

Files pending with the courts of law in which CONPET S.A. was party and that were completed in 2015

1. File no. 4127/287/2014 – Râmnicu Sărat Local Court

Parties: Conpet – petitioner

Prosecutor's Office attached to Râmnicu Sărat Local Court – respondent

Subject-matter: Conpet files a complaint against the Ordinance no. 295/II/2/2014 passed on 14.11.2014 by the Prosecutor's Office attached to Râmnicu Sărat Local Court by which the Ordinance of classification passed on 30.09.2014 in the file no. 1565/P/2013 was erroneously rejected by the Prosecutor's Office attached to Râmnicu Sărat Local Court, requesting the admission of the complaint, the cancellation of the mentioned ordinances, continuation of criminal prosecution and of investigation in order to identify the perpetrators and to initiate a criminal action against them, as well as for the recovery of damage caused to our company amounting to RON 56,442.20, consisting of the countervalue of the loss of oil, remedy works for the damaged pipelines due to artisanal installations mounting, required in order to revert the pipeline to its initial condition, as this existed prior to committing the deeds, i.e. a operating state and for the ecological works for the polluted land surfaces.

Specifications: Through the Court resolution of 22.01.2015, Râmnicu Sărat Local Court rejects the complaint.

2. File no. 3033/105/2012/a1* – Court of Appeal Ploiești

Parties: Conpet SA – creditor

Vasrep Petro Construct SRL – debtor

Subject-matter: Bankruptcy. Conpet SA files an application for admission of receivables, requesting the registration on the list of creditors of Vasrep Petro Construct SRL with the amount of RON 126,877, VAT included, representing the countervalue of the expenses with materials, manpower and machinery required to bring the pipeline to its initial state, before the illicit act was committed by the debtor, the deed consisting in the unlawful destruction and theft of two sections with a length of 4,120 m.l. from the pipeline Ø 10^{3/4}" Iancu Jianu – Ghercesti. Conpet files challenge against the measure of not including Conpet S.A. on the Preliminary List with this receivable.

Specifications: Through Decision no. 1958/19.11.2012, Prahova Tribunal rejected the challenge filed by Conpet. Conpet filed an appeal. The Court of Appeal Ploiești admitted the appeal, ordered the cassation of the decision issued by the court of first instance and sent the file for re-judgment. Through Decision no. 1008/17.09.2014 Prahova Tribunal approves the challenge to the preliminary title. Orders the registration of the contesting creditor Conpet S.A. in the final list of receivables of the debtor with the amount of RON 1,473,628 for materials, manpower and machinery, as well as with RON 120 appeal court fee stamp and RON 2500 fee for the expert fee. Vasrep filed an appeal. Through Decision no. 141/15.01.2015, the Court of Appeal Ploiești rejected the appeal as unsubstantiated.

3. File no. 20024/3/2012 – High Court of Cassation and Justice

Parties: Conpet SA - plaintiff

Perfect Metal SRL - defendant

Subject-matter: Conpet SA files a summons application, requesting the Court:

1. To ascertain the existence of consent (agreement) of Conpet SA and Perfect Metal S.R.L. concerning the amendment of the service contract no. S-CA 279 of 17.12.2007 concluded between the two Parties in terms of:

a) extending the completion term for the execution of works undertaken by the defendant pursuant to the aforementioned contract by a 90-day term, as of 31.05.2009, this date representing the date when the defendant should have had completed the fulfillment of the obligations thereof according to the contract, as amended through addenda no. 1-5, concluded during 30.04.2008 – 07.04.2009. In other words, we request to ascertain that the Parties expressed their consent for the extension of the completion term of the defendant's obligations by 29.08.2009 (31.05.2009 + 90 days).

b) establishing the price of services provided by the defendant, set out in art. 3 of the contract, to a fixed value, that of RON 4,145,810.13, VAT excluded.

c) modifying the amount of penalties for the late completion of the contractual obligations undertaken by the defendant, penalties provided in art. 18.1 of the contract no. S-CA 279 of 17.12.2007, from the amount representing 1% per day of delay of the value of outstanding works, to the amount representing 1% of the value of the contract, as established through addendum no. 2 of 28.07.2008, meaning the amount of RON 41,458.1 per day of delay, as of the first day after the due date.

2. To pass a court decision establishing:

a) The completion deadline of the defendant's obligations (maturity) Perfect Metal SRL is 29.08.2009.

b) The price of services undertaken by the defendant pursuant to the contract (contract price) is fixed and amounts to RON 4,145,810.13. (VAT excluded).

c) The amount of the penalties of delay for the late fulfillment of contractual obligations by the defendant is 1% of the contract price, provided in point b), per day of delay from the due date and represents the amount of RON 41,458.1.

3. To bind the defendant Perfect Metal SRL Bucharest to pay to Conpet SA Ploiești the amount of RON 12,561,804.6 as penalties of delay related to the failure of the defendant Perfect Metal SRL Bucharest to execute the works contemplated by the service contract no. S-CA 279 of 17.12.2007 within the agreed term.

Specifications: Through Decision no. 5251/28.06.2013, Bucharest Tribunal admits in part the summons application filed by the plaintiff Conpet S.A. versus the defendant Perfect Metal S.R.L. Binds the defendant to pay to the plaintiff the amount of RON 203,013.96 representing penalties of delay. Rejects as inadmissible the first head of claim contemplating the declaratory action. Rejects as unsubstantiated the second head of claim contemplating the ruling of a court order that would replace an addendum to the service contract no. S-CA 279/17.12.2007. Binds the defendant to pay to the plaintiff the amount of RON 10,676.28 representing legal fees. Binds the plaintiff to pay to the defendant the amount of RON 4,370.8 representing court fees. Offsets the mutually due legal fees up to concurrence of the smallest amount and binds the defendant to pay to the plaintiff, as legal fees, the amount of RON 6,305.48. The decision was challenged with appeal by both Parties. Through decision no. 220/03.04.2014 the Court of Appeal Bucharest

rejected the appeals as unsubstantiated. The decision was challenged by appeal by Conpet and Perfect Metal SRL.

Through decision no. 733/05.03.2015 HCCJ rejectede as unsubstantiated the appeal filed by the plaintiff Conpet S.A. Cancelled the appeal declared by the defendant S.C. Perfect Metal S.R.L. as a result of not paying the stamp duty.

4. File no. 5969/236/2012 –Giurgiu Tribunal

Parties: Conpet SA - petitioner

N.E.G. Giurgiu - respondent

Subject-matter: Contraventional claim against the record of findings and penalties pertaining to contravention series AA 41851 of 15.03.2012 under which Conpet was contraventionally sanctioned with the fine amounting to RON 50,000 based on art. 68 letter a) of the GEO no. 195/2005.

Specifications: Initially the file was pending before Giurgiu Local Court, which on 14.03.2013 declined its jurisdiction concerning the case in favor of Bolintin Vale Local Court.

Through sentence no. 485/23.04.2014 Bolintin Vale Local Court rejected the claim as unsubstantiated. Compet filed appeal against the decision.

Through Decision no. 18/28.01.2015 Giurgiu Tribunal admitted the appeal filed by the appellant-petitioner Conpet SA against the civil sentence no. 485/23.04.2014 ruled by Bolintin Vale Local Court, versus the respondent-petitioner National Environmental Guard - Giurgiu County Commissariat. Modifies the appealed sentence and by re-judging the case in the court of first instance admits in part the claim filed by the petitioner Conpet SA against the offence notice series AA no. 41851/15.03.2013 executed by the official examiner National Environmental Guard - Giurgiu County Commissariat. Partially cancels the offence notice mentioned in the previous paragraph, namely reduces the sanction of the applied contraventional fine from RON 50,000 to RON 25,000. Maintains the other dispositions of the challenged protocol.

