



rompetrol

KazMunayGas
Group
Member

ROMPETROL RAFINARE S.A.
Bulevardul Navodari, nr. 215,
Pavilion Administrativ,
Navodari, Judetul Constanta,
ROMANIA

phone: + (40) 241 50 60 00
+ (40) 241 50 61 50
fax: + (40) 241 50 69 30
office.rafinare@rompetrol.com
www.rompetrol-rafinare.ro
www.rompetrol.com

**To: The Financial Surveillance Authority
Bucharest Stock Exchange**

Amendment – Current report in compliance with art. 82 of Law no 24/2017 for the 2nd Half Year 2019

Report date: **January 28th, 2020**

ROMPETROL RAFINARE S.A.

Registered office: Năvodari, 215 Bulevardul Năvodari, Administrative Building, Constanța County

Telephone number: 0241/506100

Fax number: 0241/506930; 506901

Registration number with the Trade Register Office: J13/534/1991

Sole Registration Code: 1860712

Subscribed and paid capital: 4,410,920,572.60 lei

The regulated market on which stock and shares are transacted: BUCHAREST Stock Exchange (market symbol RRC)

Information amendment reports concerning the legal documents previously reported in the second half of 2019 (in the current Reports registered with the company by **no 8854/31.10.2019**, **no 9676 /27.11.2019** and **no 663/23.01.2020**), as following:

I) For the frame contract 2019-RRC 1/14.12.2018, as well as for all its addenda, in the lists reported by the Company at the sections “*Contracts concluded by ROMPETROL RAFINARE S.A. as Supplier*” there shall be corrected all information on penalties, previously erroneously reported, with the correct and full text concerning the penalties stipulated in the contracts, and namely:

“If the buyer has not made the payment until the due date, the buyer shall pay interest for each delay day, and namely for the period between the first day following the contractual due date and the actual date of the payment, at LIBOR rate, one month, such as published by Ice Benchmark Administration at 11.00 a.m. London plus 4.0 percent per year. The buyer shall pay the penalties based on penalty invoices within 5 working days from their reception date. Should the specified penalty payment term not be observed, the penalties shall be calculated at LIBOR rate (3 months) from the due date of the penalty invoice plus 4% per year as published by Ice Benchmark Administration at 11.00 a.m. London, from the penalty invoice payment delay date until the penalty invoice payment date.”

II) For the frame contract 2020-RRC 1/12.12.2019, as well as for all its addenda, in the lists reported by the Company at the *Contracts concluded by ROMPETROL RAFINARE S.A. as Supplier*” all information on penalties previously erroneously reported with the correct and full text on the penalties stipulated in the contracts, and namely:

“If the buyer has not made the payment until the due date, the buyer shall pay interest for each delay day, and namely for the period between the first day following the contractual due date and the actual date of the payment, at LIBOR rate, one month, such as published by Ice Benchmark Administration at 11.00 a.m. London plus 3.0 percent per year. The buyer shall pay the penalties based on penalty



invoices within 5 working days from their reception date. Should the specified penalty payment term not be observed, the penalties shall be calculated at LIBOR rate (3 months) from the due date of the penalty invoice plus 4% per year as published by Ice Benchmark Administration at 11.00 a.m. London, from the penalty invoice payment delay date until the penalty invoice payment date.”

III) Current report no 8854/31.10.2019

1. Position 9 corresponding to the legal document *Frame Contract on Term Sales 2019 - 07559/01.12.2018 – NO 1 July 2019*, concluded with KazMunayGas Trading AG, there shall be added column counted 6 and called “The Pledged Collateral, Stipulated Penalties” with the below text:

“Financing via “NATIXIS”

In the case of the vessels delivered at Midia/Constanta, for which bank financing is requested and in the case when the Buyer shall make those cargos available under the Natixis financing facility contracted by the Seller, the Buyer shall pay interests for the period from the Seller date of payment to the Supplier (third-party suppliers), until the date of full payment made by the Buyer to Natixis Bank, for instance 60 days from the date of payment of the Seller to the Supplier, the interest rate shall be Natixis COF +2% Natixis financing for the third-party suppliers and suppliers in the Group + 0.30 margin/annum for Rompetrol Rafinare. The banking charges (affluent to the open accounts charges), referring to financing the cargos for which this bank financing is necessary or required, shall be invoiced by the Seller to the Buyer at a cost of 0.30%. the banking costs (affluent to the charges on the letters of credit) referring to financing the cargos for which this bank financing is necessary or required, shall be invoiced by the Seller to the Buyer at a cost of 0.85%. The minimum banking charge applicable to each financing or letter of credit opened is of 1,200 USD”;

