

CONPET S.A. Ploiești

PRESENTATION FOLDER

Concerning the sale of the Strejnic sports base, consisting of 1987.3 m² buildings located in Strejnic village, Târgșoru Vechi commune, Prahova County, by open call auction with calling.

**General Manager,
Eng. Liviu Ilași**

**CFO,
Ec. Sanda Toader**

**Head of the Legal Department,
Legal Adviser Cornel Banică**

**Head of Patrimony Management Department,
Eng. Gabriela Hilcu**

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PRESENTATION OF THE ECONOMIC OPERATOR CONPET S.A. PLOIESTI AND OF THE ASSET FOR SALE

CONPET S.A., located in Ploiești, Anul 1848 Street, no. 1 - 3, Prahova County, tax Code RO 1350020, registered with the Trade Register under no. J29/6/1991, bank account IBAN RO38 RNCB 0205 0448 6570 0001, opened with Banca Comercială Română, Ploiești Branch.

Asset composed of buildings with a spread area of 1987.3 m² located in Strejnicu village, Târgșoru Vechi commune, Prahova County.

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OFFER FOR SALE OF THE ASSET

Asset comprised of buildings with a spread area of 1987.3 m² located in Strejnicu village, Târgșoru Vechi commune, Prahova County.

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Asset comprised of buildings with a spread area of 1987.3 m² located in Strejnicu village, Târgșoru Vechi commune, Prahova County.

SECTION A

PRESENTATION OF THE ECONOMIC OPERATOR AND OF THE ASSET FOR SALE

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GENERAL INFORMATION REGARDING THE ECONOMIC OPERATOR AND THE ASSET FOR SALE

1. PRESENTATION OF THE ECONOMIC OPERATOR

1.1. GENERAL INFORMATION

1.1.1. Name: CONPET S.A. Ploiești.

1.1.2. Legal status: Joint stock company, with majority state capital.

1.1.3. Trade Register Number: J/29/6/22.01.1991.

1.1.4. Tax Code: 1350020

1.1.5. Main headquarters: Ploiești, Anul 1848 Street, no. 1-3 , Prahova County.

1.1.6. Share Capital: 28.569.842,40 lei.

1.1.7. Shareholders structure:

According to Central Depository S.A. (Address No. 27324 dated 06.07.2017), the consolidated financial structure of the holders of financial instruments holding at least 10% of the share capital as at 30.06.2017 is the following:

Shareholder	No. of Shares	Value (thousands lei)	Percentage %
The Romanian State through the Ministry of Energy	5.083.372	16.775.127,6	58,7162%
Entities	2.734.435	9.023.635,5	31,5845%
Individuals	839.721	2.771.079,3	9,6993 %
Total	8.657.528	28.569.842,4	100,0000%

1.1.8. Business sector: Main field of activity - "Pipeline transport"- cod CAEN 495;

1.1.9 Field of activity: The main object of activity: "Pipeline transport" -NACE code 4950.

1.10. Data on the economic and financial situation: in June 2017 (Prior to the submission of the request).

Indicators	30.06.2017 (lei)
1.Turnover	186,314,396
2. Operating income	202,603,524
3. Operating Expenses	156,667,160
4. Total income	204,523,700
5. Total expenses	156,686,818
6. Gross exercise result	47,836,882
7. Tangible assets	395,853,581
8. Debts, total	200,124,042
9. Claims, total	35,610,431

2. PRESENTATION OF THE ACTIVE FOR SALE

Asset name	The remaining book value * of the asset as of 30.06.2017	Share of the asset in total tangible assets according to GO no. 81/2003, approved by Law 493/2003	Share of total assets proposed for sale and those already sold in total tangible assets
Property made up of buildings with spread area of 1987.3 m ² located in Strejnicu village, Târgșoru Vechi commune, Prahova County.	(lei) 2.554.103	(%) 0,65	(%) 0,65

2.1 The business sector that the asset serves – sports base.

2.2. General presentation of the asset

The Strejnic sports base consists of buildings with sports facilities and a rooftop bleachers. Existing buildings are in the company's patrimony since 2000 (annex buildings and bleachers). In 2010, the buildings were upgraded.

The land on which the buildings and the facilities are located (2 football fields and a tennis court) is in the use of CONPET since 1997 following the concession by the Strejnicu City Hall under the concession contract no. 7020.

The surface of land under concession is 26,940 m², the price of the concession being paid in full in 1997 and in 2006.

The inventory value of buildings on 30.06.2017 is 2.892.783 lei and the remaining net book value is 2.554.103 lei.

The area where the real estate is located is the Strejnicu village, Targșoru Vechi commune, Prahova County. A distance of about 5 km from the city of Ploiești, in the south-west.

The sports facilities and constructions that make up the sports base are: the tennis courts and football fields, adjacent buildings for athletes, bleachers and cover, as well as other fixed assets.

The buildings are made of metal structure, pillars, beams and coverings, consisting of protocol halls, lobby, sanitary groups, office finishing and laundry room. The spaces are made of metallic structure and shutters with insulated triple layer sheet panels with thermal insulation, curtain wall and double glazing. The built area is 734 m² and the spread area is 1987.3 m². Other existing facilities: thermal heating, roads, fences and outdoor lighting.

The sports facilities and constructions can only be used for sports activities.

