

BY-LAWS OF THE ADGAR PARK WEST COMPLEX

LOCATED IN WARSAW, AL. JEROZOLIMSKIE 181, 181B AND 181C

§ 1. GENERAL PROVISIONS

1. These By-laws of the *Adgar Park West* Buildings and the real property where the aforesaid Buildings are situated, hereinafter referred to jointly as the "**Building**", set forth the rules of:
 - a. correct use of the Building, including its technical facilities and infrastructure, as well as security and prevention of Building damage by its users;
 - b. conduct of the tenants, including personnel and visitors to the Building;
 - c. safety, fire protection and other requirements pertaining to the use of the Building, including the performance of fit-out and similar works.
2. These By-laws apply to all users of the Building located in Warsaw at Al. Jerozolimskie 181, 181B and 181C. As regards the tenants of the premises situated in the Building, the By-laws form an integral part of the contract concluded with each Tenant.
3. The Building is managed for the owner and the observance of the provisions of these By-laws is supervised by Green and Efficiency Services Real Estate Solutions Sp. z o.o. Sp. komandytowa Sp. komandytowa with its registered office in Warsaw, henceforth the "**Administration**".
4. In the Building the Administration performs its functions through the Facility Manager and:
 - a. Technical Services,
 - b. Administration Service,
 - c. Security and Information Services,
 - d. Cleaning Services.
5. Each Tenant shall be obligated to appoint a representative for the purpose of contacts with the Administration regarding performance of the provisions of these By-laws.
6. The rules of using the Building's underground car park and the above-ground parking spaces located in the vicinity of the Building are set forth in separate by-laws.

§ 2. GENERAL RULES

1. Persons visiting the Building shall be obligated to following instructions issued by the Building's Security Services.
2. In the event of bringing to the Building objects which the security guards consider objectionable the visitor shall be obligated to leave such objects at the reception desk.
3. In justified cases the Security Services may refuse entry to the Building. A member of the reception staff may refuse entry to the Building to every person whose conduct breaches the peace.
4. The Building Administration should be contacted in all matters regarding the contract of lease or the current state of the Building.
5. The Tenant shall be obligated to observe all official regulations and ordinances issued by the Police and Fire Brigade.
6. Bearing in mind fire safety, the Tenant must follow fire regulations and provisions of the Fire Safety Manual drawn up for the Facility.
7. Smoking in the Building shall be prohibited, except in designated areas ("**SMOKING AREA**"). Building Security Services is authorized to rebuke persons who do not obey this prohibition. Smoking is prohibited in the at distance less than 8 meters from the building walls because of the procedures related with the process of obtaining LEED GOLD certificate for Adgar Park West buildings.
8. The revolving doors may not be used for bringing goods into the Building. The Tenant shall be obligated to inform his suppliers of this. Transport of a larger volume of goods and large size goods must be arranged with the Building Administration.
9. Lift doors must not be blocked as this may lead to a lift breakdown.

10. Animals may be brought to the Building only if kept on leash or otherwise ensuring that owner / guardian have control at the animal. Aggressive animals should be muzzled or be secured / controlled otherwise by the owner / guardian. For all the damages, contaminations and other caused by the animal the owner / guardian of the animal is responsible.
11. Causing nuisance to other Tenants shall be prohibited. This applies, in particular, to nuisance caused by noise and odours.
12. Instructions and recommendations of the personnel operating the heating, cooling, ventilation systems, instructions regarding the use of common facilities – lifts, waste removal facilities, gates, revolving doors, etc. should be followed.
13. The existing goods and passenger lifts will be maintained in a proper condition. However, the Lessor cannot guarantee their uninterrupted operation.
14. The Tenant must ensure appropriate cleaning, airing, heating, topping up water in the floor siphons and lighting of the premises to the extent to which these matters remain under his control.
15. To prevent blocking the hand basins and toilets, disposing of rubbish, paper towels and other objects in them shall be prohibited.
16. All waste must be removed in compliance with the local regulations or recommendations of the Building Administration.
17. Waste should be placed in the designated areas (“**WASTE ROOM**”).
18. The Tenant may not require constant presence of the Building’s cleaning and technical personnel.
19. Entrances to the Building, yards, passages, staircases, etc, must be free from any objects. Goods may not be stored on the stairs.
20. No objects blocking the emergency evacuation routes may be left.
21. The keys or electronic access cards received from the Administration may not be given to third parties. The Building Administration must be immediately notified of any loss of the keys or electronic access cards.
22. The Lessor may designate further public common spaces which may also be used by third parties.
23. LPG-powered vehicles may not enter the underground car parks. The rules of using the car parks are set forth in separate by-laws which should be read by every car park user.
24. The Building Administration shall not be liable to the Tenants for damage caused by other Tenants in the Building, their employees or entities acting on their instructions.
25. Access to the roof and technical facilities shall be prohibited without the consent of the Facility Management.
26. The Lessor can by written notification report to the Tenant the fact breach of these By-laws. The Security Service is authorized to make photo documentation in case of By-laws breach.
27. External catering company delivering sandwiches etc. have access to the Building if they have invitation from specific Tenant. Those catering companies can only sell their products on the grounds of Tenants offices and units. It is forbidden to sell sandwiches etc. on the grounds of Building common areas (halls / elevator vestibule etc.).
28. In order to improve safety or the functioning of the Building the Lessor shall have the right, at his option, at any time, by giving notice to the Tenants, amend and/or supplement the By-laws, provided such amendments do not materially change the provisions of the contract and do not restrict the access of the Tenant to the Object of the Lease. The Tenant shall be obligated to accept such amendments or supplements.

