



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

No. 923/January 30, 2018

To: **FINANCIAL SUPERVISORY AUTHORITY
BUCHAREST STOCK EXCHANGE**

Amendment - Report according with art. 82 of Law no. 24/2017 for the first semester of 2017

Report date: **January 30th, 2018**

ROMPETROL RAFINARE S.A.

Registered Seat: Năvodari, 215 Năvodari Blvd. (Administrative Facility), Constanta County

Telephone number: 0241/506100

Fax number: 0241/506930; 506901

Number of registration with the Trade Registry: J13/534/1991

Sole Registration Code: 1860712

Subscribed and paid-up capital: RON 4,410,920,572.60

Regulated market on which the securities are traded: BUCHAREST Stock Exchange (market symbol RRC)

Reporting of changes to legal acts previously reported in the second semester of 2017 (in the Current Reports registered under **no. 9096/28.09.2017**, **no. 10253/01.11.2017**, **no. 12334/28.12.2017** and **no. 828/26.01.2018**), as follows:

I) Current report no. 9096 dated 09/28/2017

The section named "Agreements concluded by ROMPETROL RAFINARE S.A. as Beneficiary"

1) At par. 2 corresponding to the legal document *Add 79 dated 08/24/17 - Ctr GOS 03428 Refining dated 12/22/2015* concluded with KazMunayGas Trading AG, the following amendments are made:

(i) the year when the agreement was concluded is amended from 2015 wrongly reported, to year 2014 in the column numbered 2 named "*Nature of document and conclusion date*";

(ii) the wrongly reported text is replaced with the following text in the column numbered 6 named "*Guarantees established, penalties provided*":

"Buyer will pay interest to Seller for each day of delay at the rate of LIBOR (one month) plus 3.0 pct per annum.

Financing: according to evolution of financial markets, seller makes adjustments by giving a 15 days written notice to Buyer.



Financing against Holding Certificate: For cargoes delivered at Midia/Constanta for which financing through the bank is needed and in case if Buyer will open a Holding Certificate and put such related cargo under 'BNP PARIBAS' trade finance facility contracted by the Seller, the Buyer shall pay interests for the period from the date of issuance of the holding Certificate until full payment is received from the Buyer at BNP counters. The interest rate shall be 2.75% per annum.

In case deliveries are made by means of releases ex stock Midia/Constanta under BNP "Supplemental" trade finance facility, the Buyer shall pay BNP's country and processing risk commission of 2% per annum. The commission is calculated from the date of release of the cargo until final payment of BNP.

Bank charges (including, but not limited to letters of credit fees) related to the financing of cargo for which financing through the bank is needed or required will be recharged by the Seller to the Buyer at a cost 1.60 o/oo flat.

Minimum bank fee to be applied for each financing or letter of credit opening 535.00 usd

According to evolution of financial markets, seller makes adjustments by giving a 15 days written notice to Buyer.";

- 2) The following amendments will be made at par. 4 corresponding to the legal document Add 3 dated 08/03/17 to the Agreement 05698 dated 03/10/17 concluded with KazMunayGas Trading AG:

(i) the amount of USD 33,924,134 reported wrongly as an estimated value is replaced with the correct amount of USD 35,903,671.50 in the column numbered 4 named "Total value of the legal document or its estimate";

(ii) the wrongly reported text is replaced with the following text in the column numbered 6, named "Guarantees established, penalties provided":

"The payment may also be made within 60 days after BL with the interest: 2.70% per annum, provided that the payment postponement is announced 5 days before the first day of laycan. For the payments exceeding the due date: LIBOR one month + 3 %.

Financing: Depending on the evolution of the financial markets, the Seller makes adjustments by giving a 15 days written notice to Buyer.

Financing through "BNP PARIBAS":

A) Financing under "SUPPLEMENTAL": For cargoes delivered at Midia/C-ta for which financing through the bank is needed and in case if the Buyer will put such related cargo under "BNP PARIBAS" trade finance facility contracted by the Seller:

At 60 days after BL date (BL date shall be considered as day zero) sales value of cargo will be considered under the BNP " Supplemental" trade financing facility, the Buyer shall pay 2.75% and BNP's country and processing risk commission of 2% per annum. The commission is calculated from the date on which sales value of cargo will be considered under the BNP "Supplemental" until final payment from the Buyer to BNP.



