatory to use warm light and the creation of insufficiently illuminated areas will be avoided, risking by this the non-attractiveness of the store premises.
- All the boxes and display elements must be properly lit.
- Flashing lights or stroboscopic effects are not allowed in the exposure area.

## INTERIOR LIGHTING IN THE SALES AREA

Lighting of the Tenant's premises will be made so as to not create a direct inconvenient light from the store in the shopping center area or in other spaces.

Lighting fixtures with intense discharge are not allowed.

All fluorescent installations in public areas will be completely withdrawn and will be equipped with filters for dimming intense light.

Fluorescent tubes of 60x60 cm or larger are not allowed in the sale area.

We recommend that the lighting level in the shop has the following values:

- Small commercial spaces 300 lx
- Large commercial spaces 500 lx
- Pay desks areas 500 lx
- Packing area 500 lx
- Promotional stand 1000 lx
- Product focus 1000 lx
- Wall shelving 1000 lx

## AIR CONDITIONING

### LANDLORD'S WORKS

The Landlord will provide connection points for hot/cold water supply pipes and for air inlet/outlet at the boundary of the Leased Premises.

The meters as well as the motorized balancing valves are installed by the Landlord.

Fresh air is introduced into the building from the Landlord's equipment.

### SPECIFIC THERMAL LOADS

For each Tenant, a metered water loop connection has been provided, with the following parameters:

- Water loop turn/return temperature - summer: 31/38°C
- Water loop lap/return temperature - winter: 25/18°C
- Thermal cooling load installed on the water loop: 100W /m2

## TENANT'S WORKS

Water source heat pump units/water cooled VRV/VRF system and any other works in the leased space such as internal distribution pipes and ducts, connections, etc. shall be supplied, installed and connected by the Tenant and in accordance with the approved concept for the leased area.

## SMOKE EXHAUST SYSTEM

### LANDLORD'S WORKS

The Landlord will provide a connection point for the smoke exhaust system in the Landlord's premises, according to the Fire safety scenario approved for the Shopping Center.

According to the Fire Safety Scenario, Ploiesti Shopping City is equipped with 2 smoke extraction systems:

**EXISTING AREA** - natural smoke extraction through smoke traps. The position and type of the smoke vent will be revealed on site.

**EXTENSION** - mechanical smoke exhaust system. The Landlord will provide a connection point for the smoke exhaust system in the Landlord's premises, according to the Fire safety scenario approved for the Shopping Center.

In order to limit the propagation of fires in the area of commercial spaces, smoke extraction systems consisting of exhaust devices (manually and automatically operated smoke and hot gas exhaust fans to be mounted on the roof) have been provided. The arrangement of smoke screens shall be in accordance with P118-99, art 2.5.36, depending on the heat load density. In each commercial space on the ground floor and first floor, a normal closed exhaust damper has been provided, sized for the flow to be discharged, which will open when ordered by the Landlord's ECS.

The exhaust air flow rate was set from 1.0 m3/s for a surface of 100 sqm (but not less than 5400 m3/h).

The fresh air intake required for compensation during the defrosting phase shall be carried out mechanically, in accordance with the provisions of Article 2.5.20 of regulation P118; the introduced flow shall be min 60% of the discharged flow.

## TENANT'S WORKS

The shopping center is equipped with mechanical exhaust of smoke and hot gases so that it is necessary to provide at least one exhaust outlet at a maximum of 320 sqm.

If the Leased Premises exceeds 320sqm, the tenant shall extend the smoke extraction ducting (fire resistance 1h EI 60) from the related smoke extraction shaft to provide the required number of outlets. Smoke exhaust in case of fire from spaces to be provided with full suspended ceilings will be through permanently open transfer grilles.

The intake of compensation air into the commercial space area will be carried out by the tenants by means of permanently open gaps to ensure the access of shoppers from the gallery (gaps provided only with metal gratings for securing the spaces outside opening hours or slots executed in the access doors, with free surface according to the requirements submitted in the plans of the design package and the Fire Safety Scenario). Clear passage area must be provided in the lower third of the windows, doors, rollers.

In the case of false ceilings, the smoke evacuation will be done through grilles (slots) with a surface of min. 1% of the floor area.

The evacuation of smoke trapped between the ceiling and the false ceiling will be done mechanically.

In the case of mechanical smoking, it is preferable that the smoking holes are evenly distributed, but as far away from the fan intake as possible.

For natural smoke evacuation, the area of smoke vents shall be at least 1% of the floor area.

In compliance with Article 2.3.46 of P118/1999 1st edition, for warehouses with areas greater than 36.00 sqm it is mandatory to exhaust smoke by mechanical smoke evacuation and mechanical air compensation.

Also, according to Article 7.5.5 of P118/1999, smoke extraction and air compensation in warehouses shall be provided by systems independent of those in sales areas.

The smoke extraction and compensation installation, related to the warehouse exceeding 36 m2 will be executed by the Landlord at the level of specific connection in the leased unit. From the connection point, the Tenant will extend its smoke extraction and compensation ducts to the level of the warehouse exceeding 36 m2. The Tenant will bear all specific costs (design and execution) of these works for the preparation of the smoke exhaust and warehouse compensation systems, although part of these works will be carried out by the Landlord.

## VENTILATION SYSTEM - SHOPS

For each tenant, a fresh air inlet and an exhaust air outlet have been provided from the central ventilation system. The 2 connections will provide the following parameters:

- Fresh air inlet connection: Specific debit: 5 mc/h per 1 sqm
- Bad air exhaust connection: Specific debit: 3.5 mc/h per 1 sqm

## FOUL AIR EXTRACTION FROM SANITARY GROUPS

### LANDLORD'S WORKS

The Landlord does not provide exhaust air connection for toilets.

## VENTILATION SYSTEM - FAST FOOD and RESTAURANT

### LANDLORD'S WORKS

The restaurant area has its own HVAC system. Restaurant tenants can either have their own HVAC system or a shared one.

All food premises with kitchen exhaust systems with a flow rate higher than 4000cm/h shall be equipped with induction hoods; the compensation flow rate of the induction hood shall be at least 80% of the exhaust flow rate.

The fresh air supply will be made from the common space (gallery) and will be exhausted through the hotel exhaust (20% difference between the exhaust air flow and the air flow introduced by the hoods).

The Tenant will install professional induction/compensation hoods with electrostatic hood filter system and activated charcoal filters, which remove odors from the cooking area, thus eliminating the resulting grease vapors.

The professional stainless steel hood will also introduce fresh air with double flow - air inlet and extraction.

During winter, fresh air will be additionally heated by means of a built-in electrical resistance.

The air that is discharged from the food preparation area is subjected to absolute filtration to retain the odor. For this operation, electrostatic and activated carbon filters will be used. This filtering device is mounted on the exhaust route before the fan.

The sizing of hoods will be made depending on the surface of cooking hobs.

Under Article 8.7.15 of Regulation 15-2010 hoods and exhaust ducts, for kitchens, shall be made of class A1 (C0) fire reaction materials and shall be placed 0.50 from elements and materials made of combustible materials. At penetrations through walls and ceilings, and inside other rooms, the exhaust ducts shall be made of Class A1(C0) fire-resisting materials and shall have a fire resistance equal to that of the penetrated element, but not less than EI60'. Exhaust fans shall be F300oC/60' fire resistant.

### TENANT'S WORKS

The Tenant will design, obtain Landlord's approval, procure and execute all HVAC installations in the Leased Premises.

All maintenance work for Tenant's HVAC systems in the Leased Space is the sole responsibility of Tenant, including related costs.

The thermal/cooling consumption in the leased space will be calculated using thermal energy meters at the point of connection to the supply. Heat meters have a remote reading interface.

All pipe supports will be metal.

Ductwork material and all support items for ductwork and HVAC equipment shall be detailed in the Tenant's layout plan and submitted to the Landlord for approval.

The air tightness of the pipe joints shall be in accordance with the standards.

**The Landlord does not accept alternative air conditioning solutions such as VRV/VRF (except water cooled systems), mono/multi-split or similar solutions.**

## SANITARY INSTALLATIONS - COLD WATER SUPPLY & SEWERAGE

### LANDLORD'S WORKS

The Landlord will provide you with a cold water and sewage connection at the edge of the leased space.

The landlord will additionally provide, at the boundary of the space, a sewage (grease) connection point for the gastro type spaces (restaurant/fast food/cafés) on the first floor. The pipes for the additional connection are directed to a grease separator.

All gastro type premises (restaurant/fast food/cafés) are required to install at least one grease trap inside the premises to collect all appliances/systems that may discharge grease into the sewer.

The Tenant will supply and install all necessary floor drains in all kitchens and laundry rooms, including waterproofing work. All floor drains in kitchen areas must be connected to the grease trap system or to the sanitary sewer lines provided by the Landlord.

### TENANT'S WORKS

The Tenant's concept must provide cleaning parts for the eventual removal of blockages in the sewerage systems and condensate trap for ventilation equipment and heating systems (heat pumps), with a mechanical odour trap (according to the technical data sheet attached to the design package), to prevent the backflow of unpleasant odour from the sewer pipe.

The Tenant shall carry out all works beyond the connection point provided at the boundary of the Leased Premises in accordance with the approved project.

If hot water supply is required, the Tenant will install their own electric boilers as required.

### CONDENSATE DRAINS FOR HVAC EQUIPMENT

The Landlord will not provide dedicated connection points for HVAC condensate drains at the boundary of the leased space.

The TENANT will connect directly to the sewer connection. All works, including odour trap (mandatory siphoning), are the responsibility of the Tenant.

## FIRE PREVENTION INSTALLATION

The fire suppression systems contain hydrants, fire extinguishers, a sprinkler system row 1 for the protection of the structure and a connection point for a secondary sprinkler system (row 2) for the protection of the floor, at the limit of the Leased Premises, if necessary.

The second row of sprinklers, as well as specialized extinguishing systems, i.e. the use of a foam-based extinguishing system (intended for Class F fires - burning vegetable oils, burning vegetable or animal fats), in the hoods of hot food preparation in public food premises, according to Article 3.8.8 of NP 188/99., must be designed and made by the Tenant, at its expense with a contractor who is authorized according to the rules in force.

Any subsequent modifications and/or additions (additional smoke sensors, installation of optical indicators due to false ceiling installation, additional sirens and actuator buttons, position changes to existing elements, etc.) subsequent to the upper level sprinkler system or hydrant installations due to the Tenant's interior configuration, ceilings, etc. will be made by the Landlord at the Tenant's expense.

The technical parameters for sprinkler protection in the Leased Premises shall be in accordance with the regulations in force.

Mobile fire extinguishing systems imposed by the law (i.e. manual fire extinguishers etc.) will be ensured by the Tenant.

Warehouse type spaces arranged in shops are classified according to hazard in class OH3 (medium hazard) according to Table 15.2 of ANNEX NR. 15 to P118/2-2013 updated.

As a result, the area protected by a sprinkler head is 12.00 sqm, according to Table 7.4 of 118/2 - 2013 updated, the ceiling sprinklers provided in the entire MALL (including the Tenant's sales room), being located (at the ceiling) so as to sprinkle an area of max. 12 sq.m.

