

ORGANIZATION, OPERATION AND DEVELOPMENT REGULATION FOR THE INDUSTRIAL PARK “ARC PARC INDUSTRIAL DEJ”

Recitals

The managing company of the industrial park "ARC PARC INDUSTRIAL DEJ" is ARC PARC INDUSTRIAL SRL located in the city of Dej, 1 Henri Coanda St., Cluj County. The title "Industrial Park" has been obtained under Order No. 972/2005 of the Ministry of Administration and Interior.

The Industrial Park has a total area of 40.185 ha, is a private park and is dedicated to economic activities, scientific research, industrial production and services, technology and logistics development in a regime of specific facilities, in order to exploit the area potential of material and human resources.

Arc Parc Industrial Park is positioned at the intersection of the major regional and national networks of electricity, gas and international road and rail access routes. The plot has the entire utilities infrastructure necessary for the achievement and operation of investments, has an industry Environmental Permit and has conducted topographic and geotechnical studies.

This *Regulation* aims at drawing the basic principles and rules of organization, operation and development of the Industrial Park "Arc Parc Industrial Dej", observing the legal provisions and the rights and duties of both the park manager and its residents.

Compliance with this *Regulation*, and with any other regulations issued by the park manager, is mandatory for all residents of the industrial park, according to the legal provisions in force. By this *Regulation*, or other regulations issued by the Park manager no clause of the earlier adopted Management contract shall be amended. If the management contracts concluded prior to the adoption of Regulation provide otherwise, and were negotiated individually with the residents, those provisions shall apply.

The manager may make other specific regulations regarding any aspect of the organization and operation of the industrial park according to the legal provisions in force, without changing by such regulation the management contracts concluded with the industrial park residents prior to the adoption thereof.

I. Definitions of certain terms and phrases

Art.1. In this *Regulation*, the terms and phrases below have the following meanings:

1. *park manager* - Romanian and / or foreign legal entity governed by private law, established according to law by the founders in order to make an industrial park, to acquire and hold the title of industrial park issued under this law by the central public administration body or by Government

decision, in the case of the old industrial sites privatized following a Government decision on the industrial park concept, to manage and operate the industrial park respectively, in accordance with Law 186/2013 on the establishment and operation of industrial parks.

2. **joint maintenance expenses** – the amounts monthly owed to the park manager by the park residents, including those referred to in Art. 10 par. (4), under the management and related services contract, or under the law, as appropriate, representing the proportionate quota to the costs incurred monthly by the park manager with the maintenance, repair and / or modernization works and services, agreed upon, where appropriate, to the common infrastructure, calculated and charged by the park manager in accordance with the rules adopted in this regard, unless the management contracts concluded with residents of the park before the adoption of the Regulation provide otherwise, a situation in which such provisions shall apply.

3. **individual maintenance expenses** – the amounts monthly owed to the park manager by the park resident under the management and related services contract, representing the equivalent of monthly expenses incurred by the park manager for the works and services of maintenance, repairs and / or upgrades agreed upon, where appropriate, to the exclusive infrastructure related to the unit forming the object of such contract, calculated and charged by the park manager under the *Regulation* adopted in this respect, unless the management contracts concluded with residents of the park before the adoption of the *Regulation* do not contain contrary provisions, in which case such provisions shall apply.

4. **utilities charges** - money set and due to the manager by the park residents, under the lease contract or the management and related services contract, contracts signed according to specific laws;

5. **management and related services contract** – the written contract between the park manager and the park resident, which establishes the legal framework governing the legal relationships between the park manager and the park resident, meaning that it regulates their mutual and interdependent rights and obligations for ensuring the use of one or more units, and ensuring all and any utilities and services necessary for the activities within the industrial park, among them, as example: the supply of gas, heat, water, sewerage, telecommunication services, use of transport routes of any kind built on the land in the industrial park, by the park manager against payment of their value made by the park resident;

