

**PUBLIC-PRIVATE PARTNERSHIP FRAMEWORK-CONTRACT
“PLOIEȘTI-BRAȘOV MOTORWAY”**

ARTICLE 1

CONTRACTING PARTIES

The National Commission for Strategy and Prognosis, headquartered in Bucharest, 2-4 Cristian Popișteanu St., district 1, Bucharest; 010024, tax registration code 15599677, telephone 021.317.00.48, as central division for the substantiation and award of strategic investment projects between the public sector and one or more private partners, duly represented by President Ion Ghizdeanu, for one party,

and

SC **S.A.**, headquartered in....., CUI....., represented byhereinafter called **Private Partner**, for the other party, hereinafter jointly called **Parties**,

HAVING REGARD TO(THE APPLICABLE LEGAL FRAMEWORK)

- G.E.O. (Government Emergency Ordinance) no. 39/2018 on the public-private partnership;
- the Law no. 213/1998 on public property and its legal status, amended and completed by the Law no. 224/2016;
- the Law no. 137/1995 on environmental protection
- GD (Government Decision) no. 357/2018 on the approval of the strategic investment projects to be drafted and awarded in public-private partnership conditions by the National Commission for Strategy and Prognosis;
- GD no. 667/2018 on the approval of the substantiation study for the Ploiești-Brașov motorway, whereby the National Commission for Strategy and Prognosis is authorized to order all the necessary measures, in accordance with the legal provisions in force, for the opening and development of the award procedure

regarding the public-private partnership contract for the Ploiești - Brașov motorway;

- the Law no. 98/2016 on public procurement, as amended and completed;
- the Law no. 99/2016 on sectoral procurement, as amended and completed;
- the Law no. 363/2006 on the approval of the national land use planning - Section I Transport networks;
- Company Law no. 31/1990, republished, as amended and completed;
- Law no. 10/1995 on quality in constructions;
- GD no. 742/ 2018 on the amendment of GD no. 925 / 1995 on the approval of the Regulation for the control and technical expert's opinion on the quality of projects, on the performance of the works and execution of constructions;
- the Civil Code.

NOW THEREFORE, given the undertaken commitments, the Parties agree on making this Partnership Contract (hereinafter called Contract), according to the following conditions:

ARTICLE 2

TERMS AND DEFINITIONS

In this Contract, unless otherwise required in the contexts, the following terms and phrases will have the following meanings:

2.1 **Affiliate**, *i.e.* any person on whom dominant influence may be exercised directly or indirectly or who can exercise such dominant influence or who, following the association with a person, is under the dominant influence of another person. Dominant influence is presumed where a person holds, directly or indirectly, the majority of the subscribed share capital or controls the majority of the votes related to the issued shares or may appoint more than half of the members of the directors', management or supervisory body;

2.2 **Authority** meaning Romanian authorities, subdivisions, any department, authority, agency, legal body of Romania, holding jurisdiction over the Private Partner's company, over the Project or over any part of it.

2.3 **Site** means the place where the "Ploiești – Brașov Motorway" Project objective(s) is/are found.

2.4 **Immovable property** is the land associated with the Ploiești-Brașov motorway

2.5 **Movable property** means equipment, machines owned by the private partner;

2.6 **Construction log book** is given by all the technical documents regarding the design, performance, acceptance, operation and follow-up of the operating behavior of the construction and its related equipment, including all the data required for the identification and definition of the technical (physical) condition of the construction and its evolution, developed according to GD no.343/2017 which approved the Regulation for the acceptance of the constructions, as well as the relevant regulatory acts in force during this Contract.

2.7 **Contract** means this Public-Private Partnership Contract regarding the "Ploiești-Brașov Motorway", together with all the annexes, agreements and addenda concluded by the parties, which are an integral part of the Contract.

2.8 **Public-Private Partnership Monitoring Commission** is the commission appointed according to the administrative action of the Public Partner together with CNSP, in accordance with this Contract.

2.9 **Transfer date** means the day following the last day of validity of the Contract.

2.10 **Right of free use and possession of the Land(s)** means the right to hold, use and operate the Land transmitted by the Public Partner in favor of the Private Partner, for the achievement of the Public-Private Partnership object, in accordance with this Contract and the legislation in force.

2.11 **Final acceptance date** is the date of commissioning of the Contract objects, according to the stages pre-established in this Contract.

2.12 **Termination date** is the day when one of the party issues the Termination Notice to the other party, in accordance with this Contract.

2.13 **Reparations** means the financial compensation of the damages, the payment of which is to be ensured by the Private Partner for the repair of the prejudice caused by the (total or partial) non-performance or inadequate performance of the obligations undertaken in this Contract.

2.14 **Rights and obligations of the private partner and public partner** are the parties' rights and obligations as indicated by the content of this Contract.

2.15 **Right of first negotiation** means the Private Partner's possibility to be the first to negotiate, upon the conclusion of the Contract, for its extension, according to the provisions of this Contract.

2.16 **Right of use and operation** means the right to hold, use and operate the Ploiești – Brașov Motorway, objective awarded by the Public Partner to the Private Partner for the achievement of the public-private partnership objective.

2.17 **Contract duration or period** means the whole twenty-four year-period of the Contract's action, according to article 9 of this Contract.

2.18 **Project stages** are the time-defined periods and deadlines for the Project.

2.19 **LEU** is the Romanian currency;

2.20 **Facilities** will mean any kind of facilities to be granted to the Private Partner, in accordance with the Contract;

2.21 **Public-Private Partnership Contract sponsors** – natural or legal persons who submit to the project company the financial means required for the fulfillment of the obligations undertaken by the private partner, pursuant to the public-private partnership contract;

2.22 **Funding of the public-private partnership contract** – involves the funding of the investments made in the contract and the funding of the use of the asset(s) or operation of the public service being the object of the contract;

2.23 **Private investor** – any Romanian or foreign legal person or association of legal persons included in the categories indicated at [art. 8](#) of GEO no. 39 / 2018, who showed their interest in participating to the public-private partnership contract award procedure;

2.24 **Investments made in the project** – investments with the purpose of obtaining or, as appropriate, of rehabilitating and/or extending a property or properties in the public-private partnership contract;

2.25 **Financial closing** – a stage defined in the Public-Private Partnership Contract and in the funding contract(s) concluded with the public-private partnership contract sponsors, which means the date of fulfillment of all the conditions precedent for the entry into force of the sponsors' obligation to submit the funds required for the financing of the Public-Private Partnership Contract;

2.26 **Risk matrix** means the detailed specification of the risk sharing between the Public Partner and the Private Partner, as indicated in the Substantiation Study attached to this Contract.

2.27 **Termination notice** is a Party's written communication to the other Party, regarding the termination of the Contract and any other requests in the contract, in accordance with the applicable provisions of this Contract and of the legislation in force.

2.28 **Contract validity** is the period starting from the signing of this Contract and ending with the expiry of the Contract duration.

2.29 **Period of resolution** is the time interval specified in this Contract for the settlement of any breach or non-fulfillment of any provision in this Contract by the Party at fault for such a breach or non-fulfillment of its obligation.

2.30 **Applicable approvals** will mean all the confirmations, permissions, authorizations, agreements and approvals pursuant to or in accordance with the legislation in force, which the Private Partner is required to obtain and maintain for the implementation of the project, the construction and operation of the Object, in accordance with this Contract.

2.31 **Good practices for the performance of the works** will mean all the practice, methods, techniques, standards, diligence and prudence generally and reasonably expected and accepted internationally from a reasonably qualified and experienced operator engaged in the same type of activity as provided in this Contract; these would mean good engineering practices in design, constructions and project management, which should lead to the fulfillment of the Private Partner's obligations, in accordance with this Contract, the applicable legislation in force, the applicable authorizations, reliability, environmental protection, economy and efficiency.

2.32 **Termination** means the end of this Contract, based on the Termination Notice, upon the request of one of the Parties, following the other Party's non-fulfillment, inadequate performance or incapacity of performance of its contractual obligations, in accordance with this Contract.

2.33 **Object of the Contract/Partnership** means the object of the Contract, as defined in article 6, including the assets transmitted by the Public Partner to the Private Partner and the assets newly established in the result of the Project implementation.

2.34 **Objectives of the public-private partnership** will mean the general and specific tasks to be performed in the "Ploiești - Brașov Motorway" Project.

2.35 **Technical offer** means the technical-economic documentation on the conditions for the performance of the "Ploiești - Brașov Motorway" project; this offer is submitted by the Private Partner.

2.36 **Specific amendment of the law** means any amendment of the law referring especially to (i) the provision of services identical or similar with the services provided in the PPP Contract and/or (ii) the ownership of shares in companies whose main activity is the provision of services identical or similar with those provided in the PPP Contract.

2.37 **Public partner** – according to GEO no. 39/2018, a public partner is any of the entities who are contracting authorities or contracting entities for the purpose of art. 4 of the law no. 98/2016 on public procurement, as amended and completed.

2.38 **Private partner** means, according to GEO no. 39/2018, the private investor who is designated the winner of the award procedure, concluding this Public-Private Partnership Contract.

2.39 **Project** means the "Ploiești - Brașov Motorway" Public-Private Partnership project as provided by art.1 of GD no. 357/2018.

2.40 **Technical project for the execution of the works** means the body of drawings and written documents regulating the performance for the construction works for the project "Ploiești - Brașov Motorway".

2.41 **Refinancing** means the change or replacement of the existing terms according to which the debt obligations are incurred. Debtors may refinance the existing debt obligations for a number of reasons and in a number of ways.

2.42 **Substantiation study** means the document approved by GD no. 667/2018, in annex to this contract.

2.43 **Project company** – the company incorporated and operating according to the Companies Law no. 31/1990, republished, as amended and completed, for the purpose of implementing the Public-Private Partnership Contract.

2.44 **Land(s)** means the land(s) publicly owned by the Public Partner, leased for use and operation to the Private Partner for the achievement of the objectives, as described in detail in GD no. 357/2018 and in the Law no. 363/2006 on the approval of the national land use planning.

ARTICLE 3

PRELIMINARY STATEMENTS

3.1. The Public Partner who will implement the Public-Private Partnership Contract is the Ministry of Transports through/or CNAIR (National Company for Road Infrastructure Administration), and the National Commission for Strategy and Prognosis will monitor the performance of the project.