Legal status of the asset: the assets comprised of buildings with 1987.3 m² spread area, as well as the facilities for the football fields and tennis courts located in Strejnicu village, Târgșoru Vechi commune,

Prahova County, are the property of Conpet SA, the land of the sports base being the private property of the Tîrșoru Vechi City Hall, under concession contract by Conpet SA.

Neighborhoods: NORTH and EAST Strejnic aerodrome; SOUTH: access way DJ 129; WEST: access way to the local road.

2.3. Products made within the asset.

The destination of the property is a sports base.

2.4. Possibility of future risks from the following categories:

- a) Claims of property rights – Not applicable
- b) Claims for damages, due to non-observance of contractual provisions or tort liability – Not applicable
- c) Other patrimonial litigation – Not applicable

2.5. Utilities for the asset: electricity, gas, and water.

2.6. Staff serving the asset – Not applicable.

2.7. The status of the loans received by Conpet S.A. for the asset and the guarantees thereto – The construction was built from own funds.

2.8. Environmental obligations – the asset has no environmental impact problems and there are no environmental obligations imposed by the environmental authorities.

3. DATA ON THE PATRIMONIAL SITUATION

3.1. Status of the land related to the asset – The land on which the buildings are located and the sports facilities are placed (two soccer fields and a tennis court) is in use by CONPET since 1997 following the concession by Tîrșoru Vechi City Hall on the basis of the concession contract no. 7020. The surface of land under concession is 26,940 m², the price of the concession being paid in full in 1997 and in 2006.

The land belongs to Tîrșoru Vechi City Hall, Prahova County.

3.2. Buildings of the asset

The Strejnic sports base consists of buildings with sports facilities and covered bleachers. Existing buildings are in the company's patrimony since 2000 (annex buildings and bleachers). In 2010, the buildings have been upgraded.

3.3 Ongoing investments – Not applicable.

3.4. Asset encumbrances:

- mortgages – Not applicable ;
- real movable guarantees – Not applicable ;
- Claimed by third parties – Not applicable ;
- lease management contracts – Not applicable ;
- joint venture agreement – Not applicable;
- leasing contract– Not applicable ;
- Bailment agreement– Not applicable.

3.5. Presentation of advantages, weaknesses, opportunities and risks for the asset.

Strong points

The access to the property is made from an asphalted street, it has all the utilities, it has autonomy for part of the utilities, and the area is suitable for carrying out sports activities. It does not require immediate investment.

Weak points

Not applicable.

Opportunities

The asset is located in the area in which the sports activities can be carried out.

Threats

Not applicable.

3.6. Rights over the asset (operation, exploitation, administration)).

CONPET S.A. Ploiesti has the right to operate, exploit and administer this asset. No rights are given to third parties.

4. PRESENTATION OF THE ENVIRONMENTAL PROBLEMS OF THE ASSET

This asset is intended to carry out sporting activities and is not subject to regulation from the point of view of environmental protection.

5. OTHER ADDITIONAL ELEMENTS ABOUT THE ASSET

Not applicable.

Annex 1

ENVIRONMENTAL NOTICE

NOT APPLICABLE

Annex A2

DECLARATION OF THE MANAGEMENT OF THE ECONOMIC OPERATOR WITH REGARD TO THE ENVIRONMENTAL PROBLEMS OF THE ASSET

I, the undersigned Liviu Ilasi, legal representative of Conpet S.A. Ploiesti, acting as General Manager, declare on my own responsibility that the asset consisting of 1987.3 m2 spread areas and football fields and tennis courts, located in Strejnicu village, Targșoru Vechi commune, Prahova County, which has the purpose to carry out sports activities, is not subject to environmental regulation.

**General Manager,
Eng. Liviu Ilași**

Annex A3

LIST OF ASSET RELATED DOCUMENTS TO BE PROVIDED TO THE TENDERERS AT THE HEADQUARTER OF THE ECONOMIC OPERATOR

1. Asset property documents- building permit and minutes of reception and commissioning
2. Land Register Extract - ongoing
3. Evaluation report prepared by APPRAISALS & CONSULTING DIVISION SRL Bucharest.

SECTION B

OFFER TO SELL THE ASSET

Asset comprised of buildings with a spread area of 1987.3 m² located in Strejnicu village, Târgșoru Vechi commune, Prahova County.

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Chapter 1 LEGAL FRAMEWORK

The sale of assets of economic operators is carried out in accordance with the provisions of the following normative acts:

- Law no. 287/2009, regarding the Civil Code;
- Government Emergency Ordinance no. 88/1997, on privatization of commercial companies, approved by Law no. 44/1998, as amended and supplemented;
- Law no. 137/2002, on measures to accelerate privatization;
- G.D. no. 577/2002, approving the Methodological Norms for the application of Government Emergency Ordinance no. 88/1997, on the privatization of commercial companies, with subsequent amendments and completions and of Law no. 137/2002, on measures to accelerate privatization;
- Law no. 31/1990, republished, regarding the companies, republished with the subsequent amendments and completions;
- Law 213/1998, on public property and its legal regime, with subsequent amendments and completions;
- Law 346/2004, on public property and its legal regime, with subsequent amendments and completions.

Chapter 2 METHOD OF SALE OF THE ASSET

The method of sale of the asset is: "**Open auction**".