In warehouses / sales areas related to commercial spaces, storage shall be according to storage class OH3 - according to table 7.1/P118/2-2018, namely:

Storage category I (see table 15.4 P118/2), storage type ST1 (VRAC) - max 4m and storage type ST2-ST6 - max 3.5m

Storage category II, (see table 15.4 P118/2), storage type ST1 (VRAC) - max 3m and storage type ST2-ST6 - max 2.6m

Storage category III, (see table 15.4 P118/2), storage type ST1 (VRAC) - max 2.1m and storage type ST2-ST6 - max 1.7m

Storage category IV, (see table 15.4 P118/2), storage type ST1 (VRAC) - max 4m and storage type ST2-ST6 - max 1.2 m

## ELECTRICAL INSTALLATIONS

### LANDLORD'S WORKS

The Landlord will provide a single power supply cable to the Leased Premises, with the capacity set out in the Lease Agreement.

The Landlord will provide an installed power (triphased) of 100W/m<sup>2</sup> for retail/fashion/café units and 45kW for casino/fast food units. The electrical distribution is made with copper cables with increased fire propagation delay in the sleeve, halogen-free, with low smoke emission, type N2XH, fire reaction class B2ca s1d1a1.

If the Tenant requires a higher amount of connection than mentioned above, the Tenant shall bear the costs of the increased connection and the costs of modifying its power and metering system to the extent that such additional costs arise.

In the event of a fire, the mall's detection system will disconnect power to tenants at bus-bar level.

Electricity supply will be from the normal consumer panel, the Landlord will not provide any back-up power supply for the stores (UPS/GENERATOR). Depending on the need, each shop will provide its own backup power source (local batteries / UPS).

The Landlord will install the first row of the signaling and fire detection system and will leave for the Tenant a pending connection to be able to also integrate the second row of this system.

For each leasable location, the Shopping Centre will provide a fibre optic connection (Single Mode 4). The data cables will be centralized in a telecom room rack, where there will also be vendor racks, so that each tenant can connect to the rack of the chosen service provider. Connection to the supplier's support is not within the Landlord's purposes, nor is the provision of data, television or telephone services. Also, the signal conversion system (media converter) is for the purpose of the Tenant.

## TENANT'S WORKS

The Tenant is obliged to use low smoke, halogen free materials and the main switch will be sized according to the switch protecting the main power cable positioned in the tap off or in the main panel.

If the Tenant requires a higher installed power than mentioned above, the Tenant shall bear the full additional costs which may include modification of the cable section, modification of the tap-off connection box, including related metering. The Tenant will design and execute its own low voltage panel according to the standards. The panel shall be of the indoor, modular type with a minimum protection level of IP 43 and provided with a protection system against electric shocks and a surge protection system.

Delay (interruption of electricity supply) in case of fire will be done from the bus-bar by the Landlord.

All equipment installed by the Tenant must have the required certifications in Romania.

**Under no circumstances will electrical panels be placed in warehouses.**

The work must be carried out exclusively by an ANRE authorized electrician.

The electrical cables and tubes used for the execution of the hard current installation must be halogen-free - cables type N2XH / NA2XH; electrical cables type CYY/F are not acceptable.

The electrical cables, low current (fire detection and signaling installation) shall be type JEH(St)H E90 1x2x0,8 PH90 or 2x2x0,9 PH90, according to EN61034, EN50267, IEC 60331. JY(St)Y cables are not acceptable for fire detection and signaling installation.

All cables used to power equipment for vital current systems, must be made of COPPER and fire resistant, in accordance with the EU and Romanian legislation in force.

Emergency lighting installations and exit signs shall be executed in accordance with the approved specialist project, drawn up in accordance with the legislation and provisions of the specific rules, as follows:

- lighting fixtures for marking the escape routes (EXIT), with battery having an operating autonomy for minimum. 2h, marked with pictogram and arrow, cf SR EN 1838/2014.
- safety lighting fixtures for marking interior fire hydrants, with battery, with an operating autonomy for at least 1h.
- panic safety lighting fixtures provided with emergency kit of min. autonomy of 1h equipped with automatic switch-on command after the normal lighting has broken.
- in addition to the automatic start control, the panic lighting is also provided with manual controls from several places accessible to the staff. Removal of panic lighting shall only be done from a point accessible to designated personnel.

The emergency lighting system in the Leased Premises will be provided by the Tenants.

## DETECTION AND FIRE ALARM

Row 1 Smoke Sensors shall be supplied by the Landlord and installed at the soffit level of the slab by the Landlord, according to the Landlord's general engineering plans.

Smoke detectors on row 2 required by regulations due to the Tenant's interior configuration, ceilings, etc., will be designed and installed by the Tenant.

Tenant's smoke detectors and related equipment must be compatible with Landlord's installed smoke detection and smoke alarm system and receive Landlord's approval prior to installation.

Each Tenant is obliged to contract the services of an approved designer and to draw up a fire detection and signaling project. Depending on the architecture and partitioning, manually operated buttons, sirens, detectors for layer 2 (under the false ceiling) and optical indicators to signal the position of layer 1 detectors may be required. All these are under the Tenant's responsibility. In order to be taken into the mall's detection system, the Tenant must have an MLPTL-approved project verified and approved by the Landlord. The Tenant must install the system with an authorized company, and use systems approved by the legislation in force.

If the Tenant does not use the same type of system as the Landlord, the Landlord is directly responsible for any incompatibility between the two systems. Should the Tenant fail to remedy any communication conflict between systems, Landlord will install a compatible system which will subsequently be re-invoiced to Tenant.

Depending on the project, the Leased Premises can be taken over/integrated into the fire detection system in 2 ways:

- Either it uses detectors/sirens/buttons from the same manufacturer as the mall to be taken directly into the layer 2 loop, in the connection dose. The connection in box will be made by the company performing the 2 layer works for the Tenant.
- Either the Tenant will install an independent detection system, with its own central unit, the integration of the Tenant will be done through a transponder, the cost of which will be borne by the Tenant.

Tenants will be responsible for any additional costs that may be incurred as a result of modifications to the fire detection system and other equipment resulting from the partitioning work.

The cost of integrating fire dampers into the Landlord's central fire system will be borne by the Tenants.

Manual alarm triggers (warning buttons) shall be positioned on emergency exit routes, at each exit outside as well as in the internal space so that the distance to a manual alarm trigger is no more than 20m.

Access control systems must be taken over in the fire control panel for emergency magnet discharge. The Tenant has the obligation to unlock the access control installed on the doors in the space so that they unlock in case of emergency.

The emergency power supply for the common areas and safety features installed by the Landlord, which is required by the authorities, is supplied and installed by the Landlord.

For the Tenant's specific consumption, the Tenant must install its own emergency power system (e.g. Uninterruptible Power Supply).

If the ECS (detection control units) must be installed, then the location of the IDSAI related control and signaling equipment shall be carried out in specially designed rooms separated by non-combustible construction elements of fire reaction class A1 or A2-s1d0, with a minimum fire resistance of REI60 for floors and minimum EI60 for walls. Access openings to these rooms will be protected with EI2 30-C fire resistant doors. ECS spaces shall be provided with safety lighting installations for continued work and at least one detection element connected to the fire alarm system.

## UTILITY METERS

Each shop will be provided with a remotely readable utility meter for measuring the Tenant's electricity, heat (for heat pumps) and cold water consumption - with an interface to allow communication with the BMS. Meters will be supplied and installed by the Landlord at Tenant's expense.

Each space will have an electricity meter positioned on the bus bar with M-bus communication, a heat meter with M-bus communication, positioned on the heat pump connection and a water meter, also with M-bus communication. All three meters will be taken into the mall's centralized BMS system where all readings will be recorded. The meters will be installed by the Landlord and the cost will be re-invoiced to the Tenants. The heat pumps as well as the dedicated shop air conditioning units will not be monitored or controlled by the mall's BMS system.

In the case of Tenants that have external advertisements on the building façade or on the totem, the electrical counter for measuring their electrical consumption will be installed by the Landlord at the cost of the Tenant.

## STRUCTURE/RESISTANCE

Any alterations or additions to or strengthening of the Landlord's structure necessary to permit the Tenant's Work to be performed shall be made only with the prior written approval of the Landlord and the Landlord's General Planner. Any such alterations shall be made by Landlord's Contractors at Tenant's expense and in accordance with approved designs.

Any expansion joints crossing the leased space must be considered and taken into account in the Tenant's design and construction work. The Tenant shall obtain prior approval from Landlord for specific materials and joint systems.

## ROOF PENETRATIONS

Any tear-off or alteration relating to the roof area shall be clearly approved at the design stage to receive the Landlord's final approval of the position in relation to the roof structure and equipment.

Roof tear-offs will be performed by the Landlord's Contractor and the cost of the tear-offs will be recovered from the Tenants by the Landlord.

These tear-offs will be subject to the Landlord's approval and their design will need to include construction details, dimension configuration, location and support. Prior to the placement of any equipment on the roof, the Tenant shall contact the Landlord, who shall notify the General Contractor for the provision of roof tear-off and insulation services when the Tenant's Contractor is ready to install the equipment.

After all necessary materials are on site, the Landlord's Contractor will perform the trenching, install the equipment, hood exhaust ducts, etc. and waterproof and heat insulate the roof. No voids will be performed in inclement weather or that cannot be repaired by the Landlord's Contractor on the same day.

## NATURAL GAS

No gas connections will be available in the building for tenants as the use of natural gas in the Leased Premises is prohibited.

# ANNEXES

## CHAPTER A - DESIGN DOCUMENTATION

The Tenant shall deliver to the Landlord's Tenant Coordinator two (2) copies of documents in printed form and one copy in reproducible form (in AutoCAD, MS Word, MS Excel) of the detailed Detailed Construction Drawings fully prepared at the Tenant's expense by the Tenant's Designer.