2. Position 11 corresponding to the legal document *07987/07.06.2019 – MITSUI*, concluded with KazMunayGas Trading AG, the contract date erroneously registered shall be corrected from 07.06.2019 with the correct date 25.06.2019;

The section called “Contracts concluded by ROMPETROL RAFINARE S.A. as Supplier”

1. Position 1 corresponding to the legal document Add. 219 - Contract 2019 RRC 1/14.12.2018, concluded with KazMunayGas Trading AG, reported with erroneous date 28.06.2018, shall be corrected with date 28.06.2019;
2. Position 10 corresponding to the legal document Add. 228 - Contract 2019 RRC 1/14.12.2018, concluded with KazMunayGas Trading AG, reported with erroneous date 01.07.2019, shall be corrected with date 03.07.2019;
3. Position 43 corresponding to the legal document Add. 261 - Contract 2019 RRC 1/14.12.2018, concluded with KazMunayGas Trading AG, reported with erroneous date 02.08.2018, shall be corrected with date 02.08.2019;
4. Position 50 corresponding to the legal document Add. 268 - Contract 2019 RRC 1/14.12.2018, concluded with KazMunayGas Trading AG, the erroneous payment term of 3 days, shall be corrected with the correct term of 12 days;



5. Position 80 corresponding to the legal document Add. 298 - Contract 2019 RRC 1/14.12.2018, concluded with KazMunayGas Trading AG, reported with erroneous date 02.09.2018, shall be corrected with date 02.09.2019;

IV) Current report no 9676 /27.11.2019Section called "Contracts concluded by ROMPETROL RAFINARE S.A. as Beneficiary"

1. Position 1 corresponding to the legal document Add 153 la Contract GOS_03428_Rafinare /2014, concluded with KazMunayGas Trading AG, the Addendum date - 14.10.2019 erroneously registered shall be corrected with the correct date 15.10.2019;
2. Position 2 corresponding to the legal document Contract 08116/02.08.2019, concluded with KazMunayGas Trading AG, column counted 6 called "The Pledged Collateral, Stipulated Penalties" shall be added with the following provisions: "In the case when the penalty invoice is not paid when due, to these, LIBOR (3 months) + 4% per annum shall be applied"
3. Position 6 corresponding to the legal document Addendum no 14 to the Contract on security Services no 310/13.11.2008 concluded with Global Security System S.A., in the column called "the nature of the document and date of conclusion" there shall be added the date of conclusion of the addendum and namely, 08.10.2019;
4. Position 7 corresponding to the legal document Addendum no 11 to the Contract on PSI (FFP – Firefighting and Prevention) Services no 193 BIS/30.07.2008 concluded with Global Security System S.A., in the column called "the nature of the document and date of conclusion" there shall be added the date of conclusion of the addendum and namely, 08.10.2019.

Section called "Contracts concluded by ROMPETROL RAFINARE S.A. as Supplier"

1. Position 1 corresponding to the legal document ADD 334 - Contract 2019 RRC 1/14.12.2018, concluded with KazMunayGas Trading AG, reported with erroneous date 01.10.2018, there shall be modified with the correct date 01.10.2019
2. Position 2 corresponding to the legal document Add. 336/04.10.2019, concluded with KazMunayGas Trading AG, the text in column 7 called "Terms and modalities of payment" shall be corrected with the following text: "The term of payment is 5 days from COD (complete download) or 7 calendar days from NOR in the discharge port"

V) Current report no 663/23.01.2020Section called "Contracts concluded by ROMPETROL RAFINARE S.A. as Supplier"

Position 1 corresponding to the legal document ADD 373 - Contract 2019 RRC 1/14.12.2018, concluded with KazMunayGas Trading AG, reported with erroneous date 01.11.2018, shall modify with the correct date 01.11.2019.

General Manager
Felix Crudu Tesloveanu**Financial Manager**
Mircea-Ştefan Stănescu