3.2. In accordance with art. 17 par. (4) of the Government Emergency Ordinance no. 39/2018 on the public-private partnership, consolidated with the provisions of art. 2 of GD no. 667/ 2018, the National Commission for Strategy and Prognosis will order all the necessary measures, pursuant to the legal provisions in force, for the start and development of the procedure awarding the public-private partnership contract for the Ploiești - Brașov motorway.

ARTICLE 4

INTERPRETATION

In this Contract, unless otherwise required in the context or by a provision to the contrary:

4.1. The words indicating the singular also include the plural, and the words indicating the plural also include the singular;

4.2. References to a gender include all the genders;

4.3. Any reference to “this Contract”, a law or any other act means a reference to it as is or as it may be amended, modified or completed from time to time and in the form in which it is in force;

4.4. Any reference to “day” means a reference to a calendar day, unless otherwise provided by the Contract;

4.5. References to regulatory acts also include their later amendments and completion, as well as any other subsequent regulatory acts.

4.6. The phrase “legislation in force” means laws, regulatory acts, rules, regulations, standards, guidelines or acts with legal force across the Romanian territory;

4.7. Any reference to month is a reference to a calendar month;

4.8. Any reference to year is a reference to a calendar year;

4.9. Any agreement, act, consent, approval, authorization, notification, communication, reporting asked under or pursuant to this Contract, from or by any Party, are valid solely if they are drafted in writing and signed;

4.10. Should any of the provisions of this Contract be or become null or unenforceable according to the law, the legality, validity and applicability of the other provisions of this Contract will continue unimpaired, and the Parties will do their best to effect those acts and/or amendments that would lead to the same legal and/or economic outcome pursued at the date when the Contract was concluded;

4.11. References to persons will include individuals, companies (regardless of where they are registered), associations and non-registered partnerships.

4.12. The headings are included solely for reasons of simplification and they will not have an impact on the interpretation of the Contract.

4.13. Any reference to a document is made to the document form accepted by the parties.

ARTICLE 5

CONTRACT DOCUMENTATION AND PRIORITY

5.1. This Contract is made from the Contract content (main part of the Contract) and the Annex to the Contract, which is an integral part of this Contract; later, if

they are made, the addenda/additional agreements to this Contract will also become parts of the Contract.

5.2. In the event of a non-conformity between the content of the Contract and the Annex, the Parties will seek to solve this non-conformity, while looking at the Contract as a whole. Nevertheless, in case of ambiguousness or irregularities in this Contract, the following aspects will apply:

- between the articles in the Contract content and the Annex, the articles in the Contract content will prevail;
- between any value written with digits and any value written in words, the latter will prevail.

ARTICLE 6

PURPOSE AND OBJECT OF THE CONTRACT

6.1. **The sole purpose and object of the public-private partnership contract is given by the design, execution, operation and maintenance, by the private partner/project company, of the investment objective *Ploiești - Brașov Motorway*, according to the terms and conditions of the Substantiation Study approved by GD no. 667/2018 on the approval of the Substantiation Study for the Ploiești-Brașov Motorway.**

6.2. **Under Law no. 363 / 2006 on the approval of the national land use planning – section 1 Transport networks, the layout of the Ploiești-Brașov Motorway was approved.**

6.3. The modality of achievement of the Public-Private Partnership Contract is the one of design-execution-operation-maintenance of the investment objective indicated at 6.1, whereby the construction, maintenance and operation of the objective are responsibilities of the project company/Private Partner for the period shown at article 9, and at the expiry or termination of the Contract, the objective of the public-private partnership, with all the assets and equipment created in the Project, is transferred, free of charge, to the Public Partner, in a good condition, functional and free of any encumbrance, defect and obligation.

6.4. The Private Partner's performance of the activity of **design, execution, operation and maintenance** of the investment objective means:

- a) The layout and execution of the works for securing the land associated with the Ploiești -Brașov Motorway;
- b) Design and construction of the Ploiești -Brașov Motorway, in strict conformity with the national and European standards and legislation in force, on constructions, environment and environmental protection, with the Public Partner's agreement.
- c) Complementary equipment compatible with state-of-the-art technologies, for the execution, operation and maintenance process.
- d) Any amendment of the public-private partnership contract during its progress shall be made with the Government's approval.

6.5. The project company's/private partner's performance of the activity of operation of the public-private partnership objective seeks to recover the investments, to cover the maintenance costs and to earn a reasonable profit.

6.6. The Public Partner declares that it is the owner of the lands placed on the motorway layout.

6.7. For the achievement of the Public-Private Partnership Contract, in accordance with the terms and conditions of this Contract, the Public Partner transmits for free use and possession the immovable property Ploiești – Brașov Motorway, for its construction, maintenance and operation.

ARTICLE 7

CONDITIONS FOR THE ESTABLISHMENT AND FUNCTIONING OF THE PROJECT COMPANY

7.1. Within 15 days after this Contract is concluded, the Private Partner is required to establish a joint stock company, whose object should be exclusively the execution, maintenance and operation of the "Ploiești - Brașov Motorway" project and of the activities associated with its execution, in detail, as well as the operation and maintenance of the București – Ploiești Motorway, by the Company's articles of incorporation which will be in an annex to the Contract.

7.2 The Company will be established as a joint stock company residing in Romania, established by the public partner and private partner, pursuant to the laws in force in Romania and having the headquarters in Bucharest.

7.2. The Private Partner accepts and guarantees that it will maintain a good executive communication with the public partner, in an organized form to be laid down with the parties' agreement in writing.

7.3. Unless otherwise expressly provided by the Emergency Ordinance no. 39/2018, the private partner or the project company will not be able to transfer or encumber its own rights and obligations arising from the public-private partnership contract.

7.4 The Private Partner will not be able to sell or encumber the shares held in the project company, unless this is expressly and first approved by the public partner and the project sponsors, except for the cases expressly provided in this emergency ordinance.

7.5. At the establishment of the company, all the rights acquired and all the obligations undertaken by the private partner under this contract are transferred to the newly established company together with which they will be liable jointly, where applicable, and the Company's articles of incorporation will refer explicitly to the Contract.

ARTICLE 8

ASSOCIATION OF PUBLIC ENTITIES

If public entities associate for the award and signing of a public-private partnership contract, in the association agreement they shall lay down:

- a) the manner of distribution among the associates and the conditions of exercise of the rights and obligations arising from the quality of public partner, during the performance of the public-private partnership contract, in accordance with the laws on the matter of public property;**
- b) the manner of use of the asset(s) and of operation of the public service which is the object of the public-private partnership;**
- c) the manner of distribution among the associates, at the end of the contract, and the subsequent conditions of exercise of the rights over the asset(s) which is/are the object of the public-private partnership, in accordance with the laws on the matter of public property.**

ARTICLE 9

DEADLINES FOR THE PERFORMANCE OF THE WORKS AND CONTRACT DURATION

9.1. This Contract enters into force and becomes effective starting from when it is signed by the last of the parties.

9.2. This Contract has the following stages, as illustrated below:

- period of design and execution of the Ploiești -Brașov Motorway, of maximum 48 months from when this Contract is signed;
- period of maintenance and operation of the Ploiești - Brașov Motorway, of 20 years starting from when the construction period ends;
- period of maintenance and operation of the București – Ploiești Motorway, of 24 years, which may begin immediately after the PPP contract is signed, but after the installation of the tolling system.

9.3. If the works of the 48-month period associated with the design and execution works are ahead of schedule, the private partner will receive from the public partner a success bonus equivalent with the share of the expedited period in a year, the total value of the success bonus amounting to 100 million euro/year;

9.4. If the completion of the design and execution period is delayed, the private partner will pay to the public partner a fine corresponding to the share that the delay period has in the year, the annual fine amounting to 100 million euro;

9.5. Any amendment of the public-private partnership contract during its progress is made with the Government's approval;

9.6. At the end of this Contract, the investment objectives generated in the "Ploiești-Brașov Motorway" project shall be transferred, free of charge, in the public partner's public domain, in a good condition, exploitability and free of any encumbrance and obligation.

ARTICLE 10

TOLLING SYSTEM

10.1. Tolling may be a part of the private partner's responsibilities, the private partner taking into account the proposal that the toll strategy and management should be left with the tenderer.

10.2. The value of the motorway toll may be a form of scoring the interested parties and, at the same time, a maximum value may be enforced, if desired.

10.3. The motorway toll to be paid by a vehicle for every 100 km of motorway travelled is limited to 6.3 euro without VAT, the one paid by an LGV is 8.82 euro/100 km travelled, and the one paid by an HGV or a bus 12.6 euro/100 km travelled. On the 1st of March every year, the motorway tolls may be subject to indexation with the rate of increase of the net average wage of the previous year. The level of the applied toll is established according to the distance travelled by the vehicle.

10.4. The tolling system will be executed in accordance with the applicable European requirements and regulations.

ARTICLE 11

CONDITIONS PRECEDENT. PROJECT COMMENCEMENT DATE

11.1. The provisions of this Contract, regarding the design, funding, construction, operation and transfer of the "Ploiești - Brașov Motorway" Project will become legally binding starting from when the parties fulfill the conditions precedent.

11.2. Each party will notify the other party promptly when it considers that the conditions precedent are fulfilled.

11.3. The date for the start of the project execution will be the one following the date when the public partner obtains all the documents, approval, clearances and/or agreement required for the start of the project, according to the Romanian laws in force after the Project Company submits the necessary documentation indicated by the regulatory acts in force, regarding each individual document.

- **Conditions to be fulfilled by the private partner**

The provisions of this Contract, regarding the performance of the “Ploiești - Brașov Motorway” project will enter into force and will become legally binding solely when the following conditions are fulfilled by the private partner:

- a. The Private Partner will submit to the public partner legal supporting documents proving the establishment of the Company.
- b. The Private Partner will submit to the public partner legal supporting documents proving that it has sufficient financial commitments to fulfill the obligations under this Contract.
- c. The Private Partner agrees to draft, verify and submit to specialized examination the Technical Project for the execution of the works, within the deadline included in the design and execution period, from the receipt of the town planning certificate.

- **Conditions to be fulfilled by the public partner**

The provisions of this Contract, regarding the performance of the “Ploiești - Brașov Motorway” project will enter into force and will become legally binding solely when the following conditions are fulfilled by the public partner:

- a. The Public Partner is required to submit to the private partner legal supporting documents showing that it obtained all the necessary approvals from the state and other public authorities, regarding the transmission of the land(s) management right to the Company.
- b. The Public Partner does not undertake the obligation to transmit, by decision, with the drafting of the delivery-receipt act, to the Private Partner’s free use and possession, the land associated with the Ploiești -Brașov motorway, within 15 days after this Contract is signed.