The auction step is 5% of the starting auction price.

Chapter 3 OFFER FOR SALE OF THE ASSET

3.1. The Economic Operator CONPET S.A. Ploiesti offers for sale **the asset comprised from buildings with a spread area of 1987.3 m² located in Strejnicu village, Târgșoru Vechi commune, Prahova County.**

3.2. Reference document: Asset presentation file

3.3. The offer price of the asset is **2,554,103 lei**, plus VAT, the equivalent of 556,837 EURO, plus VAT (NBR exchange rate - 1 euro = 4.5868 lei / 06.07.2017.).

CHAPTER 4. PAYMENT METHOD

Full payment is made until the date of conclusion of the sale-purchase contract, in the authentic form, respectively within maximum 10 working days from the date of the conclusion of the minutes of the asset's adjudication.

Note: Foreign natural or legal investors may make the offer and pay the price in EURO;

CHAPTER 5. WARRANTIES AND PENALTIES

5.1. Warranties for participation in the auction

Tenderers participation in the auction is conditional upon the submission of a participation guarantee in the amount of 10% of the starting bid price, respectively 255.410 lei / 55.684 EURO, in one of the following forms:

- Order payment transfer;
- Letter of bank guarantee, transmitted through a bank channel, issued to the vendor's economic operator;

Payment of the participation guarantee is made in lei by Romanian natural / legal persons in the account no. R038RNCB0205044865700001, opened with BCR Ploiesti, respectively in EURO by

foreign natural persons / legal entities, in account no. RO84RZBR0000060007456532, opened with RAIFFEISEN BANK Ploiesti.

The Participation Guarantee shall be returned within 2 (two) working days from the date of conclusion of the minutes on the negotiation of the contractual clauses, to all participants except the winning tenderer with whom the sale-purchase contract will be concluded. In the case of the adjudicating tenderer, the participation guarantee shall be considered as partial payment of the price.

The tenderer will lose the warranty for participation in the auction if he is in any of the following situations:

- Withdraws its offer during the period in which it becomes mandatory (it cancels its offer after it has been opened and before the adjudication or revokes its tender if the bidder is declared the adjudicating tenderer but does not sign the sale / purchase contract of the asset under the negotiated terms);
- Is declared adjudicating tenderer but does not sign the sale / purchase contract of the asset under negotiated terms;
- Is declared adjudicating tenderer but has not paid the equivalent in lei / currency of the bank guarantee letter with payment order, received by the economic operator before the date of signing the sale-purchase contract;
- Termination of the sale-purchase contract due to the buyer's fault, due to not paying the complete price of the purchase price.

Note: The term of validity of the bank guarantee letter shall be of at least 90 days from the date specified in the Sales Notice as the deadline for submitting the Offer;

Letter of bank guarantee must be issued by Romanian or foreign banks, correspondent with a Romanian bank and transmitted only by bank channel, in order to check the authenticity of the document or the SWIFT message and if the signatures of the bank issuing the bank guarantee letter are legal and engage the bank.

CHAPTER 6. DIRECT ACCESS TO DATA AND INFORMATION ABOUT THE ASSET

If, prior to the sale of the Presentation File or within its purchase period, the interested legal or natural person communicates in writing to the economic operator that they wish to make a visit to get an idea on the economic and physical status of the asset, the economic operator must ensure access to the publishable economic, technical, legal and environmental data, with the prior signing of a Confidentiality Agreement, by paying the fee of 250 lei / 55 EURO.

If the interested natural or legal person informs the economic operator in writing that they wish to draw up their own expert report on the asset, the economic operator is obliged to provide them with free access to all technical, economic, financial, legal and technical data and information on the assets subject to sale.

The direct access to the technical, economic, financial, legal and environmental data and information on the asset subject to sale will be made on the basis of advance payment of a direct access fee for data and information amounting to 250 lei / 55 EURO.

The fee will be paid by the potential buyer to the economic operator.

The non-acceptance and non-disclosure of the Confidentiality Agreement under the terms and conditions submitted by the economic operator results in the impossibility of the access by the interested individuals or legal entities in the data and information on the asset or the purchase of the Presentation File.

The interested natural or legal persons will have access to the technical, economic, financial, environmental and legal data and information on the asset subject to sale under the following conditions:

- submitting a letter of intent for the purchase of the asset;
- submitting a written application requesting access to the data and information on the asset;

- Signing of the Confidentiality Agreement at the premises of the economic operator;
- Proof of payment of the access fee.

Chapter 7. VALUE OF THE PARTICIPATION GUARANTEE, PARTICIPATION FEE, ACCESS FEE AND COUNTER VALUE OF THE PRESENTATION FILE

7.1. The value of the participation guarantee is 10% of the auction starting price, respectively 255,410 lei, / 55,684 EURO. The participation guarantee is paid in lei by the Romanian natural persons / legal entities, respectively in EURO, by foreign natural persons / legal entities.

7.2. The value of the direct access fee for assets and information is 250 lei / 55 EURO.

7.3. The auction participation fee is 1000 lei/ 218 EURO.

7.4 The value of the Presentation File purchase is 250 lei/ 55 EURO.

The value of the access fee and the amount of the participation fee is paid in lei by the Romanian natural / legal entities, respectively in EURO, by foreign natural persons / legal entities.