5. File no. 1174/185/2013 – Court of Appeal Pitești

Parties: Conpet SA - civil party

Dragotă Marin - defendant

Subject-matter: Aggravated theft. Civil damages. Conpet was constituted as civil party for the amount of RON 171,699.45 representing the countervalue of the quantity of 46,758 kg lost gasoline (RON 162,800.08) and the works required to bring the soil and the damaged pipeline to their initial state, as they were before the deed was committed (RON 8,899.37).

Specifications: Through decision no. 274/21.10.2013 passed in case file no. 740/185/2013 Bălcești Local Court ordered the disjunction of the civil action of the case and the establishment of a new file – 1174/185/2013.

Through decision no. 292/17.12.2014 Bălcești Local Court, based on art. 25, 26 and art. 397 of the Criminal Procedure Code, reported to art. 1349 et seq. of the Civil Code admits in part the civil claim filed by the civil party Conpet S.A. Ascertain that the damage caused to the civil party Conpet S.A., consisting in the quantity of 800 liters of gasoline stolen by the defendant Dragotă Marin, during 01.10./15.10.2012, was recovered, the gasoline being decanted in the spillway of Orlești Station, according to the protocol executed on 17.10.2012. Binds the defendant Dragotă Marin to pay the amount of RON 12,299.37 as civil compensation and the civil interest calculated from the date when the offence was committed, 16.10.2012 until the date

of actual payment. Pursuant to the provisions of art. 276 of the Criminal Procedure Code, binds the defendant Dragotă Marin to pay the amount of RON 500 representing legal fees paid by the civil party S.C. Conpet S.A. Pursuant to the provisions of art. 275 of the Criminal Procedure Code binds the defendant Dragotă Marin to pay the amount of RON 500 as legal fees paid by the state, of which the amount of RON 200 represents the fee for public defender – lawyer Dobrin Constantin, amount that shall be paid from the budget of the Ministry of Justice. Conpet filed an appeal against the decision.

Through decision no. 174/11.03.2015 Court of Appeal Pitești rejects as unsubstantiated the appeal filed by the civil party Conpet SA Ploiești. Binds the appellant – civil party to pay RON 300 as legal fees to the state.

6. File no. 2623/116/2013 – Bucharest Court of Appeal (severed from the case file no. 2037/116/2013- completed in February, 2014)

Parties: Conpet SA – civil party

Ionita Gheorghe Aurel, Nistor Tiberiu, Toncu Stefan and others – defendants

Subject-matter: Initiation, set up of organized crime group, join or support such group (art. 7 Law no. 39/2003) with reference to art. 2 letter b point 5 of Law 39/2003. Conpet constituted as civil party for the amount of RON 170,191.17 representing the countervalue of the lost oil and the remedy works for the damaged pipelines.

Specifications: Through decision no. 142/15.09.2014 Călărași Tribunal admits the request of civil damages filed by the civil party Conpet S.A. and binds the defendants Ioniță Gheorghe Aurel, Nistor Tiberiu, Toncu Stefan, jointly, and the same jointly with the defendants Poteraș Cristinel and Drăgan Gheorghe, according to S.P. no. 212/29.11.2013 ruled by Călărași Tribunal in the criminal file case no. 2037/116/2013, to pay the amount of RON 81,530.22, representing RON 79,624.98 countervalue of the stolen oil on 17/18.04.2013 and 22/23.04.2013 from the pipeline Lascăr Catargiu - Independența and RON 1,905.24 countervalue of remedy works for the damaged pipelines. Binds the defendants Toncu Stefan and Ioniță Gheorghe Aurel, jointly, and the same jointly with the defendants Poteraș Cristinel and Simion Constantin, jointly, according to S.P. no. 212/29.11.2013 ruled by Călărași Tribunal in the criminal file case no. 2037/116/2013, to pay the amount of RON 74,947.46, representing RON 58,200.49, countervalue of the quantity of 18.7 tons of oil stolen on 13/14.05.2013 from the pipeline Bărăganu – Onești and RON 16,746.97 countervalue of the remedy works for the damaged pipelines following the deed of 14/15.06.2013; - binds the defendants Ioniță Gheorghe Aurel, Nistor Tiberiu and Stan Remus-Constantin, jointly, and the same jointly with the defendant Poteraș Cristinel, according to S.P. no. 212/29.11.2013 ruled by Călărași Tribunal, in the criminal file no. 2037/116/2013, to pay the amount of RON 13,713.49, representing the countervalue of the remedy works for the damaged pipelines following the deed of 11.10.2012 in the area Bărăganu-Călăreți, Paicu, Nicolae Bălcescu commune. Takes note of the restitution to Conpet S.A. of the quantities of 18.7 tons of oil on 15.06.2013 and 33,180 kg of oil on 12.10.2012, for such quantities Conpet S.A. not being constituted as a civil party. The defendants filed an appeal against the decision.

Through decision no. 132/A/28.01.2015 Bucharest Court of Appeal admits the appeals filed by the Prosecutor's Office attached to the High Court of Cassation and Justice – D.I.I.C.O.T. – Călărași Territorial Office and by the defendants Stan Remus Constantin and Toncu Stefan

versus the criminal sentence no. 142/15.09.2014 issued by Călărași Tribunal. Cancels the decision, in part, in terms of the criminal matter.

7. File no. 109/281/2014 - Ploiești Local Court

Parties: Conpet SA – plaintiff

Geluval Stor SRL – defendant

Subject-matter: Claims. Conpet filed a summons application (small track claims) requesting the court to pass a decision binding the defendant to pay the amount of RON 1,440.90, representing penalties of delay due for the payment beyond the term provided in the contract of the countervalue of 7 invoices issued by Conpet for the services provided pursuant to the Contract no. STA 101/20.03.2012 concluded with the defendant.

Specifications: Through decision no. 8867/16.06.2014 Ploiești Local Court admits the claim. Binds the defendant to pay to the plaintiff the amount of RON 1,400.90 representing the countervalue of the transportation service, subject to late payment, and the amount of RON 50, as legal fees. The decision remained final by lack of appeal.

8. File no. 118/255/2014 – Marghita Local Court

Parties: Conpet SA – respondent

Balas Otto - defendant

Orosz Jozsef Attila – defendant

Balaj Sandor - defendant

Subject-matter: Aggravated theft. Civil damages. Conpet SA was constituted as civil party for the amount of RON 27,231.59 representing the countervalue of the quantity of 6,300 kg of crude oil (RON 20,359.40) lost as a result of the damage of the crude oil transport pipeline Ø 4" Petrești – Marghita by the defendants on 22.11.2011 and for the remedy works for the damaged pipeline (RON 6,872.19).

Specifications: Through decision no. 113/18.06.2014 Marghita Local Court, based on art. 19 of the Criminal Procedure Code, in corroboration with art. 1349, 1357 of the Civil Code, binds the defendants, jointly, to pay RON 27,231.50 as civil damages in favor of the civil party Conpet SA. The decision remained final by lack of appeal.

9. File no. 935/335/2014 – Teleorman Tribunal

Parties: Conpet SA - petitioner

NEG –Teleorman County Commissariat

Subject-matter: Contraventional complaint. Conpet files a complaint against the record of findings and penalties pertaining to contraventions series AA 12554 executed by the National Environmental Guard - Teleorman County Commissariat on 25.02.2014, requesting the cancelation of this deed, considered as ungrounded and unlawful. In subsidiary, requests the transformation of the contraventional penalty into warning.

Specifications: Through decision no. 2110/01.10.2014 Videle Local Court rejected the complaint. Conpet filed an appeal. Through decision no. 215/27.05.2015 Teleorman Tribunal rejected the appeal as unsubstantiated.

