



CFR NETWORK STATEMENT - 2021

**ANNEX 28.a** **FRAMEWORK LEASE CONTRACT ON THE SPACES FOR THE ADEQUATE ARRANGEMENT OF THE TICKETING SERVICES (TICKET VENDING MACHINES) OR OF THE INFORMATION COUNTERS**

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COMPANIA NATIONALA DE CAI FERATE CFR SA

## **Content**

Cap. I.	CONTRACTING PARTIES .....	3
Cap. II.	PURPOSE OF THE CONTRACT.....	3
Cap. III.	PERFORMANCE OF THE IMPROVEMENT/TEMPORARY CONSTRUCTION WORKS AT THE SITES .....	4
Cap. IV.	CONTRACT DURATION .....	4
Cap. V.	LEASE, PAYMENT MODALITIES AND PENALTIES.....	5
Cap. VI.	LESSOR'S OBLIGATIONS .....	6
Cap. VII.	LESSEE'S OBLIGATIONS .....	6
Cap. VIII.	FORCE MAJEURE.....	8
Cap. IX.	OTHER OBLIGATIONS .....	8
Cap. X.	SPECIAL CLAUSES ON THE EVICTION AND THE PROHIBITION TO USE THE LEASED ASSET BY THE LESSOR IF THE LESSEE DOES NOT PAY THE LEASE .....	9
Cap. XI.	CEASE AND TERMINATION OF CONTRACT .....	9
Cap. XII.	DISPUTES.....	10
Cap. XIII.	COMMUNICATIONS .....	10
Cap. XIV.	FINAL PROVISIONS.....	11

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## **FRAMEWORK LEASE CONTRACT** **on the spaces for the adequate arrangement** **of the ticketing services (ticket vending machines) or of the information counters**

### **Cap. I. CONTRACTING PARTIES**

This Lease Contract was concluded between: Compania Națională de Căi Ferate "CFR" – SA, set up by means of the Government Decision no. 581/1998, headquartered in Bucharest, 38 Dinicu Golescu Blvd., 1st district, registered with the National Trade Register Office under no. J40/9774/1998, single registration code 11054529, represented by the Regional Railway Branch ....., registered with the National Trade Register Office under no. J/....., single registration code ....., headquartered in ....., ..... Street, no. ...., ..... district/county, the holder of the bank account no. ...., opened with ....., represented by Mr./Mrs. ...., holding the position of Director, in its capacity as LESSOR,

**AND**

S.C. ...., headquartered in ....., ..... county, registered with the National Trade Register Office under no. J ....., single registration code ....., the holder of the bank account no. ...., opened with ....., represented by Mr./Mrs. ...., holding the position of ....., in its capacity as **LESSEE, on the basis of the** ..... **Minutes no. ...., of** .....

### **Cap. II. PURPOSE OF THE CONTRACT**

**Art.1** The purpose of the contract shall be the use of the space(s) with an area of ..... m2, and/or of the plot/plots of land with an area of ..... m2, owned by the LESSOR, situated in ....., position no. .... in the urban planning drawing, according to its (their) destination as follows: .....

**Art.2** The handing-over of the leased property shall be recorded in a report, which shall be an integral part of this Contract, to be concluded within 10 working days from the date of the conclusion of the Contract. If the LESSEE does not come to the headquarters of the LESSOR within the above-mentioned period of time, the Contract shall be terminated ipso jure, and the Performance Bond shall be withheld as damages.

### **Cap. III. PERFORMANCE OF THE IMPROVEMENT/TEMPORARY CONSTRUCTION WORKS AT THE SITES**

**Art. 3** The improvements/temporary constructions to be performed by the Lessee ....., with an estimated value of RON ....., shall consist of .....

**Art. 4** The improvements/temporary constructions shall be performed on the basis of the Detail Design Documents endorsed/prepared by a designer approved by the LESSOR, whereas the expenses shall be borne by the LESSEE.

Within 15 days from the date of the handing-over of the leased property, the economic operator shall send to the headquarters of the Regional Railway Branch the Detail Design Documents for the improvements/temporary constructions, accompanied by a Bill of Quantities and an estimate of the period of time for the work performance.

