

No. 472/30.01.2023

To: FINANCIAL SUPERVISORY AUTHORITY
BUCHAREST STOCK EXCHANGE

Amendment - Current report according to article 108 of Law no. 24/2017, republished, for the second semester of 2022

Report date: **30.01.2023**

ROMPETROL RAFINARE S.A.

Headquarter: Navodari, 215 Navodari Av., Administrativ Building, Constanta county

Phone number: 0241/506100

Fax number: 0241/506930; 506901

Serial number at the Trade Register: J13 / 534/1991

Unique Registration Code: 1860712

Subscribed and paid-in capital: 2,655,920,572.60 lei

Regulated market, where the securities are traded: Bucharest Stock Exchange (symbol of RRC market)

Reporting the change of the information regarding the legal documents that had been previously reported in the second semester of 2022, of the Current Reports registered by the company **no. 5637/28.09.2022, no. 6016/13.10.2022, respectively no. 7507/27.12.2022**, as follows:

- At position 3 from Annex 1 to the Current Report no. 5637/28.09.2022, corresponding to the legal document "**Notification no. 8/31.08.2022 at the Contract no.RR 3 /13.01.2022; Addendum no. 1/20.01.2022**", concluded with ROMPETROL ENERGY SA, in the column named "Type and No. Contract, date of conclusion" the text "Notification no. 8/31.08.2022 at the Contract no.RR 3 /13.01.2022; Addendum no. 1/20.01.2022" is replaced with the following text: "Notification no. 8/01.09.2022 at the Contract no.RR 3 /13.01.2022; Addendum no. 1/20.01.2022";
- At position 4 from Annex 1 to the Current Report no. 5637/28.09.2022, corresponding to the "**15 orders submitted in June-August 2022 based on Contract RR 4/27.02.2019 and Addendum no.1 from 19.09.2019**", as well as at position 6 from Annex 1 to the Current Report no. 6016/13.10.2022, corresponding to the "**5 orders submitted in September 2022 based on Contract RR 4/27.02.2019 and Addendum no.1 from 19.09.2019**" and position 6 from Annex 1 to the Current Report no. 7507/27.12.2022, corresponding to the "**9 orders submitted in October-November 2022 based on Contract RR 4/27.02.2019 and Addendum no.1 from 19.09.2019**", all legal documents concluded with ROMINSERV S.R.L.:

- the text reported in the column named "Guarantees constituted" is replaced with the following text: "Except where the Parties agree otherwise in writing or where the law imperatively establishes a longer warranty period (such as: the 36-month warranty period applicable to works concerning constructions in category C; the term 10 years from the receipt of the work for the hidden defects of the construction, the warranty period equal to the duration of the construction, for the defects of the resistance structure resulting from noncompliance with the design and execution rules in force at the date of its construction), warranty will last for: -12 (twelve) calendar months, starting with the date of preparation of the MINUTES OF RECEIPT AT THE END OF THE WORKS; -12 (twelve) calendar months, starting with the date of drawing up the MINUTES OF RECEPTION AT COMMISSIONING, in the case of the works mentioned in art.1.1. paragraph 1) letter b) but not more than 15 months from the signing of the Minutes of Reception at the Completion of the Works, provided that the commissioning is not postponed or prevented by causes attributable to the Beneficiary, in which case the warranty period will be 12 months old and will start to run from the date of preparation of the RECEPTION MINUTES AT THE END OF THE WORKS. Before the expiration of the Warranty Period and within it, the Beneficiary will immediately inform the Contractor about all problems encountered in the works performed (but not later than 2 days from their knowledge), the potential causes that caused the problems and of the consequences that may occur, following that the Parties decide together the measures that are necessary to be adopted, the term for remedying the problems appeared depending on the nature of the incident and its circumstances and any other particular aspects.;";
- in the column named "Terms and methods of payment", the text "Payment within 30 working days from the date of issuing the invoice" is replaced with the following text: "Payment within 30 calendar days from the invoice issuing date";
- At positions 5, 6 and 7 from Annex 1 to the Current Report no. 5637/28.09.2022, as well as at position 5 from Annex 1 to the Current Report no. 6016/13.10.2022 and at positions 4 and 5 from Annex 1 to the Current Report no. 7507/27.12.2022, corresponding to the legal document "**FINANCIAL SERVICES CONTRACT - Refinery Margin and Base Operating Stock CTR (RR4/29.12.2021)**", concluded with KazMunayGas Trading AG:
 - in the column named "Guarantees constituted", the text "NA" is replaced with the following text: "KMG International N.V. guarantees payments from third parties to KazMunayGas Trading AG and vice versa.;";
 - in the column named "Terms and methods of payment", the text "5 working days from receiving the invoice, the payment should be done