§ 3. ACCESS HOURS

1. Authorised users may access the Building 365 days per year, 24 hours per day.
 2. It is assumed that visitors may access the Building on working days between 6:00 a.m. and 11.00 p.m.
 3. Consent of the Building Administration shall be required in the case of visitors staying at the Building outside the working hours and on work-free days.
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§ 4. RIGHTS AND OBLIGATIONS OF THE TENANT

1. The Tenant shall be obligated to deliver to the reception desk a list of his employees and update it when needed.
2. The Tenant shall be obligated to use the equipment and appliances provided by the Lessor in accordance with their purpose.
3. The Tenant shall be liable for damage or destruction of the fixtures and fitting or parts of the Building caused by his employees or entities acting on his instructions.
4. All devices installed by the Tenant in his premises must have the legally required approvals.
5. The Tenant shall be obligated to obtain consent to the installation in his office premises of non-standard electrical appliances (such as additional heating sources or kitchen appliances).
6. The use of equipment interfering with the functioning of the equipment of other Building users shall be prohibited.
7. Each breakdown of the Building appliances installed in the area leased by the Tenant, and affecting the safety of other Building users must be immediately reported by the Tenant to the Building Administration.
8. The Tenant may not adjust the Building appliances, including sanitary and air-conditioning systems, except for temperature regulation. The Tenant may not take apart or dismantle the Building appliances.
9. In order to carry out changes in the leased space the Tenant shall be obligated to deliver to the Administration the design of such changes, obtain the required approvals, opinions and permits of the competent authorities and supervision inspectors and obtain the Building Administration's consent to their performance.
10. All works performed by third parties commissioned by the Tenant must be properly secured and after their completion the Tenant shall be obligated to immediately clean the space. The Tenant shall be liable for any irregularities connected with the execution of such works.
11. Any fit-out works of the Tenant must be notified to the Administration in writing and the persons carrying them out must be informed of the obligation to follow the instructions issued by the Administration, its services, including security personnel and must read the Fire Safety Manual and follow its provisions.
12. The Tenant shall be obligated to provide the Lessor (Building Administration) with access to the object of the lease for the purpose of carrying out works by the Lessor or eliminating a breakdown and should secure his equipment for the duration of such works.
13. The Tenant shall be obligated to make available the keys to his premises in the event of a breakdown or threat by placing them at the Building's reception desk. To this end the Tenant shall indicate to the Administration a person, authorised to access the entire object of the lease, who can be reached over the phone day and night. In the event of a change of such person or that person's phone number the Tenant shall be obligated to immediately update the details of the authorised person.
14. The Tenant shall be obligated to deposit in a secure envelope and hand over to the Building security a set of emergency keys to all the premises of the Tenant. In the event of a lock change the Tenant shall be obligated to replace the relevant key in the set deposited with the security personnel. The emergency keys may be used by the security personnel in an emergency, i.e. in the event of a breakdown, fire, flooding, etc. Each such incident must be recorded in the incident log kept by the security personnel and the Tenant's representative notified as soon as possible.

§ 5. WASTE MANAGEMENT

1. The Tenant shall be obligated to keep all the premises leased in order.
2. If the Tenant uses his own cleaning crew, the municipal waste from the Tenant's premises must be removed by that crew to special containers designated for this purpose and located outside the Building ("REFUSE DUMP ARBOR").

3. Cardboard boxes must be torn into pieces prior to placing in a waste bin to reduce the volume of the rubbish.
4. The Tenant shall be obligated to remove by his own effort waste which does not constitute municipal waste and large-sized waste and waste harmful to the environment. Dumping any flammable or environmentally harmful materials directly in the sewage system or containers designated for municipal waste shall be strictly prohibited.

§ 6. RULES OF COMMISSIONING WORKS BY TENANTS

1. The Tenant may apply to the Building Administration for the performance against consideration of specified works in the part of the Building leased by him.
2. The cost of the works referred to in section 1 above may be increased by the cost of drawing up the necessary expert opinions, approvals, opinions of competent authorities and supervision inspector and project manager.
3. The Building Administration may refuse to carry out such commissioned works if this is required by the interest of the Building or in other cases specified in the contract of lease.
4. Performance of any works commissioned by the Tenant shall require his written order and acceptance of the service price.
5. In the event of withdrawing from the agreement, the Tenant commissioning the works shall be obligated to meet their full cost.
6. The Administration may not increase the costs of service provision without the prior written arrangement.