The payment modality for the participation guarantee, auction participation fee, data access fee, and information on the asset and the acquisition fee of the presentation file will be made as specified in the ad.

Chapter 8. DRAFT OF THE ASSET SALE-PURCHASE CONTRACT

The sale-purchase contract will be concluded in a genuine form and will contain clauses within the limits of those set out in the attached draft contract:

SALE-PURCHASE CONTRACT DRAFT

CONPET S.A. located in _____, registered with the Prahova Trade Register under no. _____, Tax code _____, represented by the General Manager _____ domiciled in _____, declare that I sell _____, domiciled in _____, my property located in _____, comprised of _____.

The property is registered in the Land Registry no. _____ of the locality _____ as it results from the conclusion no. _____ issued by A.N.C.P.I. - O.C.P.I. Prahova - Office of Cadaster and land Registry Ploiesti.

I, the seller, received the property through _____.

I, the buyer, declare that I am aware of those shown by the seller through his representative about the origin of the property and know they are true.

The sale price has been set by us, the parties, to the amount of _____, of which the value of the land is _____, the value of the construction is _____ and we declare on our own responsibility that the price thus agreed is honest (real) and serious, according to the provisions of art. 1660 of the new civil code, price which I, the seller, through my representative, declare that I received it entirely from the buyer today, the date of authentication of this contract, by bank transfer to the account _____.

We, the parties, declare that the provisions of the Law no. 70/2015 regarding the cash and cash payment operations between legal entities and natural persons have been brought to our attention, as a result of the transfer of the right of ownership.

Expenses incurred with the authentication of this contract, such as the real estate advertising tax and the fee, are borne by the buyer.

The transfer of the property and the delivery of the real estate is done starting today, the date of the authentication of this contract.

I, _____, declare that I purchased from S.C. " _____ " SA, through its representative _____, the property described above, with the price of _____, of which the value of the land is _____, the value of the construction is _____, which I paid in full to the seller through its representative, today, the date of authentication of this contract, by bank transfer into the account _____.

There are no encumbrances on the building as it results from the land registry extract no. _____ / _____ issued by A.N.C.P.I. - O.C.P.I. Prahova - Office of Cadaster and Land Registry Ploiesti.

Taxes and fees of any kind to the state, on the property, have been paid to date by the seller as it results from the fiscal attestation certificate no. _____ issued by the Local Public Finance Office Ploiesti, and starting today, the date of authentication of this contract, they pass on to the buyer.

I, the vendor, through my representative, declare under my own responsibility that all debts to the utilities as listed in art. 1 paragraph (2) of the Law no.51 / 2006, as well as to the electricity supply and Distribution Company and we have handed the buyer proof of payment documents.

I, the seller, through my representative, declare under my own responsibility that I have not concluded a construction insurance policy, and I, the buyer, have become aware of this issue and I am obliged to conclude such insurance policy after the signing of this contract.

I, the seller, through my representative, declare that there are no litigations in court, neither notification nor opposition to the alienation of the immovable property covered by this act. -----

I, the seller, through my representative, declare under my own responsibility that the property described above has not been removed from the civil circuit by way of any normative act of passing into state ownership, but has been continuously in my legal possession and I guarantee the buyer against total or partial eviction and vice-versa under the conditions provided by Articles 1695-1697 and 1707 of the new Civil Code. -----

We, the parties, declare that, before the signing of the present document, it has been read to us in its entirety, we have understood its content and its legal consequences and those contained in the act represent our will. -----

Written by the Notary Public..... and edited at the notarial office today, the date of authentication, in 1 (one) original copy that remains in the archives of the notary office.-----

THE SELLER,
Through representative

THE BUYER,

Chapter 9. TERMS AND PLACES OF SUBMISSION OF DOCUMENTS FOR PARTICIPATION IN THE AUCTION, AND THE POSSIBLE APPEALS

The closing date and place of submission of the tender documents is communicated through the Sales Announcement (Offer to sell the asset).

Appeals related to the open call auction with call will be addressed by legal / physical persons to Conpet, in original, at the following address: Ploiesti, Anul 1848 Street, No. 1-3, code 100559, Prahova County - at the Registry or by fax, at no. (004) 0244 516 451. Under the sanction of the rejection of the appeal as late, it shall be submitted to Conpet no later than the expiry of the 2 (two) working days from the date of the auction.

Conpet reserves the right to suspend the auction procedure in cases where it considers this measure necessary. The appeal will be resolved within 5 business days of receipt by a Conpet Dispute Settlement Board. The Dispute Settlement Board may order the refusal or admission of the appeal by declaring a decision to that effect to be communicated to the opposing party. The person dissatisfied with how Conpet resolved the appeal may further appeal to the court under the free access to justice.

SECTION C

DOCUMENTS FOR PARTICIPATION IN THE OPEN TENDER

Tenderer - Romanian legal persons
Tenderer - Foreign legal persons
Tenderer - Romanian natural persons
Tenderer - Foreign natural persons
Tenderer - Traders, individuals or family associations

ANNEXES:

Annex no. C1	Letter of bank guarantee;
Annex no. C2	Financial reliability letter (model);
Annex no. C3	Statement on own responsibility that they are not under reorganization and bankruptcy procedures;
Annex no. C4	Power of Attorney;
Annex no. C5	Confidentiality Agreement.

