

**ROMÂNIA
JUDEȚUL SATU MARE
ORAȘUL TĂȘNAD
CONSILIUL LOCAL**

**ANEXA
LA HOTĂRÂREA NR. 55 / 2019**

| ACORD NR. / _____ | AGREEMENT NO. / _____ |
|---|--|
| Incheiat intre: | Concluded between |
| <p>SERINUS ENERGY ROMANIA SA., o societate inregistrata in conformitate cu legile din Romania, avand sediul in Bucuresti, strada Ghetarilor nr.15, Etaj 2, Sector 1, Bucuresti, inregistrata sub nr. J40/14330/2008 la Registrul Comertului, avand Cod Fiscal: RO 24364432, reprezentata legal de Dl. Jeffrey Auld, avand functia de Presedinte Consiliu de Adminsitratie, reprezentant legal al Serinus Energy Romania S.A., in calitate de parte care isi da acordul pentru desfasurarea unor activitati miniere in perimetrul Geothermal nr.1 – Primaria Tasnad, Judetul Satu Mare determinat prin coordonate STEREO 70 aratat in Anexa 1 la prezentul acord, aflat in perimetrul E IV – 5 Satu Mare, numita in cele ce urmeaza “Serinus”</p> | <p>SERINUS ENERGY ROMANIA SA., a company operating according to Romanian laws, with its office in Bucharest, 15 Ghetarilor Str., Floor no.2, District 1, registered under J40/14330/2008 with Trade Register Office, having fiscal code: RO 24364432, legally represented by Mr. Jeffrey Auld, President of the Board of Directors, legal representative of Serinus Energy Romania SA., as party who grants its approval for development of mining activities on Goethermal Block no.1 – Primaria Tasnad, Satu Mare county, established by STEREO 70 coordinates shown in Annex 1 to the present agreement within E IV – 5 Satu Mare petroleum concession, called hereinafter “Serinus”</p> |
| si | And |
| <p>ORAS TASNAD, Strada Lacramioarelor nr. 35, orasul Tasnad, judetul Satu Mare, reprezentat legal de Dl. Primar Ing. Grieb Csaba Francisc in calitate de parte care solicita acordul ANRM pentru scoaterea la concursul public de oferta pentru activitati de explorare si/sau exploatare substanta apa geotermala din perimetrul Tasnad, judetul Satu Mare si implicit solicita acordul Serinus pentru desfasurarea unor activitati miniere in Perimetrul Geothermal nr.1 – Primaria Tasnad, Judetul Satu Mare determinat prin coordonate STEREO 70 aratat in Anexa 1 la</p> | <p>ORAS TASNAD, 35 Lacrimioarelor Street, Tasnad city, Satu Mare county, legally represented by Mr. Mayor – engineer Grieb Csaba Francisc as party that applies for the NAMR’s agreement for taking out at public offer tender for activities of exploration and /or exploitation of geothermal water in Tasnad block, Satu Mare county and therefore it applies for the Serinus’s agreement for development mining activities in Goethermal Block no.1 – Primaria Tasnad outlined by STEREO 70 coordinates shown in Annex 1 hereto, which is overlapped with</p> |

prezentul acord, perimetrul care este suprapus peste o portiune din perimetrul E IV – 5 Satu Mare, numita in cele ce urmeaza “Oras Tasnad”

Avand in vedere prevederile art. 4, 35, si 47 par. (k) din Legea Petrolului nr. 238 / 2004 si ale art. 10 par. (4) din Normele metodologice pentru aplicarea Legii petrolului nr. 238/2004 si ale art. 16 din Legea minelor nr. 85/2003, partile au convenit incheierea prezentului acord.

DREPTURILE SI OBLIGATIILE PARTILOR

DREPTURILE SI OBLIGATIILE SERINUS

ART. 1 Prin prezentul, **Serinus** isi da acordul pentru desfasurarea de catre Orasul Tasnad sau de un viitor Titular al concesiunii de apa geotermala Tasnad a unor activitati miniere de explorare si/sau exploatare apa geotermala in perimetrul Tasnad, incepand cu data prezentului acord, pentru o durata maxima de 5 ani, cu posibilitate de prelungire prin act aditional, semnat de ambele parti, - pentru o perioada aditionala de 3 ani

