

Nota 3 AGEA		Note 2 EGMS		
1. Referitor la:		1. Referring to:		
2. Pentru / For		Ratificare/ Ratification	Avizare/ Endorsement	Informare/ Information
	AGEA/EGMS	X		

3. Baza legală: Conform dispozitiilor Legii 31/1990 a societatilor, republicata, cu modificarile ulterioare , art.115 coroborat cu art. 153 ²² , care stabilesc competența Adunării Generale Extraordinare a Acționarilor în privința aprobarii/ratificării actelor juridice, prin care societatea respectiva dobandește bunuri, a căror valoare depășește jumătate din valoarea contabilă a activelor societății la data încheierii actului juridic.	3. Legal background: According to the provisions of the Companies Law no. 31/1990, republished, with subsequent amendments, art. 115 in conjunction with art. 153 ²² , which establish the power of the Extraordinary General Meeting of Shareholders to approve/ratify legal acts, whereby the company acquires goods whose value exceeds half of the book value of the company's assets at the time of the conclusion of the legal act.
4. Conținut: a) Prezentare: La data de 2 mai 2012, între Societate și KMG International N.V. (denumit la acel moment The Rompetrol Group N.V.) s-a încheiat un Contract de Imprumut (nr. 2/02.05.2012) cu scadenta pe termen lung, și cu dobanda stabilită în funcție de	4. Content a) Presentation On May 2, 2012, between the Company and KMG International N.V. (then called The Rompetrol Group N.V.) a Loan Agreement has been entered into (no. 2/02.05.2012) and with interest depending on the financial results of the borrower (hybrid loan).

<p>rezultatele financiare (imprumut hibrid). Conform intelegerii partilor, dobanda pentru imprumut se datora numai in anii financiari in care Rompetrol Rafinare (imprumutatul) ar fi distribuit dividende catre actionarii sai.</p> <p>Ulterior, prin încheierea Actului Adițional nr. 1 la Contractul de Împrumut nr. 2/02.05.2012, s-a majorat valoarea imprumutului si s-a modificat formularea clauzei de dobanda in sensul in care dobanda se datoreaza in anii financiari in care rezultatele financiare ale imprumutatului permit distribuirea de dividende.</p> <p>Necesitatea modificarii Contractului de Imprumut nr. 2/02.05.2012 perfectat intre KMG International (creditor) si Rompetrol Rafinare SA (imprumutat), in sensul exprimarii mai precise intelegerii intiale a partilor cu privire la dobanda datorata pentru imprumuturile hibride, respectiv datorie numai in anii in care se decide distribuirea de dividende, deriva din urmatoarele:</p> <ul style="list-style-type: none"> - De la inceput, intentia KMG International (imprumutatorul) a fost aceea de a sustine financiar activitatea Rompetrol Rafinare (imprumutatul), in care avea o participatie majoritara, inclusiv prin reducerea costului finantarii la zero in perioadele in care actionarii imprumutatului decid reinvestirea profiturilor distribuibile ale acestuia prin nedistribuirea de dividende; - KMG International (imprumutatorul) a sustinut financiar intr-o maniera asemanatoare alte entitati in care avea o participatie majoritara direct sau in mod indirect; - Instrumentele financiare hibride au capatat o atentie sporita din partea autoritatilor fiscale din lume, acestea din urma 	<p>According to parties' agreement, the interest for the loan was set as due only in the financial years in which Rompetrol Rafinare (the borrower) would have distributed dividends to its shareholders.</p> <p>Subsequently, by concluding the Additional Act no. 1 to the Loan Agreement no. 2/02.05.2012, the value of the loan was increased and also, the wording of the interest clause has been modified in the sense that the interest is due in the financial years in which the financial results of the borrower allow the distribution of dividends.</p> <p>The need to modify the Loan Agreement no. 2/02.05.2012 concluded between KMG International (lender) and Rompetrol Rafinare (borrower) in the sense of expressing more precisely the initial agreement of the parties regarding the interest due for the hybrid loans, respectively as due only in the years when it is decided to distribute dividends, derives from the following:</p> <ul style="list-style-type: none"> - From the beginning, the intention of KMG International (the lender) was to financially support the activity of Rompetrol Rafinare (the borrower), in which it had a majority stake, including by reducing the cost of financing to zero during periods when the borrower's shareholders decide to reinvest the distributable profits and not to distribute dividends; - KMG International (the lender) financially supported in a similar manner other entities in which it had a majority stake either directly or, indirectly; - Hybrid financial instruments have received increased attention from the world's tax authorities, the latter ensuring that their use
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<p>urmarind ca prin utilizarea lor sa nu fie erodata baza de impunere a statului de rezidenta atat pentru imprumutat cat si pentru imprumutator; prin urmare, o sustinere coerenta si similara a ambelor companii este de recomandat, pentru evitarea riscului unor dispute fiscale, ceea ce impune clarificarea si exprimarea de o maniera unitara a clauzei de dobanda in contractele de imprumut hibrid;</p> <ul style="list-style-type: none"> - Partile au actionat de fapt de la inceput in conformitate cu clarificarea propusa, ceea ce reflecta si intentia partilor la incheierea acordului. <p>b) Propunere catre AGEA:</p> <p>In aceste conditii, Se propune modificarea formularii clauzei 6.2., din cadrul contractului de împrumut hibrid mentionat, dupa cum urmeaza:</p> <p style="margin-left: 40px;"><i>„La pregatirea situatiilor financiare ale fiecarui an, Imprumutatul va calcula dobanda conform clauzei 6.1 [5.1]. Imprumutatul va avea obligatia de a inregistra si de a plati astfel de dobanzi Imprumutatului daca Imprumutatul: (i) va inregistra profit net dupa impozitare pentru anul respectiv si (ii) va distribui dividende. Nu se inregistreaza si se plateste nicio dobanda in caz contrar.”</i></p>	<p>does not erode the tax base of the state of residence for both the borrower and the lender; therefore, a coherent and similar support of both companies is recommended, in order to avoid the risk of fiscal disputes, which requires the clarification and expression in a unitary manner of the interest clause in hybrid loan agreements;</p> <ul style="list-style-type: none"> - Parties factually acted in line with the clarification from the beginning which also reflects the intention of parties when concluding the agreement. <p>b) Proposal for EGMS:</p> <p>It is proposed to change the wording of clause 6.2., respectively 5.2., of the said hybrid loans as follows:</p> <p style="margin-left: 40px;"><i>“When preparing the Financial Statements of each year, the Borrower will compute interest as per clause 6.1[5.1]. The Borrower will have the obligation to record and to pay such interest to the Lender if the Borrower: (i) will record net profit after tax for that year, and (ii) will distribute dividends. No interest shall be recorded and paid if the contrary.”</i></p>
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Președinte al Consiliului de Administrație/Chairman of the Board of Directors
Yedil Utekov

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Director General/General Manager
Felix Crudu-Tesloveanu

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Director Economic/Financial Manager



rompetrol

KazMunayGas
International
Group Member

Ramona-Georgiana Gălățeanu

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