"through electronic transfer" is replaced with the following text: "payment will be made by bank transfer within 5 working days from the invoice issuing date".

- **At position 1** from Annex 1 to the Current Report no. 6016/13.10.2022, corresponding to the legal document "**09694-RAFINARE-2022-08.07.2022**" concluded with KazMunayGas Trading AG, in the column named "Terms and methods of payment", the text "45 days after date of B/L" is replaced with the following text: "Payment term 43 days after B/L or RWB date (B/L or RWB date is considered day 0)";
- **At position 2** from Annex 1 to the Current Report no. 6016/13.10.2022, corresponding to the legal document "**09695-RAFINARE_08-2022/08.07.2022**" concluded with KazMunayGas Trading AG, in the column named "Terms and methods of payment", the text "43 days after date of B/L" is replaced with the following text: "Payment term 45 calendar days from the B/L date (the B/L date is considered day 0)";
- **At position 3** from Annex 1 to the Current Report no. 6016/13.10.2022, corresponding to the legal document "**09688 A-RAFINARE-2022/08.09.2022 (*)**" concluded with KazMunayGas Trading AG, in the column named "Terms and methods of payment", the text "For provisional invoice 3 days after B/L date and for final invoice 5 days after date of invoice" is replaced with the following text: "For the provisional invoice, payment will be made within 3 calendar days from the B/L date (the B/L date is considered day 0), and for the final invoice, 5 calendar days from the invoice issuing date";
- **At position 4** from Annex 1 to the Current Report no. 6016/13.10.2022, **corresponding** to the legal document "**Notification no. 9/30.09.2022**", concluded with ROMPETROL ENERGY SA, in the column named "Type and No. Contract, date of conclusion" the text "Notification no. 9/30.09.2022" is replaced with the text "Notification no. 9/03.10.2022 to Contract no. RR 3 /13.01.2022; Addendum no. 1 from 20.01.2022";
- **At position 1** from Annex 1 to the Current Report no. 7507/27.12.2022, corresponding to the legal document "**Contract 10056-Refining-2022-11; RR2/19.09.2022 (*)**", concluded with KazMunayGas Trading AG:
 - the amount in the column named "Transaction value", is replaced with the value: "USD 13,820,521"
 - in the column named "Terms and methods of payment", the text "No later than 43 days after date of B/L or RWB" is replaced with the following text: "Payment term 43 days after the B/L or RWB (B/L or RWB date is considered day 0)";



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- At position 3 from Annex 1 to the Current Report no. 7507/27.12.2022, corresponding to the legal document "**Notification no. 11/30.11.2022 to the Agreement no.RR 3 /13.01.2022**", concluded with ROMPETROL ENERGY SA in the column named "Type and No. Contract, date of conclusion" the text "Notification no. 11/30.11.2022 to the Agreement no.RR 3 /13.01.2022" is replaced with the text "Notification no. 11/02.12.2022 to Contract no. RR 3 /13.01.2022; Addendum no. 1 of 20.01.2022";

The rest of the information from the above-mentioned Reports remain valid.

General Manager
Felix Crudu-Tesloveanu

Financial Manager
Ramona-Georgiana Gălățeanu