



# **RULES AND REGULATIONS**

Name of premises	AUPARK Žilina
Address	Veľká okružná 59A, 010 01 Žilina
Purpose of building	Shopping centre
Operating company	AUPARK Žilina SC a.s.
Building owner	NEPI ROCKCASTLE N.V.
Responsible person	Helena Samsonová (Centre Manager)
Approval date	29 November 2024

### AUPARK Žilina SC a.s.

Registered office: Veľká okružná 59A, Žilina 010 01|Correspondence address: Veľká okružná 59A, Žilina 010 01 registration: Commercial Register of Žilina District Court, section: Sro, entry: 10806/L





# **Basic provisions**

These Rules and Regulations issued by AUPARK Žilina SC a.s. with its registered office at Veľká Okružná 59A, 010 01 Žilina, CIN: 44 441 193, registered in the Commercial Register of Žilina District Court, section: Sa, entry: 10806/L (hereinafter only the "Rules and Regulations") regulate the operations of the shopping centre AUPARK Žilina located at Veľká Okružná 59A, 010 01 Žilina (hereinafter only "AUPARK Žilina") and lay down rules for the movement and behaviour of persons on the premises. Everyone must abide by the rules laid down in these Rules and Regulations and other guidelines and instructions that specify such rules in more detail.

The provisions of these Rules and Regulations are without prejudice to applicable lease agreements. These Rules and Regulations have been drawn up with the aim of harmonising the conditions of lease and operation of all tenants. If a tenant's lease agreement diverges from these Rules and Regulations, the provisions of the lease agreement shall prevail.

**Binding force:** these Rules and Regulations are binding for all tenants of Aupark Žilina, their suppliers and employees, the centre's suppliers/contractors and all visitors to Aupark Žilina.

**Application of the document:** The document applies on the premises of Aupark Žilina.

The building administrator reserves the right to amend it at any time.

The document is valid and effective from its date of approval.

Helena Samsonová Centre Manager

AUPARK Žilina SC a.s.





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### Annexes:

- 1. Sustainability
- 2. Parking
- 3. Fire evacuation plan
- 4. Delivery centre

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#### 1. Introduction

Every person who enters the premises of AUPARK Žilina accepts the terms of these Rules and Regulations and undertakes to abide by them without reservation. The purpose of the Rules and Regulations is to provide tenants with information on the regulations, services and facilities of AUPARK Žilina.

## 1.1 Operative part

# 1.1.1 Important contact information

#### Address:

AUPARK Žilina SC a.s., Veľká okružná 59A, 010 01 Žilina

### Information:

+421 41 32 13 420

informacie@auparkzilina.sk

### **Centre Manager:**

Helena Samsonová

helena.samsonova@nepirockcastle.com

# Office manager | Parking:

Monika Gavláková

monika.gavlakova@nepirockcastle.com

# Facility manager | Technical services:

Jakub Novák

jakub.novak@nepirockcastle.com

# Marketing | Media contact:

Pavlína Černá

pavlina.cerna@nepirockcastle.com

# **Construction manager | Technical services:**

Martin Hlušek

martin.hlusek@nepirockcastle.com

# 1.2 Shopping Centre Management

Building administrator: AUPARK Žilina SC a.s.

registered office: Veľká okružná 59A, 010 01 Žilina, CIN: 44 441 193

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Contact person: Helena Samsonová, Centre Manager

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e-mail:helena.samsonova@nepirockcastle.com

8 a.m. – 4 p.m. Mon. – Thu.

8 a.m. - 3 p.m. Fri.

Technical services: AUPARK Žilina SC a.s.

registered office: Veľká okružná 59A, 010 01 Žilina, CIN: 44 441 193

registration: Commercial Register of Žilina District Court, section: Sa, entry

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Contact person: Jakub Novák, Facility Manager e-mail:jakub.novak@nepirockcastle.com

8 a.m. – 4 p.m. Mon. – Thu.

8 a.m. – 3 p.m. Fri.

(The Shopping Centre Management is also referred to as the "AUPARK Management")

In case of any problems relating to maintenance, security or cleaning, please contact:

Maintenance: OKIN FACILITY, s.r.o.

24/7 Dispatching, mobile: +421,948,208,642

Security: ALL SECURITY s.r.o.

Operations centre – 24/7 Dispatching, +421 948 139 188

Fire safety: PYROSTOP Huliak, s.r.o.

e-mail: robo@pyrostop.sk

# 1.3 General information

# AUPARK Žilina shopping centre opening hours

Monday – Sunday: 9 a.m. – 9 p.m.

# Days when the AUPARK Žilina shopping centre is closed:

1 January, 6 January, Good Friday, Easter Sunday, Easter Monday, 1 May, 8 May, 5 July, 29 August, 15 September, 1 November, 17 November, 24 December from noon, 25 December, 26 December (If legislation permits, some facilities may open after approval by AUPARK Management)

# Opening hours of the underground car park and outdoor LPG parking spaces:

The car park is open 24 hours a day (for further information see Annex 2 – AUPARK Parking and Traffic Rules).

# Accessibility:

The AUPARK Žilina shopping centre is designed to provide a pleasant and accessible experience for all visitors.

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### Facilities available to all visitors to AUPARK Žilina:

Shops with various goods: Fashion, electronics, food, cosmetics and much more.

Services: Banks, a post office, repair shops, travel agencies and more.

Food and drink: Restaurants, cafés, fast food and more.

Leisure and entertainment: Children's corner, a gym and more.

Conveniences: Toilets, baby change facilities.

Free Wi-Fi access.

Parking spaces for customers, families with children and people with disabilities.

Car wash in the underground garage.

Disabled access to all parts of the centre.

#### Rules for use of common areas:

When using the common areas, everyone must abide by the following basic rules:

- **Respect others:** When using common areas, have consideration for other visitors, keep the premises clean and tidy;
- **Respect the signs:** There are signs in all common areas setting out their specific rules of use. Please follow these instructions.

Visitors to AUPARK Žilina can travel to the centre by public transport or shared bicycles:

- Aupark Žilina bus stop, for buses and trolleybuses no. 5, 16, 22
- Polícia bus stop, for buses and trolleybuses no. 3, 4, 7
- bicycle stands at AUPARK Žilina, including stands for bikeKIA shared bicycles.

# 2. Duties of tenants and their suppliers

Tenants must allow AUPARK Management staff or persons authorised by them to enter the leased premises to measure consumption of utilities.

Tenants and their suppliers must provide the AUPAK management with the required cooperation to make AUPARK Žilina a high-value, frequently visited destination for shopping, culture and social life meeting visitor demand for goods and services.