### 1. Architecture

- General plan of the floor, indicating the Leased Premises, specifying the limit of the leased area and the lengths of the escape routes.
- The fit-out plan/s of the Leased Premises (1:50 scale) Location of partition walls, gripping devices, racks, shelves with their dimensions and location on the plan. Specification of all materials, colors and finishes. Indication of any connections to the power supply networks to be installed. Details of technical requirements for mechanical and electrical specialties.
- Detailed plan of fixing elements (1:50 scale)
- Elevations and detailed sections of the shop front (1:20 scale)
- Detailed plan of the shop front sign (1:20 scale)
- Suspended roof/ceiling plan with lighting fixtures fit out (1:50 scale)
- Interior elevations (1:50 scale)
- Interior details and sections (1:10 scale).
- List of Interior Finishing
- Joinery panel (1:50 scale)
- Metal confections (1:50 scale)
- Other drawings and details if needed
- Heat load calculation
- Report on the quality verification according to Law 10/1995 and Government Decision 925/1995, to the quality requirements Cc - fire safety
- Project Verifier ID, at quality requirements Cc

### 2. Thermal and sanitary installations

- HVAC general plan (1:50 scale) - Heating, ventilation (including smoke exhaust), air conditioning scheme, sketches and full technical specifications with detailed ductwork location (1:50 scale)
- Authorization for the design of smoke extraction and smoke exhaust systems and installations
- Sanitary Facilities Plan (1:50 scale) - Plans and specifications indicating equipment, piping routes for drainage, ventilation and water supply, location of valves, spills, grease traps and any other special or specific requirements. The position of the water and gas meters will be indicated.
- Sprinkler Plan (1:50 scale) - A dimensioned plan of the sprinkler head layout with second level (if any) of pipes (if required).
- Hydraulic construction design including single layer pipe layout plans, main equipment concept and sectional drawings, where required, and pipe sketches.
- Authorization for the design of fire containment and fire extinguishing systems and installations
- REFERENCE on quality verification according to Law 10/1995 and Government Decision 925/1995 for "fire safety" requirement Ci - installations
- Project Verifier ID, at quality requirements Ci

3. Electrical installations
  - Electrical/ lighting and switching plan (1:50 scale)
  - Suspended roof/ceiling plan (1:50 scale)
  - Design for low voltage currents, including single wire diagram for each system (data/communications, access control, CCTV cameras, public address and public address system, fire detection and alarm systems, BMS systems, etc.).
  - Authorization for the design of fire detection and fire alarm systems and installations
  - REPORT on quality verification according to Law no. 10/1995 and Government Decision 925/1995 for "fire safety" requirement Ci - installations
  - Project Verifier ID, at quality requirements Ci

## **CHAPTER B - DOCUMENTATION ON EXECUTION**

### **LIST OF EXECUTION DOCUMENTS NECESSARY FOR IGSU**

1. Fire extinction installations (sprinklers and hydrants)
  - copy of the contract between the Tenants and the company executing the works
  - authorization of IGSU specialized firm executing the works
  - minutes regarding buried works
  - report on commissioning and testing of the installation
  - materials conformity certificate
  - technical approvals of materials
2. Fire detection installations (fire detectors):
  - copy of the contract between the Tenants and the company executing the works
  - authorization of IGSU specialized firm executing the works
  - minutes regarding buried works
  - commissioning minutes
  - acceptance report for the fire detection installation;
  - materials conformity certificate
  - technical approvals of materials
3. Safety lighting and anti-panic installations:
  - copy of the contract between the Tenants and the company executing the works
  - authorization of IGSU specialized firm executing the works
  - minutes regarding buried works
  - acceptance and commissioning report for safety and anti-panic lighting;
  - materials conformity certificate

- technical approvals of materials
4. Electrical installations:
    - copy of the contract between the Tenants and the company executing the works
    - ANRE specialized authorization of the company executing the works
    - minutes according to the quality control program
    - acceptance and commissioning report for electrical installations;
    - materials conformity certificate
    - technical approvals of materials
  5. Smoke exhaust system:
    - copy of the contract between the Tenants and the company executing the works
    - authorization of IGSU specialized firm executing the works
    - minutes regarding buried works
    - acceptance report for the smoke evacuation system in case of fire
    - materials conformity certificate
    - technical approvals of materials
  6. Fire resistant walls/fire resistant ceilings/fire resistant doors:
    - report of hidden works for fire resistant walls, ceilings and doors, according to GP 059/2016, Annex B
    - acceptance minutes for fire resistant walls, ceilings and doors.
    - materials conformity certificate
    - technical approvals of materials
    - technical notice fire resistant system
  7. Doors
    - minutes regarding the mounting
    - materials conformity certificate
    - technical approvals of materials
  8. Secondary metal structures (if applicable)
    - minutes regarding buried works
    - minutes of qualitative reception
    - minutes of works
    - welding execution report
    - minutes of reception of the secondary resistance structure
    - technical approvals
  9. Sealing (fire resistant seals if applicable)

- execution report signed by the RTE; Annex to the report - centralizer of the matting: type of matting, type of installation, fire resistance, approval number and page of the approval/ solution in the approval
- zoning plan with indication of the calking
- IGSU authorization of the company that carried out the calking.
- materials conformity certificate
- technical approvals of materials

10. Hood exhaust system

- execution report
- material conformity certificates (ducts, fans, filters)
- technical approvals of materials

11. Hood fire extinguishing system

- commissioning minutes
- material conformity certificates (hood extinguishing system)
- technical approvals of materials

12. Other documents:

- Declaration of the Site Manager of the Contractor on the completion of the works;
- Acceptance and commissioning report for plumbing installations;
- Acceptance and commissioning report for the thermo-ventilation installation (Heating, Ventilation, Air Conditioning);

13. Minutes for the installation of external advertisement panels, a technical memorandum that also includes MLPAT endorsed advertisement design.

14. Copies of contracts between the tenants and the companies executing the works.

15. Technical approvals and endorsements, or quality certificates in accordance with the materials, standards used, supplier's declarations of conformity, and any other documents required by law for construction materials.

16. Any other document requested by IGSU representatives.

All documents must be presented in original or certified copies, notarized copies or true copies of the original; in this case, the certification will be made by a person authorized by the Tenants (e.g. the site manager, his signature and stamp).

The Landlord will obtain the necessary global permits for the building. Any individual operating, fire safety and other permits and Tenant's business/tax registration required for each of Tenant's premises shall be obtained by the Tenants.

## ANEXA 7

### CHELTUIELILE PRIVIND SERVICIILE COMUNE

Cheltuielile privind Serviciile Comune reprezintă toate costurile, taxele și cheltuielile aferente Spațiilor și Partilor Comune, inclusiv fără limitare:

- a)** costul total al utilitatilor pentru Spațiile și Partile Comune;
- b)** primele de asigurare aferente polițelor de asigurare încheiate de Locator cu privire la Centrul Comercial;
- c)** toate impozitele, taxele și orice alte astfel de contribuții publice (inclusiv taxele și impozitele izvorând din dreptul de proprietate) existente sau viitoare, impuse la nivel local sau național, cu privire la sau atribuibile Centrului Comercial sau terenului aferent Centrului Comercial;
- d)** toate costurile de administrare de orice fel inclusiv costurile izvorând din colaborarea cu societatea de management numită de Proprietar pentru managementul, gestionarea și administrarea generală a Centrului Comercial, precum și cheltuielile suportate cu angajarea sau colaborarea cu orice persoană fizică sau juridică pentru sau în legătură cu serviciile de contabilitate, sau cu alte prestări de servicii având legătură cu managementul, gestionarea și administrarea generală a Centrului Comercial;
- e)** toate costurile aferente serviciilor de securitate, inclusiv pentru instalarea și funcționarea oricărui sistem de securitate sau de avarie pentru Spațiile și Partile Comune, precum și toate costurile suportate cu achiziționarea, exploatarea, verificarea regulată, repararea, înlocuirea, casarea sau în orice alt mod în legătură cu echipamentele și sistemele de securitate, în cazul în care Proprietarul va decide unilateral contractarea acestor servicii;
- f)** toate costurile aferente serviciilor de prevenire a incendiilor, inclusiv costurile suportate cu

## ANNEX 7

### SERVICE CHARGES

The Service Charges represent all the costs, taxes and expenses associated with the Common Areas and Parts, including with no limitation:

- a)** the total cost of utilities for the Common Areas and Parts;
- b)** the insurance premiums of the insurance policies concluded by the Landlord with regard to the Commercial Centre;
- c)** all existing or future taxes, duties and any other such public contributions (including taxes arising from ownership right), required locally or nationally, with respect to or attributable to the Commercial Centre or to the land correspondent to the Commercial Centre;
- d)** all administrative costs of any kind including costs arising from collaboration with the management company designated by the Landlord for the management and general administration of the Commercial Centre, as well as the expenses incurred in hiring or collaboration with any natural or legal person, for or related to accounting services, or other services related to the management and general administration of the Commercial Centre;
- e)** all costs incurred with security services, including the installation and operation of any security or breakdown system for the Common Areas and Parts and all costs incurred with the acquisition, operation, regular checking, repair, replacement, cassation or in any way connected to the security equipment and systems, if the Landlord shall unilaterally decide contracting these services;
- f)** all costs related to fire prevention, including costs incurred with the acquisition,

achiziționarea, certificarea, exploatarea, verificarea regulata, repararea, înlocuirea, casarea, sau in orice alt mod in legătura cu echipamentele si sistemele de stingere a incendiilor sau cu aparatele auxiliare;

**g)** toate costurile suportate cu serviciile de curatenie pentru interiorul Centrului Comercial, inclusiv pentru exploatarea, întreținerea, curatarea (inclusiv deratizarea si orice alt procedeu asemanator), decorarea, mobilarea, operarea, echiparea, iar atunci cand este cazul pentru modificarea, repararea (inclusiv reparațiile capitale), restaurarea, reînnoirea sau reconstruirea oricărei parti dintre Spatiile Comune Interioare, precum si costurile cu materialele consumabile aferente Spatiilor Comune Interioare;

**h)** toate costurile suportate cu serviciile de curatenie pentru exteriorul Centrului Comercial, inclusiv costurile pentru exploatarea, intretinerea, curatarea, decorarea, operarea, echiparea, iar atunci cand este cazul pentru modificarea, repararea (inclusiv reparațiile), restaurarea, reînnoirea sau reconstruirea oricarei parti dintre Spatiile Comune Exterioare, eliminarea zapezii si a ghetei, imprastierea de material antiderapant si sare pe drumuri, cai de scurgere si pasarele, precum si pentru costurile legate de furnizarea de proiectoare, plante, arbusti, copaci, gazon sau alte elemente de peisagistica pentru spatiile verzi precum si mobilier si echipament stradal, lampi decorative, ecrane mobile, sculpturi, vitrine, panouri cu informatii, prim ajutor sau orice alte astfel de facilitati in Spatiile Comune Exterioare precum si costurile cu materialele consumabile aferente Spatiilor Comune Exterioare;

**i)** toate costurile aferente serviciilor de colectare, depozitare si evacuare a deseurilor, procurarea recipientelor menajere, amenajarea spatiilor pentru depozitarea deseurilor si intretinerea acestor spatii in interiorul Spatiilor si Partilor Comune;

**j)** toate costurile aferente serviciilor de operare, verificare, testare, intretinere, inlocuire sau reparare (fie curenta sau capitala) a tuturor rețetelor de conducte, echipamentelor mecanice si electrice inclusiv, dar fara limitare costurile oricaror lucrari de finisare, lucrari la instalatiile de iluminare, de stingere a incendiilor, de

certification, operation, regular checking, repairing, replacement, cassation or in any way connected to the equipment and fire extinguishing systems or ancillary equipment;

**g)** all costs incurred with interior cleaning services of the Commercial Centre, including operation, maintenance, cleaning (including the disinfection and any other similar process), decorating, furnishing, operation, equipment, and when appropriate modification, repair (including capital repairs), restoration, renewal or reconstruction of any portion of the Interior Common Areas, and the cost of consumables associated with the Interior Common Areas;

**h)** all costs incurred for exterior cleaning services of the Commercial Centre, including operation, maintenance, cleaning, decorating, equipment costs, and when appropriate, modification, repair (including capital repairs), restoration, renewal or reconstruction of any part of the Exterior Common Areas, removing snow and ice, spreading non-skid material or salt on roads, discharge paths and walkways, as well as the costs related to providing projectors, plants, shrubs, trees, lawn or other garden landscaping and street furniture and equipment, decorative lamps, mobile screens, sculptures, displays, information boards, first aid or any such facilities for the Exterior Common Areas such as costs related to consumables for the Exterior Common Areas;