Bank charges (including, but not limited to letters of credit fees) related to the financing of cargo for which financing through the bank is needed or required will be recharged by the Seller to the Buyer at a cost 1.60 o/oo flat.

According to evolution of financial markets, seller makes adjustments by giving a 15 days written notice to Buyer.

B) Financing against Holding Certificate: For cargoes delivered at Midia/Constanta for which financing through the bank is needed and in case if Buyer will open Holding Certificate and put such related cargo under "BNP PARIBAS" trade finance facility contracted by the Seller, the Buyer shall pay interests for the period from the date of issuance of the holding Certificate until full payment is received from the Buyer at BNP counters. The interest rate shall be 2.75% per annum.

In case deliveries are made by means of releases ex stock Midia/Constanta under BNP "Supplemental" trade finance facility, the Buyer shall pay BNP's country and processing risk commission of 2% per annum. The commission is calculated from the date of release of the cargo until final payment of BNP.

Bank charges (including, but not limited to letters of credit fees) related to the financing of cargo for each financing through the bank is needed or required will be recharged by the Seller to the Buyer at a cost 1.60 o/oo flat.

Minimum bank fee to be applied for each financing or letter of credit opening 535.00 usd.

According to evolution of financial markets, seller makes adjustments by giving a 15 days written notice to Buyer.

- 3) The following amendments will be made at par. 5 corresponding to the legal document 05550-RR PART 1-2017-08/PHY_50027 dated 07/26/2017 concluded with KazMunayGas Trading AG:

The wrongly reported text is replaced with the following text in the column numbered 6, named "Guarantees established, penalties provided":

"Financing: according to evolution of financial markets, seller makes adjustments by giving a 15 days written notice to Buyer.

Financing through "CREDIT AGRICOLE":

For cargoes delivered at Midia/C-ta for which financing through the bank is needed and in case if the Buyer will put such related cargo under "CREDIT AGRICOLE" trade finance facility contracted by the Seller, the Buyer shall pay interests for the period from the date of Seller's payment to supplier (3rd Party Supplier) until full payment received from the Buyer at CREDIT AGRICOLE counters. i.e. within 45 days from the seller's payment to supplier. The interest rate shall be 3.88 % per annum.

For cargoes delivered at Midia/C-ta for which financing through the bank is needed and in case if the Buyer will put such related cargo under "CREDIT AGRICOLE" trade finance facility contracted by the Seller, the Buyer shall pay interests for the period from the date of Seller's payment to supplier (Group Related Supplier) until full payment received from the Buyer at CREDIT AGRICOLE counters. i.e. within 45 days from the seller's payment to supplier. The interest rate shall be 4.13 % per annum



Bank charges (related to open account payment fees) related to the financing of cargo for which financing through the bank is needed or required will be recharged by the Seller to the Buyer at a cost 0.60 o/oo flat.

Bank charges (related to letters of credit fees) related to the financing of cargo for which financing through the bank is needed or required will be recharged by the Seller to the Buyer at a cost 0.85 o/oo flat. Minimum bank fee to be applied for each financing or letter of credit opening 1200.00 usd According to evolution of financial markets, seller makes adjustments by giving a 15 days written notice to Buyer.

Financing through “BNP PARIBAS”:

A) Financing under “Supplemental”: For cargoes delivered at Midia/C-ta for which financing through the bank is needed and in case if the Buyer will put such related cargo under “BNP PARIBAS” trade finance facility contracted by the Seller:

At 60 days after BL date (BL date shall be considered as day zero) sales value of cargo will be considered under the BNP “ Supplemental” rate finance facility, the Buyer shall pay 2.75% and BNP’s country and processing risk commission of 2% per annum. The commission is calculated from the date on which sales value of cargo will be considered under the BNP “Supplemental” until final payment from the Buyer to BNP.

Bank charges (including, but not limited to letters of credit fees) related to the financing of cargo for each financing through the bank is needed or required will be recharged by the Seller to the Buyer at a cost 1.60 o/oo flat.

According to evolution of financial markets, seller makes adjustments by giving a 15 days written notice to Buyer.

B) Financing against Holding Certificate: For cargoes delivered at Midia/Constanta for which financing through the bank is needed and in case if Buyer will open a Holding Certificate and put such related cargo under “BNP PARIBAS” trade finance facility contracted by the Seller, the Buyer shall pay interests for the period from the date of issuance of the holding Certificate until full payment is received from the Buyer at BNP counters. The interst rate shall be 2.75% per annum.