- **Non-fulfillment of the previous conditions**

- a. The Private Partner will launch the formalities regarding the establishment of the Company within 5 days starting from when the Contract is signed. The Company will submit all the requests

regarding the approvals, agreements and clearances required for the performance of the “Ploiești- Brașov Motorway” Project, within an acceptable time interval. If these conditions are not fulfilled by the Company within the defined deadline, the public partner, at its own discretion, will be able to extend the date by which the Company should fulfill the said conditions precedent or to demand that the Contract be terminated.

b. If one of the previous conditions to which art. 11 refers is not fulfilled by the public partner within 5 days after the completion of the procedures for the establishment of the Project Company, the parties will be able to agree on the extension of the period for the fulfillment of such formalities.

ARTICLE 12

TECHNICAL CONDITIONS, PERFORMANCE OBJECTIVE

The technical conditions according to which the object of this Contract is executed are indicated in the Substantiation Study, which is in an annex to this Contract.

ARTICLE 13

The procedure whereby the public partner approves the contracts made by the private partner and/or the project company will occur in accordance with the laws in force.

ARTICLE 14

OWNERSHIP RIGHTS

14.1. The Public Partner agrees to order the free transfer of the land meant for the Ploiești- Brașov motorway to the administration by the private partner, at the time when the conditions precedent are fulfilled or within a reasonable time interval calculated from that moment, in accordance with GEO no. 39/2018.

14.2. The transmission for free use and possession of the properties mentioned in article 14.1, to the Private Partner, does not entail the transmission of the right of ownership. The holder of the right of ownership continues to be the Public Partner, according to the legislation in force.

14.3 Within 30 days after both Parties sign the delivery-receipt act, the Private Partner is required to register the modifications in the Register of immovable properties, by the encumbrance of the right of management over the immovable properties transmitted by the Public Partner;

14.4 The Private Partner is required to register the modernizations brought to the Ploiești- Brașov motorway under this Contract and the new constructions in the Register of immovable properties.

14.5 During this Contract, the Private Partner is required to pay the taxes, dues and all the mandatory state and local duties relating to the land meant for the motorway and transmitted by the Public Partner, and relating to the immovable properties newly established during the performance of the project, in accordance with the legislation in force.

14.6 The Private Partner does not have the right to transfer, to deregister, to transmit as pledge, to establish guarantees for third parties, to rent/lease the land of the Ploiești- Brașov motorway receive for use and possession and the assets newly established for the performance of the object of this contract.

14.7 The profit revenues (including the net revenues after the payment of the taxes and other mandatory dues), generated by the use of the immovable properties received for use and possession, as well as of those created for the fulfillment of the Contract object, belong to the Private Partner.

14.8 The rights of land management are transmitted to the public partner until the termination of this Contract.

14.9 The investment objectives will be in the exclusive use and operation of the private partner until the Contract ceases, when they will be transferred free of charge and of any encumbrance to the public partner.

14.10 In the event of non-performance from the private partner, it will lose its rights over the investment objectives, which will be transferred automatically, unencumbered and free of charge, to the public partner.

ARTICLE 15

LEGAL STATUS OF THE ASSETS

15.1. The legal status of the assets will be established according to the legislation on the assets that are public property.

15.2. The transfer of an asset from the state's public domain to the public domain of an administrative-territorial division will occur on the county council's request, respectively on the request of the General Council of Bucharest or of the local council, as applicable, and it will become an asset of county or local public interest from an asset of national public interest.

15.3. The transfer of an asset from the public domain of an administrative-territorial division to the state's public domain shall occur upon the Government's request, by decision of the county council, respectively of the General Council of Bucharest or of the local council, and it will become an asset of national public interest from an asset of county or local public interest.

15.4. The transfer of an asset from the county's public domain to the public domain of another administrative-territorial division in the territorial range of the said county shall occur upon the local council's request, by decision of the county council, and it will become from an asset of council public interest an asset of local public interest.

15.5. The transfer of a public domain asset of an administrative-territorial division in the territorial range of a county to the public domain of the said county shall occur upon the county council's request, by decision of the local county, and it will become an asset of county public interest from an asset of local public interest.

15.6. The transfer of a public domain asset of a territorial-administrative division to the public domain of another territorial-administrative division in the territorial range of the related county shall occur upon the local council's request, by decision of the local council of the commune, town or city owning the asset and by decision of the local council of the commune, town or city to which it is transferred.

15.7. The transfer of a public domain asset of a county to the public domain of another neighboring county shall occur upon the county council's request, by

decision of the council of the county owning the asset and by decision of the council of the county to which the asset is transferred.

15.8. The transfers described at par. (5)-(7) occur strictly for the execution of investment objectives and for a defined period of time, which are provided in the decision of the local council, county council, respectively council of Bucharest.

ARTICLE 16

RIGHTS OF THE PUBLIC PARTNER

16.1. The Public Partner has the right to inspect the Site, the manner of execution of the Project, checking the compliance with the contractual obligations undertaken by the Private Partner, as described at art. 25 of this Contract.

16.2. If the Private Partner breaches its obligation regarding the drafting, check and specialized examination of the Technical Project for the execution of the works, in accordance with this Contract, the Public Partner has the right to refuse its coordination, establishing another reasonable deadline for its revision by the Private Partner. Should this deadline be breached, the Public Partner will have the right to use the provisions of this Contract on contractual liability.

16.3. The Public Partner has the right to make sure that the Private Partner complies with its obligations under this Contract, in the Substantiation Study.

16.4. The Public Partner has the right to take part and perform the technical check of the works, without thereby removing the Private Partner's responsibility.

16.5. The Public Partner exercises all the rights indicated in or resulting from this Contract.

ARTICLE 17

OBLIGATIONS OF THE PUBLIC PARTNER

17.1. The Public Partner is required to comply with all the laws and regulatory acts regarding the fulfillment of its obligations under this Contract.

17.2. The Public Partner is required to submit to the Private Partner for free use and possession the immovable properties indicated in accordance with GD no. 667/2018.

17.3. The Public Partner will grant to the Project Company, according to the competences of its jurisdiction, the necessary approvals for the design, construction and operation of the project, in accordance with the law.

17.4. The Public Partner will support the Private Partner in obtaining any other approvals and agreements in accordance with this contract.

17.5. The Public Partner is required to assist the Private Partner, within the limits of the former's competences, in the relations with any Authority in connection with the execution of the project.

17.6. Within 30 days after the Technical Project for the performance of the works is drafted, subject to the observance of the legal provisions, the Public Partner will issue the building permit; its extension occurs if the Parties comply with the obligations under this Contract;

17.7. The Public Partner is required to fulfill and observe all its contractual obligations.

17.8. The Public Partner will not interfere with the private partner's activity regarding the performance of the project, unless such interference is necessary for the protection of the environment, of public health and safety or when the law or the Contract requires such interference.

17.9. The Public Partner will apply all the reasonable efforts to minimize any involvement of third parties in the project, including the other authorities' involvement for the duration of the Contract.

ARTICLE 18

RIGHTS OF THE PRIVATE PARTNER

18.1. The Private Partner benefits exclusively, under the title of free use and possession, according to the conditions and terms indicated in this Contract, of the immovable property – namely the motorway-associated land – transmitted by the

Public Partner for the execution of the Ploiești - Brașov Motorway Project, for the duration of the Contract.

18.2. The Private Partner has a right of first negotiation at the extension of the Contract, provided that this Contract is terminated without the fault of the Private Partner.

ARTICLE 19

OBLIGATIONS OF THE PRIVATE PARTNER

19.1. The Private Partner is required to comply with all the laws and regulatory acts regarding the fulfillment of its obligations under this Contract.

19.2. The Private Partner is required to pay, during the whole duration of this Contract, the taxes, fees and all the mandatory state and local payments.

19.3. The Private Partner is required to implement the Project on its own expense and risk, in accordance with this Contract. Likewise, it will invest, develop, design, build, operate and manage, by funding constantly, from their own account, the maintenance and operation of the project investment objective, for the duration of this Contract, in accordance with the Contract requirements, the good practices of performance of the works and the legislation in force.

19.4. The Private Partner is required to bear all the expenses made in the process of obtaining the necessary permits, authorizations, licenses, agreements and clearances.

19.5. The Private Partner undertakes to draft and submit all the requests regarding the approvals, agreements and clearances necessary for the performance of the Project, to order, on its own and on its own expense, the project and itemized estimate documentation.

19.6. The Private Partner is required to draft, check and have an expert examine, according to the legislation in force, the Technical Project for the execution of the works, in accordance with the conditions of this Contract and with the Technical Offer parameters.

19.7. The Private Partner is required to draft all the technical documentations regarding the storage, sorting, selection and disposal of the waste resulting from the

construction, maintenance and operation and to ask to the public partner to obtain the necessary agreements and clearances, including those regarding the impact on the environment and on the population's health.

19.8. The Private Partner is required to start and to execute the construction works on its own and on its responsibility, solely after the Public Partner transmits the building permits, the town planning certificate and all the other necessary documents according to the Romanian legislation in force, after it submits all the documents necessary in this sense.

19.9. The Private Partner is required to perform the works in accordance with the Technical Project for the execution of the works.

19.10. Any amendment to the Technical Project for the execution of the work, before or during the construction, shall be notified with at least 5 days in advance to the Public Partner, and approved in writing by the Public Partner, within 5 days after the notification.

19.11. In the performance of the Project, the Private Partner is required to comply with the conditions of the Contract and of the Substantiation Study.

19.12. The Private Partner agrees and acknowledges that it is the only one responsible for the construction of the project objective.

19.13. The Private Partner agrees and acknowledges that it is the only one responsible for the quality of the objective construction, including all the structures of the objective, in accordance with the specifications and standards in force;

19.14. During the performance of the works, the Private Partner will consult environmental authorized specialists, in order to ensure the environmental quality.

19.15. The Private Partner, in coordination with the Public Partner, undertakes to employ an authorized technical coordinator for the verification, records and control of the quality of the works;

19.16. The Private Partner is required to build the objective in accordance with prudent technical and operation practices, in a corresponding and professional manner, by using materials and equipment of the highest quality and very well maintained, in accordance with the Law on quality in constructions no. 10/1995, the Law no. 50/1991 on the approval of the performance of construction works, Government Decision no.343/2017 on the approval of the Regulation regarding the

acceptance of constructions and associated equipment, as well as the regulatory acts in force regarding the Guidelines on the drafting, clearance, approval and framework-content of the construction project documentation.