**i)** all costs related to collecting, depositing and evacuation of waste services, procurement of household containers, establishment of the waste deposits and their maintenance within the Common Areas and Parts;

**j)** all costs related to operating services, checking, testing, maintenance, replacement or repair (either current or capital) of all pipe networks, electrical and mechanical equipment including but without limitation to the costs of finishing works, lighting installation works,

aer conditionat si lucrari la echipamentele de incalzire, ventilatie, unitati de productie a energiei electrice, aspersoare;

**k)** toate costurile aferente serviciilor de certificare, autorizare, operare, verificare, testare, inlocuire sau reparatii ale instalatiilor tehnice de catre serviciile tehnice sau de catre alte societati autorizate, inclusiv autoritati, precum si toate costurile aferente obtinerii autorizatiilor si permiselor necesare operarii Centrului Comercial;

**l)** toate costurile aferente modificarilor aduse instalatiilor si dotarilor comune, inclusiv modificari ale echipamentelor mecanice si electrice si instalatiilor tehnice de orice fel, impuse de autoritatile competente;

**m)** cheltuielile pentru serviciile legate de exploatarea, intretinerea, repararea parcarii, drumurilor de acces, spatiilor verzi si instalatiilor in aer liber, precum si de iluminat exterior, aferente Centrului Comercial;

**n)** toate costurile suportate cu privire la centrala telefonica, difuzoare si instalatii de sunet, birou de informatii, daca este cazul, indicatoare, placute inscriptionate si alte elemente de semnalizare, inclusiv cele aferente spatiilor destinate copiilor aflate in cadrul Spatiilor si Partilor Comune;

**o)** toate costurile aferente organizarii spatiului administrativ pentru desfasurarea activitatilor referitoare la managementul general, administrarea, securitatea, intretinerea sau curatenia Centrului Comercial, inclusiv cele aferente punerii la dispozitie a spatiului necesar cazarii, daca este cazul, precum si toate costurile directe si indirecte suportate cu angajarea personalului necesar pentru prestarea acestor servicii, inclusiv cu salariile, contributiile sociale, pensiile si orice alte beneficii si contributii acordate acestora, precum si cele cu achizitionarea uniformelor, uneltelor si altor materiale necesare desfasurarii activitatii si cu, precum si cu orice alte asemenea;

**p)** toate costurile aferente respectarii prevederilor legale cu privire la activitatea Centrului Comercial.

firefighting, air conditioning and heating equipment works, ventilation, electricity production units, sprinklers;

**k)** all costs related to certification, licensing, operation, inspection, testing, replacement or repair services of technical systems by departments or by other authorized companies, including authorities, as well as all costs for obtaining licenses and permits necessary for the operation of the Commercial Centre

**l)** all costs related to the changes brought to the common equipment and fixtures, including changes to the mechanic or electric equipment of any kind, imposed by the competent authorities;

**m)** costs for the services related to the operation, maintenance, repair of the parking, access roads, green spaces and outdoor installations, as well as outdoor lighting, related to the Commercial Centre;

**n)** all costs related to the telephone office, speakers and sound systems, information office, if any, signs, inscribed plates and other signalling items, including those related to spaces for children within the Common Areas and Parts;

**o)** all costs for organizing the administrative space for activities related to general management, administration, security, maintenance or cleaning of the Commercial Centre, including those related to making available the necessary accommodation space, if any, and all direct and indirect costs incurred in hiring personnel for these services, including wages, social contributions, pensions and any other benefits and contributions given to them, as well as those related to the purchase of uniforms, tools and other necessary materials for the activity, as well as any other similar in nature;

**p)** all costs related to the compliance of the legal provisions with respect to the activity of the Commercial Centre.

Partile declara ca au agreat continutul prezentei Anexa. The Parties hereby declares that they agreed upon the content of this Annex.

ROMÂNIA  
MINISTERUL JUSTIȚIEI



OFICIUL NAȚIONAL AL REGISTRULUI COMERȚULUI  
OFICIUL REGISTRULUI COMERȚULUI  
DE PE LANGĂ TRIBUNALUL Brăila.....

CERTIFICAT DE ÎNREGISTRARE

Firmă: HERMOSA OFFICE CENTER SRL

Sediu social: Municipiul Brăila, Calea GALATI, Nr. 86, PARTER + ETAJ, Judet Brăila

Activitatea principală: 4771 - Comerț cu amănuntul al îmbrăcăminții, în magazine specializate

Cod Unic de Înregistrare: 23352421 din data de: 12.02.2008

Nr. de ordine în registrul comerțului: 19/186/22.02.2008  
Data eliberării: 24.03.2017

DIRECTOR,

Daniela CONDREU

Seria B Nr. 3391454



MINISTERUL JUSTIȚIEI



OFICIUL NAȚIONAL AL REGISTRULUI COMERȚULUI

București, Bd.Unirii nr.74, Bl.J3b, tronson II+III, sector 3; Telefon: +40 21 316.08.04, 316.08.10; Fax: +40 21 316.08.03;

Cod poștal: 030837; Website: www.onrc.ro; E-mail: onrc@onrc.ro; Cod de identificare Fiscală: 14942091.

Nr.: 1325551

CERTIFICAT CONSTATATOR

În conformitate cu prevederile Legii nr. 265/2022 privind registrul comerțului și pentru modificarea și completarea altor acte normative cu incidență asupra înregistrării în registrul comerțului Oficiul Național al Registrului Comerțului certifică informațiile referitoare la

HERMOSA OFFICE CENTER SRL

INFORMAȚII DE IDENTIFICARE

Număr de ordine în Registrul Comerțului: J9/186/2008, atribuit în data de 22.02.2008

Identificator Unic la Nivel European (EUID): ROONRC.J09/186/2008

Cod unic de înregistrare: 23352421

Certificat de înregistrare: B3394454, emis pe data de 23.03.2017 și eliberat la data 24.03.2017

Adresă sediu social: Municipiul Brăila, Calea GALAȚI, Nr. 86, PARTER + ETAJ, Județ Brăila

Contacte sediu social: telefon: 0239618791

Contacte firmă: telefon: 0239618791

Actul de înmatriculare și autorizare: Încheiere judecătorească 833/22.02.2008, JUDECATORUL DELEGAT

Stare firmă: funcțiune

Forma de organizare : societate cu răspundere limitată

Data ultimei înregistrări în registrul comerțului: 19.03.2024

Durată: nelimitată;

SEDIU SOCIAL

Act sediu: Contract de închiriere, nr. 38 din data 01.02.2017

Data de început a valabilității pentru dovada de sediu: 01.02.2017.

Data expirării dovezii de sediu: 01.02.2066.

Durata sediului: 49 ani.

CAPITAL SOCIAL

Capital social subscris: 200 LEI , integral vărsat

Număr părți sociale: 20

Valoarea unei părți sociale: 10 LEI

NATURĂ CAPITAL

privat autohton 100%

ASOCIAȚI PERSOANE JURIDICE

CASA HERMOSA SRL

Calitate: asociat unic

Naționalitate: română

Raport generat în data de 13.06.2024 : 12:08:45



SEDIU SOCIAL: BRĂILA, Calea GALATI, Nr. 346, Bloc C, Etaj P, Ap. 3, Judet Brăila

Act de înființare nr. J 9/ 2124/1994 din data 29.12.1994 emis de ORC BRAILA

CUI: 6873926

Aport la capital: 200 LEI

Aport vărsat total: 200 LEI

Aport vărsat în LEI : 200 LEI

Număr părți sociale: 20

Cota de participare la beneficii și pierderi: 100% / 100%

### **ASOCIAȚI PERSOANE FIZICE**

Nu există înregistrări.

### **REPREZENTANT acționar/asociat/membru (PERSOANĂ JURIDICĂ)**

Nu există înregistrări.

### **ASOCIAT, reprezentant al deținătorilor în comun de părți sociale (PERSOANĂ FIZICĂ)**

Nu există înregistrări.

### **Persoane împuternicite (PERSOANE FIZICE)**

STAIKU ECATERINA

Calitate: administrator

Funcție: nespecificata

Cetățenie: română

Sex: feminin

Data și locul nașterii: 01.05.1953, Loc. Brăila, Brăila, România

Puteri: REPREZENTANT SI ADMINISTRATOR

Data numirii în funcție: 20.02.2008

Durată mandat: nelimitată

Data depunere specimen semnătură: 20.02.2008

Temei legal: conf. Legii nr.31/1990

### **Persoane împuternicite (PERSOANE JURIDICE)**

Nu există înregistrări.

### **Administratori judiciari / Lichidatori judiciari/ Lichidatori (PERSOANE JURIDICE)**

Nu există înregistrări.

### **CURATOR / CURATOR SPECIAL**

Nu există înregistrări.

### **Cenzori / Auditori PERSOANE JURIDICE**

Nu există înregistrări.

### **Cenzori / Auditori PERSOANE FIZICE**

Nu există înregistrări.

### **Activitatea principală**

Raport generat în data de 13.06.2024 : 12:08:45



Domeniul de activitate principal: conform codificarii (Ordin 337/2007) Rev. Caen (2)  
4771 - Comerț cu amănuntul al îmbrăcăminte, în magazine specializate

#### **Activități secundare**

Activitățile secundare: conform codificarii (Ordin 337/2007) Rev. Caen (2)

4642 - Comerț cu ridicata al îmbrăcăminte și încălțăminte

4772 - Comerț cu amănuntul al încălțăminte și articolelor din piele, în magazine specializate

4791 - Comerț cu amănuntul prin intermediul caselor de comenzi sau prin Internet

#### **EMBLEME**

Nu există înregistrări.

#### **FILIALE / SUCURSALE / SUBUNITĂȚI**

Nu există înregistrări.

#### **SEDII SECUNDARE / PUNCTE DE LUCRU**

Denumire: Punct de lucru

Adresă: București Sectorul 4, Calea Văcărești, Nr. 391, SUN PLAZA, MAGAZIN 1.5.2

Act sediu: Contract de închiriere, din data 01.02.2024

Data de început a valabilității pentru dovada de sediu: 01.02.2024.

Data expirării dovezii de sediu: 01.02.2029.

Durata sediului: 5 ani.

Denumire: Punct de lucru

Adresă: Municipiul Pitești, Strada TUDOR VLADIMIRESCU, Nr. 37, SPAȚIUL GF 89, Județ Argeș

Act sediu: Contract de închiriere, nr. PKE 20220074 din data 15.01.2024

Data de început a valabilității pentru dovada de sediu: 15.01.2024.

Data expirării dovezii de sediu: 15.01.2029.

Durata sediului: 5 ani.

Denumire: Punct de lucru

Adresă: Municipiul Craiova, Calea SEVERINULUI, Nr. 61-63, UNITATEA G035, Județ Dolj

Act sediu: Contract de închiriere, nr. 2316 din data 01.02.2023

Data de început a valabilității pentru dovada de sediu: 01.02.2023.

Data expirării dovezii de sediu: 01.02.2028.

Durata sediului: 5 ani.