6. **founder** – the Romanian person governed by private law that initiates the establishment of an industrial park, according to Law 186/2013 on the establishment and operation of industrial parks;

7. **industrial park infrastructure** - all the construction, facilities/plants, power supply systems, telecommunication networks, gas supply networks, water supply networks, sewerage networks, transport routes, roads built on the land inside the industrial park area, parking and internet services;

8. **common infrastructure** – an integral part of the industrial park infrastructure consisting of the parts for common use by all residents of the park buildings, facilities/plants, parts of the power supply systems, telecommunications networks, gas supply networks, water supply networks, sewerage networks, and the transport routes of any kind built on the land of the industrial park, parking and internet services;

9. **exclusive infrastructure** - an integral part of the industrial park infrastructure consisting of buildings, facilities/plants, parts of electric power supply systems, telecommunication networks, gas

supply networks, water supply networks, sewerage network related to the existing units in the industrial park;

10. **penalty** – the damages assessed in advance through regulations or management contracts owed by those who violate their obligations arising from the provisions of Law 186/2013 on the establishment and operation of industrial parks, regulations and / or management and related services contract, either by the residents or the park manager, as appropriate,

11. **regulations** - unilateral legal acts developed by the park manager, according to Law 186/2013 on the establishment and operation of industrial parks, legally binding for all the residents of the park, regulating the actual organization and functioning of each industrial park;

12. **park resident** - any economic operator, Romanian and / or foreign legal entity, NGO, research institution, and other units without legal personality, which operate according to law and develops economic, scientific research, exploitation of scientific research and / or technological development, agribusiness, logistics and innovative, industrial activities etc., in the industrial park:

(i) under a management and related services contract;

13. **the title of industrial park** - an administrative document issued to the applicant by the specialized body of the central public administration that provides the industrial platform, the existing industrial platform or land designated for an industrial park the industrial park legal regime provided by Law 186/2013 on the establishment and operation of industrial parks;

14. **unit** – an integral part of the industrial park, the property of the park manager or, as appropriate, of the industrial park residents connected to the park infrastructure, in which one or more of the park residents, as appropriate, develop economic, scientific research, exploitation of scientific research and / or technological development, agribusiness, logistics and innovation, industrial activities and other activities in the industrial park, in a regime of specific facilities, in compliance with Law 186/2013 on the establishment and operation of industrial parks.

II. Duties and obligations of the Managing Company

Art. 2. Under the contractual relationships concluded with the residents of the park, ARC PARC INDUSTRIAL S.R.L. has mainly the following duties and obligations:

a) observes and monitors the compliance with the principles of equal treatment of all residents of the park, the park manager's lack of involvement in abuses against the residents of the park, the compulsory observance of internal regulations by all residents of the park, the stimulation of new jobs creations to harness local or regional human potential .

b) concludes management and related services contracts with all park residents selected according to the law and these Regulations;

c) provides the park residents with the right to use the units subject to the leases and related services contracts concluded with them, without limiting ownership of residents who are owners of units in the industrial park.

d) ensure the residents of the park with right to use the common infrastructure;

- e) conducts the works and services of maintenance, repairs and / or upgrades agreed upon, as appropriate, for the park infrastructure, to ensure the park residents normal use of the facilities, the exclusive infrastructure and the common infrastructure;
- f) concludes, only by observing the legal provisions in force, commercial contracts with utility providers, except where the regulations in force require conclusion of such contracts directly with the Park residents in their name and on their behalf;
- g) elaborates the organization, operation and development strategy of the industrial park;
- h) ensures the publication of the notices through its own website;
- i) manages the financial funds obtained from the industrial park management, according to the industrial park organization , operation and development strategy;
- j) can attract, in line with the industrial park organization, operation and development strategy, all financing sources of any credit institution for financing or co-financing, as appropriate, any investment projects of maintenance and / or development / or retool of the industrial park infrastructure;
- k) collaborates and cooperates with the central and / or local, national and / or community authorities, to ensure compliance with the law in the industrial park, as well as to implement the industrial park development strategy;
- l) performs such other duties stipulated in the contracts concluded with the residents and / or own regulations.