Visitors, tenants, the suppliers of tenants and contractors providing services in AUPARK Žilina must report any crime or suspected crime using the non-stop phone number of the Security Service Operations Centre (tel.: +421 413 213 410, mobile: +421 948 139 188).

These persons must also notify the Security Service Operations Centre without delay of:

- any message threatening the safety of persons or property at AUPARK Žilina;
- any persons violating the Rules and Regulations or not meeting the expected standards of behaviour in AUPARK Žilina;
- persons suspected of a crime;
- unaccompanied children;
- animals not on a lead;

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- situations threatening the trouble-free operation of AUPARK Žilina with regard to protection of persons and property;
- suspicious items left unattended in AUPARK Žilina.

Tenants must inform the Security Service Operations Centre (security manager) about the activities of their own security services on AUPARK Žilina premises, including in their own leased facilities, and update this information on an ongoing basis. The aim of this measure is to avoid potential conflicts in security operations.

# 3. Rights of the administrator

#### The administrator is entitled:

- to limit the volume of sound reproduction devices operated by tenants in leased premises;
- to prohibit any tenant from use of any advertising which, in the administrator's opinion, could damage the good name and reputation of AUPARK Žilina or reduce the attractiveness of AUPARK Žilina as a shopping centre. On receipt of a written notice from the AUPARK Management, the tenant must cease their use of such advertising without delay.

The administrator is responsible for upholding all rights and obligations under the Rules and Regulations.

# 4. Premises of AUPARK Žilina

Throughout the premises of AUPARK Žilina (both inside and outside, including parking spaces and flowerbeds), the following are prohibited:

- the placement of kiosks and other equipment where commercial activities are carried on without a valid lease agreement;
- the offer and sale of any goods or services outside commercial premises without the prior, written consent of the AUPARK Management;
- activities that disturb the peace of visitors to AUPARK Žilina, immoral or socially unacceptable behaviour.
   If any person commits an offence on the premises of AUPARK Žilina, security service personnel may prohibit them from entering the premises of AUPARK Žilina;
- the organisation of commercial events intended to promote various products and services without the prior written consent of the AUPARK Management;
- the organisation of cultural, social, sports and other leisure activities without the prior written consent of the AUPARK Management;
- the distribution of political or any other leaflets or other forms of agitation on the premises of AUPARK Žilina without the prior written consent of the AUPARK Management;
- loud reproduction of music anywhere on the premises of AUPARK Žilina without the prior written consent of the AUPARK Management;
- shouting, singing, playing on musical instruments or loud music reproduction anywhere on the premises of AUPARK Žilina;
- activities that would endanger or could endanger the safety of visitors to AUPARK Žilina;
- physical or verbal threats against any person, the provocation of quarrels, spitting, harassment of other with excessively loud behaviour, the use of words and gestures with strong sexual overtones;
- the use of expressions or other behaviour defaming any race, religion or ethnic group which could offend other users of AUPARK Žilina or disturb their peace;

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- the consumption of alcohol on the premises of AUPARK Žilina except in areas designated for this purpose;
- any tampering with property of AUPARK Žilina (including tampering with any security or fire-safety systems);
- degeneration, damage or destruction of property forming part of AUPARK Žilina or located therein that belongs to AUPARK Žilina, its tenants or visitors, it likewise being prohibited to write, spray or make graffiti on such property;
- the removal of items from rubbish bins, the disposal of hazardous waste in bins intended for other waste (municipal solid waste);
- disposal of waste outside the waste bins intended for this purpose or the disposal of a larger quantity of waste than would be generated during a typical visit to AUPARK Žilina;
- lying down or sleeping on the premises of AUPARK Žilina (other than in locations or spaces designated for such purposes);
- the organisation of demonstrations;
- begging;
- damage to greenery;
- use of narcotics or other controlled substances;
- making audio and video recordings for commercial purposes;
- entering the premises of AUPARK Žilina with animals other than dogs on a leash wearing a muzzle (fighting breeds of dogs shall not be admitted);
- entry to reserved areas to which only authorised persons have access;
- running and chasing, riding a bicycle, skateboarding, roller skating or similar behaviour;
- carrying or using firearms, using fireworks;
- teaching driving in AUPARK Žilina car parks;
- washing vehicles;
- carrying out mechanical work without the authorisation of the AUPARK Management;
- placing handwritten messages in displays and windows on AUPARK Žilina premises;
- placing advertising posters in displays and windows in AUPARK Žilina except for posters put up on noticeboards;
- placing advertising boards or poster stands or stands of any kind in front of shops and other premises in AUPARK Žilina including the outdoor parts of AUPARK Žilina;
- blocking or obstructing any footpaths, entrances, premises, yards, lifts, stairs, corridors or halls (applies also to tenants). Tenants shall use such areas only to enter and leave their leased premises;
- covering or blocking casement windows, glazed doors, roof windows and doors that reflect or admit light and air into corridors, walkways and other areas of AUPARK Žilina (applies to tenants) and the placement of bottles, packages or other unwanted items on window ledge, display or window;
- the installation of display cases or other items in front of AUPARK Žilina, attached to AUPARK Žilina from the outside, or in its halls, corridors or vestibules without the prior written consent of the AUPARK Management;
- use of toilets, washbasins and other sanitary facilities for purposes other than those for which they are
  intended, with the disposal of rubbish, waste, rags, acids and other substances being prohibited in
  particular;
- smoking except in the areas intended for this purpose;
- tenants' staff smoking in front of leased premises.

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#### 5. Deliveries

The purpose of this point is to ensure the continuous, safe and trouble-free stocking of leased businesses while ensuring compliance with harmonised rules to ensure the permanent satisfaction of all tenants and visitors to AUPARK Žilina.

For the purposes of this point of the Rules and Regulations, "item" includes goods, material, raw materials, semi-finished products, equipment and the like.

