

ORGANIZATION AND OPERATIONAL REGULATIONS OF THE ZĂRNEȘTI INDUSTRIAL PARK (ZIP)

CHAPTER I. GENERAL

The Organization and Operation Regulations of the Zărnești Industrial Park (ZIP) were adopted by the General Meeting of Shareholders of BREM COMPANY SA, the PARK ADMINISTRATOR, in strict compliance with the provisions of art. 14 of the Organic Law on Industrial Parks, namely Law no. 186/2013. Its provisions are supplemented by other legal provisions, relevant to the case, including those of the Romanian Civil Code. This Regulation is a unilateral legal act, being opposable "erga omnes" - implicitly to all Park Residents. It is adopted by BREM COMPANY SA, in order to carry out the activities for which it was established. Specifically, it aims to establish the general framework for the organization and functioning of the ZIP, having general binding force, towards all Park Residents, according to the law. The provisions of the Regulation that are contrary to the law are null and void. The Regulation is published on the Administrator's website and is brought to the attention of all Park Residents. The Park Administrator is entitled to amend these Regulations, in accordance with applicable legislation, in order to achieve the development objectives of the Industrial Park. The draft, containing the proposed amendments, will be published on the Administrator's website, at least 30 days before the date set for its adoption.

A. Meaning of the main terms contained in the Regulation:

- **"Administrator"** means BREM COMPANY SA, a commercial company established in accordance with the laws of Romania, with its registered office in the City of Zărnești, Aleea Uzinei Street no. 1/A, registered with the Trade Register under no. J08/469/2003, with CUI 15290697, which holds the title of "ZIP" (ZIP).
- **"Resident"** means any economic operator, Romanian and/or foreign legal entity, NGOs, research institutions and other units that do not have legal personality, which operate according to the law and carry out economic activities of scientific research, valorization of scientific research and/or technological development, agro-industrial, logistical, innovative, industrial, etc., within the Industrial Park, ON THE BASIS OF A CONTRACT FOR ADMINISTRATION AND RELATED SERVICES, CONCLUDED WITH THE PARK ADMINISTRATOR.
- **"Management Contract"** means the contract concluded in written form, between the Park Administrator and the Park Resident, in the sense of regulating the mutual and interdependent rights and obligations regarding the provision of the use of one or more units, as well as the provision of all and any units and services necessary for the activities carried out within the Industrial Park, including, by way of example: the supply of natural gas, water, sewage services, thermal energy, telecommunications services, the use of transport routes of any kind, built on the land within the perimeter of the Industrial Park by the Park Administrator, in exchange for the payment of their equivalent value by the Park Residents
- **"Applicable legislation"** means Law no. 186/2013, on the establishment and operation of industrial parks, as well as any other normative acts, orders, provisions, procedures, etc., in relation to Industrial Parks
- **"Common law"** in the matter of Industrial Parks is represented by Law no. 186/2013, from which it cannot be derogated by lower legal acts (regulations, orders, provisions, etc.)
- **"Industrial park"** or **"Park"** means the ZIP, located in the City of Zărnești, str. Aleea Uzinei no. 1/A, Brașov County. It is located in the peripheral - median - area of the City of Zărnești, Brașov County, with access to DN 73 and the railway and covers an area of 26 ha.

The ZIP was established in order to achieve the following goals:

- increasing the number of jobs, increasing foreign direct investments, developing activities that will determine the employment of highly qualified personnel, producing competitive goods and services on domestic and international markets and carrying out activities in accordance with the development objectives of the City of Zărnești
- ensuring superior management, in terms of coordinating all activities, aimed at increasing the income of residents, the creation and development of high-tech industries at the level of the City of Zărnești. Mainly, the Park management aims to promote small and medium-sized enterprises through which specific production activities of the manufacturing industry can be carried out, such as:
 - production of spare parts for trucks, tractors, etc.
 - metal heat treatments
 - mechanical processing
 - industrial precast concrete, reinforced concrete
 - civil and industrial precast iron, panels
 - production of electronic industry elements
 - wiring
 - wood processing and pellet production
 - wood processing
 - production of spare parts/PC cooling elements
 - warehouse, wholesale of food products
 - electricity production
 - services
 - import/export, etc.