TENDER PARTICIPATION DOCUMENTS PRESENTED IN SEALED ENVELOPE

For participation in the open call auction, the tenderers will file at the headquarters specified in the ad, the documents listed below:

1. Tenderer - Romanian legal persons

The proof regarding the deposit of the participation guarantee in the amount of 255,410 lei, in one of the following forms:

- Payment with a payment order;
- Bank Guarantee Letter in Original, transmitted via bank channel, issued in favor of the seller (according to annex no. C 1).

Authorized power of attorney granted to the person who represents the tenderer, signed by the Tenderer according to annex no. C 4), if appropriate;

Reports of activity of the tenderer or financial statements for the last financial year of the tenderer;

Documents certifying the identity and quality of the tenderer (SME in case of sale under Law No. 346/2004), if applicable - turnover and number of employees.

Copies of the registration certificate issued by the Trade Registry Office, of the Articles of Incorporation, the relevant addendums and the tax registration certificate or the "sole registration code", as the case may be. The original or certified copy issued by the Trade Register Office in the previous month or the month of submission of the documents, showing the status / situation of the company (until the date of its issuance, no mention is made under Article 21 / Law 26/1990 on the conviction of the trader for criminal acts, the prohibition, the establishment of the court, the declaration of the state of bankruptcy) and the governing bodies.

Financial reliability letter issued by a Romanian banking company (according to annex no. C2);

Evidence of payment of tax liabilities to all budgetary creditors by presenting the tax attestation certificates issued by the competent tax authorities (DGFP and local) valid on the date of submitting the document, showing that there are no arrears of payments to the consolidated budget and the local budget. The certificate will be deposited in original or in legalized copy;

Statement that they are not in insolvency (according to annex no. C3).

Proof of payment of the Presentation File, Auction Fee and Access to Asset Data and Information (if applicable);

2. Tenderer - Foreign legal persons

Evidence of the deposit guarantee amounting to EUR 55,684 in one of the following forms of payment:

- Payment order transfer;
- Letter of bank guarantee, transmitted by bank channel, issued in favor of the seller (according to annex no.C1).

Authorized power of attorney granted to the person who represents the tenderer, signed by the Tenderer (according to annex no.C4), if appropriate;

Reports of activity of the tenderer or financial statements for the last financial year of the tenderer;

Documents certifying the identity and quality of the tenderer (SME in case of sale under Law No. 346/2004), if applicable - turnover and number of employees.

Registration Document of the Foreign Trade Company;

Financial reliability letter issued by a foreign bank with presence in Romania or a foreign bank that has correspondent relations with Eximbank (according to annex no. C2);

Statement on own responsibility that they are not in a judicial reorganization or bankruptcy (according to annex no. C 3);

Proof of payment of the Presentation File, Auction Fee, and Access to Asset Data and Information, if applicable.

3. Tenderer – Romanian natural persons

Proof of submitting the participation guarantee in the amount of 255,410 lei, in one of the following forms:

- Payment with a payment order;

- Bank Guarantee Letter in Original, transmitted via bank channel, issued in favor of the seller (according to annex no. C 1).

Authorized power of attorney granted to the person who represents the tenderer, signed by the Tenderer according to annex no. C 4), if appropriate;

Reports of activity in the field, as well as reports on specialized training, as the case may be;

Documents certifying the identity and quality of the Tenderer:

- ID card copy;
- The criminal record certificate stating that they have not been convicted of a criminal offense, except for convictions for road traffic offenses.

Evidence of payment of tax liabilities to all budgetary creditors by presenting the tax attestation certificates issued by the competent tax authorities (DGFP and local) valid on the date of submitting the document, showing that there are no arrears of payments to the consolidated budget and the local budget. The certificate will be deposited in original or in legalized copy;

Proof of payment of the Presentation File, Auction Fee and Access to Asset Data and Information (if applicable).

4. Tenderer – Foreign natural persons

Proof of submitting the participation guarantee in the amount of 55.684 EURO, in one of the following forms:

- Payment with a payment order;

- Bank Guarantee Letter in Original, transmitted via bank channel, issued in favor of the seller (according to annex no. C 1).

Authorized power of attorney granted to the person who represents the tenderer, signed by the Tenderer according to annex no. C 4), if appropriate;

Reports of activity in the field, as well as reports on specialized training, as the case may be;

Documents certifying the identity and quality of the Tenderer:

- Passport copy;
- A criminal record certificate or a similar document stating that they have not been convicted for committing offenses similar to those requested for Romanian individuals;
- a certificate attesting the payment of professional insurance.

Proof of payment of the Presentation File, Auction Fee and Access to Asset Data and Information (if applicable).

5. Tenderer – Traders, individuals or family associations

Proof of submitting the participation guarantee in the amount of 255,410 lei, in one of the following forms:

- Payment with a payment order;

- Bank Guarantee Letter in Original, transmitted via bank channel, issued in favor of the seller (according to annex no. C 1).