#### **5.1** Basic rules for deliveries:

The basic rules for deliveries are:

- delivery is permitted between 6 a.m. and 9 a.m. and between 9 p.m. and 12 a.m. (midnight);
- stock may be delivered using a tenant's own delivery trolleys with white rubber wheels or the AUPARK
  Žilina trolleys kept at the delivery centre. When AUPARK Žilina is open, stock must be delivered only
  through a delivery bay. The public areas of AUPARK Žilina (spaces inside AUPARK Žilina paved with stone)
  must not be used for transporting deliveries during this time;
- the transport of bulky and heavy items of equipment to and from leased premises requires the prior written consent of the AUPARK Žilina and/or the AUPARK Management;
- the transport of items must not restrict, hamper or disturb visitors to AUPARK Žilina, other tenants, employees of AUPARK Žilina or contractors going about their business (e.g. cleaning, maintenance, the security service etc.);
- the delivery of stock to leased premises must always use the delivery centre;
- the location of the delivery centre is shown in Annex 4 of the Rules and Regulations;
- it is prohibited to store or leave any item in the supply corridors and common areas;
- to protect property, security staff are entitled to prohibit items from leased premises being taken out of AUPARK Žilina unless their origin and recipient can be proved;
- delivery vehicles entering the delivery centre must follow the instructions and guidance of AUPARK Žilina security personnel;
- deliveries made directly and only to a tenant's business are the responsibility of the tenant;
- the maximum length of a vehicle using the delivery centre is 10 m;
- after an item is delivered, the tenant, the supplier and the carrier are responsible for vacating the delivery bay and delivery centre without delay.

# 6. Waste handling

The purpose of this point of the Rules and Regulations is to lay down uniform rules for the regular and trouble-free collection of waste and subsequent handling of waste produced in AUPARK Žilina that ensure that permanent satisfaction of all tenants, employees and visitors in AUPARK Žilina.





#### 6.1 Basic rules of waste collection

The basic rules of waste collection are:

- every tenant must, at their own expense, sort the waste produced in their leased premises and deliver separated waste to the appropriate waste bins in the designated waste management facility next to the delivery centre;
- the tenant or a designated person must take waste from the leased premises to the delivery area every day. Waste must not be taken out during AUPARK Žilina opening hours;
- It is strictly prohibited to dispose of waste from leased premises in the waste bins in the common areas, which are intended for visitors to AUPARK Žilina;
- the removal of waste must not restrict, hamper or disturb visitors to AUPARK Žilina, other tenants, employees of AUPARK Žilina or contractors going about their business (e.g. cleaning, maintenance, the security service etc.);
- tenants must take care not to spill waste anywhere in AUPARK Žilina when transporting waste from their leased premises to the waste management facility;
- If waste is spilled during transport through AUPARK Žilina, the tenant must clean up the spilled waste at their own expense without delay. In the event of a larger waste spill, the tenant must report it without delay to an employee of the AUPARK Žilina security service;
- tenants must sort waste produced in their leased premises into the following categories: paper and cardboard, plastics, glass, wood packaging (for example, discarded pallets), metal packaging, mixed packaging, biodegradable kitchen and restaurant waste (food waste, bones, fruit, etc.), hazardous waste, used restaurant and fast food oil not contaminated by any food or water residues, mixed municipal waste, and other waste.

# 7. Evacuation and the evacuation plan

If an extensive fire breaks out or a warning message is received affecting the premises of AUPARK Žilina, the centre manager, technical manager, security service commander shall order the building's evacuation.

In the event of a warning message, the following instruction will be issued:

"Your attention please. The building is closing for technical reasons. We request all visitors and tenants to leave the building as quickly as possible using the marked evacuation routes and to follow the instructions of staff overseeing the evacuation of the building. Thank you.";

This will be played three times in succession over the AUPARK Žilina broadcasting system;

- a fire alarm on the premises is announced by calling "FIRE" and the broadcast of the following message: "Your attention please. There is a fire in the building. We request all visitors and tenants to leave the building as quickly as possible using the marked evacuation routes and to follow the instructions of staff overseeing the evacuation of the building. Thank you."; this will be played three times in succession over the AUPARK Žilina broadcasting system;
- when hearing the above message, the authorised representatives for leased premises must complete all cash desk transactions as soon as possible, secure the premises against damage (turn off electrical appliances etc.) and instruct customers and staff to leave the premises. The authorised representatives

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must check their leased premises (to ensure nobody is present there and that all electrical appliances are switched off), lock the premises and go with the keys of the premises to the designated assembly point outside the AUPARK Žilina building. It is likewise necessary to follow the instructions of the AUPARK Žilina security service:

• the procedure for evacuation is specified in more detail in the evacuation plans set out in Annex 3 – Evacuation Plan.

# 8. Fire safety

# 8.1 Fire safety rules

Tenants' use of leased premises and common areas and equipment in AUPARK Žilina must be in accordance with applicable legislation and in particular they must carry out the following fire safety duties in accordance with Act No 314/2001, as amended, and Decree of the Ministry of Interior of the Slovak Republic No 121/2002, as amended:

- ensure compliance with the fire protection duties determined by the fire protection technician;
- ensure that fire protection documentation is drawn up, managed and maintained in accordance with asbuilt conditions;
- ensure compliance with fire protection regulations, comply with related instructions and orders, and conduct regular checks of compliance;
- refrain from activities with an increased risk of fire that are not authorised in writing in advance by the AUPARK Management;
- take measures to protect against fire outbreaks during non-working hours in accordance with fire protection regulations;
- install the required number and types of portable fire extinguishers and mark their location with the corresponding pictograms;
- carry out regular checks of portable fire extinguishers in accordance with applicable regulations;
- provide vocational training for staff on fire protection;
- ensure that escape routes are unobstructed so that they can perform their function, refrain from narrowing them and ensure that opening and self-closing mechanisms remain functional;
- comply with the smoking ban;
- limit the risk of an outbreak of fire when using thermal, electrical, gas and other appliances, in the storage and use of flammable or fire-hazardous substances and when working with open flames;
- refrain from non-professional repairs of electrical systems, overloading electrical outlets with excessive electrical appliances and the use of damaged electrical appliances;
- install appliances only at a safe distance from flammable structures and materials in accordance with the manufacturer's instructions and applicable regulations and standards;
- use only appliances in a good technical condition confirmed by a professional inspection under conditions specified in the manufacturer's instructions. An appliance must be supervised when operating unless its design supports unsupervised operation and this is stated in the manufacturer's instructions;
- prevent damage and misuse of portable fire extinguishers, fire hydrants and fire doors, and ensure access to shut-off valves and switches for utilities, especially electricity, gas and water;
- refrain from raising a fire alarm without reason;

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- take necessary measures during firefighting to save persons at risk, extinguish the fire if possible and take measures necessary to prevent the spread of fire;
- report any fire without delay to the joint fire reporting centre for AUPARK Žilina;
- assist firefighters if so instructed by the incident commander and provide material resources for extinguishing the fire;
- permit the AUPARK Management to carry out preventive fire inspections to verify compliance with laws, regulations and standards on fire protection.