10. File no. 992/317/2014 –Targu Carabunesti Local Court

Parties: Conpet SA – plaintiff

Vladulescu Cristian – defendant

Subject-matter: Conpet files summons application against Vladulescu Cristian requesting the court to pass a decision binding him to pay the amount of RON 2,163.44 as civil damages representing the estimated countervalue of the works of re-assembling the pipe stolen on 28.11.2011 of a pipe of 6 m and diameter of 23.5 cm belonging to the company – Barbatesti Sector, amount that shall be updated as of the date when the prejudice was caused, 28.11.2011, until the date of actual payment, as well as to pay the legal fees, to the extent such fees are due.

Specifications: Through decision no. 1413/09.09.2014 Targu Carbenesti Local Court admits the claim in part. Binds the defendant to pay to the plaintiff the amount of RON 2,163.44 as civil damages, amount updated on the date of actual payment, as of the date when this decision becomes final. Binds the defendant to pay to the plaintiff the amount of RON 156.44 representing fees. The decision remained final by lack of appeal.

11. File no. 617/284/2014 – Dâmbovița Tribunal

Parties: Conpet SA – petitioner

NEG - Dâmbovița County Commissariat

Subject-matter: Conpet files a complaint against the record of findings and penalties pertaining to contraventions series AA no. 09354 executed by the National Environmental Guard - Dâmbovița County Commissariat on 31.03.2014, deed it considers ungrounded and unlawful, requesting the court: - to cancel this deed, and, in subsidiary, to turn the contraventional sanction into warning.

Specifications: Through decision no. 816/24.09.2014 Racari Local Court admits the complaint in part. Partially cancels the record of finding pertaining to contraventions series AA no. 09354/31.03.2014, in terms of the sanction. Applies the warning. Based on art. 453 of the New Civil Procedure Code binds the respondent to pay the legal fees – judicial stamp, in part, namely the amount of RON 10. NEG - Dâmbovița County Commissariat filed an appeal.

Through decision no. 384/06.05.2015 Dâmbovița Tribunal rejected the appeal.

12. File no. 42051/3/2014 – Bucharest Tribunal

Parties: Conpet SA - creditor

Tangible Corporation SRL - debtor

Subject-matter: Conpet filed a proof of debt, by which it requested the registration in the list of creditors the debtor SC Tangible Corporation SRL with the following receivables:

-RON 5,848.49 representing penalties of delay according to art. 18(1) of the supply contract no. P-CA 341/30.09.2013, calculated up to this moment, namely for the period 01.11.2014 – 26.01.2015 (87 days of delay).

- obligation of the debtor to provide the outstanding services consisting of: decommissioning of switches (3) Garage, physical installation of new equipment, cable installation etc.; modification of technical solution – design update, some modifications / ML TN Nodes (especially IPs), execution of the acceptance protocol upon works completion and provision of maintenance and service for the equipment during the warranty period, according to the contract.

Specifications: According to the statement of bank dated 29.04.2015 Tangible Corporation SRL paid the amount of RON 8,268.55 into the account of Conpet with PO no. 100/28.04.2015.

13. File no. 574/317/2014 – Gorj Tribunal

Parties: Conpet SA – counterclaim defendant

Popescu Vasile – plaintiff-defendant

Subject-matter: Popescu Vasile files a writ of summons requesting the court:

- to bind Conpet to pay the amount of RON 1000, amount provided only for the purpose of stamp duty, the amount representing the countervalue of the production from the land of 845 sqm, part of the land of 1200 sqm located at Eastern side from his residence of Danciulesti village Radinesti Gorj County, with neighbors in the North – Dealul Muierii Forrest, West – County road, North – heirs of Popescu Dumitru Mari, South – heirs of Istrate Ilie, being a surface of land damaged by the installations of the defendant, during 2011-2012-2013

- to bind the defendant to pay court fees

Specifications: Through decision no. 1668/07.10.2014 Targu Carbunesti Local Court admits the said action. Binds the defendant to pay to the plaintiff the amount of RON 4,800 as civil damages representing lack of use of the land of 701.45 sqm for the period 2011, 2012, 2013. Asp binds the defendant to pay to the plaintiff the amount of RON 2,141 representing legal fees. Conpet filed an appeal against the decision.

Through decision no. 261/16.06.2015 Gorj Tribunal rejected the appeal as unsubstantiated. Also dismissed the request for legal fees.

14. File no. 9200/280/2014 – Arges Tribunal

Parties: Conpet SA – plaintiff

Lavi Star 2007 SRL – defendant

Subject-matter: Conpet files a writ of summons, requesting the Court to pass a resolution binding Lavi Star 2007 SRL Pitești to pay the amount of RON 1,482.49 representing the countervalue of 369 ml decommissioned pipeline, property of Conpet, section resulted following the capital repair (RK) of the gasoline pipe F1, Ticleni-Ploiești, with the diameter of Ø 6 5/8" passing through the commune Hurezani, Gorj County.

Specifications: Through decision no. 8072/11.09.2014 Pitești Local Court admits the claim. Binds the defendant to pay to the plaintiff the amount of RON 1,482.49 representing the countervalue of 369 ml pipeline. Binds the defendant to pay to the plaintiff the amount of RON 50 as legal fees. Lavi Star 2007 SRL filed an appeal against the decision.

Through decision no. 2154/18.06.2015 Argeș Tribunal dismissed the appeal as unsubstantiated.

15. File no. 1269/105/2014* – Prahova Tribunal

Parties: Conpet – defendant

Tudora Dorin - plaintiff

Subject-matter: Tudora Dorin files a writ of summons requesting the court to pass a resolution ordering: 1. Obligation of the defendant to pay an amount equivalent with the “countervalue of 36 salaries, corresponding to the last gross salary as HSEQ manager, corrected with the inflation”; 2. Obligation of the defendant to pay an amount equal with the difference between the “salary granted for the executive position” and 9/10 of the “maximum salary paid by the company for an executive position”; 3. Obligation of the defendant to pay the interest due for the amount representing the value of 36 salaries, as well as for the amount representing the difference between the salary granted for the executive function and that of 9/10 of the maximum

salary paid for an executive position, calculated from the date of dissolution of the HSEQ manager position; 4. Obligation of the defendant to pay the legal fees.

Conpet files a counterclaim requesting the court to ascertain the absolute partial nullity of the Mandate Contract no. 1/2010 concluded between Conpet as principal and Dorin Tudora as attorney in fact and namely the absolute nullity of art. 11 point 11.4 of the aforementioned contract.

Specifications: Through the Court resolution of 17.12.2014 Prahova Tribunal admits the exception of functional lack of jurisdiction. Therefore, declines the settlement jurisdiction of the case in favor of Prahova Tribunal 2nd Civil Division, of Administrative Contentious and Fiscal Law.

Through decision no. 746/08.04.2015 Prahova Tribunal takes note of motion to withdraw. Subject to second appeal after communication.

On the hearing date of 08.06.2015, through decision no. 1276, Prahova Tribunal admits the exception of not stamping the claim, raised *ex officio*. Cancels the counterclaim as not stamped.

