

To: S.N.G.N Romgaz SA , General Meeting of Shareholders

REQUEST FOR APPROVAL

for the procurement of legal external consultancy, assistance and representation services of SNGN Romgaz SA, in case of an/some possible litigations/arbitrations, derived from or related to development of CTE Iernut

Contract concluded with Duro Felguera and its performance:

SNGN Romgaz SA, as Beneficiary and DURO FELGUERA, as Contractor, signed Contract No. 40928/April 3, 2023 for *“Completion of works and commissioning of the investment Development of CTE Iernut by building a new combined cycle gas turbine power plant.”*

Works completion term provided in the contract was 16 months from the date of notice to proceed - namely December 2, 2024 (Notice to Proceed was issued on August 1, 2023).

According to art. 35.3 of the Works Contract, DURO FELGUERA had the possibility to request a 6-months extension of the execution term, without penalties - option exercised by DURO FELGUERA.

Following use of the extension option, the new term for completion of works was June 2, 2025.

However, up to now, the Contractor did not comply with the committed contractual terms, and after expiration of the initial execution term (16 months) and of the extended term (6 months), the Contractor abandoned the site, refusing to complete works.

Moreover, on August 6, 2025, DURO FELGUERA notified Romgaz on suspension of works and removal of material and equipment from the site.

Related to this notification, on August 12, 2025, Romgaz sent a firm, categoric and unequivocal answer, rejecting the Contractor's position, considering it to be unfounded in fact and in law, manifestly abusive and contrary to the relevant contractual and legal provisions.

Concurrently, Romgaz informed DURO FELGUERA that the abusive suspension of fulfilling contractual obligations is a flagrant breach of contractual provisions, which gives the underwritten the right to apply the most radical and firm contractual measures.

Also, Romgaz, in the correspondence on contract performance, constantly reaffirmed the requests for DURO FELGUERA to comply with committed contractual obligations and completion of works.

Related to all Contractor deficiencies in fulfilling the contract, on September 11, 2025, Romgaz sent the Termination Notice No. 8848 which enters into force within 31 days from the date receiving the notice, in line with the procedure set by subclause 64.1(h) of the Contract.

As regards the economic-legal situation of DURO FELGUERA, we state that the contractor is under a pre-insolvency procedure, governed by the Spanish law, Romgaz has currently no quality in this procedure.

However, if the contractor's pre-insolvency proceedings do not lead to the company's recovery, insolvency proceedings against DURO FELGUERA become imminent, also under Spanish law.

Having in mind the pre-insolvency, the possible imminent insolvency of DURO FELGUERA, it is necessary to secure the option that any subsequent disputes be resolved under Romanian law, if DURO FELGUERA challenges the termination notice in any way, this approach represents a strategic step aimed at counteracting the effects of insolvency proceedings against the contractor.

Also, for protecting Romgaz interests, during legal and/or extra-legal proceedings resulting from this contractual relationship, it is necessary to benefit from professional assistance and consultancy, including from experts (lawyers) qualified to practice under the Spanish law.

In view of the above, there will also be cross-border implications that will require specialized analysis by experts who can objectively and pertinently present the legal situations that will arise in the coming period, so that decisions on the management of any disputes can be taken promptly and on a sound basis.

Regarding the above mentioned, we find it necessary to procure legal consultancy, assistance and/or representation services, to ensure protection of Romgaz interests in the relationship with the contractor DURO FELGUERA and any of its subcontractors.

Legal context:

- The provisions of GEO no. 26 of June 06, 2012 on some public cost - cutting measures and strengthening financial discipline and amending and supplementing some legal documents:

“Art. I

- (1) *Public central and local administrations’ authorities and public institutions, regardless of the financing and subordination method, national companies, fully or partially state owned national and trading companies, as well as autonomous administrations which have own legal expert personnel within their organizational structure, may not purchase legal consultancy, assistance and/or representation services.*
- (2) *In duly justified cases, where legal consultancy, assistance and/or representation activities, required for the authorities and public institutions provided in paragraph (1), cannot be provided by the legal expert personnel employed by in these entities, legal services may be purchased in compliance with the law and solely with the approval of:*
 - a) *the main credit release authority for public authorities and institutions of the public central administration;*
- (3) *In duly justified cases, where legal consultancy, assistance and/or representation services required by national and commercial companies as well as by autonomous administrations, provided under paragraph (1), cannot be provided by the legal expert personnel employed by said entities, such services may be purchased under the law only upon approval and authorization of representatives of the state or of administrative-territorial units in their governing bodies:*
 - a) *by the main credit release authority, in case of companies fully state owned or having the state as major shareholder.*

To be noted that procurement of legal services is excepted from Law No.99/2016 on sector related procurements according to art. 37 paragraph 1) letter d) and paragraph 3) by complying with the principles that are underlying the award of sectoral contracts.

Related to the above-mentioned aspects, we kindly you vote on the proposal to approve the procurement of legal external consultancy, assistance and/or representation services of SNGN Romgaz SA in case of an/some possible litigations/arbitrations with the contractor DURO FELGUERA and/or its subcontractors, derived from or related to development of CTE Iernut, in according with article 15 from HCA 83/22.10.10.2025

Draft Resolution:

“The General Meeting of Shareholders approves the procurement of legal external consultancy, assistance and/or representation services of SNGN Romgaz SA in case of an/some possible litigations/arbitrations with the contractor DURO FELGUERA and/or its subcontractors, derived from or related to development of CTE Iernut.”

CHAIRMAN OF THE BOARD OF DIRECTORS

Dumitru Chisăliță

CEO

Răzvan POPESCU

CFO

Gabriela Trânbițaș

Head of Legal

Alexandru MOIȘAN