ART. 2 Daca prin lucrarile de explorare petroliera ale Serinus sau prin lucrarile de exploatare a apei geotermale se descopera in zona Tasnad, aceasta va avea dreptul sa exploreze si exploateze fara limitari in afara celor legale zona Tasnad conform acordului de concesiune petroliera, urmand ca prezentul acord sa se renegocieze in concordanta cu conditiile geologice existente la acel moment, astfel incat exploatarea apei geotermale sa nu influenteze in mod negativ operatiunile petroliere programate.

a portion of E IV- 5 Satu Mare block, called hereinafter “ORAS TASNAD”

Having in mind the provisions of art. 4, 35 and 47 par. (k) from the Petroleum Law no. 238/2004 and of art. 10 par. (4) from the Methodological norms for the application of the Petroleum Law no. 238/2004 and of art. 16 from the Mining Law no. 85/2003, the parties have agreed the conclusion of the present agreement.

RIGHTS AND OBLIGATIONS OF PARTIES

RIGHTS AND OBLIGATIONS OF SERINUS

ART. 1 Through the present, **Serinus** grants its agreement for the development by the ORAS TASNAD or by a future Titleholder of the Tasnad geothermal water concession of some mining activities of geothermal water exploration and /or exploitation within Tasnad perimeter, starting with the date of the present agreement for a 5 years period, with the possibility of an additional 3 years extension by amendment signed by both parties.

ART. 2 However, if potential hydrocarbons reserves in Tasnad area are discovered through Serinus’s petroleum exploration works or through geothermal exploitation works TASNAD area, this one shall be entitled to explore and exploit Tasnad area according to the petroleum concession agreement, without limitation except for the legal ones, following that the present agreement to be renegotiated in accordance with the existing geological conditions at the respective moment, so that the exploitation of geothermal water not to have a negative influence on the scheduled petroleum operations.

ART. 3 In cazul in care negocierile nu conduc in 45 zile de la solicitarea acestora de catre Serinus ca urmare a unor rezultate pozitive ale explorarii pentru hidrocarburi in zona Tasnad la incheierea unui amendament, prezentul acord se considera terminat in vederea continuarii normale a operatiunilor petroliere conform acordului de concesiune.

DREPTURILE SI OBLIGATIILE

ORASULUI TASNAD

ART. 4 Orasul Tasnad va raspunde prompt tuturor solicitarilor Serinus legate de executarea operatiunilor petroliere in perimetrul Tasnad , daca vor fi.

ART. 5 Orasul Tasnad va transmite cu 30 de zile in avans inainte de inceperea forajului unei sonde de apa geotermala catre **SERINUS** o copie dupa programul de foraj, precum si o notificare a testarii unei astfel de sonde, cu 72 de ore inaintea acestei operatiuni.

ART. 6 Orasul Tasnad va transmite in interval de 60 de zile de la finalizarea forajului/operatiunilor de testare catre Serinus copii dupa toate datele geofizice si/sau geologice achizitionate de Titularul concesiunii de apa geotermala in perimetrul Tasnad incluzand programe de foraj, de echipare, carotaje, analize si descrieri carote, rapoarte zilnice de foraj, teste hidrogeologice, carotaje de sonda si noroaie, productie experimentală/testare si rapoarte de productie/testare si rapoarte finale de sonda si in legatura cu el pe perioada lucrarilor de explorare/exploatare (lucrari de foraj, carotaj geofizic, probe hidrogeologice, exploatare experimentală etc), dupa obtinerea prealabila a acordului ANRM conform legii pentru fiecare tip de date transmise, pentru a compensa

ART. 3 If after 45 days since Serinus's request as a consequence of positive results of hydrocarbon exploration in Tasnad area no amendment is concluded, the present agreement is considered terminated in order to normally continue petroleum operations according to the concession agreement.

RIGHTS AND OBLIGATIONS

OF ORAS TASNAD

ART. 4 ORAS TASNAD shall promptly respond to all Serinus's applications related to the execution of petroleum operations in Tasnad perimeter, if any.

ART. 5 ORAS TASNAD shall promptly submit to **SERINUS** a copy of their drilling program with 30 days before they begin operations at a geothermal well, as well, they will send to Serinus a minimum 72-hour notification of testing of such a well.

ART. 6 ORAS TASNAD shall transmit within 60 days since of final drilling/testing operations to Serinus copies after all geophysical and/or geological data acquired by the Titleholder of the geothermal water in Tasnad South perimeter including drilling programs, completion programs, geophysical well logs, geological cuttings and core descriptions, daily drilling and completion reports, hydrogeological tests, mudlogs and master well logs, experimental production/testing and related production/testing reports and final well reports by the geothermal water Titleholder in Tasnad perimeter and related to it during exploration/exploitation works (drilling woks,

accesul limitat al Serinus la lucrarile de explorare in perimetrul Tasnad si a nu influenta negativ operatiunile petroliere din acest perimetru.