Authorized power of attorney granted to the person who represents the tenderer, signed by the Tenderer according to annex no. C 4), if appropriate;

Reports of activity in the field, as well as reports on specialized training, as the case may be;

Documents certifying the identity and quality of the Tenderer:

- A copy of the identity document and of the operating authorization issued by the competent authority or of the legal act of incorporation, as the case may be;
- A copy of the tax attestation certificate issued by the competent fiscal body.

Proof of payment of the Presentation File, Auction Fee and Access to Asset Data and Information (if applicable).

If the content of the documents referred to in points 1-5 does not show the fulfillment of the seller's requirements set out in the advertisement and in the Presentation File, the tenderers will be removed.

All the participation documents submitted by Romanian legal entities, unless they are activity reports or financial statements, shall be presented in original or in a legalized copy.

All participation documents submitted by foreign legal persons, unless they are activity reports or financial statements, will be presented in a copy accompanied by a certified translation into Romanian.

ANNEX no. C1

Bank header

Date

LETTER OF BANK GUARANTEE (model)

If the Tenderer, based in, has submitted its tender for participation in the open call auction organized by for the sale of the asset belonging to, us, the BANK based in, we guarantee in favor.....(*seller economic operator*) and we hereby irrevocably undertake to make the payment immediately, irrespective of the validity and legal effect of the transaction in question, and without invoking any exceptions or objections resulting from this transaction at your first request of any amount up to lei / EURO, upon receipt of your written request and your written confirmation that the tenderer is in any of the following situations:

- Withdraws its offer during the period when it becomes mandatory (it cancels its offer after it has been opened and before the auction or revokes its offer in the situation in which is declared the adjudicator tenderer);
- is declared adjudicator tenderer but does not sign the sale / purchase agreement of the asset under negotiated terms;
- is declared adjudicator tenderer but did not convert the letter of guarantee into a payment order received by the economic operator before the date of conclusion of the sale-purchase contract.

The Letter of Bank Guarantee is valid until..... (*) and automatically and wholly expires, regardless of whether this Letter of Bank Guarantee is returned to us or not , if your written request and your written confirmation do not reach us by no later than the aforementioned date.

With each payment made under this guarantee, our payment obligations will be reduced accordingly.

We hereby agree that the claims under the terms of this letter of guarantee will be honored in time if they are submitted at..... (the address of the bank).

This letter of bank guarantee complies with the Uniform Rules for Deposit Guarantees, Publication No. 458/500 of the International Chamber of Commerce.

(*)At least 90 calendar days from the date specified in the Advertising as the deadline for the submission of participation documents. The guarantee will have to cover the estimated duration of the action.

AUTHORIZED SIGNATURES

Note: The letter of bank guarantee must be issued by Romanian or foreign banks in favor of the seller and transmitted by bank channel in order to verify the authenticity of the SWIFT document or message and if the signatures of the bank issuing the bank guarantee letter are legal and engage the bank.

The bank guarantee letter, in original or SWIFT, will be included in the tender documents and will be accompanied by the confirmation of the seller's bank.

ANNEX no. C 2

Bank header

Date

FINANCIAL RELIABILITY LETTER (model)

This financial reliability letter issued at the request to participate in the OPEN CALL AUCTION organized for sale of the asset belonging, locality / Asset

We hereby confirm that the economic agent Established on, With a share capital of ... thousand lei, has opened at our unit the availability account for the current activity, from and for investments, on the date of.....

1. Upon the date of issue, our Employer records the following situation for the previous two years, namely for ... months of the current year (*presented as table*):

* The company 's turnover amounts to.....thousands lei (EURO);

* Gross / net profit achieved amounting to.....thousands lei(EURO)

* Net profit rate(%)

* Global liquidity rate (%)

* General solvency rate (%)

* Financial autonomy rate (%)

2. For loans granted (short, medium or long term) on ... for activity (current, investments) records / does not record overdue payments and / or unpaid interest.

3. Since the opening of accounts, the company's turnover through our bank ismil lei (EURO).

4. Other aspects detached from the analysis.....

The above elements lead to the conclusion that the company has a financial situation: very good / good / satisfactory / poor / very poor.

This opinion is based on the information we currently have on our bank relationships with the Tender to this branch. The answer should not be considered as the only reference source.

Signature:

Note:

1. Calculation method for economic and financial indicators:

Net profit rate = Net Income / Turnover

Global liquidity rate = Current assets / Current liabilities

General Solvency Ratio = Total Assets / Current Debts

Financial autonomy rate = Equity / permanent capital.

ANNEX no. C 3

STATEMENT

The Company.....located in.....as a legal representative of S.C.
.....S.A./S.R.L. based on power of attorney no..... of.....,
declare the following:

- The company I represent is not insolvent and the insolvency proceedings have not been opened against it under Law 85/2014 on Insolvency Procedure, as subsequently amended and supplemented;
- The offer is valid for 90 days;

This statement is given for the purpose of admission as a Tenderer to the auction organized for the sale of the asset.....

Date:

TENDERER

Authentication of this act was required:

ANNEX no. C4

POWER OF ATTORNEY

The undersigned ("The Tenderer")with its registered office in a company operating in accordance with the laws of ..., by acting through its authorized legal representatives ... hereby empowered by power of attorney (name, address), holder of the identity card / passport issued in as a legal representative, conferring full powers to:

- represent the Tenderer, with full authority to negotiate on behalf of the Contractor with CONPET S.A. and the auction commission to buy the asset belonging to..... ..;
- To negotiate for the Tenderer with CONPET S.A. and the auction commission the terms and conditions of all legal documents for the purchase of the asset and to sign all documents for and on behalf of the tenderer;
- To sign any contract, document or deed and to take all necessary steps in connection with any negotiation for the purchase of the asset in the name, for and in the account of the undersigned.