Denumire: Punct de lucru

Adresă: Municipiul Alba Iulia, Bulevardul ALEXANDRU IOAN CUZA, Nr. 2, unitatea nr.G01\_02, Etaj parter, Județ Alba

Act sediu: Contract de închiriere, nr. PKTPZ20220095 din data 07.06.2023

Data de început a valabilității pentru dovada de sediu: 07.06.2023.

Data expirării dovezii de sediu: 07.06.2028.

Durata sediului: 5 ani.



Denumire: Punct de lucru

Adresă: Municipiul Galați, Bulevardul GEORGE COȘBUC, Nr. 251, SPATIUL A 105, Etaj PARTER, Judet Galați

Act sediu: Contract de închiriere, nr. 22221 din data 29.08.2022

Data de început a valabilității pentru dovada de sediu: 01.10.2022.

Data expirării dovezii de sediu: 01.10.2027.

Durata sediului: 5 ani.

Denumire: Punct de lucru

Adresă: Municipiul Târgoviște, Bulevardul Regele Ferdinand, Nr. 6, spatiul GF52, Etaj parter, Judet Dâmbovița

Act sediu: Contract de închiriere, nr. PKG20220039 din data 16.01.2023

Data de început a valabilității pentru dovada de sediu: 16.01.2023.

Data expirării dovezii de sediu: 16.01.2028.

Durata sediului: 5 ani.

Denumire: Punct de lucru

Adresă: Sat Vărsătura, Comuna Chiscani, Strada PRINCIPALĂ, Nr. 4B, EUROPEAN RETAIL PARK BRAILA, UNITATEA M67+M68, Judet Brăila

Act sediu: Contract de închiriere, nr. 4197 din data 11.04.2016

Data de început a valabilității pentru dovada de sediu: 01.05.2016.

Data expirării dovezii de sediu: 01.05.2021.

Durata sediului: 5 ani.

Denumire: Punct de lucru

Adresă: Municipiul Focșani, Calea MOLDOVEI, Nr. 32, EUROPEAN RETAIL PARK , unitatea S25+S26, Judet Vrancea

Act sediu: Act aditional nr. 2 din data 30.10.2010 la contract de închiriere, nr. 77 din data 30.03.2010

Data de început a valabilității pentru dovada de sediu: 03.09.2015.

Data expirării dovezii de sediu: 02.09.2018.

Durata sediului: 2 ani 11 luni 30 zile.

Denumire: Punct de lucru

Adresă: București Sectorul 3, Strada Liviu Rebreanu, Nr. 4, incinta PARK LAKE, sp. G060, Etaj PARTER

Act sediu: Contract de închiriere, nr. 25 din data 23.08.2021

Data de început a valabilității pentru dovada de sediu: 23.08.2021.

Data expirării dovezii de sediu: 23.08.2026.

Durata sediului: 5 ani.

Denumire: Punct de lucru

Adresă: Municipiul Constanța, Bulevardul ALEXANDRU LĂPUȘNEANU, Nr. 116C, centrul comercial CITY PARK MALL of CONSTANTA, Unitatea P185, Judet Constanța

Act sediu: Contract de închiriere, din data 09.07.2015

Data de început a valabilității pentru dovada de sediu: 11.05.2016.

Raport generat în data de 13.06.2024 : 12:08:45



Data expirării dovezii de sediu: 11.05.2021.  
Durata sediului: 5 ani.

## SEDII SI/SAU ACTIVITATI AUTORIZATE

Sediul social din: Municipiul Brăila, Calea GALAȚI, Nr. 86, PARTER + ETAJ, Județ Brăila

Tip sediu: principal

Tip model declarație: model unic nr. 5558 din 09.03.2023

desfășoară activități proprii de birou pentru societate

Activități la sediu:

4791 - Comerț cu amănuntul prin intermediul caselor de comenzi sau prin Internet

4642 - Comerț cu ridicata al îmbrăcăminte și încălțăminte

4772 - Comerț cu amănuntul al încălțăminte și articolelor din piele, în magazine specializate

4771 - Comerț cu amănuntul al îmbrăcăminte, în magazine specializate

Data certificatului constatator: 10.03.2023

Denumire: Punct de lucru

Sediul secundar din: București Sectorul 4, Calea Văcărești, Nr. 391, SUN PLAZA, MAGAZIN 1.5.2

Tip sediu: sediu secundar

Tip model declarație: model unic nr. 3663 din 15.02.2024

Activități la sediu:

4772 - Comerț cu amănuntul al încălțăminte și articolelor din piele, în magazine specializate

4771 - Comerț cu amănuntul al îmbrăcăminte, în magazine specializate

Data certificatului constatator: 16.02.2024

Denumire: Punct de lucru

Sediul secundar din: Municipiul Pitești, Strada TUDOR VLADIMIRESCU, Nr. 37, SPAȚIUL GF 89, Județ Argeș

Tip sediu: sediu secundar

Tip model declarație: model unic nr. 6067 din 14.03.2024

Activități la sediu:

4772 - Comerț cu amănuntul al încălțăminte și articolelor din piele, în magazine specializate

4771 - Comerț cu amănuntul al îmbrăcăminte, în magazine specializate

Data certificatului constatator: 19.03.2024

Denumire: Punct de lucru

Sediul secundar din: Municipiul Craiova, Calea SEVERINULUI, Nr. 61-63, UNITATEA G035, Județ Dolj

Tip sediu: sediu secundar

Tip model declarație: model unic nr. 26420 din 11.09.2023

Activități la sediu:

4772 - Comerț cu amănuntul al încălțăminte și articolelor din piele, în magazine specializate

4771 - Comerț cu amănuntul al îmbrăcăminte, în magazine specializate

Data certificatului constatator: 12.09.2023

Denumire: Punct de lucru

Sediul secundar din: Municipiul Alba Iulia, Bulevardul ALEXANDRU IOAN CUZA, Nr. 2, unitatea nr.G01\_02, Etaj parter, Județ Alba

Raport generat în data de 13.06.2024 : 12:08:45



Tip sediu: sediu secundar

Tip model declarație: model unic nr. 22015 din 30.06.2023

Activități la sediu:

4772 - Comerț cu amănuntul al încălțămintei și articolelor din piele, în magazine specializate

4771 - Comerț cu amănuntul al îmbrăcăminte, în magazine specializate

Data certificatului constatator: 05.07.2023

Denumire: Punct de lucru

Sediul secundar din: Municipiul Galați, Bulevardul GEORGE COȘBUC, Nr. 251, SPATIUL A 105, Etaj PARTER, Județ Galați

Tip sediu: sediu secundar

Tip model declarație: model 3 nr. 36889 din 07.10.2022

Activități la sediu:

4772 - Comerț cu amănuntul al încălțămintei și articolelor din piele, în magazine specializate

4771 - Comerț cu amănuntul al îmbrăcăminte, în magazine specializate

Data certificatului constatator: 12.10.2022

Denumire: Punct de lucru

Sediul secundar din: Municipiul Târgoviște, Bulevardul Regele Ferdinand, Nr. 6, spatiul GF52, Etaj parter, Județ Dâmbovița

Tip sediu: sediu secundar

Tip model declarație: model unic nr. 1312 din 20.01.2023

Activități la sediu:

4771 - Comerț cu amănuntul al îmbrăcăminte, în magazine specializate

4772 - Comerț cu amănuntul al încălțămintei și articolelor din piele, în magazine specializate

Data certificatului constatator: 30.01.2023

Denumire: Punct de lucru

Sediul secundar din: Sat Vărsătura, Comuna Chiscani, Strada PRINCIPALĂ, Nr. 4B, EUROPEAN RETAIL PARK BRAILA, UNITATEA M67+M68, Județ Brăila

Tip sediu: sediu secundar

Tip model declarație: model 3 nr. 9258 din 31.03.2017

Activități la sediu:

4772 - Comerț cu amănuntul al încălțămintei și articolelor din piele, în magazine specializate

4771 - Comerț cu amănuntul al îmbrăcăminte, în magazine specializate

Data certificatului constatator: 12.04.2017

Denumire: Punct de lucru

Sediul secundar din: Municipiul Focșani, Calea MOLDOVEI, Nr. 32, EUROPEAN RETAIL PARK , unitatea S25+S26, Județ Vrancea

Tip sediu: sediu secundar

Tip model declarație: model 3 nr. 9258 din 31.03.2017

Activități la sediu:

4771 - Comerț cu amănuntul al îmbrăcăminte, în magazine specializate

4772 - Comerț cu amănuntul al încălțămintei și articolelor din piele, în magazine specializate

Data certificatului constatator: 12.04.2017

Denumire: Punct de lucru

Sediul secundar din: București Sectorul 3, Strada Liviu Rebreanu, Nr. 4, incinta PARK LAKE, sp. G060, Etaj PARTER

Raport generat în data de 13.06.2024 : 12:08:45



Tip sediu: sediu secundar

Tip model declarație: model 3 nr. 31304 din 21.09.2021

Activități la sediu:

4772 - Comerț cu amănuntul al încălțămintei și articolelor din piele, în magazine specializate

4771 - Comerț cu amănuntul al îmbrăcăminte, în magazine specializate

Data certificatului constatator: 27.09.2021

Denumire: Punct de lucru

Sediul secundar din: Municipiul Constanța, Bulevardul ALEXANDRU LĂPUȘNEANU, Nr. 116C, centrul comercial CITY PARK MALL of CONSTANTA, Unitatea P185, Județ Constanța

Tip sediu: sediu secundar

Tip model declarație: model 3 nr. 9258 din 31.03.2017

Activități la sediu:

4772 - Comerț cu amănuntul al încălțămintei și articolelor din piele, în magazine specializate

4771 - Comerț cu amănuntul al îmbrăcăminte, în magazine specializate

Data certificatului constatator: 12.04.2017

#### **CONCORDAT PREVENTIV**

Nu există înregistrări.

#### **ACORD DE RESTRUCTURARE**

Nu există înregistrări.

#### **DREPTURI DE PROPRIETATE**

Nu există înregistrări.

#### **FAPTE AFLATE SUB INCIDENTA ART. 103 ALIN.(1) LIT. f-p) din L265/2022**

- Urmărire penală:

Nu există înregistrări.

- Dosar penal - trimitere în judecată:

Nu există înregistrări.

- Condamnare penală a firmei:

Nu există înregistrări.

- Dizolvare firmă:

Nu există înregistrări.

- Lichidare firmă:

Nu există înregistrări.

- Insolvență:

Nu există înregistrări.

#### **ALTE MENȚIUNI**

Raport generat în data de 13.06.2024 : 12:08:45



Nr. intrare: 36889 din 07.10.2022

Tip menționare: Declarație pe propria răspundere conform art.15 din Legea nr. 359/2004

Act asociat: Declarație-tip pe propria răspundere - model 3

Nr. act: 36889 / 07.10.2022

Număr declarații: 1

Număr certificate constatatoare: 1

Nr. intrare: 31304 din 21.09.2021

Tip menționare: Declarație pe propria răspundere conform art.15 din Legea nr. 359/2004

Act asociat: Declarație-tip pe propria răspundere - model 3

Nr. act: 31304 / 21.09.2021

Număr declarații: 1

Număr certificate constatatoare: 1

Nr. intrare: 5558 din 09.03.2023

Tip menționare: Depunere act constitutiv actualizat (art.204 din Legea nr. 31/1990)

Act asociat: Act constitutiv actualizat

Din data: 09.03.2023

Nr. intrare: 19666 din 15.06.2010

Tip menționare: Declarație pe propria răspundere conform art.15 din Legea nr. 359/2004

Număr declarații: 1

Număr certificate constatatoare: 1

Descriere: conform act.