III. Rights of the Managing Company

Art. 3. Under the contractual relationships concluded with the residents of the park, ARC PARC INDUSTRIAL S.R.L. has mainly the following rights:

- a) to collect monies from the park residents due to the managing company under the management contract, related services contracts and this organization, functioning and development Regulation;
- b) to notify under the law any competent public authority about breaching any laws in the industrial park and / or any provision contained in the regulations issued by the managing company;
- c) no resident of the industrial park is entitled to use the common infrastructure for exclusive purposes or to bring any changes / limitations thereto such as, but not limited to: location of equipment / vehicles in the common areas, temporary facilities in the common areas, fencing common areas, abandonment of goods in the common areas, limiting access to other residents to the shared infrastructure etc. The park manager has the right to take whatever measures necessary in order to remove any obstacles, restrictions, limitations, etc. to the common infrastructure, if such obstacles, restrictions, limitations, etc. prejudice the good activity of the industrial park, without violating the property rights of the residents by such measures. The cost of such measures is to be borne by the wrongful resident within the limits of the damage caused. Such measures may include, without limitation: the removal of the obstacle, collection of the abandoned property, access denial for transport and / or equipment that may endanger, in the opinion of the manager, the shared infrastructure etc., unless is provided otherwise by management contracts concluded prior to the

adoption of the Regulation with the Industrial Park residents, in which case such provisions shall apply.

d) to issue binding regulations for the park residents, in accordance with Law 186/2013 on the establishment and operation of industrial parks, in the business and management activity of the Industrial Park.

e) to exercise any other rights stipulated in management and related services contracts and / or own regulations.

IV. Obligations of the Industrial Park residents

Art. 4. Under the contractual relationships concluded with ARC PARC INDUSTRIAL S.R.L., the park residents have mainly the following duties and obligations :

a) to pay to the park manager the amounts stipulated in the management and related services contract;

b) to comply with the regulations issued by ARC PARC INDUSTRIAL S.R.L.;

c) to use the industrial park unit / units and the infrastructure, the shared infrastructure and the exclusive infrastructure with the diligence of a good owner, to not degrade or deteriorate them, so that, except for normal wear, to maintain the condition at the time of right to use constitution of the unit and / or the Industrial Park infrastructure, without violating the property rights of residents by such provisions ;

d) to observe the destination unit established by the management and related services contract, unless the management contracts concluded with the park residents prior to the adoption of Regulation provide otherwise, in which case such provisions shall apply. The provisions of this Article shall not apply to residents who own certain units in the park;

e) to not assign to third parties rights arising from the management and related services contract, but only with the written consent of the Manager, unless the management contract concluded with the park residents prior to the adoption of Regulation provides otherwise, in which case such provisions shall apply;

f) to comply with the traffic rules applicable under the Highway Code in the industrial park, and to take all safety measures to avoid accidents;

g) to comply with all obligations regarding the technical requirements of the legislation in force on environmental protection;

h) to comply with any other obligations deriving from own regulations developed by the Managing Company and enforceable to the legal relationships arising between the residents and S.C. ARC PARC INDUSTRIAL S.R.L.;

i) to inform all employees, staff and visitors of the rules of conduct established by the contract management, related services contracts and by regulations, and have full responsibility for ensuring third parties compliance with these rules, under penalty of liability for damage within the limits of the damage caused, unless the management contract concluded with the park residents provides otherwise, in which case such provisions shall apply;

- j) to refrain from any kind of manifestations, actions, statements, public communications affecting the reputation and trustworthiness of the industrial park;
- k) to initiate reconciliation of any dispute occurred between the resident in question and the managing company prior to making a request in court;
- l) the industrial park residents are required to promptly inform the industrial park manager of any existing defects, malfunctions, incidents, disputes between residents, etc. that may affect the industrial park operation and the quality and continuity of the related services provided by the industrial park manager;
- m) the industrial park residents are required to cooperate with the industrial park manager in relation to any authority, institution, or public-law entity, and to provide the information requested by the same, while such provisions shall not infringe the resident right to refrain from disclosing certain information they consider confidential, except to the extent that is required by law or by a court order to disclose such information.