In addition to the activities that predominate and that give the ZIP its specialization, other activities (related services) will also be carried out in the Park, intended to support the main activities, namely:

- provision of utilities, cleaning and security
- accounting services
- commercial services
- business assistance with internal and external partners
- insurance services, etc.

B. Land within the ZIP

The land areas available in the Industrial Park, after the completion of the infrastructure and utilities, as well as those intended for other objectives, established under the law by the Park Administrator, will have two destinations, namely:

- common utility land
- land intended for activities specific to industrial parks

Land that is not of public utility may be divided into lots, by agreement of the Park Administrator and his clients, who request to acquire, under the law, the status of Park Resident. Each lot, configured by agreement of the parties, benefits from access to utilities (utility distribution networks), built at the request and at the exclusive expense of the Resident. The following are prohibited from being carried out within the ZIP:

- economic activities with a particular technological risk, which may seriously affect environmental factors
- any private works, on the land assigned to the networks regarding the connection to the utilities specifically reserved for the Industrial Park Administrator
- any works, in areas with a definitive construction ban
- unsightly temporary constructions or arrangements, generating fire risk
- units without appropriate technical and municipal equipment
- housing constructions
- waste deposits of any type

The works of equipping the constructions with technical and municipal networks will be carried out with the approval of the Park Administrator and, where appropriate, of the utility owners. The completed constructions cannot be put into operation until they are connected to the municipal networks: water supply, sewage, electricity supply, etc. Activities likely to pollute water, air or soil will be strictly prohibited in the Park.

C. Utilities and facilities in the ZIP

The ZIP has the following utilities and facilities, related to the common infrastructure: - internal network of access and transport routes, supply and distribution of goods to the Residents' locations

- water network
- sewage network
- stormwater drainage network
- medium and low voltage electricity network
- street lighting network
- optical fiber.

The connection to the natural gas network of the ZIP will be carried out based on a technical project approved by SC Distrigaz SA and an agreement in principle issued by the BREM COMPANY SA Company. The preparation of projects and the bearing of the cost of connection expenses to the Industrial Park networks are the responsibility of the interested Residents. Depending on the nature of the investment and the requests of the clients, certain utility networks can be realized, through direct negotiation, with the Park Administrator.

D. Vehicle circulation in the ZIP

Within the ZIP, road networks are arranged to ensure the circulation of vehicles with the right of access to the Park. The exploitation of these networks will be done in compliance with the following conditions:

- the maximum speed of vehicles in the Industrial Park is regulated at 20 km/h
- all drivers are obliged to respect the traffic signs.
- it is forbidden to park vehicles in places other than those provided or within the Residents' premises
- it is prohibited to park, abandon or carry out repairs to vehicles on the roadway, on green spaces, or in any other place related to the Industrial Park, except for spaces owned by Residents where specific authorized car service activities are carried out
- it is prohibited to wash vehicles within the Industrial Park, except for places specially arranged for this purpose by the Resident
- it is prohibited to occupy or block access roads and the roadway, which do not belong to the Residents
- parking and parking of vehicles belonging to visitors or clients of the "Residents" is done only in specially arranged areas

CHAPTER II. OPERATION AND ADMINISTRATION OF THE ZIP

A. Operating principles

- The operation of the ZIP is governed by the following principles:
- equal treatment for all residents of the Park
- the obligation to comply with the Regulation by all Park Residents
- stimulation of new investments within the Industrial Park
- non-involvement of the Park Administrator in abusive practices against the Park Residents
- carrying out activities within the Industrial Park in accordance with the legislation applicable to this Regulation and the other measures ordered by the Administrator, under the law

B. Residents of the ZIP

The residents of the Industrial Park, are those who acquired this status under the terms of Government Order No. 65/2001, Law No. 186/2013 and and this internal regulation.