16. File no. 2037/204/2011 – Prahova Tribunal

Parties: Conpet S.A. - counterclaim defendant

Zabava Traian - plaintiff defendant

Zabava Iuliana - plaintiff defendant

Ministry of Public Finance - Regional Directorate General of Public Finance (D.G.R.F.P.) Prahova: impleaded party

National Agency for Mineral Resources (ANRM): impleaded party

Filipești de Targ Commune by Mayor: impleaded party

Ministry of Public Finance: Intervener

ANRM: Intervener

Subject-matter: Claims. Zabava Traian and Zabava Iuliana file a summons application, requesting the Court to pass a resolution ordering:

- Obligation of Conpet to the countervalue for the lack of use of the land property of plaintiffs, with a surface of 2696 sqm, located in the commune Filipești de Targ and passed by the transportation pipelines of crude oil and gasoline Moreni – Ploiești, pipelines that are components of the National System of Transportation of crude oil, gasoline, condensate and ethane as well as of the protection areas along the pipelines passing the field, as of 14.07.2008 and until the moment of promoting the application of summons, under the provisions of art. 480 and 481 of the Civil Code;
- Obligation of Conpet to pay the countervalue of the prejudice caused due to the impossibility of performing entirely the civil objective - residential house, as was duly approved and authorized according to the Building Permit no. 26/14.07.2008;
- Obligation of Conpet to pay annuities as a consequence of exercising its easement right over the land property of the plaintiffs, with a total surface of 2696 sqm, located partially within the built-up area of the commune Filipești de Targ according to the sale purchase contract authenticated under no. 369/18.02.2007, up to the moment of ending the petroleum operations carried out by using the pipes;
- Obligation of Conpet to pay legal interest for the damages granted from the date of summons application filing, until the actual payment of damages.

The plaintiff defined the claim thereof and showed that at the first head of claim the **provisional amount of the claims is of RON 4,500. At the second head of claim the provisional countervalue of the damage is of RON 4,500.**

Conpet SA files counterclaim and requests:

1. Obligation of plaintiffs to dismantle entirely the constructions existing on Conpet pipelines that underpass their land;
2. Establishment of an easement right consisting of the right of use over a surface of 2.4 m width located along the pipelines that underpass the land of the plaintiffs;
3. Establishing the amount of annuities owed to the plaintiffs in consideration of exercising the easement right.

Conpet SA files an application of impleader against the commune Filipeștii de Targ so that in case Conpet falls under the claims in terms of the items requested in the head of claim 2 of the plaintiffs, Filipeștii de Targ commune would be the party to indemnify us.

Conpet SA files an application for showing the holder of rights indicating as holders of the real property over the pipeline under-passing the land of the plaintiffs as being ANRM and the Ministry of Finance.

Conpet SA files an application of impleader against ANRM and the Ministry of Finance, so that in case in Conpet falls under the claims in terms of the items requested in the head of claim 1 of the plaintiffs, the impleaders are the parties that would indemnify us.

Specifications: Through the civil decision no. 833/02.03.2015 Campina Local Court admitted in part the aforementioned claim filed by the plaintiffs. Binds the defendant-plaintiff to pay to the plaintiffs-defendants the amount of RON 15,408 as countervalue for the lack of use of the land for the period 2010-2011. Binds the defendant-plaintiff to pay to the plaintiffs-defendants the amount of RON 26,959 representing the countervalue for the damage incurred by the plaintiffs. Binds the defendant-plaintiff to annually pay to the plaintiffs-defendants the amount of RON 1,836 representing annuity for the right of way of 103 sqm on the land of the plaintiffs-defendants. Binds the defendant-plaintiff to pay the legal interest for the amounts granted to the plaintiffs-defendants from the filing date of the claim 14.04.2011, until the moment of actual payment. Binds the plaintiffs-defendants to remove the construction built on the pipeline of petroleum products. Sets up a, easement right in favor of the defendant-plaintiff Conpet SA for the surface of 103 sqm. Admits the application of impleader filed by the defendant Conpet versus Commune Filipeștii de Targ represented by the Mayor, and, therefore, binds the impleaded party, Commune Filipeștii de Targ represented by the Mayor, to pay to the defendant-plaintiff the amount of RON 26,959 representing the countervalue of the damage incurred by the plaintiffs as a consequence of not fulfilling the objective of residential home, amount determined to be paid by the defendant-plaintiff to the plaintiffs-defendants. Binds the defendant-plaintiff to pay to the plaintiffs-defendants the amount of RON 4,600 as legal fees. Binds the defendant-plaintiff to pay to the state budget the amount of RON 1,931.06 representing the amount for which the plaintiffs-defendants benefited from public legal aid according to the admitted claims, and the balance of RON 3,055.55 representing the legal aid they benefited from, being in charge of the state. Binds the impleaded party, Commune Filipeștii de Targ represented by the Mayor, to pay to the defendant-plaintiff the amount of RON 1,433.77 as legal fees representing judicial stamp duty, which the latter is bound to pay to the state according to the public legal aid admitted for the plaintiffs-defendants.

Conpet and Filipeștii de Targ Commune represented by the Mayor filed an appeal.

Through the court resolution passed in the Counsel Chamber of 22.04.2015, Campina Local Court admits the request for clarification of enactment terms of the civil sentence no. 833/02.03.2015 passed in the File no. 2037/204/2011 filed by the petitioner D.G.R.F.P. Ploiești. Orders the removal from the enactment terms of the civil sentence no. 833/02.03.2015 ruled in the case no. 2037/204/2011 of the court's provision in terms of: "Partially admits the aforementioned claim, and versus the impleaded parties M.F.P. and A.N.R.M. and versus the interveners: M.F.P. and A.N.R.M. This conclusion shall be attached to the decision both to the file of the case and to the file of rulings of the Court. With right to appeal within 15 days from communication".

Through Decision no. 451/21.10.2015 Prahova Tribunal rejects both appeals as unsubstantiated. Binds the appellants to jointly pay to the respondent Zăbavă Traian RON 3000 as legal fees.

17. File no. 16284/288/2011 - Râmnicu Vâlcea Local Court

Parties: Conpet S.A. – claimant

Calotescu Baluteanu, Isvoreanu Brandusa, Moroti Constantinescu, Constantinescu Olga, - respondents

Subject-matter: Opposition to foreclosure – judicial separation. Conpet S.A. files challenge against the enforcement, requesting the judicial separation of the real estate assets held in co-ownership by Calotescu Baluteanu Dorin, Moroti Constantinescu Lavinia Elena Siminica Sultana, Isvoreanu Brandusa Anca Maria Geraldina, Constantinescu Olga Lavinia Florina, Calotescu Baluteanu Adrian in order to recover the amount of RON 108,634.48, owes by the debtor Calotescu Baluteanu Dorin to Conpet SA, foreclosure fees amounting to RON 7,417, updated, and legal fees consisting of judicial stamp duty, judicial stamp, expert fees.

Specifications: On 05.03.2012 the court ordered the suspension pursuant to art. 155 index 1 of the Civil Procedure Code. Conpet filed a re-docket application.

On 28.10.2013 Râmnicu Vâlcea Local Court, pursuant to art. 244 par. 1 of the Civil Procedure Code, suspended the settlement of the cause until the irrevocable settlement of file no. 6711/288/2013 (settled through decision no. 471/2014 27.11.2014 passed by the Vâlcea Tribunal).

Through decision no. 3223/11.05.2015 Râmnicu Vâlcea Local Court rejects the opposition to foreclosure as it defined, filed by the claimant Conpet SA, versus the respondents Calotescu Baluteanu Dorin, Moroti Constantinescu Lavinia-Elena-Siminica Sultana, Isvoreanu Brandusa Anca Mari Geraldina, deceased, by heirs: Constantinescu Olga Lavinia Florina, Ștefan Simion Mihaela, Ștefan Adrian Pamfil, Bușii Daniela Georgiana, Calotescu Baluteanu Adrian. Final decision by lack of appeal.