The approvals required by the laws in force for the performance of the improvements/temporary constructions shall be obtained by the LESSEE.

If the improvements/temporary constructions are to be performed in locations situated in buildings classified as historic monuments/in their protection area, the Designer shall comply with the laws in force on designing/performing works in this category of buildings.

**Art. 5** The improvements/temporary constructions shall be performed within 90 days from the date of the endorsement/the preparation of the design by an authorized designer, agreed upon by the LESSOR, but not later than ....., whereas their distribution per successive periods of performance shall not exceed the above-mentioned deadline.

The failure to completely or partly perform the improvements/temporary constructions within the set-down period of time shall lead to the termination of this Contract, and the improvements/temporary constructions having been performed by the time of the termination shall be the property of the LESSOR without any damages.

The temporary constructions performed by the Lessees shall be removed upon the expiry of the duration of the Contract, at their own expense.

**Art. 6** The improvements/temporary constructions performed by the LESSEE with respect to the asset covered by the Lease Contract shall be written off during its validity period.

Upon the completion of the amenity works, there shall be prepared an acceptance report to be signed by both Parties, and the value of the improvements shall be determined on the basis of the documents-in-proof for the works on the leased real estate, in terms of quantity and value, in accordance with the approved design.

**Art. 7.** Upon the termination of the Lease Contract (for whatever reason), the improvements/temporary constructions performed for the leased real estate shall become the property of the LESSOR without any obligation for the payment of their equivalent value.

### **Cap. IV. CONTRACT DURATION**

**Art.8** The space/plot of land shall be leased for a period of ..... months/years from the conclusion date of the handing-over report of the real estate ....., until the date of .....

If this Lease contract expires during the period of time between two consecutive tenders, an addendum may be concluded for extending validity the period of this Contract, until the date of the first tender organised after the expiry of the Contract.

## **Cap. V. LEASE, PAYMENT MODALITIES AND PENALTIES**

**Art. 9.** The lease shall be ..... RON/sqm/month plus VAT. The total amount of the lease monthly owed by the LESSEE shall be ..... RON/month plus VAT calculated in accordance with the legal provisions.

During the performance of the improvement works, the LESSEE shall pay only the equivalent value of the utilities used over a period of time established in accordance with Article 5 Chapter III.

The payment of the lease set down under the Contract shall not be conditioned by the obtaining of the necessary permits for the carrying-out of the LESSEE's activities, which is its task.

The lease shall not include the payment for the utilities or for the other services at the leased site. For the utilities and services, this Contract shall grant the right of access to utilities (depending on the existing capacity reserves), but there shall be concluded separate contracts with the service suppliers in the area of the Regional Railway Branch.

**Art. 10.** The fiscal invoice representing the equivalent value of the first lease shall be issued at the date of the site handing-over report and shall be paid within 15 calendar days from its issuance date.

**Art. 11.** The fiscal invoice representing the equivalent value of the lease, starting with the second month of the lease, shall be issued by the LESSOR between the 20th – 25th day of each month for the next month, and shall be paid until the due date, until the 15th day of the month which the invoice refers to. If the 15th day of the month and the due date of the invoice is not a working day, the invoice shall be issued and, respectively, shall have to be paid on the first working day following that date.

The account to which the invoice has to be paid shall be communicated by means of an annex to the invoice. If the Lessee wants to make the payment in cash, it shall be made at the cash desk of the unit closest to its place of residence/headquarters (indicated in the same document attached to the invoice).

**Art.12** The invoices shall be personally taken over by a delegate appointed by LESSEE from the LESSOR's headquarters or, in the case of failure to show until the 1st (first) day of each month, they shall be sent by mail with an acknowledgment of receipt, whereas the mail charges shall be borne by the LESSEE.

**Art. 13.** The non-payment of the lease shall trigger the payment of penalties of 0.10% per day calculated on the amount due until the date of the full payment of the outstanding amount.

The penalties shall be calculated from the day following the due date. The total penalties for the late payment may exceed the total amount on which they are calculated.