In case deliveries are made by means of releases ex stock Midia/Constanta under BNP “Supplemental” trade finance facility, the Buyer shall pay BNP’s country and processing risk commission of 2% per annum. The commission is calculated from the date of release of the cargo until final payment of BNP.

Bank charges (including, but not limited to letters of credit fees) related to the financing of cargo for each financing through the bank is needed or required will be recharged by the Seller to the Buyer at a cost 1.60 o/oo flat.

Minimum bank fee to be applied for each financing or letter of credit opening 535.00 usd.

According to evolution of financial markets, the Seller makes adjustments by giving a 15 days written notice to Buyer.



- 4) The following amendments will be made at par. 7 corresponding amendments will be made at par. 7 corresponding to the legal document Addendum No.2 dated 07/04/2017 to contract 05582 dated 01/20/2017 concluded with KazMunayGas Trading AG:

The wrongly reported text is replaced with the following text in the column numbered 6, named “Guarantees established, penalties provided”:

“Penalties for each day of delay, interest LIBOR (one month) pls 3.00 % per annum, published by ICE BENCHMARK ADMINISTRATION at 11:00, London time.

Financing of cargo for Rompetrol Rafinare SA: according to evolution of financial markets, seller makes adjustments by giving a 15 days written notice to Buyer.

Financing through “CREDIT AGRICOLE”:

For cargoes delivered at Midia/C-ta for which financing through the bank is needed and in case if the Buyer will put such related cargo under “CREDIT AGRICOLE” trade finance facility contracted by the Seller, the Buyer shall pay interests for the period from the date of Seller’s payment to supplier (3rd Party Supplier) until full payment received from the Buyer at CREDIT AGRICOLE counters. i.e. within 45 days from the seller’s payment to supplier. The interest rate shall be 3.62 % per annum.

Bank charges (related to open account payment fees) related to the financing of cargo for which financing through the bank is needed or required will be recharged by the Seller to the Buyer at a cost 0.60 o/oo flat.

Bank charges (related to letters of credit fees) related to the financing of cargo for which financing through the bank is needed or required will be recharged by the Seller to the Buyer at a cost 0.85 o/oo flat.

Minimum bank fee to be applied for each financing or letter of credit opening 1200.00 usd

According to evolution of financial markets, seller makes adjustments by giving a 15 days written notice to Buyer.

Financing through “BNP PARIBAS”:

A) Financing under “Supplemental”: For cargoes delivered at Midia/C-ta for which financing through the bank is needed and in case if the Buyer will put such related cargo under “BNP PARIBAS” trade finance facility contracted by the Seller:

At 60 days after BL date (BL date shall be considered as day zero) sales value of cargo will be considered under the BNP “ Supplemental” trade finance facility, the Buyer shall pay 2.54% and BNP’s country and processing risk commission of 2% per annum. The commission is calculated from the date on which sales value of cargo will be considered under the BNP “Supplemental” until final payment from the Buyer to BNP.

Bank charges (including, but not limited to letters of credit fees) related to the financing of cargo for which financing through the bank is needed or required will be recharged by the Seller to the Buyer at a cost 1.60 o/oo flat.

According to evolution of financial markets, seller makes adjustments by giving a 15 days written notice to Buyer.



B) Financing against Holding Certificate: For cargoes delivered at Midia/Constanta for which financing through the bank is needed and in case if Buyer will open a Holding Certificate and put such related cargo under 'BNP PARIBAS' trade finance facility contracted by the Seller, the Buyer shall pay interests for the period from the date of issuance of the holding Certificate until full payment is received from the Buyer at BNP counters. The interest rate shall be 2.54% per annum.

In case deliveries are made by means of releases ex stock Midia/Constanta under BNP "Supplemental" trade finance facility, the Buyer shall pay BNP's country and processing risk commission of 2% per annum. The commission is calculated from the date of release of the cargo until final payment of BNP.

Bank charges (including, but not limited to letters of credit fees) related to the financing of cargo for which financing through the bank is needed or required will be recharged by the Seller to the Buyer at a cost 1.60 o/oo flat.

Minimum bank fee to be applied for each financing or letter of credit opening 535.00 usd. According to evolution of financial markets, seller makes adjustments by giving 15 days written notice to Buyer.

According to evolution of financial markets, seller makes adjustments by giving a 15 days written notice to Buyer."