18. File no. 25051/281/2011 – Prahova Tribunal

Parties: Conpet S.A. – plaintiff

Foradex SA – defendant

Electricity Distribution Branch – Electrica Distributie Muntenia Nord - defendant

Subject-matter: Declaratory action. Conpet S.A. files a summons application requesting:

1. to declare the right of ownership of Conpet for the building "Wall Building – Post Trafo", built by Conpet within Foradex Ploiești, Petrolului Blvd. no. 4, near Astra gasoline platform (Astra Romana Ploiești Refinery);

2. to set up in favor of Conpet an easement right over the land private property of SC Foradex SA, land located in Ploiești, Petrolului Blvd. no. 4, consisting in the right to use the land area occupied by the real estate belonging to Conpet.

Specifications: Through decision no. 8660/02.07.2015 Ploiești Court admits the exception of lack of passive capacity to stand trial of the defendant Ministry of Labor, Family and Social Protection. Rejects the claim filed by the plaintiff Conpet S.A., versus the Ministry of Labor, as filed against a person lacking passive capacity to stand trial. Admits the exception of lack of passive capacity to stand trial of the defendant National Administration for Fiscal Administration (ANAF). Rejects the claim filed by the plaintiff Conpet S.A., versus the National Administration for Fiscal Administration, as filed against a person lacking passive capacity to stand trial. Admits the exception of lack of passive capacity to stand trial of the defendant Regional General Directorate of Public Finance Bucharest. Rejects the claim filed by the plaintiff Conpet S.A., versus the Regional General Directorate of Public Finance Bucharest as filed against a person lacking passive capacity to stand trial. Admits the exception of lack of passive capacity to stand trial of the defendant Regional General Directorate of Public Finance Ploiești. Admits the exception of lack of passive capacity to stand trial of the defendant Regional General Directorate of Public Finance Ploiești. Rejects the claim filed by the plaintiff Conpet S.A., versus the Regional General Directorate of Public Finance Ploiești as filed against a person lacking passive capacity to stand trial. Admits the exception of lack of passive capacity to stand trial of the defendant Prahova County Pension House. Rejects the claim filed by the plaintiff Conpet S.A., versus Prahova County Pension House as filed against a person lacking passive capacity to stand trial. Admits the exception of lack of passive capacity to stand trial of the defendant County Agency for Employment Prahova. Rejects the claim filed by the plaintiff Conpet S.A., versus the County Agency for Employment Prahova as filed against a person lacking passive capacity to stand trial. Admits the exception of lack of passive capacity to stand trial of the defendant Foraj Bucuresti S.A. (former S.C. Foradex S.A.). Rejects the claim filed by the plaintiff CONPET S.A., versus Foraj Bucuresti S.A. (former S.C. Foradex S.A.) as filed against a person lacking passive capacity to stand trial. **Admits in part the claim filed by the plaintiff CONPET S.A. versus the defendants ROMANIAN STATE, THROUGH THE MINISTRY OF PUBLIC FINANCE AND THE ELECTRICITY DISTRIBUTION BRANCH - ELECTRICA DISTRIBUȚIE MUNTEANIA NORD S.A.** Takes note that the plaintiff is the owner of the built real estate, with a surface of approximately 36 sqm, located in Ploiești Municipality, Petrolului Blvd. no. 4, Prahova County, having concrete foundation, brick walls with concrete kernels and belts, reinforced concrete floor, metal sheet covering, metal carpentry as metal double door, windows with metal shutters concrete floors, with a height of approximately 3.20 m, with inventory no. 110696, built on a land with a surface of 260 sqm, represented by the site plan of the expert report through points 1-2-3-4-1, belonging to the defendant Romanian State. Approves the expert reports prepared by the topographical expert of the cause Florin Andreescu and the construction expert Eugen Georgescu. Rejects the head of claim concerning the set up in favour of the plaintiff of an easement right over the land of the real estate with a surface of 260 sqm, represented by the site plan of the expert report through points 1-2-3-4-1, belonging to the defendant Romanian State. Rejects the application of the Trading Company Foraj Bucuresti S.A. (former S.C. Foradex S.A.) of binding the plaintiff to pay legal fees, as being unsubstantiated. ANAF filed an appeal against the Decision.

Through decision no. 508/24.11.2015 Prahova Tribunal rejected the appeal as unsubstantiated.

19. File no. 33715/281/2012 – Prahova Tribunal

Parties: Conpet S.A. – claimant

B.E.J. Mihai Goslan - respondent

Dobrogeanu Dumitru - creditor

Unicredit Tiriac Bank - Ploiești Branch - third-party garnishee

Intesa Sanpaolo Bank - Ploiești Branch - third-party garnishee

BCR – Ploiești Branch - third-party garnishee

RBS Bank Romania - Ploiești Branch - third-party garnishee

Raiffeisen Bank - Ploiești Branch - third-party garnishee

BRD - Ploiești Branch - third-party garnishee

Transilvania Bank - Ploiești Branch - third-party garnishee

Ploiești Treasury - third-party garnishee

CEC Bank - Ploiești Branch - third-party garnishee

Subject-matter: Opposition to foreclosure. Conpet S.A. files an opposition to foreclosure against the foreclosure proceedings and foreclosure deeds carried out by BEJ Mihai Goslan, in the foreclosure file no. 771/2012 (court file no. 29931/281/2012), for the amount contemplated by the foreclosure by garnishment established under the writ of execution – Civil Decision no. 669/20.12.2011 of Prahova Tribunal, requesting the Court:

1. To order the cancellation (dissolution) in part of the foreclosure proceedings in terms of the amount of RON 74,279.84;

2. To cancel in part:

- the protocol of foreclosure expenses 30.08.2012 elaborated by BEJ Golsan Mihai in the foreclosure file no. 771/2012

- garnishment orders of 03.09.2012 and the explanatory garnishment orders of 14.09.2012 issued by BEJ Golsan Mihai in the foreclosure file no. 771/2012 to third-party garnishees Unicredit Tiriac Bank, Intesa Sanpaolo Bank, B.C.R., RBS Bank Romania, Raiffeisen Bank, B.R.D., Transilvania Bank, Treasury, C.E.C. Bank,

- the notice of BEJ Goslan Mihai to SC Conpet SA regarding the garnishment from 03.09.2012 in file no. 771/2013 and the notice of garnishment update established based on the inflation index of 14.09.2012,

- and to reduce the amount established by the official receiver as contemplated by the foreclosure proceedings to the amount of RON 339,708.75 representing debit and foreclosure expenses.

3. To order, in the conditions of art. 404 of the Civil Procedure Code:

- either the cancellation

- of the Protocol of foreclosure expenses of 30.08.2012

- of garnishment orders of 03.09.2012 and of explanatory garnishment orders of 14.09.2012 presented in the head of claim no. 2 above

- the notices of BEJ Goslan Mihai to SC Conpet SA regarding the establishment of garnishment of 03.09.2012 in the case file no. 771/2013 and the notice of garnishment update established based on the inflation index of 14.09.2012

for the amount of RON 413,979.59 representing debit and foreclosure expenses.

- either the correction

- of the Protocol of foreclosure expenses of 30.08.2012

- of garnishment orders of 03.09.2012 and of explanatory garnishment orders of 14.09.2012 presented in the head of claim no. 2 above

- the notices of BEJ Goslan Mihai to SC Conpet SA regarding the establishment of garnishment of 03.09.2012 in the case file no. 771/2013 and the notice of garnishment update established based on the inflation index of 14.09.2012

for the purpose of reducing the amount contemplated by the garnishment, from the amount of RON 413,979.59 representing debit and foreclosure expenses, to the amount of RON 339,708.75 representing debit and foreclosure expenses.