When the payment of the lease is delayed by more than 30 days, the Contract may be terminated by the LESSOR. In case of termination, the right to use the site shall cease and the provisions of Chapter X of this Contract shall apply.

The annual renegotiation of the lease shall be performed by the ex-officio indexing, by increasing, of the lease with the inflation index corresponding to the group of the activities specific to the Contract and communicated by the National Institute of Statistics.

The lease set down in the object awarding document shall be yearly indexed, by increasing, with the inflation index corresponding to the group of the activities specific to the Contract and communicated by the National Institute of Statistics.

The indexing shall be ex-officio performed, without any addendum to the Contract, and shall be applied to the lease for the month following the completion of one year from the conclusion date of the Lease Contract, for the entire duration of the Lease Contract.

The Lessee shall notify the Lessee with regard to the lease increase.

If, during the duration of the Lease Contract, there are registered on the real estate market significant increases in leases that are not covered by the increase in the lease by applying the inflation index communicated by the National Institute of Statistics, the new lease shall be established by an assessor authorized by ANEVAR (The National Association of Assessors in Romania).

## **Cap. VI. LESSOR'S OBLIGATIONS**

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**Art.14** The LESSOR shall:

- a) give over on the basis of a handing-over report the site mentioned at Chapter II Article 1 of this Contract, within 15 days from the conclusion date of the contract;
- b) carry out the repairing works to be performed by it in accordance with the law;
- c) provide - against payment, according to the technical possibilities, on the basis of a contract - the supply of the utilities to the LESSEE, only during the validity period of the Lease Contract;
- d) monitor the progress of the Contract and verify the modality in which the Contract clauses are complied with by the LESSEE;
- e) refrain from anything which would have as a consequence the disturbance of the utilization by the LESSEE of the asset to which the contract relates as long as the LESSEE complies with its obligations under the Contract;
- f) fully return to the LESSEE, at the end of the Contract duration, the Performance Bond set up in accordance with Article 15(n), if there are no debts unpaid by the LESSEE. In case of the existence of outstanding debts, the LESSOR shall retain the relevant amount from the Performance Bond.
- g) return the Performance Bond in the event that the Lessee cannot get from the local authorities the building permit required for placing some temporary constructions or fences on the plot of land due to the fact that CFR does not hold for the leased real estate a certificate attesting the ownership title, a land register excerpt, but only evidence attesting the property (expropriations/official gazettes, etc.).
- h) notify the LESSEE, by 30 days before releasing the site, when the interests for operating or modernising the buildings or premises of the Lessor require their release.
- i) Identify, in the case of modernisation works, the possibility of relocating the premises/plots of land under the lease contracts in force to other premises or plots of land during the duration of the relevant works with the same destination within the relevant stations, according to the availability of the surfaces that are free and unaffected by the works on the basis of the economic criteria which have led to the conclusion of the initial contracts, for the natural or legal persons having no debts to the Regional Railway Branch. The identification shall be performed on the basis of the proposal of the division that initiated the contract, endorsed by the Legal Office and the Deputy Economic Director, by complying with the charges, surfaces and the validity period of the Contract and with all the clauses of the Contract.

## **Cap. VII. LESSEE'S OBLIGATIONS**

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**Art.15** The LESSEE shall:

- a) use the leased asset in accordance with its destination set down in the Contract, on the basis of the permits and authorizations necessary for the carrying-out of the activity, whereas they shall be obtained by the LESSEE;
- b) carry out on time and under good conditions the maintenance and current repairing works, whereas the LESSEE shall be liable for all the damages to the leased asset and the losses caused to the LESSOR during the validity period of the Contract. He shall ensure the cleanliness inside and around the leased asset;