#### 9. Fire alarm rules

# Anyone who notices an outbreak of fire must:

- attempt to extinguish the fire with a portable fire extinguisher or in another way appropriate to the nature of the extinguishing substances;
- if it is not possible to extinguish the fire by simple means (portable fire extinguisher, blanket, earth, etc.), report the fire without delay to the fire reporting centre the Operations Centre of the AUPARK Žilina security service.

### **Procedure for raising a fire alarm:**

• a fire alarm on the premises is announced by calling "FIRE" and a message issued on the local broadcast system.

#### Duties in the event of a fire alarm:

- everyone must assist in extinguishing the fire and evacuating people and material in accordance with the instructions of the incident commander;
- everyone who is not directly involved in putting out the fire must gather in front of the building as quickly as possible in a way that does not obstruct the work of firefighters;
- until the arrival of the fire brigade, the incident commander is a senior manager (the Centre Manager / Technical Manager / Security Service Commander)
- after the arrival of the fire brigade, their incident commander will take over;
- fire evacuation plans are shown in Annex 3 Evacuation Plan

# **Calling the fire brigade:**

When reporting a fire to the fire brigade it is necessary to specify: the name and address of the building where the fire is located;

- the reporting person's forename and surname;
- the phone number for calling back to the reporting person.

After reporting the fire, it is necessary to wait by the phone for the fire service operator to call back and check the information.

# 9.1 Emergency contact information

Integrated Rescue System: 112 Ambulance service: 115

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Fire service: 150 Police: 158

# 10. Ensuring accessibility for people with disabilities

- AUPARK Žilina provides disabled access to all common spaces, business units, toilets and parking spaces.
   The shopping centre has automatic doors, indoor ramps and lifts;
- AUPARK Žilina provides a sufficient number of reserved parking spaces for drivers with disabilities. Reserved parking spaces are clearly marked with a pictogram in accordance with applicable legislation;
- AUPARK Žilina is equipped with a sufficient number of working lifts with large enough cabins. The lift cabins have Braille markings;
- the disabled-access toilets have all necessary sanitary facilities and adequate room to manoeuvre. There is a disabled-access toilet on every floor and they are also equipped with a "Panic Button" to alert Security Service personnel who will provide emergency assistance to the caller. The disabled-access toilets are also marked with a pictogram for gender-neutral persons, who are also entitled to use these toilets;
- AUPARK Žilina is equipped with other emergency buttons and communication systems (e.g. a button for manually opening the entrance doors, lift intercom, a bell in front of the toilets).
- AUPARK Žilina uses high-contrast colours on signs and information panels to improve their legibility.

Annexes: 1. Sustainability; 2. Parking; 3. Fire evacuation plan; 4. Delivery centre

The full text of the Rules and Regulations and the annexes is available on www.auparkzilina.sk

# **APPENDIX 1 - SUSTAINABILITY**

This APPENDIX 1 - SUSTAINABILITY ("Sustainability Appendix" or "Appendix"), dated 28 December 2022, is an appendix to the Annex - Rules of Operation of SC of the Sub-Lease Agreements concluded between AUPARK Žilina SC a. s., as landlord, and respective tenants, for the sub-leasing of the premises in the AUPARK ŽILINA – SHOPPING CENTER ("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 amend 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 - Rules of Operation of SC** of the Lease Agreement with this Appendix herein.

# 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 sub-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 <a href="https://nepirockcastle.com/sustainability/focus-and-performance/">https://nepirockcastle.com/sustainability/focus-and-performance/</a>.

- 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.

# 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.
- 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;
- 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.
- 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.

# 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 buy 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 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.
- 2. This Appendix forms an integral and inseparable part to the Annex Rules of Operation of SC to the Lease Agreement. In case of conflict, the relevant provisions of the Lease Agreement shall apply.

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# AUPARK ŽILINA – CAR PARK RULES AND REGULATIONS VALID FROM 1 DECEMBER 2022

#### 1. INTRODUCTION

These car park rules and regulations (hereinafter only "CPR&R") regulate the rights and obligations of all persons who drive a motor vehicle in the underground car park of Aupark Žilina, who, by driving into the car park:

- accept the CPR&R and undertake to abide by them unconditionally;
- have requested rental of an unreserved parking space for temporary parking of a vehicle subject to the availability of free capacity in the car park.

#### 2. PARKING RULES

- Parking is subject to the fees defined in the current price list. The parking fee must be paid before leaving
  the car park. Payment can be made using the automatic payment stations located by the moving walkways
  on the first and second underground floors and at various points around the perimeter of the car park.
- 2. The duration of parking is recorded for the registration number of a specific vehicle based on the parking permit that the driver receives at the entrance to the car park. If this permit is lost, the driver must pay a standard parking fee of EUR 25.
- 3. Visitors to Aupark Žilina may use any of the available parking spaces except for reserved parking spaces.
- 4. Every driver must leave the car park within 20 minutes of paying the parking fee. If they do not do so, the automatic exit barrier will not allow them to leave and they must go back to the automatic payment station and pay an additional fee.
- 5. In the event of problems related to payment or parking, it is possible to communicate with car park staff using the communicator installed at each entrance and exit and automatic payment station.
- 6. The car park is open 24 hours a day, 7 days a week.
- 7. Smoking and the use of open flame devices are prohibited in the car park.
- 8. Vehicles running on LPG or CNG cannot be parked in the underground car park. Such vehicles must use the reserved parking spaces between Aupark Žilina and Hotel Slovakia.
- 9. It is prohibited to wash or otherwise clean a vehicle in the car park except in the space reserved for this purpose (the manual car wash on the first underground floor).
- 10. It is prohibited to give driving lessons in the car park.
- 11. Vehicles must not enter the car park with a trailer.
- 12. After parking, drivers must secure their vehicle against starting to move or otherwise being put into motion.
- 13. The speed limit in the car park is 10 km/h.
- 14. The maximum dimensions for entry to the car park are height 210 cm and width 250 cm.
- 15. If an evacuation is ordered, all persons present in the car park including the drivers of parked vehicles must comply with the orders of the security service or police, if present.
- 16. Itinerant sales, the distribution of promotional materials and other commercial activities are prohibited throughout the car park.
- 17. Low-beam headlights must be used in the car park.
- 18. All drivers in the car park must, strictly and without exception, comply with all applicable legislation (especially as regards transport, such as Act No 8/2009 on road traffic, as amended).
- 19. Drivers must not obstruct other vehicles at the entrances and exits.
- 20. Unjustified use of a horn is prohibited in the car park.
- 21. Drivers and passengers must not loiter in the car park without a legitimate purpose.
- 22. Pedestrians must not walk on the car park entrance / exit ramps.
- 23. Unroadworthy vehicles must not be parked anywhere in the car park.
- 24. Vehicle motors must not be left running in the car park without a legitimate reason.