Nr. intrare: 3681 din 20.02.2008

Tip menționare: Declarație pe propria răspundere conform art.15 din Legea nr. 359/2004

Număr declarații: 1

Număr certificate constatatoare: 1

Descriere: conform act.

Nr. intrare: 16260 din 20.06.2017

Tip menționare: Depunere act constitutiv actualizat (art.204 din Legea nr. 31/1990)

Nr. intrare: 16260 din 20.06.2017

Tip menționare: Declarație pe propria răspundere conform art.15 din Legea nr. 359/2004

Număr declarații: 1

Număr certificate constatatoare: 1

Nr. intrare: 7328 din 16.03.2017

Tip menționare: Depunere act constitutiv actualizat (art.204 din Legea nr. 31/1990)

Nr. intrare: 7328 din 16.03.2017

Tip menționare: Declarație pe propria răspundere conform art.15 din Legea nr. 359/2004

Număr declarații: 1

Număr certificate constatatoare: 1



Nr. intrare: 10169 din 26.04.2016

Tip menționare: Declarație pe propria răspundere conform art.15 din Legea nr. 359/2004

Număr declarații: 1

Număr certificate constatatoare: 1

Nr. intrare: 9258 din 31.03.2017

Tip menționare: Declarație pe propria răspundere conform art.15 din Legea nr. 359/2004

Număr declarații: 1

Număr certificate constatatoare: 3

Nr. intrare: 508539 din 24.05.2012

Tip menționare: Declarație pe propria răspundere conform art.15 din Legea nr. 359/2004

Număr declarații: 1

Număr certificate constatatoare: 2

Nr. intrare: 500501 din 07.02.2012

Tip menționare: Declarație pe propria răspundere conform art.15 din Legea nr. 359/2004

Număr declarații: 1

Număr certificate constatatoare: 1

Nr. intrare: 500501 din 07.02.2012

Tip menționare: Depunere act constitutiv actualizat (art.204 din Legea nr. 31/1990)

#### **SITUAȚIA FINANCIARĂ PE ANUL 2020**

23. PROFITUL SAU PIERDEREA NET(Ă) A EXERCITIULUI FINANCIAR:- Profit (rd. 64 - 65 - 66 - 67 - 68): 0 LEI

23. PROFITUL SAU PIERDEREA NET(Ă) A EXERCITIULUI FINANCIAR:- Pierdere (rd. 65 + 66 + 67 + 68 - 64): 395937 LEI

19. PROFITUL SAU PIERDEREA BRUT(Ă):- Pierdere (rd. 63 - 62): 395937 LEI

19. PROFITUL SAU PIERDEREA BRUT(Ă):- Profit (rd. 62 - 63): 0 LEI

Numar mediu de salariați: 15

Impozite, contributii si taxe neplatite la termenul stabilit la bugetul de stat, din care:: 0 LEI

1. Cifra de afaceri netă (rd. 02+03-04+06): 4930385 LEI

ACTIVE IMOBILIZATE - TOTAL (rd. 01 + 02 + 03): 73067 LEI

#### **SITUAȚIA FINANCIARĂ PE ANUL 2021**

23. PROFITUL SAU PIERDEREA NET(Ă) A EXERCITIULUI FINANCIAR:- Profit (rd. 64 - 65 - 66 - 67 - 68): 325578 LEI

23. PROFITUL SAU PIERDEREA NET(Ă) A EXERCITIULUI FINANCIAR:- Pierdere (rd. 65 + 66 + 67 + 68 - 64): 0 LEI

19. PROFITUL SAU PIERDEREA BRUT(Ă):- Pierdere (rd. 63 - 62): 0 LEI

19. PROFITUL SAU PIERDEREA BRUT(Ă):- Profit (rd. 62 - 63): 325578 LEI

Numar mediu de salariați: 25

Impozite, contributii si taxe neplatite la termenul stabilit la bugetul de stat, din care:: 0 LEI

1. Cifra de afaceri netă (rd. 02+03-04+06): 8097825 LEI

ACTIVE IMOBILIZATE - TOTAL (rd. 01 + 02 + 03): 384846 LEI

#### **SITUAȚIA FINANCIARĂ PE ANUL 2022**

24. PROFITUL SAU PIERDEREA NET(Ă) A EXERCITIULUI FINANCIAR:- Profit (rd. 64 - 65 - 66 - 67 - 68 - 66a + 66b): 0 LEI

24. PROFITUL SAU PIERDEREA NET(Ă) A EXERCITIULUI FINANCIAR:- Pierdere (rd. 65 + 66 + 67 + 68 - 64 + 66a - 66b): 382534 LEI

Raport generat în data de 13.06.2024 : 12:08:45



19. PROFITUL SAU PIERDEREA BRUT(Ă):- Pierdere (rd. 63 - 62): 382534 LEI

19. PROFITUL SAU PIERDEREA BRUT(Ă):- Profit (rd. 62 - 63): 0 LEI

Numar mediu de salariați: 30

Impozite, contributii si taxe neplatite la termenul stabilit la bugetul de stat, din care:: 0 LEI

1. Cifra de afaceri netă (rd. 02+03-04+06): 12425996 LEI

ACTIVE IMOBILIZATE - TOTAL (rd. 01 + 02 + 03): 740944 LEI

Informațiile sunt eliberate din registrul central computerizat al comerțului, ținut de Oficiul Național al Registrului Comerțului și au la bază comunicarea înregistrărilor efectuate în registrul comerțului ținut de către oficiile registrului comerțului de pe lângă tribunale până la data de 13.06.2024

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*Potrivit prevederilor art. 43 alin. (1) și alin. (2) din Legea nr. 265/2022 privind registrul comerțului și pentru modificarea și completarea altor acte normative cu incidență asupra înregistrării în registrul comerțului, profesionistul are obligația să solicite înregistrarea în registrul comerțului a mențiunilor privind actele și faptele a căror înregistrare este prevăzută de lege, în cel mult 15 zile de la data actelor sau producerii faptelor supuse obligației de înregistrare. Înregistrarea mențiunilor se poate face și la cererea persoanelor interesate, în cazurile prevăzute de lege, în termen de cel mult 30 de zile de la data la care au cunoscut actul sau faptul supus înregistrării.*

*În cazul persoanelor împuternicite al căror mandat a expirat, însă profesionistul nu a procedat la înregistrarea în registrul comerțului a mențiunilor corespunzătoare, conform celor de mai sus, acesta va figura în continuare înregistrat în registrul comerțului computerizat, cu calitatea respectivă și cu durata mandatului expirată.*

*Prezentul document conține date cu caracter personal a căror prelucrare intră sub incidența prevederilor Regulamentului (UE) nr. 679/2016 privind protecția persoanelor fizice în ceea ce privește prelucrarea datelor cu caracter personal și privind libera circulație a acestor date și de abrogare a Directivei 95/46/CE.*

*Informațiile cu privire la datele cu caracter personal furnizate prin prezentul document pot fi utilizate exclusiv în scopul pentru care au fost solicitate.*

**ANEXA DE SUSTENABILITATE**  
**parte integranta din**  
**CONTRACTUL DE INCHIRIERE**

Prezenta „Anexa de Sustenabilitate” sau „Anexa”, actualizata la 29 decembrie 2022, este o anexa la **Contractul de Inchiriere/Regulamentul de ordine interioara** al Centrului Comercial;

**ÎNTRUCÂT**

- Părțile sunt responsabile față de mediu și, în acest sens, ar trebui să contribuie la conservarea resurselor naturale și la protecția climei;
- relația dintre Părți ar trebui să se desfășoare într-o manieră care să conserve astfel de resurse naturale;
- utilizarea sustenabila a Spațiilor Inchiriate și a Centrului Comercial este garantată dacă ambele Părți colaborează în ceea ce privește factorii ecologici, economici și sociali;

**PRIN URMARE**, Proprietarul propune cu bună-credință și în interesul Părților, precum și în interesul clienților și vizitatorilor Centrului Comercial, **Anexa - Sustenabilitate** la Contractul de Inchiriere .

**I. DEFINIȚII**

Acesta Anexa de Sustenabilitate folosește următoarea terminologie:

1. **Clădire și/sau Centru Comercial/ și/sau Centru:** imobilul în care se află Spațiile Inchiriate;
2. **Manager Centru:** persoana responsabilă cu administrarea Clădirii;
3. **Date:** datele care se referă la valorile de consum ale Chiriașului, cum ar fi:
  - consumul de energie/mp (energie electrică, gaze naturale, termoficare), cu contoare separate pentru energia din surse regenerabile, precum și consumul de combustibil, în cazul existenței unei alimentări cu generator.
  - consum de apă/mp;
  - emisii de CO<sub>2</sub>/ amprenta asupra mediului;
  - deșeurile totale generate și rata de reciclare.

**SUSTAINABILITY APPENDIX**  
**integral part to the**  
**LEASE AGREEMENT**

This “**Sustainability Appendix**” or “**Appendix**”, updated on 29 December 2022, is an annex to the **Lease Agreement/ Internal Regulation** of the **Commercial Center**;

**WHEREAS**

- the Parties are responsible towards the environment and in this respect should contribute to the conservation of natural resources and climate protection;
- the lease relationship should be conducted in a manner which conserves such natural resources;
- sustainable use of the Premises and of the Commercial Center is guaranteed if both Parties collaborate as far as ecological, economic and social factors are concerned;

**THEREFORE**, the Landlord propose in good faith and to the best interest of the Parties as well as to the best interest of Commercial Center’ clients and visitors, the **Annex - Sustainability** of the Lease Agreement.

**I. DEFINITIONS**

This Sustainability Appendix uses the following terminology:

1. **Building and/ or Commercial Center and/ or Center:** the building where the leased premises are located;
2. **Center Manager:** person in charge with the management of the Building;
3. **Data:** the data referring to consumption metrics of the Tenant, such as:
  - energy consumption/sqm (electric energy, natural gas, district heating), with separate metrics for energy from renewable sources, as well as fuel consumption, in case of existence of a power generator supply;
  - water consumption/sqm;
  - CO<sub>2</sub> emissions/ environmental footprint;
  - total generated waste and recycling rate.

4. **Legile mediului:** legi relevante aplicabile în domeniul mediului;
5. **Performanța de Mediu:** toate sau oricare dintre următoarele care decurg din exploatarea sau utilizarea Spatiului Inchiriat și/sau a Clădirii:
  - a. consumul de energie,
  - b. consumul și evacuarea apei,
  - c. generarea și gestionarea deșeurilor,
  - d. generarea și/sau emisia de gaze cu efect de seră;
  - e. alte efecte negative asupra mediului.
6. **Politici și proceduri de sustenabilitate ale Proprietarului:** Politica de mediu, Procedura de mediu și Politica de achiziții sustenabile;
7. **Contract și/sau Contract de închiriere:** contractul privind închirierea Spațiului Inchiriat de către Chiriaș;
8. **Părți:** Proprietarul și Chiriașul, împreună;
9. **Spatiul Inchiriat:** spatiul închiriat de Chiriaș în Centrul Comercial.