- c) ensure the guarding of the asset, comply with and be liable for the application of the legal provisions in force regarding work safety, fire protection and environmental protection. Any fines or penalties imposed by the competent authorities with regard to the leased premises/plots of land, for the non-compliance with the provisions of the preceding paragraph, shall be borne by the LESSEE.
- d) not block the access ways intended for passenger flow;
- e) pay the financial obligations under the terms set down in the Contract;
- f) Upon the expiry of the period for which the Contract was concluded, upon its termination or upon its rightful termination, the Lessee shall release and hand over the leased asset in good condition, together with all the investments and improvements performed during the carrying-out of the Contract, without any compensation, on the basis of a report concluded with the LESSOR;
- g) conclude a separate contract for the utilities, for a period of time equal to the validity period of the Lease Contract and pay them within the set-down deadline. The Lessee shall come within 5 working days from the conclusion date of the Lease Contract in order to conclude the utilities supply contract.
- j) notify the LESSOR in writing, at least 60 days in advance, in the case of the unilateral termination of the Contract;
- i) There shall be forbidden the assignment of the Contract or the utilisation of the premises leased under the Contract in common with third natural or legal persons without the express prior consent of the LESSOR;
- j) not carry out advertising and publicity actions without the express prior consent of the LESSOR;
- k) Without the prior written approval of the LESSOR, there shall be forbidden any transformations, new buildings or additions to the existing ones. In case of the non-compliance with this clause, the constructions and additions shall be removed upon the request of the LESSOR, at the LESSEE's expense, or shall be retained by the LESSOR, whereas the LESSEE shall have no right to claim damages;
- l) In case of destruction of the leased asset, out of the LESSEE'S fault, he shall pay to the LESSOR a compensation equal to its value, updated at the moment of the damage, and damages;
- m) permit the access of the LESSOR to the leased premises for the verification of the utilisation modality, in accordance with its destination;
- n) set up a Performance Bond in an amount equal to three times the monthly lease (lease value, VAT included) within 5 days from the tender awarding, an amount to be yearly updated, together with the increase in the lease, due to the annual renegotiation of the lease, or whenever the lease is changed, by maintaining the ratio corresponding to three leases. In the event of the non-compliance with the period of 60 days for the unilateral termination of the Contract by the LESSEE, the Performance Bond shall be retained by LESSOR;
- o) conclude a guarantee contract (as set down in the Annex), as a surety for the payment of the lease, within 15 days after the conclusion of the Contract.
- p) The LESSEE shall be liable for all the damages caused by fires to the leased premises, if he cannot prove that they were caused by unforeseen circumstances;
- q) The LESSEE shall defend the leased asset against misuse, and notify the LESSOR in due time with regard to any attempt of misuse. In the absence of such a notice, the LESSEE shall be liable for the damages incurred by the LESSOR;
- r) release the used premises when the interests of operating or modernizing the buildings or premises of the Lessor requires their release, within 5 days after the expiry of the notice period of 30 days.
- s) ensure public order in the area of the railway tracks. In the event of a complaint by the Transport Police with regard to the disruption of public order by the LESSEE's clients, the LESSOR shall reserve the right to invoke the rightful termination of the Contract;

- t) remove, upon the expiry of the validity period of the Contract, at its expense, the temporary constructions raised by it;
- u) comply with the Decisions of the Local Council at the level of local authorities as far as its duties and responsibilities for complying with the environmental conditions are concerned.

## **Cap. VIII. FORCE MAJEURE**

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**Art. 16** Unless they have expressly provided otherwise, none of the Parties to this Lease Contract shall be liable for the non-compliance and/or improper compliance, totally or partially, with any obligation under this Contract, if the non-compliance or improper compliance with the relevant obligation was caused by force majeure as established by the competent authority. Moreover, war and general strike shall be considered force majeure.

The Party invoking the relevant case (natural calamities, legal restrictions, etc.) shall promptly and fully notify the other Party with regard to its occurrence and take whatever measures are available to it in order to limit the consequences of that event.

If, within 15 days from the date of its occurrence, the relevant case does not cease, each Party shall have the right to notify the other Party of the rightful termination of this Lease Contract, whereas no Party shall have the right to claim damages from the other Party.

## **Cap. IX. OTHER OBLIGATIONS**

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**Art.17** The LESSEE shall bear the ratio, which is directly proportional to the areas used, of the costs incurred by the LESSOR for ensuring the security and sanitation services.

**Art.18** The tacit relocation shall not operate, the transfer or receipt of any amounts in the account of the LESSOR cannot have the effect of prolonging or amending its clauses.