V. Rights of the Industrial Park residents

Art. 5 Under the contractual relationships concluded with ARC PARC INDUSTRIAL S.R.L., the industrial park residents have mainly the following rights :

- a) the right to use the unit / units forming the object of the lease and related services contract, under useful and undisturbed conditions;
- b) the right to use the shared infrastructure and the exclusive infrastructure related to the unit / units forming the object of the management and related services contract concluded with the same, under useful and undisturbed conditions;
- c) the right of pre-emption in case of sale of the unit / units in use by the residents;
- d) any other rights resulting from legally signed contracts between the managing company and the residents, under this Regulation and Law no.186 / 2013 on the establishment and operation of industrial parks.

Art.5.1. The rights under Art. 5 item a and c do not apply to such residents who own units in the Industrial Park or in case there are contrary provisions in the management contracts concluded with residents prior to the adoption of the Regulation, in which case such provisions shall apply.

VI. Regulations on utilities provision in the Industrial park

Art.6. With regard to the supply of utilities to residents in the Industrial park, there are the following regulations:

- a) the managing company has exclusive right and discretion to contract suppliers for the units it holds in its property or it manages exclusively in accordance with the needs of the industrial park operation

unless the management contracts concluded with the park residents prior to the adoption of the Regulations provide otherwise, in which case such provisions shall apply;

b) the resident owning units in the Industrial Park has the right to contract utility providers for the units in its property. The resident is required to obtain the written consent of the manager of the Industrial Park in case in order to connect the utility providers to the resident's unit any intervention, installation or placement of equipment on the land owned by the Industrial Park manager is required;

b) the industrial park residents may make non-binding proposals to the managing company regarding the industrial park necessary utilities and the proposed suppliers, without them affecting or restricting the its right referred to in Art. 6 item a), unless the management contracts concluded with the park residents prior to the adoption of the Regulation provide otherwise, in which case such provisions shall apply;

c) recognizing the exclusive and discretionary jurisdiction of the park manager in terms of legal, technical or economic decisions related to the industrial park optimum operation, without violating the property rights of the residents by such provisions; competence/jurisdiction refers to the decisions regarding the industrial park operation of general applicability to all residents of the park (decisions regarding services and utilities offered in the industrial park) without affecting or narrowing the commercial sovereignty of any resident, who is free to conduct business as it sees fit and without changing the management contracts concluded with the Industrial Park residents prior to the adoption of the Regulation. If they provide otherwise, such provisions shall apply.

VII. Regulations on industrial park infrastructure

Art.7 The industrial park ARC PARC INDUSTRIAL has the following utilities and facilities:

- a) electric power network;
- b) natural gas network;
- c) water network;
- d) sewerage network;
- e) rainwater drainage network;
- f) street and perimeter lighting network;
- g) internal network of roads, parking lots, walkways;
- h) landscaping;
- e) telecommunication channels available to zonal telecom operators;
- f) administrative building with conference rooms, occupational medicine service;
- g) ATMs.

Art.8 With regard to the infrastructure use by residents in the industrial park, there are the following regulations:

