

To: **Bucharest Stock Exchange (BSE)**

**London Stock Exchange (LSE)**

**Romanian Financial Supervisory Authority (FSA)**

**Current report in compliance with the Law 24/2017, republished, on issuers of financial instruments and market operations, Regulation FSA no. 5/2018 on issuers of financial instruments and market operations, and the Bucharest Stock Exchange Code**

Report date: **8 November 2024**

Company name: **Societatea Energetica Electrica S.A.**

Headquarters: **9 Grigore Alexandrescu Street, 1st District, Bucharest, Romania**

Phone/fax no.: **004-021-2085999/ 004-021-2085998**

Fiscal Code: **RO 13267221**

Trade Register registration number: **J40/7425/2000**

Subscribed and paid in share capital: **RON 3,395,530,040**

Regulated market where the issued securities are traded: **Bucharest Stock Exchange (BSE), London Stock Exchange (LSE)**

**Significant events to be reported: Information regarding the EGMS convened on 11 December 2024**

Regarding item 3 on the agenda of the Extraordinary General Meeting of Shareholders (EGMS) convened on **11 December 2024, respectively:**

*The ratification of the signing of the Addendum to the Facility Agreement dated November 03, 2021, with subsequent amendments and completions, in the amount of RON 450,000,000, signed between ELSA, as Borrower, and Erste Group Bank S.A. and Raiffeisen Bank S.A., as Lenders, by which the parties agreed:*

- i. Extension of the Termination Date by four years;*
- ii. Extension of the Availability Period by one year.*

Electrica informs its shareholders that on 31 October 2024, the Second Amendment Agreement to the Credit Facility dated November 03, 2021, with subsequent amendments and completions, in the amount of RON 450,000,000, was signed between ELSA, as Borrower, and Erste Group Bank AG and Raiffeisen Bank S.A., as Lenders, by which the parties agreed:

*a) the following definitions shall be added in Clause "Definitions":*

*"Second Amendment Agreement means the amendment agreement dated 31 October 2024 and concluded between the Borrower, as borrower, the Arrangers, the Original Lenders, the Agent and the Security Agent, amending the Original Facility Agreement, as amended by the First Amendment Agreement."*

*"Third Amendment Agreement means the amendment agreement to be concluded between the Borrower, as borrower, the Arrangers, the Original Lenders, the Agent and the Security Agent, to the Original Facility Agreement as amended by the First Amendment Agreement and the Second Amendment Agreement, extending the Availability Period and the Termination Date, and amending, among others, the purpose of the Facility, the structure of Loan repayment and adjusting the pricing."*

*(b) the definition of "Availability Period" in Clause "Definitions" shall be amended to read as follows:*

*"Availability Period means the period from and including the date of the Original Facility Agreement to and including the earlier to occur of:*

*(a) 1 February 2025; and*

*(b) the day on which the Available Facility is reduced to zero."*

*(c) the definition of "Termination Date" in Clause "Definitions" shall be amended to read as follows:*

*"Termination Date means 1 May 2025, or such later date as may be determined pursuant to Clause "Extension of the Termination Date"*

*(d) the definition of "Mortgage over Receivables" in Clause "Definitions" shall be amended to read as follows:*

*"Mortgage over Receivables means the moveable mortgage agreement governed by Romanian law, pursuant to which the Borrower is to grant a first ranking movable mortgage in favour of the Security Agent (acting on behalf of the Finance Parties) over all its present and future receivables arising under any and all Shareholder Loan Agreements to secure the Secured Liabilities."*

*(e) the definition of "Shareholder Loan Agreement" in Clause "Definitions" shall be amended to read as follows:*

*"Shareholder Loan Agreement means any loan agreement concluded or to be concluded by the Borrower for the purpose of Clause "Purpose" of this Agreement and pursuant to which the Borrower makes available to an affiliate*

*junas borrowed by it under this Agreement.*

*(f) Clause "Initial conditions precedent" shall be amended to include a new paragraph to read as follows:*

*"The Borrower may not deliver any Utilisation Request or Commitment Request unless on or before the date of the relevant Utilisation Request or Commitment Request the Agent has received (or waived with or without conditions receipt of):*

- (i) an original of the duly signed Third Amendment Agreement, in full force and effect in accordance with its terms;*
- (ii) a copy of the resolution of the general meeting of shareholders ("GMS") of the Borrower and of the other appropriate decision-making bodies of the Borrower, passed after the date of the Second Amendment Agreement in accordance with the Borrower's constitutional documents:*

*A. ratifying the Second Amendment Agreement and approving the Third Amendment Agreement and the Mortgage over Receivables; and*

*B. authorising the relevant person or persons to execute the Third Amendment Agreement and the Mortgage over Receivables on its behalf, together with:*

- 1. a copy of the convening notice of the GMS and evidence that any convening formalities have been performed in accordance with the applicable law and the constitutional documents of the Borrower;*
- 2. a copy of the resolution of the board of directors of the Borrower approving the terms of the Third Amendment Agreement and the Mortgage over Receivables, and delegating to the executive management of the Borrower the execution and performance of the Third Amendment Agreement and the Mortgage over Receivables;*
- 3. evidence of submission of the resolution of the GMS to the Trade Registry; and*
- 4. evidence of publication of the resolution of the GMS in the Official Gazette of Romania, Part IV; and*

*(iii) a Romanian law capacity and enforceability legal opinion of Dentons Europe - Zizzi-Caradja si Asociatii SPARL, legal advisers to the Finance Parties, in relation to the Second Amendment Agreement, the Third Amendment Agreement and the Mortgage over Receivables,*

*it being understood that none of the conditions set out above need to be satisfied in order for the Agent (acting on the instructions of the Lenders) to further extend any letter of comfort issued prior to the date of the Second Amendment Agreement."*

*(g) Paragraph (a) of Clause "Extension of the Termination Date" shall be amended to read as follows:*

*"The Borrower may request the extension of the Termination Date, subject to, and in accordance with, the terms and conditions set out in this Clause"*

*(h) Clause "Information: miscellaneous" shall be amended to include a new paragraph (c) to read as follows:*

*"(c) The Borrower shall provide evidence (in the form of a Trade Registry written confirmation) that no objection or challenge to the resolution of the GMS ratifying the Second Amendment Agreement and approving the Third Amendment Agreement and the Mortgage over Receivables has been registered within 15 days of its publication with the Official Gazette of Romania, Part IV."*

The Second Amendment Agreement also includes general provisions: representations, transaction expenses, no waiver of existing defaults, confirmations and miscellaneous.

More information related to the item submitted for the approval of the EGMS may be found in the note prepared by the Company and published on 21 October 2024, available on the Company's website at [www.electrica.ro](http://www.electrica.ro), under the Investors > General Meeting of Shareholders > 2024 GMS > General Meeting of Shareholders as of 11 December 2024 > [Note](#).

The convening of Electrica's EGMS was approved in the Company's Board of Directors meeting dated **19 September 2024**. On **20 September 2024**, the Convening Notice of the EGMS will also be published in the Official Gazette of Romania, Part IV and in Romania Libera, a national newspaper.

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**CEO**

**Alexandru Aurelian Chirita**

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