The present document was drafted today, the date of authentication, at the Notarial Office, in three copies, two copies being handed to the parties after authentication.

Signed today

PROXY,

Tenderer

Signature and stamp

Name

Position

ANNEX no. C 5

CONFIDENTIALITY AGREEMENT

REGARDING: **“Property comprised of buildings with a spread area of 1987.3 m² located in Strejnicu village, Târgșoru Vechi commune, Prahova County.**

Under this Confidentiality Agreement, the terms used will have the meanings indicated below:

Seller means: CONPET S.A. Ploiești , Anul 1848 Street, no. 1-3 , Prahova County.

Asset means: the Property comprised of buildings with a spread area of 1987.3 m² located in Strejnicu village, Târgșoru Vechi commune, Prahova County.

Representatives of the seller means: Employees, agents, counselors, auditors, consultants, and any other person empowered to represent and engage the Seller legally in accordance with the relevant provisions of the Articles of Incorporation or on the basis of an express and unambiguous written mandate;

Tenderer (potential buyer) means: Romanian or foreign natural or legal person, who fulfills the conditions for participation

Representatives of the Tenderer means: Employees, agents, counselors, auditors, consultants and any other person empowered to represent and legally employ the Tenderer in accordance with the relevant provisions of the Articles of Incorporation or on the basis of an express and unambiguous written mandate;

Transaction means: The process of selling the Assets belonging to the Seller to prospective buyers (Tenderer);

Agreement means: this Confidentiality Agreement;

Informations means:

- All information and data of any kind relating to the asset, to any matter, of any nature, of its activity as well as related to the Transaction, which may be used in any form and on any support, and which are provided by the Seller and / or their Representatives, the Tenderer and / or the Tenderers' Representatives;

- Any analyzes, compilations, data, studies, syntheses, summaries, forecasts or any other documents (written by hand or processed on a diskette, tape, microfilm or otherwise) written by the Tenderer or its Representatives, containing or are based on, in whole or in part, the Information provided by the Seller and / or its Representatives.

Information does not include:

- Information already known to Tenderer if this information has not been provided under a confidentiality agreement or is not subject to any other confidentiality obligations assumed by the

Tenderer to the Seller and / or their Representatives or third parties; In any event, the tenderer will be required to prove that he has been in possession of that information prior to the signing of this Agreement;

- Information that is public or becomes public by any means that exclude the fault or negligence of the Tenderer and / or its Representatives;
- Information provided to the Tenderer legally and without the obligation of confidentiality by a third party, who in turn is not bound by a confidentiality obligation towards the Seller and / or its Representatives.

The Agreement is the valid, legal and full effect undertaking by the Tenderer of the obligation of confidentiality with regard to the Information under the conditions set forth in the clauses below.

I. The tenderer undertakes :

- to keep Information Confidential;
- Not to disclose the Information except in the cases and subject to the express conditions set forth in this document, namely Clauses II and V;
- Not to use the Information, directly or indirectly, for any purpose other than that of making its decision to participate in the Transaction;
- To take all necessary measures to ensure that its Representatives comply with and meet all the conditions accepted by the Tenderer in this Undertaking as if they were signatories thereto;
- To take all necessary and reasonable measures at the level of internal organizational structures to prevent the disclosure of Information to anyone other than the persons authorized to receive the Information and to prohibit unauthorized persons from accessing them;
- not to make copies of the Information or reproduce them in any other way than for distribution to the Representatives;
- to keep a written record of all received Information as well as of the distribution to its Representatives, a record it will present to the Seller at any time at their request.

II. The tenderer will only distribute the Information to his / her Representatives only after fulfilling the following prerequisites:

- Distribution of Information to that Representative (s) is strictly necessary for the purpose of participating in the Transaction;
- The tenderer informs his / her Representatives of the confidential nature of the Information;
- the representatives agree in writing to the terms of the Agreement;

If the Seller has requested this in writing, the Tenderer shall forward to them the list of the Representatives to whom the Information will be distributed (indicating the identity of the persons).

III. The tenderer also undertakes :

- Not to communicate in any way, directly or indirectly, with third parties regarding the Transaction;
- Not to communicate in any way, directly or indirectly, with third parties about whom the Tenderer or its Representatives are aware that they are in contractual relations of any kind or in any other relationship with the Seller and / or their Representatives on any subject to the information.
- In the event that the Tenderer is aware of any unauthorized disclosure or use of the Information, he will promptly notify the Seller thereof and will take all reasonable care to assist the Seller in limiting any present or future damages or losses resulting from that disclosure and / or unauthorized use of the Information.