- 25. A vehicle's owner is liable for any and all damage that the vehicle causes to the health and property of third parties. Any such damage must be reported immediately to the injured party, the police and the car park operator.
- 26. Everybody must keep the car park clean and tidy.
- 27. Drivers must park only in marked parking spaces.
- 28. The car park is monitored using CCTV cameras for the protection of property and health and the detection of crime. By entering the car park, a visitor consents to being recorded by CCTV and the use of the resulting recordings.
- 29. The car park is not guarded and the car park operator accepts no liability for damage caused to vehicles parked in the car park or damage to items left in parked vehicles.
- 30. The operator advises visitors to ensure that their vehicle is properly locked when parked and to use any security devices incorporated into the vehicle. Visitors are advised not to leave valuable items (e.g. notebook, phone etc.) in a visible location in a parked vehicle. The operator is not responsible for the loss, theft or damage of such items.
- 31. A motor vehicle must not prevent another vehicle or vehicles from parking in a regular manner. It is therefore prohibited to park or wait in the car park in a transverse position. A vehicle that blocks another vehicle from parking (by parking across multiple parking spaces) will be clamped to prevent its departure and the driver will be subject to a penalty in accordance with Article 4 of the CPR&R.
- 32. Motorcycle parking is free of charge. When entering the car park, the rider must ring the communicator on the entry terminal and wait for a parking attendant to respond and open the barrier. The same procedure must be repeated on exit.
- 33. Photo / video recordings can be made in the car park only with the prior written consent of the management of Aupark Žilina.
- 34. Vehicles must not block other visitors from using the entrance and exit ramps and their terminals. If there are problems with a parking permit, the driver must park their vehicle in the nearest adjacent lane and then use the communicator to call the attendant.

### 3. CAR PARK OPENING HOURS

Entrance from R. Zaymusa Street: Monday – Sunday: non-stop Entrance from V. Spanyola Street: Monday – Sunday: 7 a.m. – 10 p.m.

### 4. PENALTIES FOR BREACH OF THESE CPR&R

In the event of repeated violations of these CPR&R, the car park operator reserves the right to prohibit a vehicle from entering the Aupark Žilina car park.





The fee for a lost parking permit is EUR 25.

# 6. DATA CONTROLLER

AUPARK Žilina SC a.s. Veľká okružná 59A, 010 01 Žilina

CIN: 44 441 193, VAT ID: SK 2022708391

Registered in the Commercial Register of Žilina District Court, section: Sa, entry: 10806/L

# 7. COMMON AND FINAL PROVISIONS

It is prohibited to reproduce or distribute these CPR&R without the prior written consent of the management of Aupark Žilina.

The operator reserves the right to issue amendments and addenda to these CPR&R.

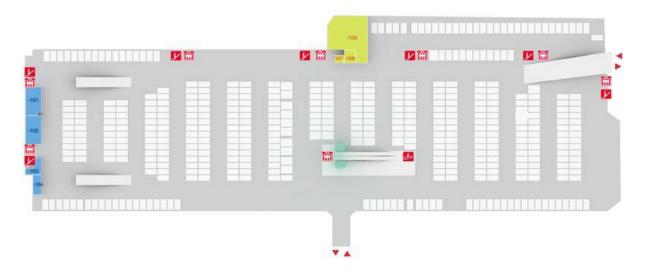
#### 8. CONTACT

- + 421 41 32 13 410 (security service, non-stop)
- + 421 41 32 13 426 (security service, parking attendant)

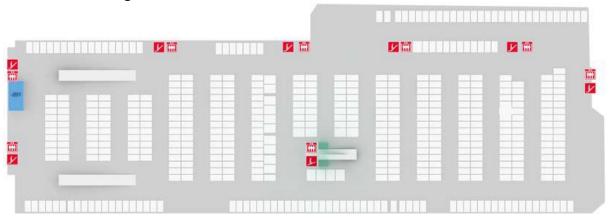
DEAR VISITORS, PLEASE ABIDE BY ALL OF THESE AUPARK ŽILINA CAR PARK RULES AND REGULATIONS FOR THE GOOD OF US ALL.