## II. GENERALITATI

1. Proprietarul s-a angajat să elaboreze politici și proceduri cuprinzătoare și ambițioase pentru managementul și îmbunătățirea Performanței de Mediu a Clădirii, care să acopere toate activitățile legate de construcția și/sau renovarea Centrului, toate lucrările efectuate în cadrul Centrului, precum și funcționarea Centrului și a mijloacelor de transport utilizate pentru accesul în Centru. Mai multe detalii referitoare la problemele de sustenabilitate pot fi găsite la <https://nepirockcastle.com/sustainability/focus-and-performance/>
2. În special, Proprietarul urmărește să reducă consumul de apă, gaz și energie și să promoveze utilizarea energiei regenerabile, să reducă volumul deșeurilor și să crească potențialul de reutilizare a acestora, să promoveze moduri de transport sustenabile sau transport în comun și să utilizeze mai mult materiale de construcție ecologice în Centrul Comercial.
3. Proprietarul împreună cu toți chiriașii prezenți în Centrul Comercial joacă un rol decisiv în reducerea impactului asupra mediului al operațiunilor Clădirii, precum și

4. **Environmental laws:** relevant laws applicable in the Environmental field;
5. **Environmental Performance:** all or any of the following arising from the operation or use of the Premises and/or the Building:
  - a. energy consumption,
  - b. water consumption and discharge,
  - c. waste generation and management,
  - d. generation and/or emission of greenhouse gases,
  - e. other adverse environmental impacts.
6. **Landlord's sustainability policies & procedures:** Environmental Policy, Environmental Procedure and Sustainable Procurement Policy;
7. **Lease and/ or Lease Agreement:** the agreement regarding the lease of the Premises by the Tenant;
8. **Parties:** the Landlord and the Tenant, together;
9. **Premises:** the premises leased by the Tenant in the Commercial Center.

## II. GENERAL

1. The Landlord has undertaken to develop comprehensive and ambitious policies and procedures for the management and improvement of the Environmental Performance of the Building, to cover all activities related to the construction and/ or renovation of the Center, all works carried out within the Center, as well as the operation of the Center and the means of transport used to access the Center. Further details relative to Sustainability matters can be found at <https://nepirockcastle.com/sustainability/focus-and-performance/>
2. In particular, Landlord aims to reduce water, gas and energy consumption and to promote the use of renewable energy, to reduce the volume of waste and increase its re-use potential, to promote sustainable or collective modes of transport and to use more environmentally - friendly construction materials in the Commercial Center.
3. Landlord together with all tenants which are present in the Commercial Center are playing a decisive role in reducing the environmental impact of the Building's

în menținerea și îmbunătățirea Performanței de Mediu existente a Clădirii.

4. Prin urmare, este esențial ca toate eforturile depuse pentru reducerea amprente de carbon a Centrului Comercial să fie aliniate și coordonate între Părți. Ca atare, scopul acestei Anexe de Sustenabilitate este de a oferi coordonatele pentru o astfel de cooperare între Părți.

### III. COOPERARE. DISTRIBUIREA DATELOR

1. Părțile Contractului de Inchiriere vor coopera cu bună-credință în relațiile lor contractuale pentru a conserva și îmbunătăți Performanța de Mediu a Clădirii și a Spațiilor Inchiriate.
2. În acest scop, factorii de mediu, sociali și de guvernare vor fi luați în considerare la utilizarea și exploatarea Spațiului Închiriat de către Chiriaș. Chiriașul se va abține de la orice acțiuni care ar putea dăuna certificării Clădirii.
3. Proprietarul se angajează să asigure un canal de comunicare între chiriași și Managerul Centrului pentru subiecte legate de sustenabilitate, în scopul schimbului de informații, revizuirii Performanței de Mediu și identificării oportunităților de îmbunătățire a Performanței de Mediu a Clădirii.
4. În general, Spațiile Inchiriate sunt dotate cu subcontor sau contor de control pentru monitorizarea consumului de gaz, electricitate sau altă energie sau utilități furnizate către Spațiul Inchiriat, dacă astfel de utilități pot avea contoare separate. În cazul în care Chiriașul instalează astfel de contoare în Spațiul Inchiriat, efectuarea unor astfel de lucrări nu va afecta nici continuitatea furnizării și nici nu va avea niciun efect negativ asupra furnizării de gaz, electricitate sau alte utilități către Clădire și nu va cauza o încălcare a condițiilor furnizării Clădirii cu gaz, electricitate sau altă utilitate, după caz; consimțământul Proprietarului trebuie obținut în prealabil.
5. Chiriașul va analiza evoluția consumului său de la o perioadă la alta; rezultatele acestor analize vor fi furnizate Proprietarului și pot fi utilizate pentru a

operations, as well as in maintaining and improving the existing Environmental Performance of the Building.

4. Therefore, it is essential that all efforts made to reduce the carbon footprint of the Commercial Center are aligned and coordinated between the Parties. As such, the purpose of this Sustainability Appendix is to provide a roadmap for such cooperation between the Parties.

### III. COOPERATION. DATA SHARING

1. The Parties to the Lease Agreement shall cooperate in good faith in their contractual relationships to conserve and improve the Environmental Performance of the Building and of the Premises.
2. To this end, environmental, social and governance factors shall be taken into consideration when using and operating the Leased Premises by the Tenant. The Tenant shall refrain from any actions that could be detrimental to the certification of the Building.
3. The Landlord undertakes to ensure an open line of correspondence between tenants and the Center Manager for sustainability related topics, for the purpose of sharing information, reviewing Environmental Performance and identifying opportunities for improvement of the Environmental Performance of the Building.
4. In general, the Premises are equipped with sub-meter or check meter to monitor the consumption of gas, electricity or other energy or utility supplied to the Premises, if such utilities can have separate meters. Where Tenant installs such meters in the Premises, the carrying out of such works shall neither impair the continuity of supply nor have any adverse effect on the supply of gas, electricity or other utility to the Building and will not cause a breach of the terms of supply to the Building of gas, electricity or other utility, as the case may be; the consent of the Landlord should be obtained in advance.
5. The Tenant will analyse the evolution of its consumption from one period to another; the results of these analyses will be shared with the Landlord and can be used to establish or

stabili sau ajusta măsurile existente pentru reducerea amprenteii asupra mediului a Centrului. Proprietarul va efectua aceeași analiză pentru Centru.

6. Chiriașul va transmite Datele pe care le deține referitoare la operațiunile sale în Spațiul Inchiriat și/sau Clădire direct sau prin sistemele de monitorizare din clădire ale Proprietarului și/sau conform procedurilor interne de operare ale Proprietarului. Aceste Date vor fi transmise în mod regulat și în formatul stabilit și/sau solicitat de Proprietar, cu Managerul Centrului și cu orice terță parte determinată de Proprietar să primească astfel de Date în scopuri de raportare.
7. Proprietarul poate folosi astfel de Date în scopul:
  - a. monitorizării și îmbunătățirii Performanței de Mediu a Spațiului Inchiriat și/sau Clădirii și/sau
  - b. măsurării Performanței de Mediu a Spațiului Inchiriat și/sau Clădirii în raport cu obiectivele stabilite;
  - c. cerințelor de raportare ale Proprietarului și ale afiliaților săi.
8. Destinatarul Datelor transmise va păstra confidențialitatea și nu le va dezvălui niciunei alte persoane, cu excepția:
  - oricăruia dintre agenții, consultanții sau contractanții săi care trebuie să aibă astfel de informații în scopul prezentei Anexe și care le vor păstra confidențiale;
  - în cazul în care acest lucru este impus prin lege și/sau obligația legală de divulgare; sau
  - cu acordul scris al Părții care a furnizat Datele transmise.

adjust the measures in place for reduction of the Center's environmental footprint. The Landlord will undertake the same analysis for the Center.

6. The Tenant will share the Data it holds relating to its operations in the Premises and/or the Building directly or through the Landlord's Building systems and/ or as per Landlord's internal operating procedures. This Data will be shared on a regular basis and in the format decided and/ or requested by the Landlord, with the Center Manager and with any third party determined by the Landlord to receive such Data for reporting purposes.
7. The Landlord can use such Data for the purposes of:
  - a. monitoring and improving the Environmental Performance of the Premises and/or the Building and/or
  - b. measuring the Environmental Performance of the Premises and/or the Building against any agreed targets;
  - c. all reporting requirements of the Landlord and its affiliates.
8. The recipient of shared Data shall keep it confidential and shall not disclose it to any other person except:
  - to any of their agents, consultants or contractors who need to have such information for the purposes of this Appendix and who shall keep it confidential;
  - where required to do so by law and/ or statutory obligation of disclosure; or
  - with the written consent of the Party which supplied the shared Data.

#### **IV. ZONE PARTICULARE CU IMPACT DE MEDIU**

##### **1. CONSUMUL DE ENERGIE**

- a) Acolo unde este posibil, Părțile vor utiliza iluminatul natural în locul iluminatului artificial;
- b) În cazul în care este nevoie de iluminare artificială, Părțile vor utiliza exclusiv corpuri LED;
- c) Chiriașul va instala echipamente de clasa A în Spațiul Inchiriat;

#### **IV. PARTICULAR AREAS WITH ENVIRONMENTAL IMPACT**

##### **1. ENERGY CONSUMPTION**

- a) Where possible, the Parties shall make use of natural lighting/ luminaires instead of artificial lighting;
- b) Where there is a need for artificial lighting, the Parties shall make use exclusively of LED fixtures;
- c) The Tenant shall install A class equipment in the Premises;

- d) După caz, Părțile vor coopera pentru a instala senzori de mișcare și de lumină naturală pentru controlul iluminatului;
- e) Chiriașii vor configura parametrii de încălzire și răcire conform indicațiilor Proprietarului, dar ținând cont de specificul activității lor de afaceri;
- f) Chiriașul nu va permite instalarea sau folosirea de încălzitoare, răcitoare sau alte echipamente energofage în Spațiul Inchiriat. Orice astfel de echipament care este amplasat în Spațiul Inchiriat cu acordul Proprietarului va funcționa cu senzori și temporizatoare care vor limita funcționarea echipamentului.
- g) În mod regulat, Chiriașul va efectua teste de încărcare a instalației pentru a atesta că nu se exercita nicio sarcină suplimentară asupra instalației electrice care ar putea duce la incendii.