II) Current report 10253 dated 11/01/2017

The section named "Agreements concluded by ROMPETROL RAFINARE S.A. as Beneficiary"

The following amendments will be made at par. 6 corresponding to the legal document Add 78 dated 08/09/2017 to the Agreement GOS 03428 Refining dated 12/22/2014 concluded with KazMunayGas Trading AG:

(i) the date corresponding to the conclusion of the Addendum 78 dated 08/09/2017 registered wrongly is replaced by the correct date August 11st, 2017 in the column numbered 2 named "Nature of document and conclusion date";

(ii) the following is amended in the column numbered 6 named "Guarantees established, penalties provided":

"Buyer will pay interest to seller for each day of delay at the rate of LIBOR (one month) plus 3.0 pct per annum.

Financing of cargo for Rompetrol Rafinare SA: according to evolution of financial markets, seller makes adjustments by giving a 15 days written notice to Buyer.

Financing against Holding Certificate: For cargoes delivered at Midia/Constanta for which financing through the bank is needed and in case if Buyer will open a Holding Certificate and put such related cargo under 'BNP PARIBAS' trade finance facility contracted by the Seller, the Buyer shall pay interests for the period from the date of issuance of the Holding Certificate until full payment is received from the Buyer at BNP counters. The interest rate shall be 2.75% per annum.

In case deliveries are made by means of releases ex stock Midia/Constanta under BNP "Supplemental" trade finance facility, the Buyer shall pay BNP's country and processing risk



commissiion of 2% per annum. The commission is calculated from the date of release of the cargo until final payment of BNP.

Bank charges (including, but not limited to letters of credit fees) related to the financing of cargo for which financing through the bank is needed or required will be recharged by the Seller to the Buyer at a cost 1.60 o/oo flat.

Minimum bank fee to be applied for each financing or letter of credit opening 535.00 usd.

According to evolution of financial markets, seller makes adjustments by giving a 15 days written notice to Buyer.”

The section named "Agreements concluded by ROMPETROL RAFINARE S.A. as Supplier”

1. At par. 11 corresponding to the legal document Add. 365 dated 09/11/2017 to the Agreement 2017-RRC 1 dated 12/30/2016 concluded with KazMunayGas Trading AG, the EUR currency registered wrongly is replaced with the correct currency “USD” at the column numbered 4 named “Total value of the legal document or its estimate”.
2. At par. 50 corresponding to the legal document RR(Vega)3-Appendix 2 concluded with TRG PETROL TICARET ANONIM SIRKETI, the symbol (*) will be filled in the column numbered 2 named “Nature of document and conclusion date”, after Appendix 2, representing the mention that the legal document has an estimated value (the final value is not known on the reporting date).

III) Current report no. 12334/28.12.2017

1. At part.1. corresponding to the legal document 05550-RR PART 2-2017-09/PHY_ 51889 dated 09/27/2017 concluded with KazMunayGas Trading AG the following changes are made:

the wrongly reported text is replaced with the following text in the column numbered 6 named “Guarantees established, penalties provided”:

“Financing: according to evolution of financial markets, seller makes adjustments by giving a 15 days written notice to Buyer.

Financing through “CREDIT AGRICOLE”:

For cargoes delivered at Midia/C-ta for which financing through the bank is needed and in case if the Buyer will put such related cargo under “CREDIT AGRICOLE” trade finance facility contracted by the Seller, the Buyer shall pay intersts for the periodfrom the date of Seller’s payment to supplier (3rd Party Supplier) until full payment received from the Buyer at CREDIT AGRICOLE counters. i.e. within 45 days from the seller’s payment to supplier. The interst rate shall be 3.88 % per annum.



For cargoes delivered at Midia/C-ta for which financing through the bank is needed and in case if the Buyer will put such related cargo under "CREDIT AGRICOLE" trade finance facility contracted by the Seller, the Buyer shall pay interests for the period from the date of Seller's payment to supplier (Group Related Supplier) until full payment received from the Buyer at CREDIT AGRICOLE counters. i.e. within 45 days from the seller's payment to supplier. The interest rate shall be 4.13 % per annum

Bank charges (related to open account payment fees) related to the financing of cargo for which financing through the bank is needed or required will be recharged by the Seller to the Buyer at a cost 0.60 o/oo flat.

Bank charges (related to letters of credit fees) related to the financing of cargo for which financing through the bank is needed or required will be recharged by the Seller to the Buyer at a cost 0.85 o/oo flat.