C. Administration of the ZIP

The ZIP operates under direct administration, carried out by the Park Administrator, respectively the Administrator Company, BREM COMPANY SA.

In the management and administration activity of the Park, its Administrator must ensure that the general principles provided for in art.2 of Law no.186/2013 and those specified in the contents of this Regulation are respected and must comply with them.

Any economic operator, Romanian and/or foreign legal entity, which operates in accordance with the law and carries out the activities provided for in art.10 paragraph (3) of the Industrial Parks Law and this Regulation is eligible to become a Resident of the Park, for one or more units within the Park.

The acquisition of Resident status is made following the selection of economic operators (who have registered offers) by the Park Administrator. The date on which Resident status is acquired is the date on which the management and related services contract was concluded.

The following duties and obligations devolve upon the Management Company, SC BREM COMPANY S.A., within the framework of the contractual relationships established with the residents of the Zărnești Industrial Park:

- a) selects the Park Residents, based on the offers drawn up, according to the law, by those who intend to ultimately acquire Resident status
- b) concludes Management Contracts with the Park Residents, according to the Regulation
- c) ensures the Park Residents the right to use the utilities that form the object of the management contracts concluded with them
- d) ensures the Park Residents the right to use the common infrastructure
- e) performs the maintenance, repair and/or modernization works and services, agreed upon, as the case may be, on the Park infrastructure, so as to ensure the Park Residents normal use of the units, exclusive infrastructure and common infrastructure. Each resident of the Industrial Park is required to contribute, on a proportional and equitable basis, to the costs associated with the administration, operation, and maintenance of the Industrial Park's infrastructure and common facilities.
- f) concludes commercial contracts with primary utility providers, including, by way of example: electricity, water, sewage services, telecommunications services, natural gas, etc.
- g) develops the strategy for the organization, operation and development of the Industrial Park
- h) ensures the publication of information through its own website and the notice board
- i) manages the financial funds obtained from the management activity of the Industrial Park, in accordance with the strategy for the organization, operation and development of the Park
- j) may attract, in accordance with the strategy for the organization, operation and development of the Industrial Park, any sources of financing from any credit institution,

for the purpose of financing or co-financing, as the case may be, any investment projects for the maintenance and/or development and/or re-technological upgrading of the Industrial Park infrastructure

- k) may attract, in accordance with the strategy for the organization, operation and development of the Industrial Park, any sources of financing from private investors through the issuance of bonds, under the conditions regulated by the legislation in force regarding commercial companies
- l) collaborates and cooperates with non-governmental organizations, chambers of commerce and industry and, in general, with any natural or legal person, in order to implement the development strategy of the Industrial Park
- m) other duties and obligations provided by law and the Management Contracts and related services.

D. Rights and obligations of the Residents of the ZIP

"Resident" of the ZIP is any economic operator, defined in Chapter I, letter of these Regulations. The Park Residents, who have acquired this status only upon the conclusion of the Management and Related Services Contract, have, in principle, the following rights:

- a) the right to use the unit/units that form the object of the Management Contract, in useful and undisturbed conditions
- b) the right to use the exclusive infrastructure related to the unit/units that form the object of the Management Contract, in useful and undisturbed conditions
- c) the right to use the common infrastructure, in useful and undisturbed conditions

1. The Park Residents have, in principle, the following obligations:

- a) to pay the Park Administrator the amounts provided for in the Management Contract
- b) to comply with the regulations issued by the Park Administrator
- c) to use the unit/units, as well as the related exclusive infrastructure, respectively the common infrastructure, with the diligence of a good owner, not to degrade or damage them, so that, with the exception of normal wear and tear, to maintain them in the condition from the moment of concluding the Management Contract
- d) to respect the destination established by the Management Contract
- e) not to make any changes to the unit/units and the related exclusive infrastructure, respectively the common infrastructure
- f) not to assign, to third parties, the rights arising from the Management Contract
- g) to comply with the traffic rules within the Industrial Park premises, developed by the Park Administrator
- h) to comply with all obligations regarding the technical conditions provided for by the legislation in force regarding environmental protection.