1. SC ARC PARC INDUSTRIAL SRL is the exclusive owner of the existing infrastructure on the units held by the same in the Industrial Park and has discretion over it, and can make any changes it deems necessary, observing the rights of the industrial park residents and the management contracts concluded prior to the adoption of Regulation, without violating the resident's ownership by such provisions.
2. The park resident industrial who has built on their own land a building (unit) or utility network elements is their exclusive owner and has discretionary right regarding their own property. However, to verify compliance on the part of the resident with their obligations under the management and related services contract / the concession contract and / or the regulations, and also to ensure the optimal Industrial Park operation (whether or not the resident holds ownership of the plot), the Manager has a right to access any of the Industrial Park infrastructure components, even when they are located on the property of the resident, provided that the manager give prior notice to the resident on exercising this right. The Industrial park manager is not obliged to give prior notification to the resident on the right of access in the event access is required to perform some urgent repairs, to remedying technical problems, to limit damage.
3. The industrial park resident is required to obtain all permits, licenses and opinions required by the law in force in terms of activities conducted in the unit in their exclusive property and exclusive infrastructure.
4. All residents of the industrial park are required to enter into, and maintain valid for the entire duration of the contract management, insurance policies concluded with insurance companies chosen by each resident for third party liability, movable / immobile property, risk activity etc. within the limits, conditions and terms specified in the contract, unless the management contracts concluded before the adoption of the Regulation provide otherwise.
Also, the residents managing a space as tenants are required to sign insurance policies for third party liability of the tenant to the owner or manager of the industrial park, within the terms and conditions mentioned in the contract, policies concluded with insurance companies chosen by each tenant. The insured risk value shall be determined by contract, depending on the type of activity conducted by the resident under the management contract. These insurance policies shall be settled without recourse clause against the industrial park manager and any of the representatives / collaborators of the latter.
5. No resident of the industrial park can make changes to the industrial park infrastructure without informing the manager in writing in this matter, unless the management contract signed before the adoption of the Regulation provides otherwise, in which case such provisions shall apply. Also, given the close technical connection between the infrastructure owned by the manager and the utilities' network elements owned by the residents, any resident is obliged to inform in writing, in advance, the manager of any changes made to utilities networks owned or managed by the resident, in order to analyze its impact on the park infrastructure within a period not exceeding 24 hours. The above obligation is an obligation of result and performance of modification to the utilities network owned or managed by the resident without informing the industrial park manager is sufficient to attract the liability of the resident in question. The 24h term does not apply if the

changes are necessary to conduct urgent repairs, technical problems urgent remedy, limitation of damage. In the circumstances described, repairs can be made by residents immediately after the information of the manager through any means likely to offer a receipt.

6. The residents making changes to the exclusive network without informing the manager in advance in the manner prescribed by this Regulation are directly and immediately responsible for any damage created to the industrial park and its residents.
7. The residents must inform the industrial park manager of any failure or degradation of the shared infrastructure, in order to limit its impact on the industrial park operation.
8. No industrial park resident is entitled to use the shared infrastructure for exclusive purposes or to bring any modifications thereto, such as (but not limited to): placement of equipment / vehicles / temporary facilities on common areas, common areas impoundment, abandonment of goods, access limitation for any resident to common areas etc.
9. The industrial park manager has the right to take any measures in order to remove any obstacles, restrictions, limitations etc. to the shared infrastructure, and the related expenditure will be borne by the culpable resident, unless the management contract provides otherwise in which case such provisions shall apply.
10. Such measures may include, without limitation, the removal of the obstacle, the lifting of the goods dropped, the access denial to means of transport and / or machinery that may jeopardize, in the manager's view, the shared infrastructure, etc..

VIII. Regulations regarding the management and related services contract

Art.9. The following regulations shall be established regarding the management and services contract and the related contracts concluded between the managing company and the Industrial Park residents:

1. The industrial park manager has complete freedom of contract regarding the choice of the industrial park residents, and the contractual conditions specific to each resident separately. Adoption by regulations of a framework contract of management and related services contracts entitle the concerned person in becoming a resident of the park to a contract containing at least the provisions laid down in the framework contracts, while the particular elements shall be established under an agreement between the parties.
2. The industrial park manager shall provide access to all industrial park residents to the full range of related services, and all the contractual specific conditions shall undergo individual and direct negotiations. Also private character and special related services needed by a resident's activity may be contracted by the industrial park manager, upon the request of the concerned resident, only under an agreement between the manager and the resident concerned.
3. The lease contracts and the related services contracts are the parties law and are binding for the parties according to legal provisions.
4. The industrial park manager cannot be bound by any provision of the management contract and the related services contracts where a regulatory act of general application concluded after signing

these contracts, change the contractual conditions initially laid down. Such situations may relate to, as an example, the change of VAT rate in force on the date of contracts signing. In this situation the management contract and the related service contracts change automatically, and the new conditions are binding starting from the date set for the entry into force of the modifying normative act. If the legislative changes amend the conditions for the authorization of a work, the change in the conditions of a service, the change in the reporting indicators considered by the parties for establishing obligations, the cancellation of any statutory grant in favour of the park etc., the parties shall negotiate the terms of the management contracts for the purposes of their modification in accordance with the new legal provisions.

5. The management and related services contract shall include a commissoria lex, according to Art. 1553 of Law no. 287/2009 on the Civil Code, republished, as amended, under which its termination occurs based on the conventional termination notification from the manager of the park, in the event of default on the part of the park resident of the amounts agreed upon in the management and related services contract, after more than 30 days from the due date;
The park manager and the park residents may stipulate in the management and related services contract, any other commissoria lex for failure to execute contractual obligations, after commissoria lex clauses had been previously negotiated between the parties.
6. In case of termination and / or cancellation, the park manager has the right to take possession of the unit that was the object of the lease and related services contract immediately, by its own means, without violating ownership of residents by these provisions. The clause does not apply to residents who own units in the park.

IX. Regulations regarding the activities of the residents of the industrial park

Art.10 The following regulations are laid down regarding the activities of the residents of the industrial park:

1. the industrial park residents are required to maintain for the entire duration of the management contract the following:
 - the main object of activity and the activity stated in the contract; they can be changed by prior notice to the manager of the industrial park and providing a period of at least 10 days for the industrial park manager to decide the conditions for the management contract continuation or its termination.
 - all permits, approvals and opinions required by the legislation in force for the activity in the industrial park;
 - all contractual representations and warranties set; they can be modified by an addendum to the management contract and / or related service contracts.

2. The industrial park manager may support the industrial park resident in obtaining any opinions, approvals or permits upon the request of the concerned resident, but is not responsible for the actual authorization or approval of the activity, unless the management contract signed before the adoption of the Regulation does not contain contrary provisions, a situation in which such provisions shall apply.
3. The industrial park manager cannot be held responsible for any result arising due to the resident's failure to perform their legal obligations regarding the activity conducted.

X. Final provisions

Art.11. Legal liability of the park residents

- a) The park residents are responsible before the park manager for failure to perform any of the obligations towards the park manager in accordance with this Act, the regulations and the terms of the management and related services contract.
- b) For breach of any obligations arising from the provisions of Law 186/2013 on the establishment and operation of industrial parks, regulations and / or the management and related services contract, the park manager is entitled to apply penalties against the park residents while observing the legislation in force.

Art.12. To qualify for de minimis aid to support investments in the industrial park ARC PARC from Dej, corroborated with Art. 6 and 7 of the Ministry of Regional Development and Public Administration (MDRAP) Order No. 2980/2013 - Annex 1 and MDRAP Order No. 1451/2014 amending and supplementing the Annexes of Ord.2980 / 2013 consisting of the following tax incentives, provided by Law 186/2013 in Art. 20 :

- exemption from payment of tax on land, according to Law 227/2015 Article 464, paragraph (1) item (n)
- exemption from tax on buildings, Law 227/2015, Art. 456, paragraph (1) item (i)

the residents shall prepare and submit to the Dej City Hall the application and related documentation as required by law.

Art.13. The manager of the Industrial Park "ARC PARC Dej" reserves the right to modify this Regulation if the applicable law requires, under the procedure provided for by the law.

XI. Entry into force

Art.14. The Regulation has been adopted and published in its final form this day, 14.02.2018.



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