4. Legal fees.

Specifications: Through decision no. 15378/14.11.2014 Ploiești Local Court admits in part the claim. Rejects the claim filed by the plaintiff Conpet S.A., versus the National Administration for Fiscal Administration, as being filed against a person lacking passive capacity to stand trial. Rejects the exception of lack of passive capacity to stand trial of the third-party garnishee Intesa Sanpaolo Bank Ploiești Branch, raised by it, as unsubstantiated. Rejects the exception of lack of interest of the action, raised by the third-party garnishee CEC Bank Ploiești Branch as unsubstantiated. Admits in part the opposition to foreclosure. Cancels in part the foreclosure deeds represented by the foreclosure expenses protocol of 30.08.2012, the garnishment orders of 03.09.2012, the explanatory garnishment orders of 14.09.2012, the notice of garnishment of the claimant of 03.09.2012 and the notice of updated garnishment based on the inflation index of 14.09.2012, issued in the foreclosure file no. 771/2012 of BEJ Goslan Mihai, in the sense of reducing the amount of RON 356,772 representing the countervalue for the updated lack of use for the period 03.11.2006-15.08.2012 to the amount of RON 281,207.98 representing the countervalue for lack of use corresponding to the period 03.11.2006-15.08.2012, updated with the inflation index during 20.12.2011-15.08.2012, according to the version 1 letter a) of the judicial accounting expertise report elaborated by the expert Anton Petre, of reducing the amount of the official receiver's fee from the amount of RON 9,000 VAT included to the amount of RON 7177.68 VAT included, of reducing the amount of attorney fee from the amount of RON 4,500 to the amount of RON 1,000 and of reducing the amount for the chartered accountant from the amount of RON 3,500 to the amount of RON 1,500. Maintains otherwise the challenged foreclosure deeds. Rejects the other claims as unsubstantiated. Admits in part the head of claim regarding the legal fees and, therefore, binds the respondents to pay in favor of the claimant legal fees amounting to RON 1,000, representing the expert fee and rejects the request of granting the legal fees consisting in the judicial stamp fee as unsubstantiated. Dobrogeanu Dumitru filed an appeal against the decision.

Through decision no. 500/19.11.2015 Prahova Tribunal dismissed the appeal as unsubstantiated.

20. File no. 8491/281/2013 – Prahova Tribunal

Parties: Conpet SA - claimant

Dobrogeanu Dumitru- respondent

Unicredit TIRiac Bank - Ploiești Branch - third-party garnishee

Raiffeisen Bank - Ploiești Branch - third-party garnishee

B.R.D. - Ploiești Branch - third-party garnishee

Transilvania Bank - Ploiești Branch - third-party garnishee

Marvin Bank - Ploiești Branch - third-party garnishee

Volskbank - Ploiești Branch - third-party garnishee

C.E.C. Bank - Ploiești Branch - third-party garnishee

Object: Opposition to foreclosure. Conpet SA files an opposition to foreclosure against the foreclosure proceedings and foreclosure deeds carried out by BEJ Mihai Goslan, in the foreclosure file no. 15/2013 (court file no. 1205/281/2013), in terms of the letter of formal notice no. 15/21.03.2013 and garnishments established under the writ of execution – Civil decision no. 669/20.12.2011 of Prahova Tribunal, at the request of the creditor Dobrogeanu Dumitru requesting the Court:

- To order the cancellation in part of the letter of formal notice no. 15/21.03.2013 concerning the payment of RON 29,582 representing updated debit for the period 16.08.2012 – 28.02.2013, in terms of the payment of the amount of RON 9,965
- To order the cancellation in part of the letter of formal notice no. 15/21.03.2013 concerning the payment of RON 6,408.69 VAT including representing foreclosure expenses, in the sense of reducing the amount of foreclosure expenses from the amount of RON 6,408.69 VAT included to the amount of RON 2,919.45 VAT included
- To order the cancellation in part of the established garnishment and of all subsequent foreclosure deeds and to reduce the amount established by the official receiver as contemplated by the foreclosure to the amount of RON 22,836.45 representing debit for the period 16.08.2012 – 31.12.2012 and foreclosure expenses
- to order:
 - either the cancellation of the notices for set up of garnishment for the amount of RON 35,990.69 (RON 29,582 representing updated debit for the period 16.08.2012 – 28.02.2013, as well as the amount of RON 6,408.69 VAT included representing foreclosure expenses) issued by the official receiver against the third-party garnishees
 - either the correction of the above mentioned notices for set up of garnishment, in the sense of reducing the amount contemplated by garnishment from the amount of RON 35,990.69 representing updated debit and foreclosure expenses to the amount of RON 22,836.45 representing debit for the period 16.08.2012 – 31.12.2012 and foreclosure expenses
- legal fees.

Specifications: Through decision no. 4366/03.04.2015 Ploiești Local Court rejects the opposition to foreclosure filed by the claimant CONPET SA versus the respondent BEJ Goslan Mihai as being filed against a person lacking passive capacity to stand trial. Admits in part the opposition to foreclosure. Cancels in part the foreclosure deeds represented by the letter of formal notice no. 15/21.03.2013, the garnishment orders issued on 21.03.2013 to third-party garnishees, as well as subsequent enforcement deeds, issued in the foreclosure file no. 15/2013 by BEJ Goslan Mihai, in the sense of reducing the amount of RON 29,582 representing the countervalue of the updated lack of use for the period 16.08.2012-28.02.2013 to the amount of RON 20,101.44 representing the countervalue of the lack of use corresponding to the period 16.08.2012-31.12.2012, updated with the inflation index for the period 01.01.2013-21.03.2013, according to the Objective no. 2 of the judicial accounting expertise report elaborated by the expert Voiculescu Rozalia, reported to Objective no. 3 of the judicial accounting expertise report elaborated by the expert Voiculescu Rozalia, of reducing the amount of the official receiver's fee from the amount of RON 2,950 VAT included to RON 2,492.57 VAT included and of removing the attorney fee of RON 1,000. Maintains otherwise the contested foreclosure deeds. Rejects the other claims as unsubstantiated. Admits in part the head of claim regarding the legal fees and, therefore, binds the respondents to pay in favor of the claimant the legal fees amounting to RON 500, representing the expert fee and rejects the request of granting the legal fees consisting in the

judicial stamp fee of RON 194 as unsubstantiated. Dobrogeanu Dumitru filed an appeal against the decision.

Through decision no. 547/16.12.2015 Prahova Tribunal admits the appeal filed by the appellant respondent Dobrogeanu Dumitru and, therefore: modifies in part the appealed decision in the sense that orders in part the cancelation of the foreclosure deeds elaborated against the responding claimant in file no. 15/2013 by BEJ Mihai Goslan, within the limit of RON 21,379.18, representing the countervalue for the lack of use for the period 16.08.2012-31.12.2012, updated with the inflation index for the period 01.01.2013-21.03.2013, according to the expert report in the accounting specialty, elaborated by expert Voiculescu Rozalia, reducing the amount of the official receiver's fee from the amount of RON 2,950 VAT included to RON 2,651.01 VAT included. Maintains otherwise the ruling, as legal and thorough. Binds the responding claimant to pay RON 147.9 as legal fees in appeal, in favor of the appellant respondent.

21. File no. 4680/281/2014 – Ploiești Local Court

Parties: Conpet – plaintiff

Euroins Romania Asigurare Reasigurare SA – defendant

Subject-matter: Conpet files a claim for summons, requesting the Court to pass a resolution binding the defendant to pay the amount of RON 12,883.04 as civil damages representing the damage incurred through the illegal action consisting of destroying a concrete pole supporting the electrical power supply line of the Cathodic protection station in Lucianca, corresponding to the crude oil transportation pipeline 14" Calareti - Arpechim, and, therefore, also to the destruction of this line of supply (of electrical cable), goods that are under concession of the company Conpet, the deed being committed by the said Stan Nicole, ensured of the company Euroins Romania Asigurare Reasigurare SA through the RCA car insurance series RO/16/H16/DV no. 3000418085 of 03.08.2010, valid until 05.02.2011.