*Minimum bank fee to be applied for each financing or letter of credit opening 1200.00 usd
According to evolution of financial markets, seller makes adjustments by giving a 15 days written notice to Buyer.*

Financing through "BNP PARIBAS":

A) Financing under "Supplemental": For cargoes delivered at Midia/C-ta for which financing through the bank is needed and in case if the Buyer will put such related cargo under "BNP PARIBAS" trade finance facility contracted by the Seller:

At 60 days after BL date (BL date shall be considered as day zero) sales value of cargo will be considered under the BNP " Supplemental" trade finance facility, the Buyer shall pay 2.75% and BNP's country and processing risk commission of 2% per annum. The commission is calculated from the date on which sales value of cargo will be considered under the BNP "Supplemental" until final payment from the Buyer to BNP.

Bank charges (including, but not limited to letters of credit fees) related to the financing of cargo for which financing through the bank is needed or required will be recharged by the Seller to the Buyer at a cost 1.60 o/oo flat.

According to evolution of financial markets, seller makes adjustments by giving a 15 days written notice to Buyer."

B) Financing against Holding Certificate: For cargoes delivered at Midia/Constanta for which financing through the bank is needed and in case if Buyer will open a Holding Certificate and put such related cargo under "BNP PARIBAS" trade finance facility contracted by the Seller, the Buyer shall pay interests for the period from the date of issuance of the holding Certificate until full payment is received from the Buyer at BNP counters. The interest rate shall be 2.75% per annum.

In case deliveries are made by means of releases ex stock Midia/Constanta under BNP "Supplemental" trade finance facility, the Buyer shall pay BNP's country and processing risk commission of 2% per annum. The commission is calculated from the date of release of the cargo until final payment of BNP.



Bank charges (including, but not limited to letters of credit fees) related to the financing of cargo for which financing through the bank is needed or required will be recharged by the Seller to the Buyer at a cost 1.60 o/oo flat.

Minimum bank fee to be applied for each financing or letter of credit opening 535.00 usd. According to evolution of financial markets, seller makes adjustments by giving a 15 days written notice to Buyer.

2. At par. 3 corresponding to the legal document Add 7 dated 10/24/17 to the Agreement no. 05698 dated 03/10/17 concluded with KazMunayGas Trading AG, the wrongly reported text is replaced with the following text in the column numbered 6, named “Guarantees established, penalties provided”:

“Financing: Depending on the evolution of the financial markets, the Seller makes adjustments that it shall announce in written to the Buyer, within 15 days. The payment may also be made within 60 days after BL with the interest: LIBOR one month published on the date B/L+1 (B/L = o), plus 1.50% per annum, buyer to declare the deferred option by October 20th, 2017. For any payment delay, interest is LIBOR (one month) plus 3 % per annum.

Financing by “BNP PARIBAS”:

A) Financing under SUPPLEMENTAL: As for the vessels delivered to Midia/C-ta for which the Seller’s financing line is used, within 60 days as of the B/L date (B/L date = day zero) the value is considered below the financing facility BNP Supplemental, the Buyer shall pay 2.75 % and the country risk commission amounting to 2% per annum. The commission is calculated as of the date of applying the financing facility until the date of payment made by the Buyer to BNP. The banking charges for financing (including but not limited to L/C, storage fees) will be invoiced by the Seller, to the Buyer at a cost of 1.6 o/oo flat. Depending on the evolution of the financial markets, the Seller makes adjustments that it shall announce in written to the Buyer, within 15 days.

B) Financing against Holding Certificate: If for the vessels delivered to Midia/C-ta, the Buyer opens a Holding Certificate and puts it in the Seller’s “BNP Paribas” financing line, it shall pay interest for the period ranging from the issue date of the certificate until the integral payment.

The interest amounts to 2.75 % per annum. If the deliveries are carried-out by the issue of the EX STOCK C-ta and/or Midia, under the financing facility BNP Supplemental, the Buyer shall pay in excess a country risk and processing commission, amounting to 2% per annum. The commission is calculated as of the issue date until the final payment to BNP. The banking charges for financing (including but not limited to L/C fees) will be invoiced by the Seller, to the Buyer at a cost of 1.6 o/oo flat. The minimum fee for each LC amounts to USD 535.