# Annex 1 Plan of the individual floors for parking

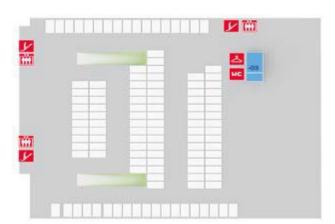
- first underground floor



# second underground floor



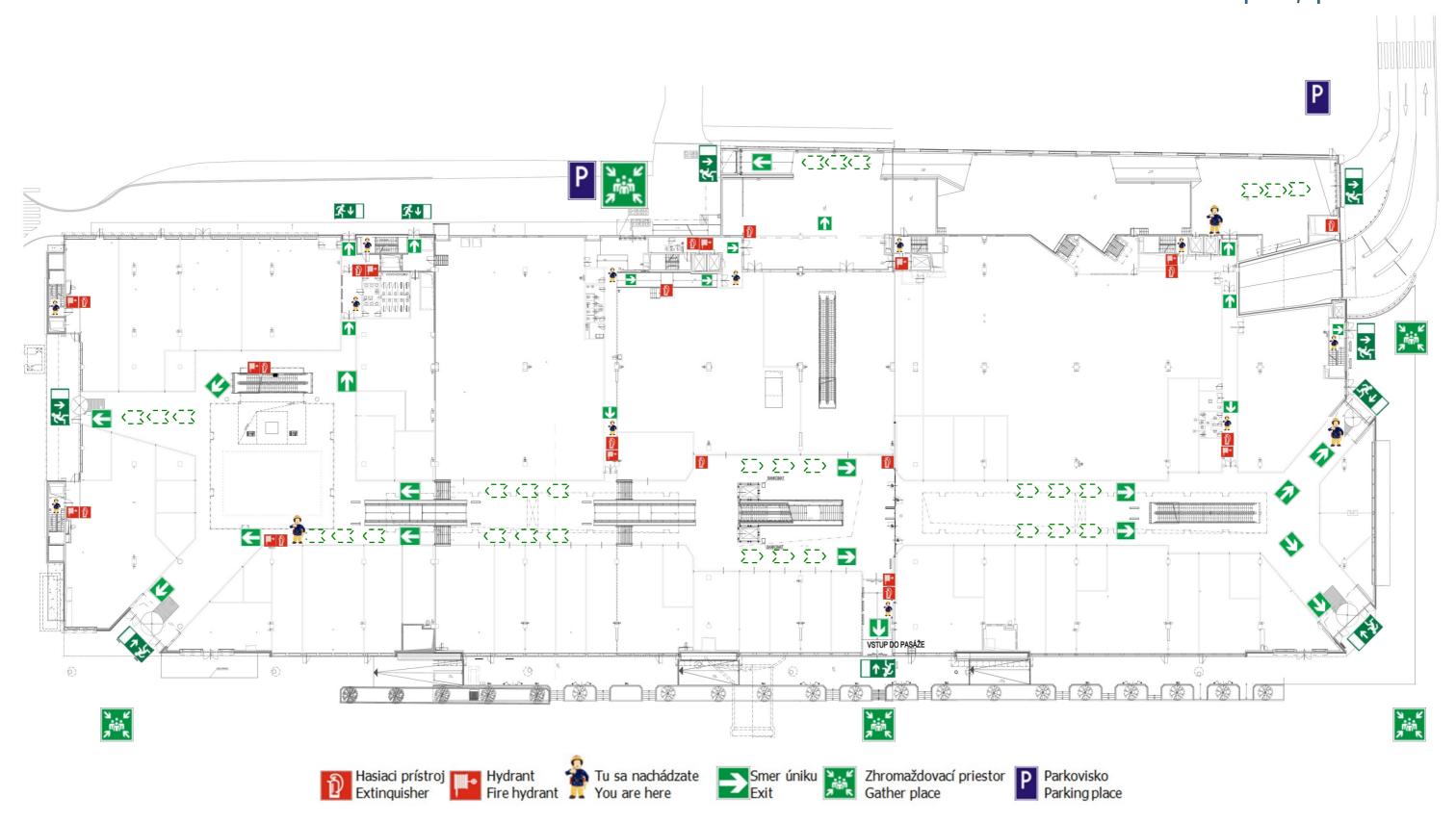
# underground car park mezzanine





**AUPARK Žilina SC** 

1.nadzemné podlažie, 0 poschodie



Dátum: 20.február 2024



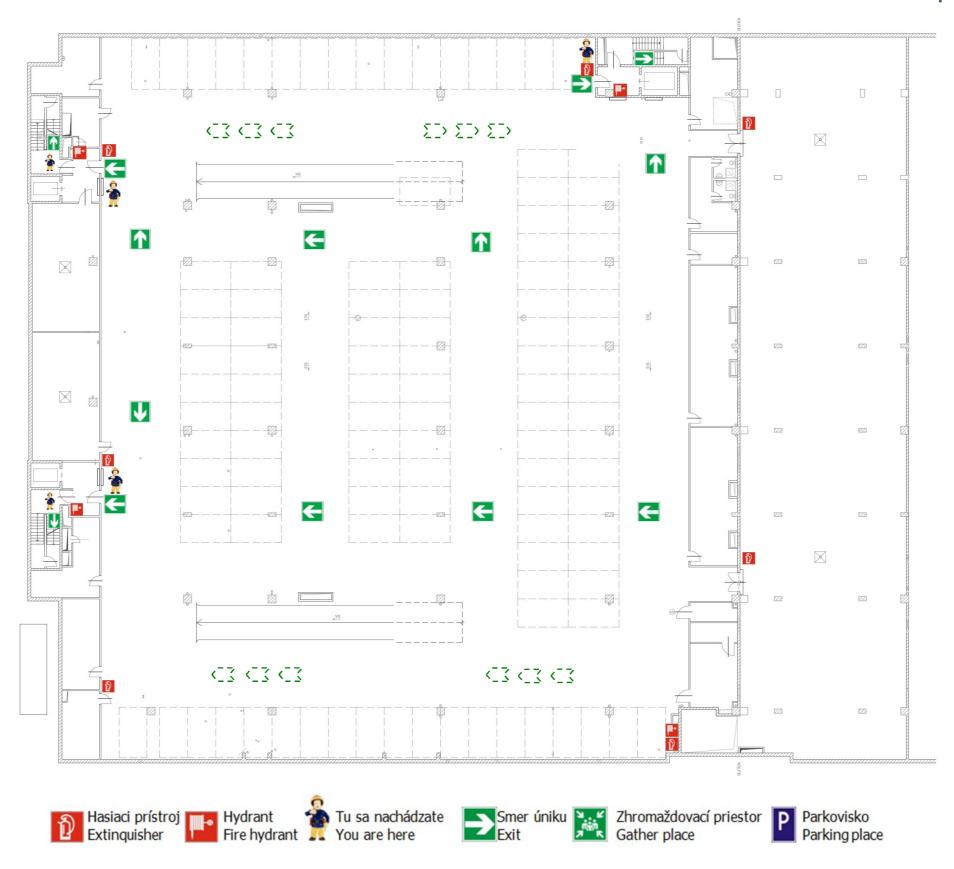






**AUPARK Žilina SC** 

1.podzemné podlažie, M poschodie















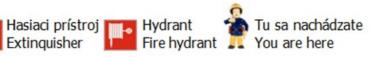
AUPARK Žilina SC