19.17. The Private Partner agrees to perform the construction works within the deadlines laid down in this Contract.

19.18. If the Private Partner expects that it will not manage to fulfill, within the established deadlines, the Stages for the performance of the Project, it undertakes to notify this to the Public Partner within maximum 10 (ten) days until the expire of the said deadline, by a written notice describing the following aspects:

- a) the unrealized Project stage or the stage expected not to be achieved;
- b) the reasons for the delay or of the expected delay, including a description of each alleged force majeure;
- c) the estimated delay (in days) in the completion of the Project stage and any other foreseeable adverse impact on the construction works.

19.19. The contractual deadlines for the completion of the works may be extended by addendum, which will be signed by the Parties within maximum 7 days after the Public Partner is notified.

19.20. The Private Partner is required to do its best to ensure the acceptance of the Site works in the best technical conditions, according to the schedule of the works, in annex to the Project of execution of the works.

19.21. The Private Partner is required to allow the Public Partner's access for the monitoring, verification, control and inspection of the Project works in each of the Project stages, in accordance with article 25 of this Contract.

19.22. The Private Partner is required to allow the access also to the representatives of any institution, representatives who have legal competence regarding the partnership object, including the safety, security or environmental-related issues, for the examination of the project and the investigation of any aspect in connection with their authority. The Private Partner shall grant reasonable assistance to these people, for the fulfillment of their tasks and functions.

19.23. The Private Partner ensures the free access of the Public Partner's specialists to the construction site;

19.24. The Private Partner is required to submit quarterly reports and, where applicable, upon the Public Partner's request at the date indicated by the latter, with regard to the performance of the Project.

19.25. The Private Partner ensures the permanent technical supervision of the construction work quality.

19.26. After the completion of the works of each stage of construction, the Private Partner removes the material and legal deficiencies relating to the objective to be used.

19.27. The Private Partner ensures the acceptance of the objective in stages, according to the terms described in this Contract.

19.28. The Private Partner undertakes to execute the Construction Log Book according to the legislation in force and to submit to the Public Partner a copy of the Construction Log Book, promptly after the completion of the works.

19.29. The Private Partner undertakes to comply with the health and safety rules and practices required under the legislation in force (sanitary, environmental and firefighting) and to use machines, equipment and systems complying with the standards in force.

19.30. The Private Partner agrees to take measures regarding the timely identification of the potential sources or conditions of pollution or which are likely to have an impact on the environment, and to notify this to the Public Partner, while suggesting adequate rectification solutions.

19.31. The Private Partner will protect the Site, including the ground, underground, surface waters and air, as well as the environment from the environment contamination during the construction, operation and maintenance of the project, for the whole duration of the Contract, and it will also fulfill other environmental obligations laid down by the legislation and regulations.

19.32. If, during the performance of this Contract, events and actions with negative environmental consequences occur, the Private Partner will rectify such consequences on its own.

19.33. The Private Partner undertakes to develop, implement and manage a Site and staff safety supervision programme, to take all the reasonable precautions for

the prevention of accidents in or near the Site, for a safe environment, in accordance with the legislation in force and the Good practice of performance;

19.34. The Private Partner does not have the right to subcontract other parties for the performance of works or services, unless this is approved by the Public Partner in writing.

19.35. The Private Partner is required not to store and not to process toxic, chemical and harmful waste;

19.36. Should payment default circumstances arise, the Private Partner shall notify them immediately to the Public Partner, specifying the nature of the default situation and the measures taken by the Private Partner for the rectification of the situation.

19.37. During the performance of the contract, the Private Partner does not have the right to modify its address/registered office, to decrease its share capital, without the Public Partner's approval, subject to the termination of this Contract.

19.38. The Private Partner does not have the right to transfer under any form whatsoever the rights and obligations arising from this Contract.

19.39. The Private Partner fulfills other obligations laid down in this Contract and by the legislation in force.

19.40. The Private Partner agrees and acknowledges that it is the only one responsible for the quality of the design;

19.41. The Private Partner undertakes to comply with the technical offer authorized by the parties. Any amendment to the project, made before or during the construction, shall be first submitted to the public partner and approved in writing by the latter.

19.42. The Private Partner agrees and acknowledges that it is the only one responsible for the construction of the investment objective of the project.

19.43. The Private Partner is required to do its best to ensure the acceptance of the works in the best technical conditions.

19.44. The Private Partner is required to build the project in accordance with prudent technical and operation practices, in an adequate and professional manner, by using state-of-the-art materials and equipment, which are also very well maintained, in accordance with the legal provisions.

ARTICLE 20

COMMON OBLIGATIONS AND RIGHTS OF THE PUBLIC PARTNER AND PRIVATE PARTNER

20.1. The Public Partner and Private Partner have the right to information and the obligation to work together. The Parties will supply information to each other, they will cooperate and they will grant each other support in connection with the said Project.

20.2. The parties of this Contract undertake that, by joint efforts, they create the necessary conditions for the fulfillment of the Object of this Contract, for the purpose of obtaining reciprocal profit from their cooperation.

20.3. The Public Partner and the Private Partner have the right and obligation to propagate the Project implementation regularly in the media.

20.4. The Private Partner acknowledges that the information supplied to it by the public partner is the public partner's property. The same applies to the public partner also.

20.5. Both partners will keep the confidentiality of all the pieces of information and documents regarding the project. Otherwise, the party at fault will be subject to the effects of the law.

20.6. The Parties of this Contract may disclose information or documents regarding the project if and to the extent to which:

- the other party approves such disclosure,
- the disclosure is required by the law;
- the disclosure is reasonably necessary in order to allow a party to fulfill its obligations under this Contract

20.7. The Parties will work together and they will support each other in connection with the project:

Section 1

The Public Partner is under the obligation:

- a) to conduct, on its own expense, a substantiation study, which should be the basis for the negotiation of a public-private partnership contract;
- b) to supply to the investor, for consultation, the interim reports and the final report of the pre-feasibility or substantiation study;
- c) to appoint a team of negotiators who should cover the technical, commercial/financial and legal aspects of the Project;
- d) to facilitate the private partner's access to any data, information, studies, statistics and, generally, to any document that may help clarify any of the Project technical, economic and financial aspects;
- e) to support the private partner in the process of clarification of the status of the properties to be included in the Project or which enable the access to them;
- f) to take all the measures it considers necessary for the good progress of the negotiations;
- g) to preserve the absolute confidentiality during the negotiations and to protect it, when appropriate.

Section 2

The Private Partner is under the obligation

- a) The Private Partner is under the obligation to ensure the funding required for the performance of the investments from their own resources and/or from resources obtained from sponsors;
- b) The Private Partner undertakes to provide the services in accordance with the technical conditions approved by the Parties
- c) To design, perform, operate and maintain the Ploiești – Brașov Motorway;

- d) To perform the operation and maintenance of the București – Ploiești Motorway;
- e) To obtain on its own the materials required for the beginning of the work;
- f) To supply the whole equipment necessary for the provision of the services, on its own account;
- g) To supply to the Public Partner information regarding the nature of the provision;
- h) Upon the Public Partner's request, to submit a report regarding the progress of the work;
- i) To issue fiscal invoices for the provided services, in accordance with the legislation in force;
- j) To appoint a team of negotiators to cover the technical, commercial/financial and legal aspects of the Project and to grant full powers for negotiation;
- k) To negotiate in good faith and within the deadline established under this contract;
- l) To obtain and/or to submit to the public partner, on the latter's request or on their own, all the available documents for the clarification of any item of negotiation;
- m) To submit to the public partner all the results of its visits in the field, of the measurements, inspections and, in general, all the data which, in its opinion, could complete the image of the Project;
- n) To comply with absolute confidentiality rules during the negotiation and to protect, where applicable, the intellectual property rights generated by the proposals or solutions offered by the public partner;

ARTICLE 21

BRINGING THE PROJECT INTO SERVICE

21.1. The Private Partner undertakes to design and execute the Ploiești – Brașov Motorway within 48 months after the contract is concluded.

21.2. The initial investment will be brought into service only after its approval by the public partner.

ARTICLE 22

EXPECTED DELAYS OF THE PROJECT EXECUTION STAGES

Where the private partner reasonably expects, at any moment, that the construction works cannot fulfill one of the project stages by the date of the project stage, it agrees to notify this immediately to the public partner, by a written notification describing at least the following reasonably detailed aspects:

- The non-performed project stage or the stage expected not to be completed;
- The reasons of the delay or expected delay, including a description of any alleged force majeure;
- The estimated seven-day delay in the performance of the project stage and any other reasonably foreseeable adverse impact on the construction works.

ARTICLE 23

23.1. The Private Partner undertakes that, by the date when the construction is completed, respectively at the end of each construction stage, they submit to the public partner the reports indicated in the Plan of the works. These reports will describe in detail the conducted construction works or the work in progress and the conformity of their performance with the Plan of the works.

23.2. The Private Partner undertakes to supply to the public partner the Construction Technical Log Book, immediately after it is completed.

ARTICLE 24

THE PARTIES' RIGHTS AND OBLIGATIONS IN CONNECTION TO THE OPERATION, FUNCTIONING AND MAINTENANCE OF THE INVESTMENT OBJECTIVE

24. 1. Rights and obligations of the public partners

The Public Partner undertakes to facilitate the beginning of the construction works within 30 days after the creation of the Project Company;

24.2 Rights and obligations of the private partner

- a) The Private Partner agrees and admits that it is the only one responsible for the design, construction and operation of the investment objective;
- b) The Private Partner is required to operate the project in conditions of efficiency, continuity and compliance with the good faith principle.
 - c) The Private Partner is required to undertake all the expenses additional to the operation of the investment object.
 - d) The Private Partner is required to ensure the good operation and maintenance of the investment objective until the end of this Contract, in accordance with the general conditions provided in the Contract and with the legislation in force.
 - e) The Private Partner is required to submit annual information (reporting) to the public partner, in connection with the performance of the project.
 - f) The Private Partner is required to take all the necessary measures for the project safety and security.
 - g) The Private Partner has the right to close in part or in full the “Ploiești - Brașov Motorway” Project for provided or urgent safety reasons, without any effect on the other rights and obligations under this Contract. The safety reasons will be the measures justified by force majeure events and by the circumstances that generate an imminent danger for the project integrity, for the environment and for the population's health.
 - h) The Private Partner undertakes to obtain all the necessary funds for the operation and maintaining of the project in accordance with this Contract.