ART. 7 Orasul Tasnad si/sau Titularul care va primi in administrare perimetrul Tasnad pentru operatiuni de explorare si/sau exploatare pentru apa geotermala nu va executa operatiuni de explorare /exploatare pentru apa geotermala in afara perimetrului Tasnad din Anexa 1 sau peste limita de 1600 m de la suprafata terenului fara acordul prealabil scris al Serinus, in caz contrar Orasul Tasnad datorand in solidar cu Titularul penalitati de 10,000 euro/zi pentru fiecare zi de operatiuni miniere in afara limitelor stabilite, daca influenteaza negativ operatiunile petroliere din concesiunea Satu Mare.

ART. 8 Orasul Tasnad se angajeaza ca titularul operatiunilor miniere de explorare/exploatare apa geotermala Tasnad sa nu influenteze negativ operatiunile petroliere din perimetrele adiacente Tasnad si eventualele operatiuni petroliere desfasurate in Tasnad in paralel cu cele miniere, daca vor exista. Daca operatiunile miniere pentru apa geotermala influenteaza negativ operatiunile petroliere din concesiunea E IV – 5 Satu Mare, acestea vor inceta imediat la solicitarea Serinus, pana la stingerea efectelor negative, Orasul Tasnad datorand in solidar cu Titularul operatiunilor miniere plata prejudiciilor create de operatiunile miniere pentru apa geotermala, daca exista.

PREVEDERI FINALE

ART. 9 Orice litigiu in legatura cu acest acord sau provenind din acesta va fi solutionat de

geophysical logging, hydrogeological tests, experimental production etc), after obtaining previous agreement of NAMR according to the law for each type of disclosed data, for the compensation of the limited access of Serinus to exploration works within Tasnad perimeter and in order not to have negative influence on petroleum operations within this perimeter.

ART. 7 ORAS TASNAD and/or the Titleholder that will receive Tasnad perimeter in administration for exploration and/or exploitation operations for geothermal water shall not carry out geothermal water exploration/exploitation outside Tasnad perimeter in Annex 1 or deeper than 1600 m limit from the surface without previous written agreement of Serinus and in case of breach, the ORAS TASNAD shall owe together with the Titleholder Eur 10,000/day penalties for each day of mining operations outside the established limits, if they have negative influence on petroleum operations in Satu Mare concession.

ART. 8 ORAS TASNAD commits that the Titleholder of Tasnad geothermal water exploration/exploitation mining operations is not having negative influence on petroleum operations in Tasnad neighbor perimeters and on eventual petroleum operations in Tasnad perimeter developed at the same time with mining ones, if any. If mining operations for geothermal water have negative influence on petroleum operations in E IV – 5 Satu Mare concession, they will immediately cease at Serinus's request until they stop negative effects, ORAS TASNAD owing together with the Titleholder of Tasnad geothermal water the payment for the created damages by the mining operations, if any such damages.

FINAL PROVISIONS

ART. 9 Any dispute in connection with this

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| <p>instanta competenta din Bucuresti unde se afla sediul principal al Serinus Energy Romania S.A..</p> <p>ART. 10 Prezentul acord se incheie la data de _____, pentru o perioada de 5 ani, in 2 (doua) exemplare originale, cate unul pentru fiecare parte.</p> <p>SERINUS ENERGY ROMANIA S.A.</p> <p>Jeffrey Auld President of the Board of Directors</p> <p>Orasul Tasnad</p> <p>Dl. Primar Ing. Grieb Csaba Francisc</p> | <p>agreement or resulting from this one shall be settled by the competent court from Bucharest, head office of Serinus Energy Romania S.A..</p> <p>ART. 10 The present agreement is concluded on the _____, for a period of 5 years, in 2 (two) original copies, one for each party.</p> <p>SERINUS ENERGY ROMANIA S.A.</p> <p>Jeffrey Auld Presedinte Consiliu de Administratie</p> <p>Orasul Tasnad</p> <p>Mayor Grieb Csaba Francisc</p> |
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**PREȘEDINTE DE ȘEDINȚĂ,
CONSILIER LOCAL
LAURA-FLORINA MAIER**

**CONTRASEMNEAZĂ,
SECRETARUL ORAȘULUI,
SERGIU-IONEL BUTA**