§ 7. ACCESS OF THE OWNER (ADMINISTRATION) TO THE OBJECT OF THE LEASE

1. During the working hours of the Tenant's office, authorised employees of the Administration and/or security personnel may enter the Tenant's premises only in the presence of an employee of the Tenant.
2. After the working hours the Tenant shall be obligated to allow an employee of the Administration or security personnel to enter the leased premises in justified cases. Each entry of a security employee should be documented by the security shift commander. For example, an employee of the Administration/security may enter the premises in order to check for the consequences of events which may affect the safety of the premises or the Building or in other cases requiring entering the premises leased by the Tenant. In emergency situations an employee of the Administration/security may enter the premises of the Tenant without the need to obtain the Tenant's consent.

§ 8. POWERS OF THE SECURITY PERSONNEL

1. Each person remaining in the Building shall be obligated to follow instructions of the security personnel.
 2. The security personnel shall have the right to remove from the Building any person breaching the peace or hampering the work of other persons.
 3. The security personnel shall have the right to refuse entry to the Building to unauthorised persons.
 4. The security personnel shall not be obligated to provide any information.
 5. The security personnel shall not follow any orders issued by the Tenant's employees, if this is not connected with life, health or property protection.
 6. The security personnel may in justified cases order the evacuation of the Building and the Tenant shall be obligated to follow orders issued by the security personnel.
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§ 9. TRANSPORT OF EQUIPMENT AND MATERIALS TO AND FROM THE BUILDING

1. The revolving doors may not be used for bringing goods to the Building. The side doors or doors indicated by the security personnel should be used instead.
2. Suppliers must ask the security personnel to indicate the appropriate entrance or allow vehicles to enter the site.
3. The Tenant shall be liable for damage and safety connected with moving goods to the Building, if the work has been commissioned by him.
4. The Tenant shall be obligated to immediately inform the Building Administration of any and all damage caused during transport.
5. The Tenant shall be liable for maintaining order during and after transport.
6. Lifts must be protected against damage when used for transport purposes.
7. The consent of the Building Administration shall be required to the transport of large-sized goods or goods in large quantities. The Administration shall be notified of the date of such transport at least 2 days in advance. In justified cases the Building Administration may refuse entry to a transport or indicate another delivery date. Generally, large-sized materials and materials in large quantities may only be delivered outside the working hours of the offices, i.e. between 6.00 p.m. and 8.00 a.m.
8. Each delivery vehicle may not stay at the designated place for longer than it is required for unloading or loading goods.
9. With the consent of the Building Administration passenger cars used for transport may go to the underground car park for loading or unloading.
10. Prior to starting work, Tenant's employee responsible for transport shall be obligated to deliver to the reception desk a list of persons providing transport services in the Building and mark these persons appropriately.

§ 10. RULES OF REPORTING AND REPAIRING FAULTS

1. Faults and breakdowns shall be reported via SAP FM Helpdesk system. Incidents requiring immediate response, e.g. flooding, smoke, fire, etc. must be also immediately reported over the phone: 785 990 799.
2. Faults and breakdowns shall be reported to the technical service by a person designated by the Tenant.
3. The appropriate technical services must commence the elimination of the reported breakdown or fault as soon as possible.
4. If necessary, the Tenant should also provide access to the premises after the working hours for the purpose of carrying out repairs. To this end the Tenant shall be obligated to ensure the presence of his employee or representative.

§ 11. SECURING THE PROPERTY

1. The Tenant shall be obligated to secure his property and lock the premises, cabinets, desks, etc.
2. The Building Administration or the security personnel shall be immediately notified of any cases of theft.
3. The Owner and the Building Administration shall not be liable for objects constituting the property of the Tenant or his customers. The Tenant shall be obligated to insure his property kept in the Building.
4. Tenant using storages on the level -1 or -2 is obliged to store his things on appropriate frame / raising (e.g. on pallettes) in the destination of protection of one's possessions before possible effects of flooding.

§ 12. RULES OF STORING AND HANDING OUT KEYS

5. The management of the keys (within the meaning of these By-laws keys also include magnetic access cards) to the Tenant's premises shall be up to the Tenant.
6. The Tenant shall be liable for the keys to his premises received from the Administration and for their proper storage.
7. Any loss of the keys to the Tenant's premises by his employees must be reported in writing to the Facility Manager or the security personnel. New key may be delivered at the expense of the Tenant in accordance to the offer presented to the tenant, subject to making written arrangements with the Facility Manager.
8. The Tenant shall be obligated to provide the Facility Manager with a set of keys, placed in a secure envelope, to be used in accordance with the procedure applying to the use of individual keys and emergency cards.

§ 13. RULES OF HANDLING CORRESPONDENCE

1. Incoming and outgoing correspondence shall be sent by the Tenant's employees.

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