**Art.19** Without other formalities, upon the expiry of the period of time for which the Contract was concluded, the LESSEE shall release the leased asset within 5 days. The leased premises shall also be released within the same period of time of 5 days upon the termination or expiry of the notice period of 30 days granted by the LESSOR.

After the expiry of the 5-day deadline set down at paragraph 1, the LESSOR shall, without other formalities, evict the LESSEE, at the expense of the latter, and the LESSEE shall lawfully be in delay upon the expiry of the period of time for which the Contract was concluded, in accordance with Article 1523 of the New Civil Code.

**Art.20** The Parties shall precisely and in good faith execute this Contract. In accordance with the provisions of Article 1523 of the New Civil Code, "the debtor of the obligation to be complied with is in delay, by the effect of the law, as regards the compliance with the deadlines set down in the Contract, without any special notice in this regard."

**Art.21** The LESSEE shall pay damages to the LESSOR for the period of occupying the site after the expiry of the period of time for which the Contract was concluded or upon the cease or termination of the Contract. The payment of damages shall not have the effect of tacit relocation and shall not affect the right of the LESSOR to evict the LESSEE in accordance with Article 19.

These damages shall be equal to twice the monthly lease and the relevant VAT for each month until the release of the leased asset. Moreover, the LESSEE's Performance Bond shall be retained. The payment of damages shall not affect the right of the LESSOR to initiate the eviction.



## **Cap. X. SPECIAL CLAUSES ON THE EVICTION AND THE PROHIBITION TO USE THE LEASED ASSET BY THE LESSOR IF THE LESSEE DOES NOT PAY THE LEASE**

**Art.22** If the LESSEE shall occupy the premises/the plot of land leased under this Contract, the LESSOR shall use the eviction procedure set down at Articles 1033-1048 of the New Civil Code.

**Art. 23** In the case of the non-payment of the lease for a period of time of more than 30 days from the due date of the invoice, the LESSEE shall release the occupied premises.

**Art. 24** If, within 2 working days from the receipt of the notice for the rightful termination of the Contract, the LESSEE does not comply with its obligation to release the leased asset, the LESSOR shall notify it through the bailiff, whereas the notice shall specify that, if the LESSEE does not come at the date, time and place set down in the notice for eviction, there shall be initiated the administrative eviction procedure against it in the presence of at least one witness who will sign the minutes for the eviction of the fixed assets from the precincts of the asset leased under the Contract, and in the presence of the representatives of CFR.

**Art. 25** If he is not present at the time, date and place set down in the notice specified at Article 24, the LESSEE's assets shall be stored in a closed place, for which the LESSEE shall pay a storage charge at the level of CFR's charges until they are taken away. The LESSEE shall be notified with regard to the storage place.

**Art. 26** If the LESSEE does not take its assets from the storage place during a period of time of more than 30 days, the LESSOR shall reserve the right to sell the assets within a public tender in order to recover the damages. If there were obtained at the tender amounts in addition to the damages caused to the LESSOR, the LESSOR shall transfer the additional amount to the bank account of the LESSEE.

**Art.27** In case that the LESSEE does not pay the outstanding debts representing the equivalent value of the lease/penalties, and there has been identified within the enforcement procedure no movable and immovable property to represent the purpose of an enforcement action, and the temporary construction built on CFR's land (the value of the temporary construction shall be established by an assessor authorized by ANEVAR) could not be sold, the LESSOR can adjudicate by compensation (taking-over in exchange of the debenture) the temporary construction raised by it on the leased land.

## **Cap. XI. CEASE AND TERMINATION OF CONTRACT**

**Art.29** This Lease Contract shall cease by effect of the law, without the intervention of any court, in the following cases:

- a) upon the expiry of the period of time for which it was concluded;
- b) when during the contract duration, there appears a case of force majeure found out and invoked pursuant to Article 16 of the Contract;

The Contract shall also cease upon the mutual agreement of the Parties. The Party invoking the termination of the Contract shall notify the termination cause to the other party by 15 days before the date on which it is to produce its effects.