## 2. CONSUMUL ȘI EVACUAREA APEI

- a) Proprietarul și Chiriașul vor coopera pentru instalarea sistemelor de captare și tratare a apei pluviale și pentru utilizarea apei pluviale pentru operațiunile lor (acolo unde este posibil). Mai mult, Proprietarul și Chiriașul vor utiliza echipamente eficiente din punct de vedere al consumului de apă (de exemplu, robinete cu senzor, difuzoare de apă economice, spălătoare de apă economice pentru toalete etc.)
- b) Chiriașul nu trebuie să folosească instalațiile sanitare în alt scop decât cel pentru care au fost construite.
- c) Utilizarea sistemele care folosesc apa provenita de climatizare sau refrigerare este strict interzisă. În cazul unui astfel de echipament, Chiriașul va înlocui orice astfel de echipament pe cheltuiala proprie a Chiriașului, la cererea Proprietarului.
- d) Chiriașul își va controla consumul de apă și va folosi produse de curățare etichetate ecologic.
- e) Chiriașul și Proprietarul vor lua măsurile necesare pentru detectarea scurgerilor, prin monitorizare și verificări periodice. Chiriașul va informa Proprietarul și va pune în aplicare măsuri corective în cazul

- d) Where appropriate, the Parties shall cooperate to install motion and daylight sensors to control lighting;
- e) The tenants shall setup the heating & cooling parameters according to the Landlord's indications, but taking into consideration the specificities of their business activity;
- f) Tenant shall not permit heaters, coolers or other energy-intensive equipment to be installed or used in the Premises. Any such equipment that is placed in the Premises with the Landlord's consent shall operate on sensors and timers that will limit the operation of equipment.
- g) On a regular basis, the Tenant shall conduct installation loading tests to attest that no extra charge is executed on the electrical installation which could lead on fire incidents.

## 2. WATER CONSUMPTION AND DISCHARGE

- a) The Landlord and the Tenant shall cooperate for installing rainwater capturing and treatment systems and to use rainwater for their operations (where possible). Moreover, the Landlord and the Tenant will make use of water efficient equipment (e.g. sensor taps, economic water diffusers, economic water flushers for toilets etc.).
- b) Tenant shall not to use any plumbing facilities for any purpose other than that for which they were constructed.
- c) Use of lost-water systems for air-conditioning or refrigeration is strictly forbidden. In the event of the presence of such equipment, the Tenant shall replace any such equipment at the Tenant's own expense, upon the Landlord's request.
- d) The Tenant shall control its water consumption and use eco-labelled cleaning products.
- e) The Tenant and the Landlord shall take the necessary measures to detect leaks, by way of regular monitoring and checks. The Tenant shall keep Landlord informed and

în care apare o scurgere în Spațiul Inchiriat.

put in place corrective measures if a leak occurs in its Premises.

### **3. GENERAREA ȘI GESTIONAREA DEȘEURILOR**

- a) Chiriașul va respecta toate reglementările prezente și viitoare ale autorităților guvernamentale și prevederile legale privind colectarea, sortarea, separarea, compostarea și reciclarea gunoiului și va respecta politicile Proprietarului privind deșeurile și reciclarea.
- b) Chiriașul va instala în Spațiul Inchiriat coșuri de gunoi de reciclare și toți angajații săi vor separa deșeurile înainte de eliminare și ca o bună practică se va implementa folosirea de saci de eliminare a deșeurilor, adecvati pentru reciclarea fracțiilor, conform reglementărilor locale.
- c) În plus, Chiriașul: (i) va achiziționa consumabile ecologice și scheme de reutilizare cu furnizorii pentru produse și ambalaje, (ii) va reutiliza materialele (când și acolo unde este posibil), (iii) va evita utilizarea ambalajelor de plastic, cutii de spumă și ambalaje excesive și (iv) va promova și oferi clienților pungi de cumpărături reutilizabile.
- d) Chiriașul va furniza Proprietarului anual sau în orice de cate ori solicita in mod rezonabil Proprietarul, rapoarte privind deșeurile pentru toate deșeurile care au fost generate si colectate din Clădire sub controlul Chiriașului, inclusiv tocarea hartiei, deșeurile industriale (nepericuloase), deșeurile alimentare și deșeurile electronice sau alte tipuri de deșeuri generate în Spațiile Inchiriate conform utilizării permise.
- e) Proprietarul își rezervă dreptul de a refuza să colecteze sau să accepte de la Chiriaș orice deseuri care nu sunt separate și sortate conform legii sau a practicilor și/sau politicilor proprii de sustenabilitate ale Proprietarului.

### **4. LUCRĂRI DE AMENAJARE. MODIFICARI ȘI REPARAȚII. MATERIALE**

Pentru lucrările de amenajare și orice lucrări de modificare efectuate de Chiriaș,

### **3. WASTE GENERATION AND MANAGEMENT**

- a) Tenant shall comply with all present and future regulations of the governing authorities and legal provisions regarding the collection, sorting, separation, composting and recycling of trash and shall comply with Landlord's waste and recycling policies.
- b) The Tenant will install in its Premises recycling bins and all its employees will separate the waste before disposal and as a good practice to implement waste disposal bags, adequate for recycling fractions according to local regulations.
- c) Moreover, the Tenant shall: (i) purchase eco-friendly consumables and re-use schemes with suppliers for products and packaging, (ii) re-use materials (when and where possible), (iii) avoid the use of plastic wrapping, foam boxes and excessive packaging and (iv) promote and provide reusable shopping bags for the customers.
- d) Tenant shall provide Landlord annually or at such other times as Landlord may reasonably request with waste reports for all waste that left the Building under Tenant's control, including off-site paper shredding, (non-hazardous) industrial waste, food waste and electronic waste or other types of waste generated in the Leased Premises according to the permitted use.
- e) Landlord reserves the right to refuse to collect or accept from Tenant any trash that is not separated and sorted as required by law or by Landlord's own sustainability practices and/ or policies.

### **4. FIT-OUT WORKS. ALTERATIONS AND REPAIRS. MATERIALS**

For the fitting works and any alteration works carried out by the Tenant, without

fără a aduce atingere reglementarilor aplicabile, inclusiv reglementărilor de siguranță publică, Chiriașul (i) va promova un tip de proiectare ecologică, (ii) va alege materiale ecologice, lemn și cherestea certificate ecologic (iii) va folosi materiale sustenabile, reutilizabile și reciclabile, (iv) va utiliza adezivi cu emisii reduse (de exemplu, pe bază de apă), (v) nu va lipi niciun tip de pardoseala pe podeaua Spațiului Inchiriat cu adezivi de niciun fel, fără a obține autorizația Proprietarului în scris, și va alege să instaleze pardoseli cu emisii reduse, reducând nivelul de substanțe volatile și praf, (vi) va utiliza vopsele fără emisii de compuși organici volatili (COV) și (vii) va gestiona cantitățile mari de deșeuri cu respectarea Contractului de închiriere, Manualului de amenajare și/sau Regulamentul de Ordine Interioară, sau după cum este stabilit în alt mod de către Proprietar.

## **5. ÎNȚEȚINERE**

În cazul înlocuirii unui echipament tehnic, Chiriașul va instala numai echipamente noi de clasă A pentru îmbunătățirea eficienței energetice în Spațiul Inchiriat.

## **6. MATERIALE DE CURATARE**

Chiriașul va folosi ca materiale de curatenie în Spațiul Inchiriat numai produse de curatenie ecologice, cu PH neutru, cu ingrediente nepericuloase.

## **7. MANAGEMENTUL ZGOMOTULUI**

Părțile vor coopera pentru a reduce zgomotul produs de functionarea lor, de activitățile de operare și de curatenie, precum și de către orice alte procese efectuate în Spațiul Inchiriat și/sau Clădire.

## **8. TRANSPORT**

- a) Proprietarul promovează facilitarea unor moduri alternative de transport relevante pentru Centru. Chiriașul este, de asemenea, invitat să participe și să-și încurajeze

prejudice to applicable regulatory constraints, including public safety regulations, the Tenant shall (i) promote an eco-design approach, (ii) choose eco-friendly materials, eco-certified wood and timber (iii) use durable, reusable and recyclable materials, (iv) use low emissions adhesives (e.g. water based), (v) not affix any floor covering to any floor of the Premises with adhesive of any kind without obtaining Landlord's written consent and shall choose low emissions carpet installations, reducing the level of volatiles and dust, (vi) use paints with no volatile organic compounds (VOC) emissions and (vii) shall handle the large amounts of waste with the observance of the Lease Agreement, the Fit-Out Manual and/or the Internal Regulations, or otherwise established by the Landlord.

## **5. MAINTENANCE**

In the event of a replacement of a technical equipment, Tenant shall install only an A class new equipment to improve the energy efficiency in the Premises.

## **6. CLEANING MATERIALS**

The Tenant shall use as cleaning materials in the Premises, only eco-friendly cleaning products, with neutral PH, with non hazardous ingredients.

## **7. NOISE MANAGEMENT**

The Parties shall cooperate in order to reduce noise produced by their operations, operation and cleaning processes, as well as any other processes performed in the Premises and/ or the Building.

## **8. TRANSPORT**

- a) The Landlord promotes the facilitation of alternative modes of transport relevant for the Center. The Tenant is also invited to participate and to encourage its employees

angajații și vizitatorii să folosească transportul public, transportul sustenabil (bicicletă etc.), folosirea masinilor în comun sau alte mijloace de transport alternativ.

- b) Proprietarul va pune la dispoziție (acolo unde este posibil) parcuri pentru depozitarea bicicletelor și trotinetelor electrice (rack) și stații de încărcare, fie la intrările în Clădire, fie în interiorul Clădirii, conform deciziei Proprietarului.
- c) Proprietarul poate stabili programe de parcare preferențiale pentru vehiculele hibride și cu combustibil alternativ în Clădire și poate instala stații de încărcare pentru mașini electrice în Clădire (acolo unde este posibil) pentru utilizarea de către chiriași, angajații acestora și vizitatorii acestora.

and visitors to use public transport, sustainable transport (bicycle etc.), carpooling or other alternative transport.

- b) The Landlord shall provide (where possible) bicycle and electric scooters storage (racks) and charging points, either at the entrances of the Building or within the Building, as decided by the Landlord.
- c) Landlord may establish preferred parking programs for hybrid and alternative fuel vehicles in the Building and install electric car charging stations in the Building (where possible) for the use by tenants, their employees and their visitors.

## **V. ANGAJAMENTE COMUNE**

- 1. Proprietarul și Chiriașul vor respecta toate legile de mediu aplicabile afacerilor și operațiunilor lor, precum și cele aplicabile Spațiului Inchiriat și/sau Clădirii.
- 2. Părțile vor coopera pentru a se asigura că sunt desfășurate campanii de conștientizare în comunitățile relevante cu privire la aspectele de sustenabilitate.

## **V. COMMON UNDERTAKINGS**

- 1. The Landlord and the Tenant shall respect any and all Environmental Laws applicable to their businesses and operations, and those applicable to the Premises and/ or the Building.
- 2. The Parties shall cooperate to ensure awareness campaigns are delivered to the relevant communities regarding sustainability matters.

## **VI. ALTE DISPOZIȚII**

- 1. În cazul în care orice prevedere a acestei Anexe este considerată invalidă, ilegală sau inaplicabilă în orice privință, o astfel de invaliditate, ilegalitate sau inaplicabilitate nu va afecta valabilitatea, legalitatea și caracterul executoriu al restului Anexei.
- 2. Prezenta Anexă face parte integrantă și inseparabilă din Contractul de Inchiriere. În caz de conflict, se vor aplica prevederile relevante ale Contractului de închiriere.

## **VI. OTHER PROVISIONS**

- 1. In the event any provision of this Appendix is found to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect the validity, legality, and enforceability of the remainder of the Appendix.
- 2. This Appendix forms an integral and inseparable part to the Lease Agreement. In case of conflict, the relevant provisions of the Lease Agreement shall apply.