2. Other obligations of the Residents

- Residents of the ZIP are prohibited from renting out (or subletting) the properties or spaces they occupy without prior written notification to the Company-Administrator,
- The resident is required to request and submit to the Company-Administrator —prior to the conclusion of the lease agreement—information regarding the economic activity that the new tenant intends to carry out within the premises, including the nature of the activity and the corresponding CAEN code(s).
- New activities must align with the ZIP general activity profile
- Residents of the ZIP are obliged to notify the Company-Administrator of their intention to change the initial activity profile for which they were accepted as a Resident of the Park in order to develop and adapt their own production to market requirements. The changes will be notified, in compliance with the legislation in force.

- **Alienation of real estate assets and their retention within the ZIP**

The resident is required to inform the Administrator Company in writing, in advance, of the intention to sale the building, warehouse, or space held within the ZIP.

Prior to the conclusion of the sale-purchase agreement, the seller is obliged to request from the acquirer and transmit to the Administrator Company information regarding the economic activity the acquirer intends to conduct on the premises, including the nature of the activity and the corresponding CAEN code(s).

If the acquirer intends to carry out multiple activities, all CAEN codes corresponding to the activities proposed to be conducted on the premises must be communicated.

The requested information is required by the Administrator Company to verify the compatibility of the proposed activity with the profile and intended use of the ZIP, existing infrastructure and utilities, applicable regulations, and legal requirements relevant to the activity in question.

In any sale-purchase agreement concerning a property located within the ZIP, the acquirer shall expressly declare that they have been informed that the purchased land and/or building is situated within the ZIP and that, upon conclusion of the sale, the property remains within the ZIP, subject to the applicable legal regime and rules.

The sale-purchase agreement shall also expressly state that the acquisition of the right of ownership over the land and/or construction does not automatically confer upon the acquirer the status of resident of the ZIP.

An acquirer wishing to obtain and exercise resident status must request the Management Company to execute the necessary contractual documents and must satisfy the conditions stipulated by applicable legislation, this Regulation, and the Administrator Company's procedures.

Failure to comply with the obligation to provide prior notification to the Management Company and/or failure to include the particulars stipulated in this article in the instrument of alienation constitutes a breach of the obligations undertaken by the resident vis-à-vis the Administrator Company and entails the application of the measures and sanctions provided for in the contract and in these Regulations.

Law No. 186/2013 on the establishment and operation of industrial parks stipulates that the administrator selects the residents and concludes administration and related service provision contracts with the selected residents, in accordance with the applicable regulations.

E. Conditions for connection to and use of the Industrial Park's networks and infrastructure

(1) The networks for electricity supply, water, sewage, lighting, and access control, as well as other shared networks and installations within the Industrial Park, constitute the infrastructure managed by the Administrator and are operated in accordance with legal provisions, this Regulation, and the contracts concluded with residents.

(2) Connection to the networks managed by Brem Company SA is approved exclusively for entities holding the status of Industrial Park resident that have concluded the Management Contract and, where applicable, specific service supply contracts.

(3) Approval for connection is conditional upon:

- a) the existence of available technical capacity;
- b) compliance with the technical conditions imposed by the Administrator;
- c) settlement of all outstanding financial obligations to the Administrator;

(4) All costs associated with design, permitting, execution, connection, technical inspections, and commissioning, as well as any network expansion, modernization, or adaptation works required to establish the connection, shall be borne entirely by the applicant.

(5) Connection works shall be carried out only with the Administrator's written consent and in accordance with the technical conditions established by the Administrator, ensuring that the operation of the shared infrastructure or the rights of other residents are not compromised.