- i) The Private Partner undertakes full responsibility, for the whole duration of the Contract, regarding the complete fulfillment of the contractual clauses on the technical-economic operation conditions.

24.3. The Private Partner undertakes full responsibility for all the damages caused to third parties directly or in connection with the non-fulfillment or inadequate fulfillment of the contractual obligations regarding the operation.

ARTICLE 25

MONITORING AND CONTROL OF THE PUBLIC-PRIVATE PARTNERSHIP

25.1. The Public Partner has the right to claim, and the Private Partner is required to accept the control from the Public Partner in relation to the process of performance of the Project and of other obligations undertaken in this Contract, as well as to submit, upon the Public Partner's request, any information in connection with this.

25.2. Within 30 days after this Contract is signed, the Public Partner will establish a Commission for the monitoring of the public-private partnership (hereinafter called Monitoring Commission), which will operate for the whole duration of the Contract.

25.3. The Monitoring Commission's members are representatives of the Public Partner and of the National Commission for Strategy and Prognosis, according to art. 3 point 30 of GEO no. 28 / 2018 amending and completing the Government Ordinance no. 22/2007 regarding the organization and functioning of the National Commission for Prognosis, Emergency Ordinance approved by the Law no. 226/2018.

25.4. If deemed necessary, the Public Partner may employ financial experts/ engineers and specialists holding the required qualifications and experience, for assistance and supervision in the implementation and performance of the Public-Private Partnership Project. The employed external experts will exercise their responsibilities and rights within the limitations set by the Public Partner.

25.5. The Monitoring Commission acts in accordance with its Activity Regulation approved by the Public Partner. The Monitoring Commission will fulfill the functions and exercise the responsibilities indicated/instituted pursuant to this Contract.

25.6. The role of the Monitoring Commission is to supervise and monitor the performance of this contract, including the documenting of the investments performed and confirmed by accounting documents which are examined, as appropriate, by the independent auditor, and to give recommendations to the Parties, which they may accept or reject, but with the necessary reasoning.

25.7. The monitoring commission has the regular obligation, at least every 3 months, to check the partnership objective, together with the Private Partner's representatives, for the identification of the Project performance level.

25.8. Upon the Public Partner's request, the Private Partner undertakes to ensure, from his own account, the drafting and presentation of the annual audit report to the Public Partner.

25.9. If, for objective reasons, the Private Partner fails to fulfill specific contractual obligations, the Monitoring Commission, based on the economic background, will draft recommendations regarding the opportunity of the amendment of the structure and deadlines for their performance, pursuant to which the Public Partner will have the right to decide on concluding with the Private Partner an addendum to this Contract. This provision does not have any effect on the fulfillment of the obligations regarding:

- a) the total volume of the undertaken investments
- b) the duration of this Contract.

25.10. The Private Partner's control may also be conducted by Romania's authorized control bodies, according to their competence.

25.11. The Public Partner has the right to monitor the project construction works.

25.12. The monitoring and control will be performed in a way that will minimize the unavoidable involvement in the performance of the construction of the "Ploiești-Brașov Motorway."

25.13. The Private Partner will bear all the costs of such monitoring and control.

25.14. In the completion of each stage of construction of the project, the public partner will have the right to perform a control of the project, to see whether the

project construction works were completed substantially in accordance with the Technical Offer and with the Project Calendar.

25.15. The acceptance of the works for each stage of the project will occur according to GD no.273/1994 on the approval of the Regulation regarding the acceptance of construction works and related equipment.

25.16. The Private Partner is required to allow the public partner to monitor, directly or indirectly, to check, control and make the inspection of the project works, in each stage of the project.

25.17. The Private Partner is required to submit reports on the project performance to the public partner, according to the Plan of the works.

25.18. The Private Partner warrants that both the performance of the project and the technical monitoring were conducted in strict accordance with this Contract and with the applicable legal provisions. The private partner's guarantee will materialize by its declaration at the time of the transfer. If, after that moment, the public partner or the third parties incur damages or prejudice of any kind whatsoever, which occur either because of the private partner's fault in the performance of its contractual obligations or without its fault, the risk cases undertaken according to the Risk Matrix during the performance, the private partner will be held liable for such prejudice.

ARTICLE 26

REPRESENTATIONS AND WARRANTIES

26.1.Representations and warranties by the Public Partner:

a) The Public Partner warrants that the land provided to the Private Partner for use and free possession by the latter belongs to the Public Partner.

b) The Public Partner warrants that no ownership right over any property land is to be transferred to any third parties, in a move not to prevent the Private Partner from using that land.

c) The Private Partner warrants that, at the time of the contract signature, there is no legal, or otherwise administrative measure with respect to the land transferred

for free possession and use to the Private Partner, that would result in the former's deprivation of the land.

d) The Public Partner warrants that, should any court action be initiated with respect to the Property, all the necessary measures will be taken by themselves to defend their ownership right.

e) The Public Partner represents and warrants to the Private Partner that support will be provided to the latter to obtain all the required approvals from all the Authorities, for the purpose of the Project implementation.

f) The Public Partner represents and warrants that there will be no interference in the activity of the Private Partner when it comes to the Project implementation, except for when such interference is needed to protect the environment, the public health and safety, or otherwise if required by the law or the Contract.

26.2. Representations and warranties by the Private Partner and/or the project company:

a) The Private Partner represents and warrants to the Public Partner that it has the full power to conclude the current Contract and fulfill all obligations incumbent, according to the said contract. The Signatory Party to the Contract on the part of the Private Partner states on their own responsibility that they have all the powers required by the applicable law and the Private Partner's by-laws, to validly sign, represent and engage the responsibility of the Private Partner, and personally guarantees the full payment of the losses and/or income not collected by the public partner as a result of the fact that the contract would have been signed without having all the powers in accordance with the applicable legislation and the Private Partner's by-laws.

b) The Private Partner warrants that it has sufficient financial means to secure investments and the operational cashflow and, if needed, it can attract sufficient financial means for the purpose of implementing the Project.

c) The Private Partner undertakes to immediately inform the Public Partner in writing about any change in its by-laws, financial positions, any conflict of interest that may arise and about all situations that involve a change of the elements included in the current contract and that could affect, in any way, the Contract implementation.

d) For the entire contract duration, the Private Partner warrants that the number of Romanian employees will not account for less than 80 (eighty) percent of the total number of the Private Partner's employees, and the social security arrangements will be made for the employees only in accordance with the legislation in force.

e) The Private Partner warrants that no amount of money, whether in cash or otherwise, was paid and will not be paid to any person by or on behalf of, the Private Partner, in the form of fees, commissions or other alike, as an attempt to secure the project or to enter the present Contract, or else to influence or have someone else influence a public servant or an employee of the Public Partner for this purpose.

ARTICLE 27

CONFLICTS OF INTEREST

The Parties hereby undertake to take all necessary measures to comply with the rules in order to avoid the conflict of interest as defined by the legislation that covers the conflict of interests.

ARTICLE 28

TRANSFER

This Contract and all the rights and obligations arising from the contract implementation shall not be transferred, in total or in part, and shall not be subject to novation, subrogation or any other mechanism of transfer and/or transformation of the rights and obligations included in the current Contract.

ARTICLE 29

PROJECT FUNDING

29.1. The project is funded entirely by the Private Partner through the Company form own sources or other attracted funding.

29.2. For the entire contract duration, the Private Partner will have the right to access bank lending or foreign currency as well as domestic currency loans, but it will not be allowed to set as collateral or otherwise lodge security of any type with regard to the assets transferred by the Public Partner or any new assets that are built during the project implementation.

ARTICLE 30

FINANCIAL CLOSE

30.1. **Financial close** is the date on which all the conditions precedent to putting into effect the obligation of the financing entities to provide the funds needed to finance the public-private partnership contract.

30.2. The financial close of stage 1 may be achieved through the residual investment amount at the end of the contract term and not by total investment depreciation.

30.3. A slight recovery of the residual amount at the end of the contract term in stage 1 is expected.

ARTICLE 31

REFINANCING

31.1. Refinancing means changing or replacing the existing terms on which the debt obligations have been incurred. Borrowers may refinance existing debt obligations for a number of reasons and in a variety of ways.

31.2. Financial terms are agreed between the Lenders, Equity Investors and the Private Partner prior to the PPP Contract becoming effective and will take into

account the market conditions at the time, as well as the risk profile of the Project and applicable jurisdiction.

31.3. The cost of financing the PPP Project will be passed directly through to the pricing offered to the Public Partner under the PPP Contract or the rates charged to users.

31.4. Considering the long term nature of the PPP Contracts, over time there will be changes in the market conditions, as well as developments in the Project itself will develop, which will affect its risk profile, therefore the Private Partner may want to change the terms of or replace its financing.

31.5. Refinancing can be used to reduce the Private Partner's debt costs, resulting in higher revenue and a higher equity return, which is typically referred to as "refinancing gain".

31.6. Without specific provisions in the PPP Contract, the public partner will have limited or no ability to share in any refinancing gain received by the Private Partner and the position as regards other contractual terms (such as termination payments) may be unclear.

ARTICLE 32

REFINANCING GROUNDS

The circumstances in which a refinancing of the PPP Project by the Private Partner may be sought are described below and the different grounds are likely to require a different treatment under the PPP Contract.

ARTICLE 33

33.1. RESCUE REFINANCING

The Private Partner may find itself in a distressed situation requiring an increase and/or a rescheduling of their debt repayment obligation, therefore a rescuing refinancing is a must.

33.2. It will be in the interest of both the Public Partner and the Private Partner for this form of refinancing to be implemented, so that service provision under the PPP Contract can continue and the default termination consequences avoided.

33.3 The Public Partner will want to make sure that any changes in the financing terms do not adversely affect its contractual position, but it should not anticipate any immediate financial benefit.

ARTICLE 34

MINI-PERMREFINANCING

In markets where it is not possible (or desirable) to obtain long term financing, the Private Partner may put in place what is sometimes referred to as „mini-perm” financing. The loan will have a short tenor (for example 5 or 7 years) and there is an incentive on the Private Partner and its shareholders to refinance, because the loan terms may require the Lenders to transfer all the available cash (after reserve account funding) in case no refinancing has occurred before the relevant maturity date (and the Lenders may require a gradually increase of the transfer cost (e.g. 25%, 50%, 75%) in the years prior to maturity), or (in the case of a “hard” mini-perm) the existence of an event of default.