Depending on the evolution of the financial markets, the Seller makes adjustments that it shall announce in written to the Buyer, within 15 days”;

3. At part.6. corresponding to the legal document 05550-RR PART 3-2017-10/PHY_ 54637 dated 09/29/2017 concluded with KazMunayGas Trading AG the following changes are made:

the wrongly reported text is replaced with the following text in the column numbered 6 named “Guarantees established, penalties provided”:



“Financing: according to evolution of financial markets, seller makes adjustments by giving a 15 days written notice to Buyer.

Financing through “CREDIT AGRICOLE”:

For cargoes delivered at Midia/C-ta for which financing through the bank is needed and in case if the Buyer will put such related cargo under “CREDIT AGRICOLE” trade finance facility contracted by the Seller, the Buyer shall pay interests for the period from the date of Seller’s payment to supplier (3rd Party Supplier) until full payment received from the Buyer at CREDIT AGRICOLE counters. i.e. within 45 days from the seller’s payment to supplier. The interest rate shall be 3.88 % per annum.

For cargoes delivered at Midia/C-ta for which financing through the bank is needed and in case if the Buyer will put such related cargo under “CREDIT AGRICOLE” trade finance facility contracted by the Seller, the Buyer shall pay interests for the period from the date of Seller’s payment to supplier (Group Related Supplier) until full payment received from the Buyer at CREDIT AGRICOLE counters. i.e. within 45 days from the seller’s payment to supplier. The interest rate shall be 4.13 % per annum

Bank charges (related to open account payment fees) related to the financing of cargo for which financing through the bank is needed or required will be recharged by the Seller to the Buyer at a cost 0.60 o/oo flat.

Bank charges (related to letters of credit fees) related to the financing of cargo for which financing through the bank is needed or required will be recharged by the Seller to the Buyer at a cost 0.85 o/oo flat.

*Minimum bank fee to be applied for each financing or letter of credit opening 1200.00 usd
According to evolution of financial markets, seller makes adjustments by giving a 15 days written notice to Buyer.*

Financing through “BNP PARIBAS”:

A) Financing under “Supplemental”: For cargoes delivered at Midia/C-ta for which financing through the bank is needed and in case if the Buyer will put such related cargo under “BNP PARIBAS” trade finance facility contracted by the Seller:

At 60 days after BL date (BL date shall be considered as day zero) sales value of cargo will be considered under the BNP “ Supplemental ” trade finance facility, the Buyer shall pay 2.75% and BNP’s country and processing risk commission of 2% per annum. The commission is calculated from the date on which sales value of cargo will be considered under the BNP “Supplemental” until final payment from the Buyer to BNP.

The banking charges for financing (including but not limited to L/C, storage fees) will be reinvoiced by the Seller, to the Buyer at a cost of 1.6 o/oo flat. Depending on the evolution of the financial markets, the Seller makes adjustments that it shall announce in written to the Buyer, within 15 days.

B) Financing against Holding Certificate: For cargoes delivered at Midia/Constanta for which financing through the bank is needed and in case if Buyer will open a Holding Certificate and put



such related cargo under ‘BNP PARIBAS’ trade finance facility contracted by the Seller, the Buyer shall pay interests for the period from the date of issuance of the holding Certificate until full payment is received from the Buyer at BNP counters. The interest rate shall be 2.75% per annum.

In case deliveries are made by means of releases ex stock Midia/Constanta under BNP ‘Supplemental’ trade finance facility, the Buyer shall pay BNP’s country and processing risk commission of 2% per annum. The commission is calculated from the date of release of the cargo until final payment of BNP.

Bank charges (including, but not limited to letters of credit fees) related to the financing of cargo for which financing through the bank is needed or required will be recharged by the Seller to the Buyer at a cost 1.60 o/oo flat.

Minimum bank fee to be applied for each financing or letter of credit opening 535.00 usd. According to evolution of financial markets, seller makes adjustments by giving a 15 days written notice to Buyer.

4. At part.15 corresponding to the legal document Additional no. 10 dated 10/23/2017 to the Cleaning Contract concluded with Global Security System S.R.L. in the column numbered 7 named ‘Payment terms and modes’, the wrongly reported text ‘ 3 working days after issuing the invoice ‘ is replaced with the following text: ‘3 working days after receiving the invoice’.