IV. If the tenderer has a legal obligation to disclose all or part of the Information, it will immediately notify the Seller in writing before submitting the information so that they can find the protection or other necessary remedy and / or free the Tenderer of the obligations under this Agreement. The tenderer will agree and assist the Seller and / or their Representatives in drafting a document that will effectively protect all of the Seller's interests and / or their Representatives in order to prevent the disclosure of the Information to the public. Such a waiver by the Seller in complying fully with the Agreement shall operate under the following cumulative conditions:

The tenderer will prove his / her legal obligation to disclose Information and will indicate the entity to whom the information is to be disclosed;

The tenderer will fulfill its legal obligation under the conditions stipulated in paragraph 1, point V and will provide the minimum information required, strictly limited to them;

The tenderer will accurately indicate the extent and content of that part of the Information the disclosure of which is absolutely necessary for the purposes of the Tenderer's fulfillment of its statutory obligation;

Seller's waiver of compliance with this Agreement will only deal with that part of the Information for which the disclosure is absolutely necessary on the basis of the legal obligation of the Tenderer and will refer only to the entity to which the tenderer has the legal obligation in question.

V. The tenderer declares and warrants that neither he nor any of its Representatives has at the time of signing this Agreement nor will it subsequently accept to assume, on a voluntary basis, directly or indirectly, an obligation of any kind that involves or may involve Disclosure of Information to third parties.

VI. The information is and will remain the property of the Seller and the disclosure will not give the Tenderer and / or its Representatives any other right over the Information than to use it solely for the purpose of making its decision to participate in the Transaction. If the Seller, on the one hand, or the Tenderer, on the other hand, decides not to continue the Transaction, it will immediately notify the other party. In any of these situations, the Tenderer will return to the Seller all tangible information provided by the Seller and / or their Representatives without retaining copies of the Information within 5 calendar days from the date of notification. Also, within the same 5-day period, the Tenderer will destroy or delete any document or file (written or processed on a diskette, tape, microfilm or otherwise) that consists of or contains information written by or for the Tenderer and its Representatives, and will provide the Seller with a certificate stating that this obligation has been fulfilled. Upon the return and / or destruction of the Information pursuant to the provisions of this clause, the Tenderer and its Representatives shall continue to be bound by the confidentiality obligations under the terms of this Agreement.

VII. Although the Seller and its Representatives have done the utmost care to include in the Information that information and data that they believe to be reliable, meaningful and necessary to the tenderer to make its decision to participate in the Transaction, the Tenderer acknowledges and accepts that the Seller and / or its Representatives does not warrant in any way the accuracy, completeness and compliance with the Information.

VIII. The tenderer acknowledges and accepts that it cannot require the Seller and / or their Representatives to access the Information about which the Seller is required to maintain confidentiality, unless the Seller obtains the prior written consent of the person to whom that obligation was made.

IX. The tenderer acknowledges that failure or defective performance of any obligation assumed through the Agreement, even without its own fault or the fault of its Representatives, will directly or indirectly

cause damage to the Seller and their Representatives, and undertakes to compensate the Seller and their Representatives for all damage suffered (Including, but not limited to, any losses, costs, damages, expenses or other risks incurred by the Seller).

X. This Agreement is valid for a period of 3 years from the date of its entry into force.

XI. The tenderer states that this Agreement cancels any other deals, arrangements, negotiations, discussions between the Tenderer and the Seller regarding the subject of the Agreement.

XII. Any amendment to the terms and conditions of this Agreement shall be made by an addendum made in writing and signed by the Tenderer and the Seller.

XIII. The law applicable to this Agreement is the Romanian law.

XIV. The tenderer cannot give in whole or in part to third parties its rights under this Agreement.

XV. The tenderer accepts that any notification, request or communication necessary to fulfill the Agreement shall be made in writing under the following conditions:

- (i) It shall be issued through the Representative during the work program at the Seller's and Tenderer's premises at the addresses indicated in this Agreement to the person authorized to do so;
- (ii) Shall be sent by fax, telex or e-mail or by registered letter with acknowledgment of receipt.

For the Seller:

The Company Conpet S.A,
Phone, fax

For the Tenderer:

The Company,
Phone, fax

Any notice issued / sent according to the above is deemed to have been made and received on the date when the notice was mailed, sent by fax or e-mail if it is a business day, otherwise on the next working day. Any change to the contact address will be notified immediately, subject to the unenforceability. For purposes of this Agreement, "Business Day" means any day when the notice was issued / transmitted, except Saturdays and Sundays, or any other legal holiday in Romania.

XVI. The tenderer declares and warrants that it has been established and operates legally, that it has full capacity to conclude and execute this Agreement and that the signatories have the mandate necessary for the valid signing of the Agreement in the name and on behalf of the Tenderer.

XVII. The tenderer declares and accepts that in the event that any of the provisions of this Confidentiality Agreement is declared invalid, the other provisions remain fully valid and produce its effects under the conditions set out above.

XVIII. This Agreement enters into force on the date of its signing by the Tenderer.

Signed and accepted under the above conditions by *) _____

Date: _____

*) Tenderer natural person: Name, surname, identity document, proxy representation number of the representative of the tenderer.

Tenderer legal person: name, country of origin, registered office, fiscal code / sole registration code at the Trade Registry Office.

I took note of the above

Seller
Conpet S.A. Ploiești

Tenderer

General Manager,
Eng. Liviu Ilași

CFO,
Ec. Sanda Toader

Head of the Legal Department,
Legal Adviser Cornel Banică

Chief of Patrimony Management Department,
Eng. Gabriela Hîlcu