ARTICLE 35

REALISING VALUE REFINANCING

35.1 In other circumstances, the effect of changed market conditions and PPP Project developments may be positive, and the Private Partner may seek to obtain more favorable financing terms to get a higher equity return for its Shareholders. Such terms may be available for a number of reasons, such as:

- The market may have greater liquidity and the price of debt may have declined (for instance, after a period of financial crisis or where new lenders want to enter the PPP market);
- As significant risks are considered to arise during the construction period, once the income-generating asset is built and the PPP Project is operational, the risk profile is reduced and the corresponding risk of inability to service debt repayment obligation is perceived to be lower;

- General market conditions have improved (it is possible, for instance, that the jurisdiction concerned have established a good track record in successful PPP Projects and/or the regulatory and political framework may be seen as more stable);
- In the case of “user pays” PPP Projects, the demand may be stronger than anticipated and, therefore, the revenues could be higher, resulting in an opportunity to increase leverage.

35.2. This is the type of refinancing that is more likely to yield a financial benefit for the Public Partner, if the PPP Contract is correctly drafted, and the Public Partner will want to make sure that changes to the documentation, if any, do not adversely affect its contractual position.

ARTICLE 36

PROJECT AMOUNT

The costs for the design and execution of the motorway Ploiești – Brașov (Cristian) were previously estimated at around 1,360 million euros.

ARTICLE 37

THE AMOUNT OF INVESTMENTS ACCORDING TO THE EXECUTION STAGES AND THE DEADLINE FOR PUTTING INTO SERVICE THE ASSET OF THE PUBLIC-PRIVATE PARTNERSHIP

The Private Partner’s investment amounts to **maximum 1.36 billion euros**.

The deadline for putting into service the public-private partnership asset is 48 months from the day on which this Contract is signed.

ARTICLE 39

TARIFFS

38.1. The Public Partner undertakes to observe the cost of investment set in the current Contract.

38.2. The Private Partner does not have the right to change the investment amount unless it is in accordance with the conditions provided in this Contract.

38.3. The contract value may be changed only in the following situations and in observance of a number of conditions:

a. Increase/decrease of the cost elements determined by reference to the inflation index.

b. The change in the investment value will not be retroactive and it will refer only to the period of one year from the adjustment date.

c. The change in the investment value according to the EURO inflation shall be operated after the approval of the EURO inflation rate announced by the National Bank of Romania (BNR) and/or the European Central Bank (ECB).

d. The investment value adjustment to the depreciation of the domestic currency RON will be operated by applying the annual depreciation rate of the domestic currency against the European currency, as announced by the National Bank of Romania (BNR).

e. The change will become applicable only after the written consent of the parties on the issue.

ARTICLE 39

PAYMENTS

39.1. The following aspects are considered for the public-private partnership:

- București – Ploiești Motorway – design, maintenance and operation for a duration of 24 years;

- The public partner may have a 25% contribution to maintenance and operation costs;

- The Private Partner shall have a contribution of at least 75% of the investments cost and the maintenance and operation costs;
- An annual availability payment depending on the traffic on the motorway as compared to the level presented in the substantiation study, during the operation period, of maximum 55 million euros.

ARTICLE 40

ALTERNATIVE PAYMENT MECHANISMS AND RISK ALLOCATION

40.1. The payment mechanism and how the payments under it may be affected is essential to bankability.

40.2. There are three main ways the Private Partner can be paid:

- a) collecting fees from service users;
- b) the availability payment;
- c) a combination of the two.

40.3. The common characteristic is that payment is contingent upon performance.

ARTICLE 41

THE “USER PAYS” MODEL

41.1. In PPP projects using this payment mechanism, the Private Partner provides a service to users and generates revenues by charging users for that service (for instance, toll roads). Therefore, the Private Partner and its Lenders bear the “demand risk” associated with the PPP Project, namely how many users will pay to use the asset. The Parties may as well agree that the costs associated with the occurrence of certain risks be managed by increasing the user fee commensurately and/or extending the term of the PPP Contract.

41.2. The “Government pays” model– In some PPP Projects using this payment mechanism, the Public Partner is the sole source of revenue for the Private

Partner. This is more usual in PPP Projects where the Private Partner has no influence over user demand (for instance, in the case of a hospital or prison) or where user demand will be too low or uncertain to generate sufficient revenue for the PPP Project to be bankable.

41.3. The Public Partner's payments are conditional on the asset or service being available at a contractually-defined quality, regardless of the level of use, and are often termed "availability payments". In this approach, the Private Partner and its Lenders are exposed to the Contracting Authority's credit risk and will assess it carefully.

ARTICLE 42 COMPENSATION

42.1. The compensation event mechanism usually involves the full risk associated to an event on the Public Partner, which means that the Private Partner must be placed in the same position as if the event did not occur.

42.2. Compensation events

The following are usually treated as compensation events:

- a) breach of the PPP Contract by the Public Partner;
- b) delays caused by the Public Partner allowing access to the partner's 'site
- c) legal changes;
- d) delays in approval processes or licensing of third parties;
- e) situations which are not predictable or the consequences of which may not be estimated (e.g. archaeological finds, geological conditions, contaminations, relocation of utilities, latent defects in the existing structures, endangered species);
- f) protest action against the project that may prevent the Partner's contractual performance;
- g) acts of vandalism.

ARTICLE 43

Aid and/or financial compensation to the Partner shall be granted as follows:

- a) When the force majeure event causes a delay in construction, the private partner is allowed an extension of time for the construction stages and/or the necessary completion date and, as the case may be, the exemption from potential liquidated damages to the public partner;
- b) When the events causes service drawbacks or other problems related to the PPP contract performance, the partner will be granted a relief for any deduction that would otherwise be granted under the payment mechanism and the exemption from non-achievement (e.g. exemption from early termination of the PPP contract);
- c) If the event results in an increase of costs (construction or operational) or a loss of revenues to the partner, the partner is granted a full financial compensation from the public partner.
- d) Where the contract is terminated because of the private partner's fault, any amounts payable by the Private Partner in damages, established according to the public-private partnership contract, shall be deducted for the transfer of assets from the compensation amount payable to the Public Partner according to par. (3) of the ordinance;
- e) Where the contract is terminated because of the public partner's fault, the amounts payable by the public partner in damages, established according to the public-private partnership contract, shall be added for the transfer of assets to the compensation amount payable by the public partner in accordance with the paragraph (3).

ARTICLE 44

44.1. Compensation for lost revenues from the projects based on availability is usually quantified by reference to the scheduled operational payments.

44.2. In demand-based projects, in which revenues result from the actual use of the asset, the lost revenues may be difficult to calculate in an objective manner, but this is usually achieved depending on the financial model that is regularly updated

according to the PPP contract taking into account the most recent data regarding the use/demand.

ARTICLE 45

COMMERCIAL FREEDOM

45.1. The Parties agree that this contract does not limit, prevent or forbid the Private Partner from engaging in ancillary activities.

45.2. The Parties agree that all forms of association/engagements referring to and in connection with the above-mentioned ancillary activities between the Private Partner and the Competent Authorities at local and regional level must be entered into with the consent of the Public Partner.

ARTICLE 46

RISKS

The risks associated to the Project are shared between by Contracting Parties, in accordance with the legal provisions, for the entire duration of the current Contract and these risks are included in the Matrix of Risk allocated between the Public Partner and the Private Partner, according to the Annex to the current Contract.

ARTICLE 47

RISK ALLOCATION

47.1. In assessing the likely cost impact, the Parties will identify their reciprocal capacity to bear such a cost and the impact on price, as well as the whether and how the cost impact could be offset or passed on (e.g. via insurance, increasing the price of the service to the end user (for instance, in a toll road) and/or spreading the cost across taxpayers.

47.2. The Lenders will be closely involved in this analysis, and the procurement process must be designed so that the Lenders' bankability issues are reflected in

the bid proposals (potentially resulting in modification of the terms), so that these can be evaluated by the Public Partner during the competitive process and prior to signing the PPP Contract.

47.3. If risks are carefully assessed and transferred to the Party that is best able to control or mitigate them, this should result in a reduction of the overall PPP Project cost and thereby improve the value for money for the Public Partner.

47.4. The Contracting Authority should consider retaining the risk that are not conducive to pricing or assessment by a Private Partner and which the Public Partner is best placed to manage. By doing so, the Public Partner avoids having to pay a risk premium that will be charged by the Private Partner if required to assume such risks.

47.5. The Parties must try to achieve a balanced and reasonable risk allocation in the PPP arrangements, which will provide an appropriate basis for a long-term partnership.

47.6. In order to deliver value-for-money, most PPP Contracts need to run for a significant period of time, typically between 15 and 30 years.

47.7. All stakeholders in a PPP Project will need the comfort that the situations which are beyond their immediate control and which affect contractual performance will be dealt with in a way that allows them to arrive at a mutually acceptable solution.

47.8. Reducing uncertainty should also ensure greater value-for-money, as uncertainty typically attracts a risk premium (as the Private Partner will expect a higher price/return ratio).

ARTICLE 48

WORKS DELAYED DUE TO EXTERNAL REASONS

48.1. The Private Partner assumes the risk of delayed execution of works because of external conditions: power failure, traffic, broken equipment.

48.2. The Private Partner has the obligation to fix as soon as possible the situation that caused the delay or interruption of works.

48.3. In the cases in which resolving the situations referred to in par. 1 depends on the public partner, the latter has the obligation and must carry out the due diligence for rehabilitation.

ARTICLE 49

INSURANCE

49.1. The Private Partner undertakes by this Contract to buy, on its name and on its own expense, a „All risks" insurance policy or an insurance policy having the similar purpose with an insurance company agreed by the Public Partner, in accordance with the existing insurance legal provisions. The insurance will include, but will not be limited to, the following:

- a) insurance against all construction risks;
- b) full civil liability insurance and insurance covering the compensation/wages to employees;
- c) any other insurance policies that may be necessary to protect the Private Partner, its employees and its assets (in case of loss, deterioration or destruction at the replacement value), including in force majeure situations for which an insurance exists.

49.2. The Private Partner undertakes to insure, on its own behalf and at its expense, all the insurable assets transferred to the Public Partner as well as the new assets resulting from the implementation of the Project, for the whole duration of the current Contract.