(6) The Administrator may refuse to approve a connection, providing reasons, when:

- a) there is no available technical capacity;
- b) the connection could compromise the safety, operation, or integrity of the networks;
- c) the applicant fails to meet the conditions stipulated in this Regulation or in applicable contracts;
- d) the applicant has outstanding financial obligations to the Administrator.

(7) Use of the shared networks is permitted only under the conditions established in contracts concluded with the Administrator and in compliance with applicable technical standards.

(8) Residents are required to use the infrastructure and utilities with the diligence of a prudent owner, to avoid damaging them, and to grant access to the Administrator's representatives for inspections, interventions, maintenance, and repairs.

(9) Installing connections, modifying existing systems, installing equipment, or performing work on the networks without the prior, express, and written consent of the administrator, Brem Company SA, is prohibited.

(10) In the event of unauthorized work or improper use of the infrastructure, the Administrator may require the restoration of the systems to their original state, full compensation for damages caused, and payment of appropriate indemnification.

(11) Loss of resident status results in the termination of the right to request a connection to the Industrial Park's infrastructure and may lead to the termination of the right to use the networks managed by Brem Company SA, in accordance with the contracts concluded and applicable legislation.

(12) Costs related to the administration, operation, maintenance, repair, modernization, and replacement of the shared infrastructure shall be borne by the residents in accordance with the Administration Contract and the allocation criteria approved by the Administrator.

(13) A resident's refusal to enter into the management agreement or to pay common expenses does not entitle them to use the common infrastructure free of charge, nor does it exempt them from paying amounts owed for services and benefits actually utilized.

(14) Any dispute regarding access to the common infrastructure or the payment of related expenses does not suspend the resident's obligation to comply with these Regulations and to settle due obligations.

F. Loss of resident status

The resident loses this status in the following situations:

1. Refusal to conclude or extend the management and common services contract
 - after the expiration of the existing contract
 - in the event of modification of the contract to align with the legal or operational requirements of the park
 - when the management contract is a mandatory condition for holding the resident status.

2. Failure to comply with the Internal Regulations of the Industrial Park, including:

- violation of access and security rules
- obstruction of the administrator's activity
- improper use of the common infrastructure
- failure to comply with environmental protection rules, PSI or SSM
- causing damage to other residents.

3. Failure to pay common services or financial obligations or failure to pay management fees

- failure to pay mandatory services established according to the regulation
- accumulation of debts beyond the contractual term.

4. Refusal of access by the administrator or for

- technical, security, PSI, utilities or other legal obligations.

5. Carrying out activities incompatible with the status of the industrial park

- unauthorized activities
- changing the object of activity without written notification to the industrial park administrator, and presenting all operating permits required by the legislation in force for the type of activity (CAEN code) that will be carried out within the industrial park.

G. Effects of losing residency

Loss of residency does not affect the ownership of buildings or land legally owned within the industrial park, but leads to the termination of rights specific rights granted to residents, including access to the facilities, services and benefits granted by the industrial park administrator.

The status of resident of the Industrial Park is conditioned by the existence and maintenance in force of the management contract concluded with the Park Administrator, as well as compliance with these Internal Regulations.

Refusal to conclude or extend the management contract, non-payment of financial obligations, as well as serious or repeated violation of the Internal Regulations constitute grounds for withdrawal of the status of resident, by decision of the Administrator, after prior notification of the person concerned."

H. Use of common infrastructure by non-resident owners

Owners of land or buildings located within the Industrial Park who are not residents benefit exclusively from the right of access necessary to exercise the right of ownership, without thereby acquiring the rights and facilities reserved for residents.

They are obliged to contribute proportionally to the operating, maintenance, repair and modernization costs of the common infrastructure that they actually use, including roads, platforms, access roads, security systems, outdoor lighting, rainwater collection and other related facilities.

In the case of use of the infrastructure by heavy vehicles, special, oversized transport or with traffic that exceeds normal use, the Administrator has the right to establish additional contributions or to request the establishment of guarantees to cover any damage caused to the common infrastructure.