The section named "Agreements concluded by ROMPETROL RAFINARE S.A. as Supplier"

At part.2 corresponding to the legal document ADD. 405 dated 10/02/2017 to the Contract 2017-RRC 1/30.12.2016 concluded with KazMunayGas Trading A.G. in the column 7, named ‘Payment terms and modes’, the wrongly payment term is modified as follows: instead of, 6 NY banking days after the B/L date, based on commercial invoice, tt/offset, the correct payment term is: ‘7 NY banking days after the B/L date, based on commercial invoice, tt/offset.’

IV) Current report no. 828/26.01.2018

The section named "Agreements concluded by ROMPETROL RAFINARE S.A. as Beneficiary"

At part.3. corresponding to the legal document 06458- Light Crude 2017-11/PHY_ 57016 dated 11/23/2017 concluded with KazMunayGas Trading AG the following changes are made:

the wrongly reported text is replaced with the following text in the column numbered 6 named ‘Guarantees established, penalties provided’:

‘Financing: according to evolution of financial markets, seller makes adjustments by giving a 15 days written notice to Buyer.

Financing through ‘CREDIT AGRICOLE’:



For cargoes delivered at Midia/C-ta for which financing through the bank is needed and in case if the Buyer will put such related cargo under "CREDIT AGRICOLE" trade finance facility contracted by the Seller, the Buyer shall pay interests for the period from the date of Seller's payment to supplier (3rd Party Supplier) until full payment received from the Buyer at CREDIT AGRICOLE counters. i.e. within 45 days from the seller's payment to supplier. The interest rate shall be 3.88 % per annum.

For cargoes delivered at Midia/C-ta for which financing through the bank is needed and in case if the Buyer will put such related cargo under "CREDIT AGRICOLE" trade finance facility contracted by the Seller, the Buyer shall pay interests for the period from the date of Seller's payment to supplier (Group Related Supplier) until full payment received from the Buyer at CREDIT AGRICOLE counters. i.e. within 45 days from the seller's payment to supplier. The interest rate shall be 4.13 % per annum

Bank charges (related to open account payment fees) related to the financing of cargo for which financing through the bank is needed or required will be recharged by the Seller to the Buyer at a cost 0.60 o/oo flat.

Bank charges (related to letters of credit fees) related to the financing of cargo for which financing through the bank is needed or required will be recharged by the Seller to the Buyer at a cost 0.85 o/oo flat.

*Minimum bank fee to be applied for each financing or letter of credit opening 1200.00 usd
According to evolution of financial markets, seller makes adjustments by giving a 15 days written notice to Buyer.*

Financing through "BNP PARIBAS":

A) Financing under "Supplemental": For cargoes delivered at Midia/C-ta for which financing through the bank is needed and in case if the Buyer will put such related cargo under "BNP PARIBAS" trade finance facility contracted by the Seller:

At 60 days after BL date (BL date shall be considered as day zero) sales value of cargo will be considered under the BNP " Supplemental" trade finance facility, the Buyer shall pay 2.75% and BNP's country and processing risk commission of 2% per annum. The commission is calculated from the date on which sales value of cargo will be considered under the BNP "Supplemental" until final payment from the Buyer to BNP.

Bank charges (including but not limited to letters of credit fees) related to the financing of cargo for which financing through the bank is needed or required will be recharged by the Seller to the Buyer at a cost 1.60 o/oo flat. According to evolution of financial markets, seller makes adjustments by giving a 15 days written notice to Buyer.

B) Financing against Holding Certificate: For cargoes delivered at Midia/Constanta for which financing through the bank is needed and in case if Buyer will open a Holding Certificate and put such related cargo under "BNP PARIBAS" trade finance facility contracted by the Seller, the Buyer shall pay interests for the period from the date of issuance of the holding Certificate until full payment is received from the Buyer at BNP counters. The interest rate shall be 2.75% per annum.



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

In case deliveries are made by means of releases ex stock Midia/Constanta under BNP “Supplemental” trade finance facility, the Buyer shall pay BNP’s country and processing risk commission of 2% per annum. The commission is calculated from the date of release of the cargo until final payment of BNP.

Bank charges (including, but not limited to letters of credit fees) related to the financing of cargo for which financing through the bank is needed or required will be recharged by the Seller to the Buyer at a cost 1.60 o/oo flat.

Minimum bank fee to be applied for each financing or letter of credit opening 535.00 usd. According to evolution of financial markets, seller makes adjustments by giving a 15 days written notice to Buyer.

General Manager

Yedil Utekov

Financial Manager

Vasile-Gabriel Manole