49.3. At the request of the Public Partner, the Private Partner must produce all certified copies of the insurance policies (or the appropriate confirmations,

certifications, contracts or other evidence admissible as insurance) obtained by the Private Partner, in accordance with the current Contract.

49.4. All the amounts received on the basis of insurance policies shall be immediately used by the Private Partner for repair or renovation works, or for the restoration or replacement of the contract asset or any part thereof that may have been broken or destroyed.

ARTICLE 50

LIABILITY OF THE PARTIES

50.1. Failure by the Contracting Parties to comply with the obligations included in the current Contract attracts the contractual and legal liability of the defaulting party.

50.2. The Parties will be liable for the risks included in the Risk Matrix that is an Annex to the current Contract, which may arise in the course of contract implementation.

50.3. If any of the risks presented in the Risk Matrix occurs, the party that identified the occurrence or imminent occurrence of the risk shall notify the other party in writing, for the purpose of acknowledging the respective risk, as the case may be, by means of an expert review.

50.4. If the delay in implementing the Project is the fault of the Private Partner or the Public Partner, the Parties will cooperate to extend the Project execution deadline.

50.5. The Private Partner will be accountable for the damages to environment that may result from the Project implementation, as required by the legislation in force.

50.6. In the case in which the failure to comply with an obligation is a fault of both the Private Partner and the Public Partner, each Party will be held accountable in a way that is proportionate to their respective part of the blame.

50.7. If, in the course of the Project implementation, there is any deviation from the deadlines and amount of investments set out in the current Contract, the Public

Partner has the right to terminate the Contract, in accordance with the provisions of article 35, paragraph 1, of the Government Emergency Ordinance 39/2018 and withdraw the Land and the Assets that have been provided.

50.8. If a risk that in the risk matrix is entirely allocated to the private partner results in over 3 months of delay in the project implementation, the Private Partner will pay delay penalties of 0.1% per day of the amount of the obligation that is to be executed.

50.9. The company will be criminally liable for the damages to the environment resulting from the project implementation, as required by the existing legislation in force.

50.10. If the Private Partner or the project company fail to fulfill their obligations under the public-private partnership contract or the obligations to the project lenders, the public partner, on its own initiative or upon request of the project lenders, may replace the private partner.

ARTICLE 51

TERMINATION OF CONTRACT

51.1. The Contract is considered terminated, as of right, when the Contract duration set out in the Contract expires or by termination.

51.2. The Contract is terminated on grounds of the Private Partner's default and involves compensation payments by the Private Partner, including:

a) When the Private Partner undergoes a liquidation procedure, or becomes insolvent, or goes bankrupt, or in general stops making payments to its lenders.

b) When, during the Contract implementation period, the Contract asset disappears, by any reason, or deteriorates, which makes the project completion impossible,

- c) When the Private Partner suspends or gives up the operations/exploitation of the contract asset, without the prior consent of the Public Partner, except for the case in which such suspended operation/exploitation is the consequence of the force majeure event and lasts only for as long as the force majeure would last;
- d) In any other cases, if resulting from the law or the Contract.

ARTICLE 52

52.1. In case of default by the Private Partner on the deadlines and the amount of investments, the Public Partner has the right to terminate the Contract by issuing a termination notice.

52.2. Prior to issuing the termination notice to the Private Partner, the Public Partner must inform the Private Partner in a written notice (preliminary notice) about their intentions to issue the termination notice.

52.3. If the breach/default is not settled within 60 (sixty) days from the preliminary notice date (the resolution period), the Public Partner has the right to terminate this Contract by issuing a termination notice.

52.4. The termination date is the date on which the termination notice is issued.

52.5. The resolution period provided in the current contract does not clear the Private Partner's responsibility for the damages caused by breaching the contract or defaulting on its obligations.

ARTICLE 53

CONTRACT TERMINATION ON GROUNDS OF NON-PERFORMANCE

53.1. For the purpose of the current contract, non-performance means the Private Partner's default on its legal or contractual obligations as essential to the public partner for the completion of the contract, the inappropriate execution of such obligations or delaying the execution, including beyond the established deadline, in the situation of deadlines that are anticipated.

53.2. In a non-performance situation, the Contracts is terminated according to the terms in the current article.

53.3. If the public partner identifies a non-performance case, it will notify the Private Partner to remedy the non-performance or to find solutions to remedy the non-performance, as the case may be, within a period of time established in the notice.

53.4. If at the end of the remedy period established in the notice the Private Partner failed to remedy the non-performance or find solutions to remedy the non-performance, as the case may be, the partner has the right to consider the contract as rightfully terminated, with no other prior formality.

ARTICLE 54 WITHDRAWAL

54.1. The public-private partnership contract is an administrative contract and may be terminated in case it is required for the national or local interest, by withdrawal of the contracting public authority which pays a fair and prior compensation, in case of disagreement the judicial court having the power to settle the matter.

54.2 For exceptional reasons related to the public interest, the public partner may unilaterally change or, as the case may be, withdraw from the public-private partnership contract, and it can do so by observing the following conditions:

- a) this possibility, including the categories of exceptional reasons related to the public interest, was included in the tender documents in a clear, precise and unequivocal way, as well as in the public-private partnership contract;
- b) the change in the contract does not alter the generic nature of the initial contract;
- c) with a prior notice to the private partner, the project company and the PPP project lenders.

54.3 If the change in or the withdrawal from, the contract creates a prejudice to the Private Partner, the latter has the right to a fair compensation, established in accordance with the provisions of the public-private partnership contract.

ARTICLE 55

TERMINATION OF CONTRACT – SPECIAL CONDITIONS

The early termination of this Contract may be usually triggered by the following events:

- (1) implicitly by the Private Partner;
- (2) a default of the Public Partner;
- (3) unilateral (or voluntary) decision of the public partner;
- (4) a force majeure event that continues;
- (5) lack of insurance or occurrence of an uninsurable risk;

55.1. Implicitly by the Private Partner

- a) insolvency / bankruptcy of the Private Partner;
- b) the failure of the private partner to achieve certain milestones;
- c) the failure of the private partner to provide services at the agreed standards;
- d) the failure of the private partner to contract the necessary project insurances;
- e) the breach by the Private Partner of the restrictions regarding the ownership change of the transfer of contract;
- f) a serious violation of this Contract by the Private Partner;
- g) fraudulent or corrupt by the Private Partner;
- h) in rare cases, a major involvement of the Private Partner in the loan agreement.

55.2. Default of the Public Partner

This Contract contains a detailed list:

- public partner's failure to make the necessary payments to the private partner;
- a breach of the current Contract by the Public Partner which prevents the Private Partner for performing;

- expropriation or confiscation of the asset or the activity of the public partner;
- a breach by the Public Partner of the restrictions on the right to transfer the contract.

ARTICLE 56

HANDOVER/TRANSFER OF THE PPP PROJECT ASSET

56.1. Upon termination of this Contract, within 90 (ninety) days, the Private Partner has the obligation to handover with no cost to the Public Partner, based on a report that shows that the asset is transferred and received, respectively, under the reserve of a normal wear-and-tear, the public-private partnership project asset, together with the land, the whole equipment, installations and assets built by the Project, all in good condition, ready to be used and free of any encumbrances, vice or obligations.

56.2. Upon termination of this Contract, the Private Partner has the obligation to transfer to the Public Partner, free of charge, all the technical, design and engineering documents and other types of documents that relate to the public-private partnership contract object, the production and personnel registers and logs, as well as any other documents related to the operation of the public-private partnership asset.

56.3. The Private Partner will take all steps and conduct all necessary transactions, including the registration of acts of judicial nature for the purpose of handing over the public-private partnership asset to the Public Partner.

56.4. The Public Partner undertakes to bear any handover-related costs incumbent upon the Public Partner according to the law.

56.5. Any disagreement or misunderstanding between the Parties, that may arise in with regard to the handover of the public-private partnership assets shall be amicably settled according to the terms of the current contract, the legislation in force or, as the case requires it, in court.

56.6. If, during the period of this contract, causes may arise (e.g. changes in law and/or other exceptional events) resulting in the interruption of the project works provided in the contract, all the investments, irrespective of their nature, made by the Private Partner or its associates, shall be assessed by mutual agreement to decide what remains under the public ownership and what will be the fair compensation to the private partner and/or its associates.

ARTICLE 57

FORCE MAJEURE

57.1 The force majeure is understood as an external event that is unpredictable, unbeatable and unquestionable and occurs after the Contract signing date, which makes it impossible for the Contract or a part thereof to be implemented and exonerates the party invoking it.

57.2. Force majeure events can include natural disaster events (earthquakes, floods, landslides), wars, revolutions, embargoes etc.

57.3. Any obligation of any Party, except for a payment obligation, shall be temporarily suspended for the time that the respective Party has the incapacity to fulfill that obligation as a result of a force majeure situation, but only within the limits of the incapacity to fulfill such an obligation.

57.4. In the case of a force majeure event, the Party that assesses the suspension of obligations will notify the other Party within 5 (five) days from the event, producing all the documents issued by the competent authorities to prove the force majeure.

57.5. If the Parties fail to reach an agreement on the occurrence or the continuation of a force majeure event, the litigation will be settled in accordance with article 65 of this Contract.

57.6. In addition, the party that invokes it has the obligation to communicate within 5(five) days the date on which the force majeure situation ceases.

57.7 If the Party that invokes the force majeure does not notify that the force majeure occurred and stopped, it will bear the damages caused to the other by the lack of notification.

57.8. The burden of proof in with regard to the occurrence or existence of such an event of force majeure belongs to the Party that requests to be relieved and/or exonerated from liability on grounds of force majeure.

57.9. The Contract execution shall be suspended beginning with the date on which the force majeure occurs and as long as it continues, with no prejudice to the rights of the parties.

57.10. If the force majeure and/or its consequences require that the current Contract be suspended for a period of more than 90 days, the parties shall meet within no more than 10 days from the end of this period to agree on how to continue, change or terminate the contract.

ARTICLE 58

CHANGE in law

58.1. A “change in law” is the approval and implementation, by any Authority, after the date on which this Contract is signed, of any law, statute, regulation, order, mandatory standard or otherwise any legal instrument, or any interpretation or decision that is issued and has a mandatory effect, applicable to the Parties.

58.2. Each Party may notify the other Party on the occurrence of a change in law.

58.3. Within 30 (thirty) after the receipt of a notice about a change in law, the Party receiving the notification shall make proposals to revise the Contract so that the positions of the Parties prior to the change in law can be restored ("Proposal for remedy").