Specifications: Through decision no. 13889/10.10.2014 Ploiești Local Court admits the claim for summons filed by the plaintiff SC Conpet SA versus the defendant Euroins Romania Asigurare Reasigurare SA. Binds the defendant to pay in favor of the plaintiff the amount of RON 12,883.04. Decision final by lack of appeal.

22. File no. 8509/280/2014 – Argeș Tribunal

Parties: Conpet SA – plaintiff

Muscurel Costel, Tudor Ionel – defendants

Subject-matter: Conpet files a summons application (small track claims) requesting for Muscurel Costel and Tudor Ionel to be jointly bound to pay the amount of RON 3,987.34, representing the countervalue of the remedy works related to the crude oil transportation pipeline Ø 10" Icoana – Cartojani, damaged by them in the night of 22/23.07.2009.

Specifications: Through decision no. 570/23.01.2015 Pitești Local Court rejects the filed claim. Compet filed an appeal against the decision.

Through decision no. 3676/24.11.2015 Argeș Tribunal admits the claim. Binds the defendants to jointly pay to the plaintiff the amount of RON 3,987.34 representing the countervalue of pipeline repair works.

23. File no. 12474/281/2014 – Ploiești Local Court

Parties: Conpet SA – plaintiff

Dorobantu Ion – defendant

Subject-matter: Conpet files a summons application (small track claims) requesting the Court to pass a decision ordering: to bind the defendant Dorobantu Ion to pay the amount of RON 1,735.28, representing the countervalue of the works of installing air shafts and for bringing the crude oil transportation pipeline Calareti-Ploiești at its initial state prior to the date when the deed was committed, i.e. in operating state.

Specifications: Through decision no. 2460/23.02.2015 Ploiești Local Court takes note of the motion to withdraw.

24. File no. 14767/303/2015 – Bucharest 6th District Local Court

Parties: Conpet SA – plaintiff

Nac Industrii SRL – defendant

Subject-matter: Other claims on foreclosure. Contractual obligation. Conpet files a summons application requesting the authorization of our company to fulfill, on the expense of the debtor, directly or by other persons, the obligation included in the writ of execution consisting of the civil decision no. 971/25.03.2015 passed by Prahova Tribunal in file no. 1915/105/2011.

Specifications: Through the decision dated 21.10.2015 Bucharest 6th District Local Court admits the claim. Authorizes the creditor plaintiff to fulfill by itself, through representatives or by other persons, on the expense of the debtor defendant, the obligation to include in the writ of execution consisting of the civil decision no. 971/25.03.2014 passed by Prahova Tribunal - 2nd Civil Division, of Administrative Contentious and Fiscal Law, consisting in the completion of contractual obligations according to art. 15 of the service contract no. 31/27.02.2005. Binds the defendant to pay in favor of the plaintiff the amount of RON 20, representing stamp duty. Writ of execution. Decision remained final by lack of appeal.

25. File no. 9839/105/2013 – Ploiești Court of Appeal

Parties: Conpet SA - respondent

Stan Ioana - plaintiff

Subject-magttter: Stan Ioana files a challenge against the Dismissal decision no. 717/15.11.2013 by which Conpet ordered the termination of the individual employment contract no. 95/17.07.1997, based on art. 65-67 of the Labor Code - Law 53/2003, republished, requesting the Court to pass a decision ordering:

- cancellation of the dismissal decision no. 717/15.11.2013;
- reinstatement in the position held prior to dismissal;
- obligation of Conpet to pay a compensation equal with the increased payment rights and of all salary rights, indexed and updated, to which she is entitled up to the effective reinstatement in the position held prior to dismissal;
- obligation to pay the caused moral/professional damages, estimated at RON 10,000;
- obligation to pay the legal fees.

Specifications: Through decision no. 800/27.03.2015 Prahova Tribunal admits in part the challenge. Cancels the dismissal decision no. 717/15.11.2013 issued by the respondent. Orders the reinstatement of the claimant in the position held prior to her dismissal, respectively of

unqualified worker. Binds the respondent to pay compensations equal with the salary rights, increased, and of all salary rights, indexed and updated, to which she is entitled up to the effective reinstatement. Rejects the request of binding the respondent to pay moral damages amounting to RON 10,000 as unsubstantiated. Takes note of the claimant's allegation in the sense that reserves the right to claim legal fees in a separate action. Conpet filed an appeal against the decision.

Through decision no. 1389/01.10.2015, Ploiești Court of Appeal dismissed the appeal as unsubstantiated. Takes note that the respondent shall claim legal fees in a separate action.

26. File no. 2106/281/2015 – Prahova Tribunal

Parties: Conpet SA – respondent

Dobrogeanu Dumitru – petitioner

Subject-matter: Complaint against refusal of the official receiver. Dobrogeanu Dumitru files a summons application requesting the Court to pass a resolution ordering BEJ Goslan Mihai to update the receivable owed by the debtor Conpet SA, established through Civil decision no. 669/20.11.2011, passed by Prahova Tribunal in the file no. 14660/281/2005, final, irrevocable and enforceable, as well as to bind the same to pay legal fees.

Specifications: Through decision no. 9002/10.07.2015 Ploiești Local Court admits the complaint. Binds the official receiver to update with the rate of inflation the receivable established in the writ of execution consisting of the civil decision no. 669/20.12.2011 from 20.11.2011 until the actual payment date. Takes note that no legal fees are requested. Conpet filed an appeal against the decision.

Through decision no. 3360/15.12.2015 Prahova Tribunal rejected the exception of lack of passive capacity to stand trial of BEJ Mihai Goslan. It dismissed the appeal as unsubstantiated.

27. File no. 4344/118/2015 – Constanta Tribunal

Parties: Conpet SA – defendant

Envirotech SRL – plaintiff

Oil Depol Service SRL – plaintiff

Subject matter: Action for annulment. The plaintiffs filed application of summons, requesting the Court:

1. to cancel decision no. 7 of 11.06.2015, issued by the defendant CONPET SA
2. to cancel decision no. 19182 of 27.05.2015 by which the offer submitted by the consortium ENVIROTECH – OIL DEPOL SERVICE was declared unacceptable within the awarding procedure.
3. to cancel decision no. 19215 of 28.05.2015 by which the defendant cancelled the procedure organized for awarding the service contract.
4. to bind the defendant to declare the offer submitted by the consortium of the undersigned to the aforementioned procedure as admissible.
5. to bind the defendant to continue the procedure of service contract awarding, in the sense of declaring the offer of the consortium ENVIROTECH – OIL DEPOL SERVICE winner and to execute the service contract.
6. In subsidiary, requests the obligation of the defendant to pay the amount of RON 1,100,000 (provisional estimate) representing damages consisting of the incurred loss and loss of profit

Specifications: Through decision no. 2581/05.11.2015 Constanta Tribunal takes note of the motion to withdraw of the plaintiffs ENVIROTECH S.R.L. and OIL DEPOL SERVICE S.R.L.

28. File no. 648/120/2014 – Dâmbovița Tribunal

Parties: Conpet SA - defendant

Marin Adrian – plaintiff

Subject-matter: Marin Adrian files a summons application requesting the Court to pass a resolution ordering:

A) - annulment of decision issued by the defendant ob 20.12.2013 by which the disciplinary termination of the individual employment contract was ordered starting with 01.01.2014; - reinstatement in the position previously held; - obligation of the defendant to pay salary rights according to the provisions of art. 80 par. 1 of the Labor Code.

B) In subsidiary, the replacement of the sanction of disciplinary termination of the individual employment contract with a more lenient sanction provided by the Labor Code.

