

POPPA LILICA – WITNESS STATEMENT

11.06.2014

The undersigned Poppa Lilica, I hereby state:

I am a lawyer with the Bucharest Bar Association and I perform my activity in Lawyer Office POPPA LILICA. In 2006, after an interview, I have chosen the lawyer DUMITRU GEORGE CLAUDIU to work at my office. After approximatively 3 years he left, with his intention of opening an individual law office, but he came back after approximatively 3 months.

In 15.09.2008, we have concluded a professional co-operation contract, in force for a period of 5 years, until 15.08.2013. According to this contract, DUMITRU GEORGE CLAUDIU had a substituent role in the contracts for legal services signed by me and which were entrusted to him, thus he did not had the right to have his own clients; however, this fact was not expressly specified in contract.

Starting with 2009 I had concluded a contract for legal services with certain companies that were part of a group companies owned by ADAMESCU DAN GRIGORE, amongst which S.C. ASIGURARE REASIGURARE ASTRA S.A. and S.C. MEDIEN HOLDING S.A. Regarding the activity performed for the client MEDIEN HOLDING, DUMITRU GEORGE CALUDIU was appointed at client's request.

Approximatively in 2011 – 2012, I met ONUTE DANIEL by means of DUMITRU GEORGE CLAUDIU, about whom I knew that is legal adviser at one of the companies owned by ADAMESCU DAN GRIGORE.

I know the fact that ONUTE DANIEL was representing, *de facto*, S.C. BAUMEISTER S.A. I do not remember to have discussed with ONUTE DANIEL about the representation of S.C. BAUMEISTER S.A. in the court, when this company submitted request for opening the insolvency procedure, but I mention that DUMITRU GEORGE CLAUDIU was talking with the latter and he was sending me all the information about the court proceedings.

Up to the point when S.C. BAUMEISTER S.A. entered in the insolvency procedure, there have been concluded contracts for legal services with the company in different disputes, such as claims recovery at Ilfov Court, request for opening the insolvency procedures submitted by the creditors, other than in the file no. 33293/3/2012 etc.

In regard to the representation fee in the file in which there was requested the insolvency of S.C. BAUMEISTER S.A. in 2012, request that was rejected by the court. I have discussed with ADAMESCU BOGDAN ALEXANDER, and I remember that it was approximatively EUR 15.000 – 20.000 plus VAT. Initially I remember that I asked for a small fee, but after the number of joinder requests increased, I have requested the raising of the fee, as I mentioned above.

DUMITRU GEORGE CLAUDIU with ONUTE DANIEL were discussing the other fees, as the amounts were being smaller.

I have been knowing BORZA MONICA ANGELA since 2008, from another insolvency procedure.

At the end of 2012, DUMITRU GEORGE CLAUDIU told me that he found out from ONUTE DANIEL that was assumed the decision to register the insolvency of S.C. BAUMEISTER S.A. and I was asked if I know any judicial liquidator that could administer this company.

I have told DUMITRU GEORGE CLAUDIU that I know BORZA MONICA ANGELA, yet I did not keep the touch with her since 2008.

I know the fact that ONUTE DANIEL, BORZA MONICA ANGELA and DUMITRU GEORGE CLAUDIU had met each other and have agreed that she would be appointed as a judicial liquidator.

Subsequently I was contacted by BORZA MONICA ANGELA who told me that ONUTE DANIEL, even he agreed to have her appointed as a judicial liquidator, he also was discussing with other insolvency practitioners.

I mention that DUMITRU GEORGE CLAUDIU has discussed with ONUTE DANIEL about the fact that we should represent the company in this insolvency file, fact that I was informed about.

I have requested to study the insolvency acts and to negotiate the fee, fact that did not happen.

In 04.12.2012, DUMITRU GEORGE CLAUDIU has concluded the contract for legal services no. 652619 which was signed by him, even he did not had that right, because he was only a substituent lawyer, having as object "representation in the insolvency file no. 33293/2/2012 in front of the Bucharest Court". I emphasize the fact that no fee was mentioned, fact that according to art. 122, par. 2 from the Law no. 51/1995, shall void the contract.

There is the possibility that DUMITRU GEORGE CLAUDIU might have concluded, also, the contract no. 652513, on the basis of which was advanced a court hearing change request, in the file the Bucharest Court, no. 33293/3/2012.

Subsequently, when I was presented with Bucharest Court's file no. 33293/3/2012, I find out that S.C. BAUMEISTER S.A. was in insolvency state, given a request submitted by a credit and not based on its own request.

In the file no. 33293/3/2012, I did not perform any juridical act, considering that according to the legal provisions, as long as there was not paid any fee to me, the contract is not valid. I did not discuss with ONUTE DANIEL and BORZA MONICA ANGELA about any aspect in relation to the S.C. BAUMEISTER S.A. creditor's claims or about others juridical aspects.

I state that I never received any amount of money from ONUTE DANIEL, DUMITRU GEORGE CLAUDIU or from any other person with the purpose of being remitted to any judge from the Bucharest Court, 7th Civil Section, in order to obtain a favorable solution of the insolvency requests or any others requests in relation with the insolvency procedure of S.C. BAUMEISTER S.A..

In 01.03.2012, I borrowed DUMITRU GEORGE CLAUDIU with the amount of 7500 EUR. Because this amount of money was not pay back to me at the date when the professional co-operation was interrupted, respectively at 02.09.2013, I close up with him a novation agreement between the physical persons from the law offices. On the basis of this agreement from 02.09.2013, I have agreed with DUMITRU GEORGE CLAUDIU that for a certain contract for legal services I will give him a raised quota of profit, respectively 20% from that money, thus giving me back the money he borrowed.

In this context, there have been issued by the GEORGE DUMITRU Law Firm the invoices CAB series no. 00130044 and CAB no. 00130043, both from 18.12.2013, whereby were refund to me the amounts of 13.839,33 RON and 27.678,66 RON so was extinguished the debt.

For supporting the aforementioned, I hereby submit the following documents, in copy:

- Contract for legal services no. 652619/2012 – 1 page;
- Agreement from 02.09.2013 – 1 page;
- Professional co-operation contract – 4 pages;
- Loan agreement from 01.03.2012 – 1 page;
- Bank account excerpt – 7 pages

The statement has been given at National Anticorruption Directorate between 10:30 and 12:30.

The statement has not been audio/audio-video recorded.