58.4. The Party affected by the change in law, the Public Partner and the Private Partner shall discuss and agree on the above-mentioned aspects and on any ways in which either Party can, if applicable, mitigate the effect of the qualifying change in law, including, in relation to the Private Partner:

- a. Providing evidence that the Private Partner has used reasonable endeavors (including, where practicable, the use of competitive quotes) to oblige its subcontractors to minimize any increase in costs and maximize any reduction in costs;
- b. Demonstrating how any capital expenditure to be incurred or avoided is being measured in a cost effective, including showing that when such expenditure is incurred or would have been incurred, the changes in law at that time have been taken into account by the Private Partner;
- c. Giving evidence as to how the qualifying change in law has affected the prices charged by any similar businesses to the PPP Project.

58.5. After the notice on the change in law and proposals to revise this Contract by the Private Partner, the monitoring commission has to assess the change of the financial position resulting from the change in law and may make recommendations to the Public Partner, which in its turn will assess and choose the optimal solution within 30 (thirty) days from the day on which recommendations are received.

ARTICLE 59

CONSEQUENCES OF A QUALIFYING CHANGE IN LAW

59.1. If the Parties followed the procedure set out in paragraphs (3) and (4) of article 58, then:

- a) The affected party [i.e. the Private Partner] shall be excused from the performance of its obligations under the PPP Contract to the extent it is prevented, hindered or delayed in such performance by the Qualifying Change in Law;
- b) If the Qualifying Change in Law has occurred before the service commencement date, the scheduled services commencement date shall be postponed to take into account the effect of such Qualifying Change in Law;
- c) The Parties shall agree on the amount and payment of any compensation to reflect the estimated change in Project costs as adjusted to take into account the actual increase or reduction in costs reasonably incurred or obtained as a result of the Qualifying Change in Law, [provided that no compensation shall be made in relation to a qualifying change in law under this clause, unless the claiming Party can demonstrate the aggregate impact of all Qualifying Changes in Law that occurred during [insert relevant period of time, e.g., one calendar year] exceeds [insert amount].

59.2. In the event that the notice and relevant information are not provided within the periods referred to under par. (1) above, the affected Party shall not be entitled to any compensation or relief from its obligations under the PPP Contract in respect of the period for which the information is delayed.

ARTICLE 60

SISTEMUL DE PENALITĂȚI

60.1. This Contract provides for three types of penalties: firstly, the deductions applied for the case in which the motorway is not fully and unrestrictedly opened to the traffic; secondly, deductions that apply in the situation in which the Private Partner fails to fulfill its obligations under the contract (services are not provided at the level of services set out in the contractual provisions), and thirdly, the public partner may apply penalties for the situation in which the motorway is open to traffic but there are still considerable works to do that are not finalized.

60.2. The system of penalties is designed in such a way to encourage the Private Partner to do all the necessary maintenance works – the longer the traffic interruption and the bigger the impact on the end users, the higher the deductions from the availability payments. The penalties will be higher in summer and winter, as well as on Fridays, Saturdays, Sundays, legal holidays and during the daytime (between 06:00hrs and 22:00hrs).

60.3. The bigger the closed road section will be, by judging on the number of lanes remained available or depending on where the closures are located, the higher the deduction will be; similarly, the level of deductions increases for extended and prolonged traffic restrictions. Examples of how the Private Partner is encouraged to minimize the discomfort created to users include:

- a. No deductions are charged if works are carried out during the night, where two lanes are available for traffic in one sense, but the emergency band is not available.
- b. Works carried out during the day increases the level of applicable deductions per hour by a multiple of 3, as against the deductions that apply for works during the night.
- c. For works carried out in summer and winter seasons the level of applicable deductions per hour shall be double, as against the case in which works are carried out in spring or summer time.

60.4. The Private Partner must observe the level required for the service both in respect of the road end user and the authority, otherwise the authority being entitled to apply deductions from the availability payments. The obligation to provide the services consists in the management, exploitation and maintenance of the motorway according to the two categories below:

- Non-conformities with regard to the performance requirements, affecting the safety of users;
- Non-conformities with regard to the performance requirements, not affecting the safety of users.

ARTICLE 61

LITIGATIONS

61.1. The Parties to the current Contract shall use all endeavors to amicably solve any misunderstanding or dispute that may arise, in respect of or in relation with the Contract implementation.

61.2. Any conflict or misunderstanding between the Parties that may arise in respect of the interpretation or the implementation of this Contract shall be settled, to the extent possible, by agreement between parties, and the Parties agree to use all endeavors in good-faith to reach such an understanding.

61.3. Either Party may request the dispute to be settled amicably. Upon such request, the Public Partner and the Private Partner shall meet as soon as possible at a time that is mutually convenient and, in any case within 15 (fifteen days) from the request date, to discuss and try to amicably settle the dispute.

61.4. If the litigation is not settled amicably, within 15 (fifteen) days from the meeting of the Parties, the litigation shall be settled by the competent Romanian courts.

61.5. Whether or not the judicial procedure set out under the current Contract is ongoing, the Private Partner shall continue to execute its rights and obligations in respect of the Project.

ARTICLE 62
GOVERNING LAW

This Contract and the relationships between the parties are governed by and shall be construed in accordance with the laws of Romania.

ARTICLE 63
LANGUAGE

63.1. The current contract has been drafted in Romanian Language.

63.2. All notices must be released in accordance with the current Contract and all communications, documents, addenda and procedures which correspond to the current Contract shall be written in Romanian language.

ARTICLE 64
FINAL PROVISIONS

64.1.Contract Validity. This Contract (with Annexes) contains a full narrative of the terms agreed by the Parties in respect of the contents, the matters for which it was designed, dismissing any other agreement or Contract on these issues that may have been entered to by the Parties, and cannot be changed verbally.

64.2.Notices. All notices and other communications related to this Contract will be communicated only in writing to the Parties and will be considered as received by the Parties at the time that they are delivered by postal services against proof of receipt.

64.3. Changes. Any change or addition to this Contract shall be made by means of an addendum, that will reflect the specific agreement of both Parties.

64.4.Waivers. Either Party can waive, based on a mutual agreement with the other Party, any of the contractual clauses. Such waiver shall not be considered a waiver in respect of a different clause to the one in question. Any such waiver must be submitted in writing and signed by both Parties. To the extent permitted by the law and this Contract, the fact that either Party does not exercise, or delays the exercise of a right under this Contract, shall not be viewed as a waiver in respect of that right. Moreover, the individual or partial exercise of a right shall not prevent exercising that right in the future.

64.5.Confidentiality. The Parties undertake under the current Contract to preserve the confidentiality of all technical, commercial or other type of mentions, records, data, reports, documents and information of which they become aware in the course of the current Contract and specifically and unequivocally commit to not disclose them to any persons governed by private law, public institutions and authorities, except in the situations specifically provisioned by the law.

64.6.Binding effect. The Parties undertake to cooperate in good faith with regard to any revisions, amendments/supplements and any other revising acts if both parties agree that such acts are necessary are appropriate.

64.7.Partial validity.Should any provision of this contract become non-valid or non-enforceable, that provision (to the extent that it is non-valid and non-enforceable) shall be considered as not bearing any effects and therefore not be included in this Contract, without prejudice to the other provisions in the contract. In this situation, the Parties shall use all reasonable endeavors to replace the contractual provision that is not valid or enforceable, with a valid and enforceable one, the effect of which must be the closest possible to the desired effect of the provision that proved not valid and not enforceable.

64.8.Substantive Contract. This Contract shall govern all the Project aspects and the contractual relationship between the Parties, connected to the Project. The Private Partner shall take the necessary measure so that the implementation of and

performance under other Project Contracts of the Private Partner do not restrict, prevent or cancel the fulfillment of its obligations under the current Contract. In case of any conflict between this Contract and any other Project Contract, the current Contract and all the aspects related to its interpretation shall prevail.

64.9. The current Contract may be revised during the Contract implementation period only in accordance with the provisions of article 36 corroborated with article 25 par. 17 of the Government Emergency Ordinance 39 /2018 on the public-private partnership;

64.10. The current Contract will be notarized and registered. The respective expenses shall be borne by the Private Partner.

64.11. The current Contract becomes effective on the date on which it is signed.

64.12. The current contract has been concluded and signed in [insert number] original counterparts, in Romanian, all of them deemed to have legal power.

SIGNATURES OF THE PARTIES

NATIONAL COMMISSION
FOR STRATEGY AND PROGNOSIS

PRIVATE PARTNER

I, the Undersigned **CHIRON CORINA-CORNELIA**, sworn translator and interpreter for English and French, **Authorization nr. 30798** of January 21, 2011, issued by the Romanian Ministry of Justice, certify the exactness of the English translation, that the text of the Romanian document presented to me was translated in full, with no omissions, and that the contents and meaning of the text were not distorted in the translation process. The document requested for full translation has 60 pages calculated as 1,800 signs in Word format, it is entitled **PUBLIC-PRIVATE PARTNERSHIP FRAMEWORK-CONTRACT "PLOIEȘTI-BRAȘOV MOTORWAY"** and was presented to me in full, in electronic format.

The translation has 60 pages in hard copy and was processed pursuant to the written request which is registered and kept in our archive.

SWORN TRANSLATOR AND INTERPRETER

Subsemnata **CHIRON CORINA-CORNELIA**, interpret și traducător autorizat pentru limba/limbile străine **engleză și franceză**, în temeiul **Autorizației nr. 30798** din data de **21.01.2011**, eliberată de Ministerul Justiției din România, certific exactitatea traducerii efectuate din limba **română** în limba **engleză**, că textul prezentat a fost tradus complet, fără omisiuni, și că, prin traducere, înscrisului nu i-au fost denaturate conținutul și sensul. Înscrisul a cărui traducere se solicită în întregime are 60 pagini calculate în format Word la 1800 ccs, poartă denumirea de **CONTRACT CADRU DE PARTENERIAT PUBLIC-PRIVAT AUTOSTRADA PLOIEȘTI-BRAȘOV** și mi-a fost prezentat în întregime, în variantă electronică.

Traducerea înscrisului prezentat are un număr de 60 pagini fizice și a fost efectuată potrivit cererii scrise înregistrate și păstrate în arhiva subsemnatei.

INTERPRET ȘI TRADUCĂTOR AUTORIZAT