2.nadzemné podlažie, 1 poschodie

















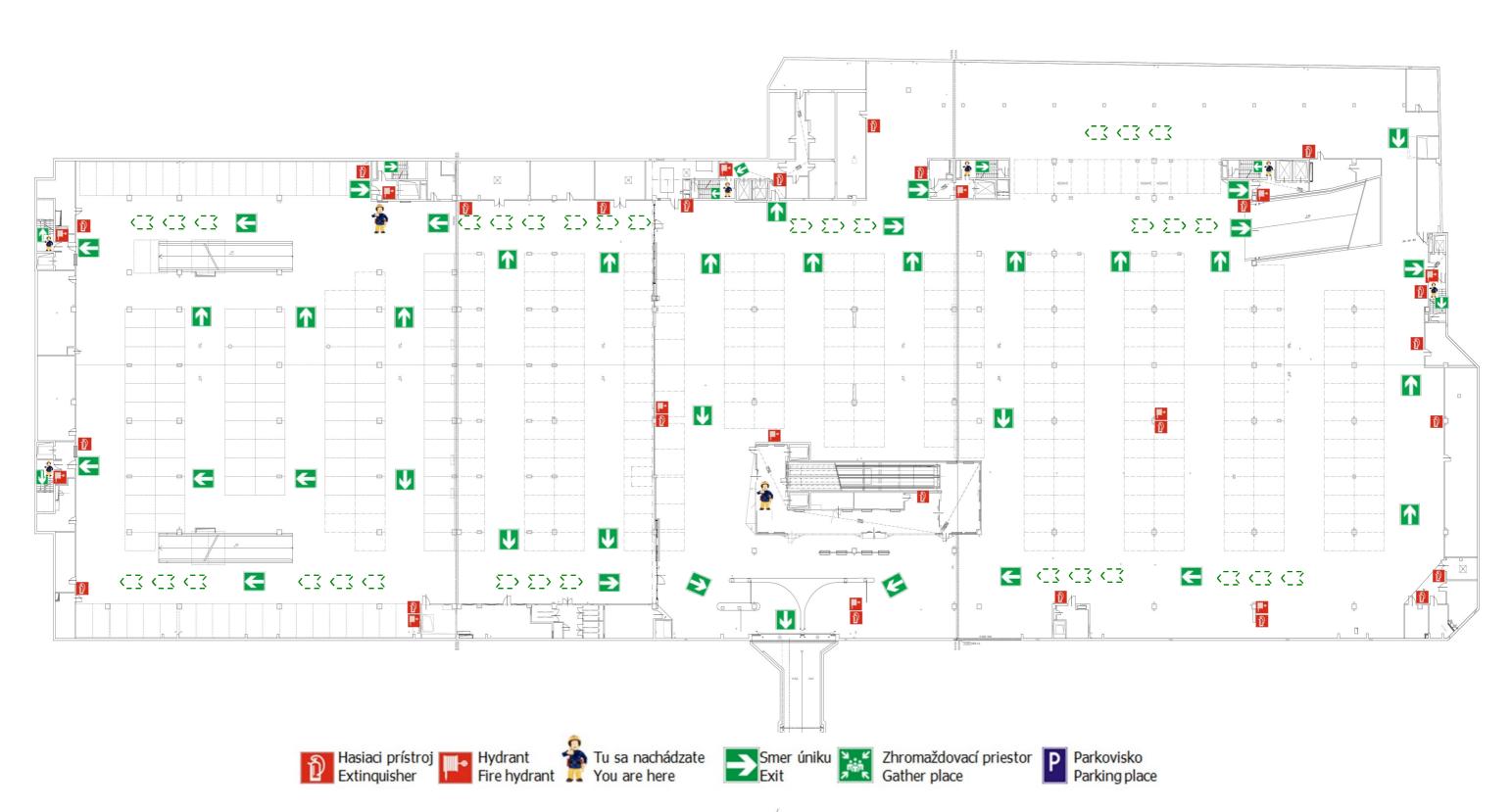






**AUPARK Žilina SC** 

2.podzemné podlažie, -1 poschodie









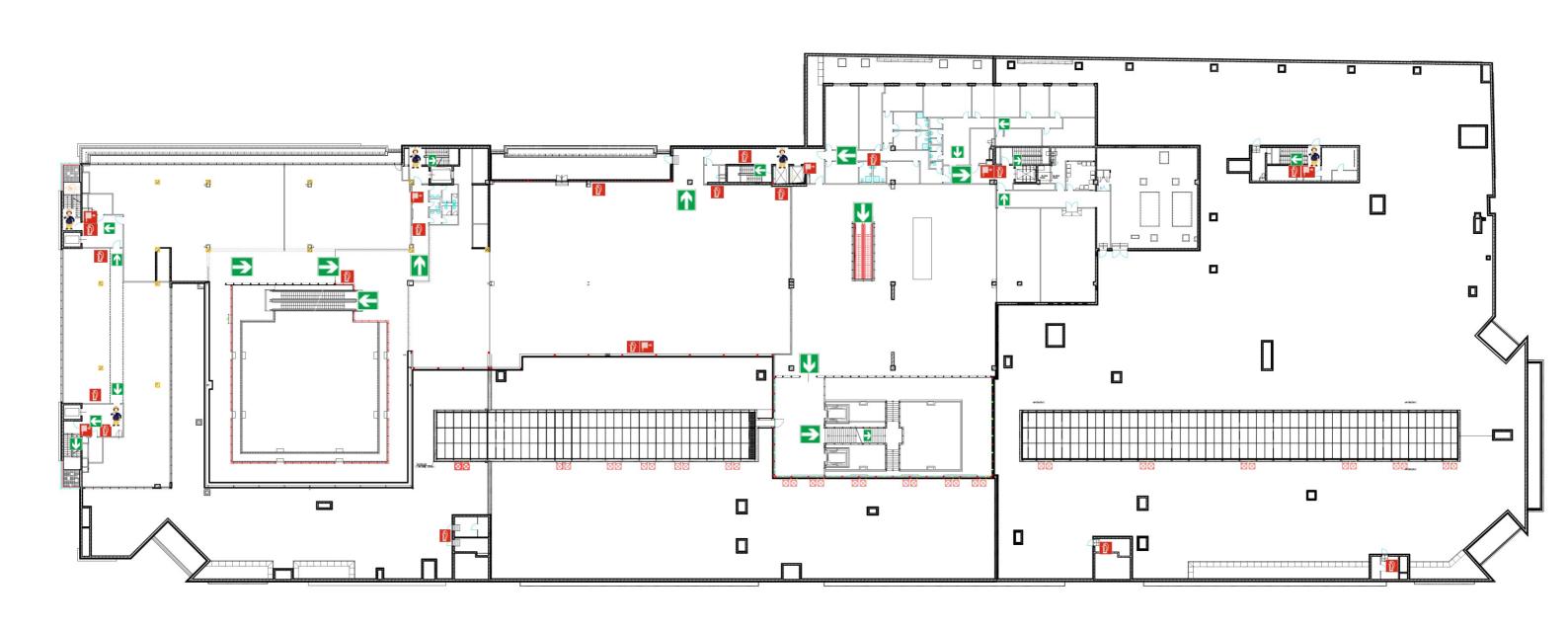






**AUPARK Žilina SC** 

3.nadzemné podlažie, 2 poschodie



Dátum: 20.február 2024





Hasiaci prístroj Hydrant Tu sa nachádzate Extinquisher Fire hydrant You are here



Smer úniku Zhromaždovací priestor Parkovisko
Gather place Parking place

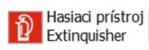