The owner is fully liable for the degradation caused to the common infrastructure as a result of his activity or the activity of contractors, suppliers or carriers acting in his interest.

I. Heavy or Oversized Transport

The access of transport with a total authorized mass exceeding 40 tons, as well as oversized or special transport, shall be notified to the Administrator at least 48 hours in advance. The beneficiary of the transport is responsible for any degradation of the road infrastructure and bears

the full cost of its remediation. The Internal Regulations of the industrial park provide for "Common infrastructure usage and maintenance fees", payable by any owner/tenant who uses the roads and networks of the park, regardless of whether or not he/she still has the status of resident.

J. Facilities granted by law to the Park Administrator and Residents

The Industrial Park Title grants the Park Administrator and Residents the right to the following facilities:

- a) exemption from payment of fees charged for changing the destination or for removing the land belonging to the Industrial Park from the agricultural circuit
- b) exemption from payment of land tax, corresponding to the land belonging to the Industrial Park, according to the provisions of art. 464 paragraph (1) of Law no. 571/2003 regarding the Fiscal Code, with subsequent amendments and supplements
- c) the buildings that are part of the infrastructure of the Industrial Park, in accordance with art. 456 paragraph (1) letter i) of Law no. 571/2003 on the Fiscal Code
- d) exemptions, only with the agreement of the local public authorities, from the payment of any taxes due to the local budgets of the administrative-territorial units, for the issuance of any urban planning certificates, building permits and/or demolition permits for the lands and buildings in the park infrastructure, which are an integral part of the Industrial Park
- e) other facilities that may be granted, according to the law, by the local public administration authorities. The state aid measures provided for by Law no. 186/2013 are granted according to the state aid scheme promoted by the Ministry of Regional Development and Public Administration within a maximum period of 60 days from the entry into force of this law.

The Park Administrator is obliged to submit, annually, to the Ministry of Regional Development and Public Administration a report on the calculation of the facilities he has benefited from.

The Park Administrator is also obliged to publish the same report on his own website.

K. Administration fee

The amount of the "administration fee", charged by the Administrator Company will be mentioned in the content of the Administration Contract.

The "administration fee" is calculated on the entire surface of the land held based on the administration and related services contract or the land sale-purchase contract, the lease contract, or the use contract.

The "Administration Fee" is paid by the Resident starting from the date of signing the rental, sale/purchase contract or any other type of contract that entitles him to become a Resident of the Industrial Park.

The Administration Contract and related services constitute an annex to any type of contract signed by the Park Resident with the Administrator Company, throughout the duration of operation in the ZIP.

The Administrator Company provides public lighting services, cleaning and snow removal in common areas, access supervision in the ZIP and in common areas, maintenance and repair of common internal roads and will carry out the necessary steps to maintain and repair utility networks up to the limit of the unit in use/owned the expenses will be borne proportionally by the industrial park residents in accordance with the administration and service provision contracts.

If the properties owned by the Resident are rented or subleased, the payment of the "management fee" remains the responsibility of the Resident. Also, in the event of alienation from

the Resident's property to other persons who are to carry out economic activities in the ZIP, the "management fee" remains the responsibility of the Resident, until the date on which the buyer of these properties acquires the status of Resident, under the conditions of these Regulations.

For failure to comply with any obligations provided for in these Regulations, the Park Administrator is entitled to collect damages from the guilty parties, including the Park Residents, in accordance with the Management Contract and these Regulations.

This Regulation is drafted in Romanian. In the event that this Regulation is translated into another language, the Romanian version shall prevail and be considered the authoritative version in the event of any inconsistency, difference in interpretation, or contradiction between versions.

The Resident declares having received, acknowledged, and accepted the provisions of the Regulation in Romanian, which forms an integral part of the contractual relationship between the Resident and the Administrator Company.

**ADMINISTRATOR COMPANY,
BREM COMPANY SA**