**Art.30** The Contract shall be terminated by effect of the law, without the intervention of any court, commencing with the date of the notice sent by means of a letter with acknowledgement receipt, without a judiciary decision delivered in this respect, in the following cases:

- a) the non-performance, modification, in whole or in part, of the purpose of the Contract by the LESSEE or the change of the destination of the asset without the consent of the LESSOR;
- b) the failure to comply with the contract obligations;

- c) the failure of the future LESSEE to sign the premises handing-over report within 15 days from signing the Contract, the LESSOR retaining the Performance Bond as damages;
- d) the failure to set up the Performance Bond in accordance with Article 15 letter (n) or the failure to conclude the guarantee contract within the deadline set down;
- e) the non-payment of the financial obligations within 30 days from the due date;
- f) the failure to accept the annual renegotiation of the lease, by the ex-officio indexing, by increasing, of the lease with the inflation index corresponding to the group of the activities specific to the Contract and communicated by the National Institute of Statistics;
- g) if one party is declared be in payment default or went into liquidation or bankruptcy;
- h) the unilateral termination of the Contract by one of the Parties based on a prior notice of 60 days;
- i) when the interests for operating or modernising the buildings or premises of the LESSOR require their release;
- j) if the Lessee assigns, without the consent of the Lessor, or uses in common the premises leased under the Contract;
- k) the failure to perform the improvements within the deadline set down at Chapter III, whereas the improvements having been performed by the time of the termination shall be the property of the Lessor without any damages.
- l) the failure to pay the financial obligations for the utilities contracts within 30 days from the due date;

In case of the unilateral termination or of the termination out of the fault of the LESSEE, the LESSOR shall retain the Performance Bond.

The provisions of this article shall not exonerate the LESSEE from its liability if the termination of this Contract was caused by its fault. The termination shall have no effect on the obligations already due.

The change by the LESSEE of the destination of the leased asset, in whole or in part, without the consent of the LESSOR, shall trigger the termination of the Contract by the exclusive fault of the LESSEE, and shall lead to its unconditional eviction, on its expense, whereas it shall have to cover the damages.

The party invoking the cease or termination of the Contract shall notify to the other Party the cause of cessation/termination by 5 days prior to the date at which it is to produce effects.

## **Cap. XII. DISPUTES**

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**Art.31** Any disputes that may arise between the Parties shall be amicably settled. If this is not possible, the dispute shall be settled by the court having jurisdiction at the headquarters of the LESSOR.

The amicable settlement which has to be accepted expressly and in writing by both Parties shall be recorded in an addendum which is an integral part of the Contract.

## **Cap. XIII. COMMUNICATIONS**

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**Art. 32** (1) Any communication between the Parties regarding the performance of this Contract shall be submitted in writing, with acknowledgment of receipt, to the addresses:

For

LESSOR .....

For

LESSEE .....

(2) Any written document shall be registered both at the time of the transmission and at the time of the receipt. The communications between the Parties may also be transmitted by phone, telegram, fax or e-mail based on a written acknowledgement of the receipt of the communication

## **Cap. XIV. FINAL PROVISIONS**

**Art.33** The Tender Specifications, the Emergency Situation Convention and the Work

Safety and Health Convention shall be an integral part of the Contract

**Art. 34** Any modification which occurs during the performance of the Contract with respect to the legal status and headquarters of the LESSEE shall be immediately notified to the LESSOR.

**Art.35** Any observations, corrections, changes or additions shall be performed only in writing, by means of addenda, in accordance with the regulations in force.

As far as the mutual rights and obligations arising from this Contract are concerned, the Parties acknowledge their binding and enforceable force, including with regard to the handing- over of the asset leased to the LESSOR.

The contract was concluded in three copies, 2 of them for the Lessor and one for the Lessee.

Place ....., date .....

LESSOR,

C.N.C.F. "CFR" – S.A.

Regional Railway Branch

LESSEE,

S.C. ....

.....

DIRECTOR, DIRECTOR/MANAGER,

HEAD OF THE COMMERCIAL DIVISION, ECONOMIC SECTOR,

LEGAL OFFICE,

PERSON RESPONSIBLE FOR THE CONTRACT