Parking place



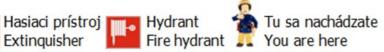
**AUPARK Žilina SC** 

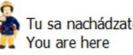
3.podzemné podlažie, -2 poschodie















Zhromaždovací priestor Parkovisko







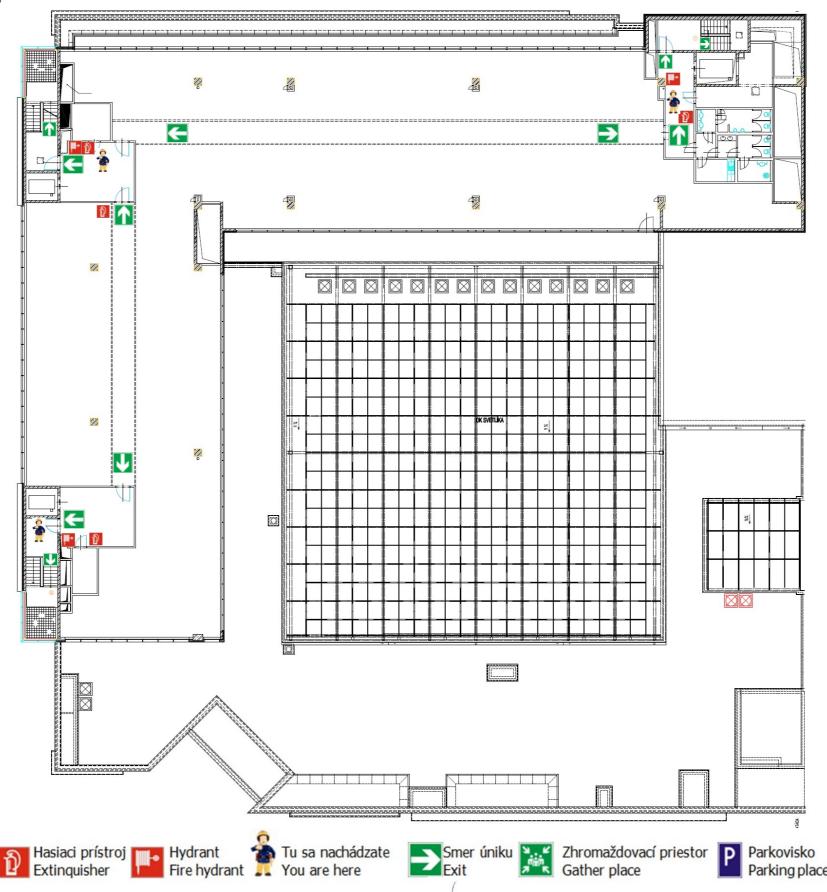


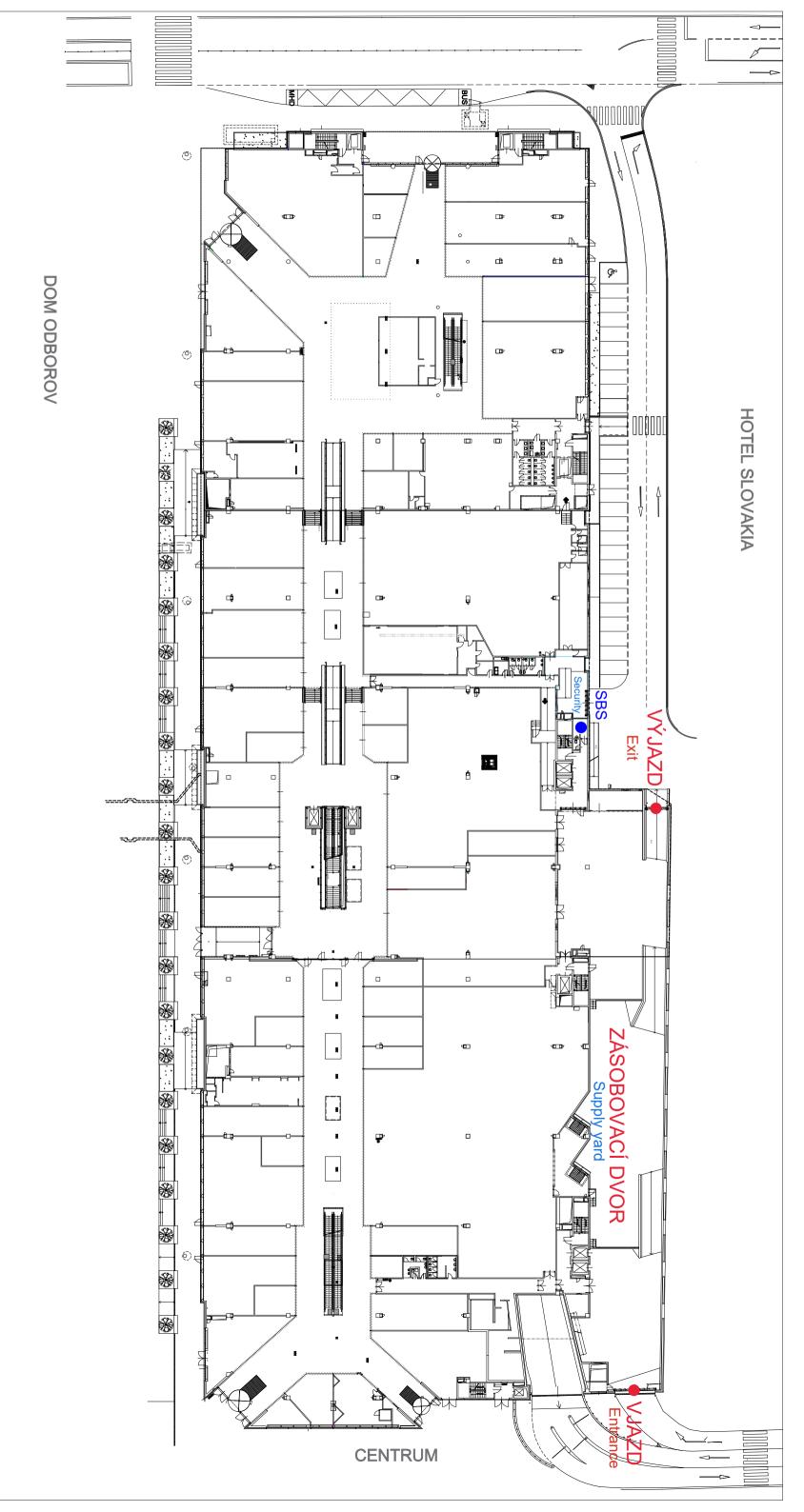




**AUPARK Žilina SC** 

4.nadzemné podlažie, 3 poschodie





AUPARK - ŽILINA SHOPPING CENTER Veľká Okružná 59A, 01001 Žilina

názov: Zásobovací dvor dátum: 17.03.2021 formát: A3