Specifications: Through decision no. 1115/25.09.2014 Dâmbovița Tribunal rejected the challenge. The decision remained final by lack of appeal.

29. File no. 27848/302/2014 – Bucharest 5th District Local Court

Parties: Conpet SA – respondent

Dobrogeanu Paun Ioan – claimant

BEJ Raduta Nicoleta – respondent

Subject-matter: Dobrogeanu Paun Ioan files an opposition to foreclosure against the resolution of 24.09.2014 and the set up of garnishment of 24.09.2014, which established the amount of RON 366.42, representing foreclosure expenses in addition to those established through the resolutions of 19.03.2013 and 15.07.2013, up to this procedural moment from the foreclosure file no. 10/2013, disposing the garnishment of all accounts on his name, being declared garnished up to the payment of the total debit of RON 1,574.63 and setting up garnishments for the accounts held with ING Bank, up to the payment of the amount of RON 1,554.63 representing legal fees, RON 1,356.57 representing foreclosure expenses, RON 24.06 lei representing official receiver's fee, amount including VAT, issued by BEJ Raduta Nicoleta.

Specifications: Admits in part the opposition to foreclosure. Cancels in part the resolution of establishing the foreclosure expenses, the notice on setting up the garnishment and the notification in terms of setting up the garnishment of 24.09.2014, issued within the foreclosure file no 10/2013 by BEJ Răduță Nicoleta, in the sense that removes the amount of RON 130, representing expenses for drafting the notices, RON 100, representing expenses for elaborating protocols of fulfilling the procedure, and reduces the amount representing VAT to that related to the remaining expenses. Maintains otherwise the contested deeds of foreclosure. Binds the respondent to pay in favor of the official receiver Răduță Nicoleta the amount of RON 138.88, representing the countervalue of the copy of the foreclosure file, communicated to the court. Rejects the request of foreclosure suspension, as it became devoid of purpose. The decision remained final by lack of appeal.

30. File no. 8425/118/2014 –Constanta Tribunal

Parties: Conpet SA – petitioner

Prosecutor's Office attached to the Constanta Tribunal

Subject-matter: Complaint art. 340 of the New Criminal Procedure Code. Conpet filed a complaint against Ordinance no. 1615/P/2013 of 14.02.2014 passed by the Prosecutor's Office attached to Constanta Tribunal.

Specifications: Through resolution no. 18 of 21.01.2015 Constanta Tribunal rejected as inadmissible the complaint of SC Conpet SA. Binds the petitioner to pay the amount of RON 300 as legal fees to the state.

31. File no. 1915/105/2011 – Prahova Tribunal

Parties: Conpet S.A. - plaintiff

Nac Industrii S.R.L. - defendant

Maryo & Carmen S.R.L. – defendant

Subject-matter: Conpet files a summons application requesting:

1. to bind Nac Industrii S.R.L Bucharest to pay in favor of the plaintiff Conpet S.A. Ploiești the amount of RON 25,080,937.98 representing:

- penalties of delay amounting to RON 25,070,000 related to the failure of the defendant Nac Industrii S.R.L. Bucharest, within the undertaken term, to complete the works contemplated by the service contract no. S-CA 31/27.02.2008, concluded between the defendant and Conpet S.A. Ploiești, calculated until the date of 13.09.2013 and thereafter until the completion of works; and

-countervalue of the accommodation services for the defendant's personnel Nac Industrii S.R.L. Bucharest within the premises belonging to Conpet SA within the Pumping oil station <Baraganu> Calarasi County, amounting to RON 10,937.98 plus legal interest calculated from the due date of each invoice until the date of actual payment.

2. Ordering the defendant Nac Industrii to continue with the execution of Contract no. S-CA 31/27.02.2008, Contract as amended and supplemented by addenda no.1-6, up to the exact and complete fulfillment of all undertaken obligations.

Nac Industrii filed a counterclaim, by which requested mainly to ascertain the absolute nullity of the service contract no. S-CA 31/27.02.2008 as well as of the addenda thereto no. 1-6, integral part thereof, for the existence of deception and error, obstacle for contract conclusion, its consent being vitiated and, in subsidiary, to terminate the contract and addenda thereto for Copet's failure to fulfill the undertaken obligations.

Specifications: With respect to the defendant SC Maryo & Carmen SRL, the Court severed the file, forming a separate case file, as it initiated insolvency proceedings, forming file no. 2119/105/2012 of Prahova Tribunal (litigation completed in 2013).

Moreover, on 17.09.2012, the court also severed the counterclaim, forming the file no. 6786/105/2012 (litigation completed in 2013).

Through decision no. 971/25.03.2014 Prahova Tribunal admitted the mentioned application.

Binds the defendant to complete the of contractual obligations according to art. 15 of the service contract no. 31/27.02.2005. Binds the defendant to pay the following amounts to the plaintiff: RON 25,070,000 penalties of delay evaluated until 13.09.2013 and continuation up to the completion of works, RON 10,937.98 representing the countervalue of the services of personnel accommodation plus legal interest from the due date of each invoice until the date of actual

payment, RON 255,938.38 judicial stamp duty, judicial stamp and expert fee. The decision remained final by lack of appeal.

32. File no. 16958/281/2010 – Ploiești Local Court

Parties: Conpet SA – plaintiff

Julix Prod Com SRL – defendant

Subject-matter: Claims. S.C. Conpet S.A. filed a summons application requesting:

Payment of the amount of RON 34,674.25 as civil damages out of which RON 31,674.25 represent the countervalue of the remedy works of fiber optic cable link 11 Saru – Siliste, Blidari area, Dâmbovița County and RON 2,905.89 represent the countervalue of performance bond of such works, as well as the payment of legal fees.

Specifications: On 28.04.2011 the court suspended the judgment *de jure*, pursuant to the provisions of art. 36 of Law no. 85/2006 on insolvency proceedings.

Through decision no. 4272/01.04.2015 Ploiești Local Court admitted the exception of incapacity of the defendant to pursue the proceedings, invoked by default, and rejects the claim as filed against a person in incapacity of the defendant to pursue the proceedings.

33. File no. 16959/281/2010 - Ploiești Local Court

Parties: Conpet S.A. – plaintiff

Julix Prod Com S.R.L. – defendant

Subject-matter: Contractual obligation. SC Conpet SA formulates a summons application requesting:

- remedy of the damages caused by fiber optic cable link 11 Saru – Siliste in area Cobia – Blidari of the crude oil transportation pipeline F2 Ø 10 $\frac{3}{4}$ " Poiana Lacului – Siliste on 02.07.2009, compliance with technical requirements of repair, presentation of certificates of guarantee for the executed works, and otherwise such works should be done by the plaintiff on the expense of the defendant;

- payment of the amount of RON 1.884,80 VAT included in respect of civil damages, representing the countervalue of 95 m.l. tubular material destroyed following the execution of tubular material dismantling works;

- payment of legal fees.

Specifications: On 10.06.2011 the court suspended the judgment *de jure*, pursuant to the provisions of art. 36 din Law no. 85/2006 on insolvency proceedings, as amended and supplemented.

Through decision no. 5376/23.04.2015 Ploiești Local Court admitted the exception of obsolescence, invoked by default and found the case as obsolete.

Approved,
CORPORATE MANAGEMENT DIVISION MANAGER
Legal Adviser Anamaria Dumitracă

HEAD OF LEGAL DEPARTMENT
Legal Adviser Vasile Geanta

The undersigned, Alexandru Tănase, certified translator under no. 33106, hereby certify the accuracy of the translation into the English language of the document written in the Romanian language, which has been seen by me, registered under no. 2016/1052/2/3

Translator,

Alexandru Tănase

