

## LONG FORM CONFIRMATION

Contract no. 245.17/30.08.2017

This Long Form Confirmation ("Confirmation") evidences and documents the terms of a fully integrated and binding agreement (an "Individual Contract") concluded at the date and time indicated below by:

Elpetra Energy Ltd, having its headquarters at Georgiou Karyou, 6B, Strovolos, 2014, Nicosia, Cyprus, VAT no. CY102916291, legally represented by Igor Kristov as Managing Director ("Buyer")

and

Monsson Trading S.R.L., having its headquarters at Mamaia Bvd., nr. 158, fl. 7, room 1, Constanta, Romania, VAT no. 25032083, legally represented by Andrei Muntmark as General Manager ("Seller").

-jointly as "Parties" and individually a "Party"

as regards the sale/purchase of electricity as described below. The Parties agree to promptly negotiate in good faith and to enter into as soon as reasonably possible a "General Agreement Concerning the Delivery and Acceptance of Electricity", Version 2.1a dated 21 September 2007 ("General Agreement"), published as a form by the European Federation of Energy Traders ("EFET"), the terms of which, upon its execution, will govern this Individual Contract and all existing and future Individual Contracts between the Parties for the sale and purchase of electricity. Upon mutual execution of that General Agreement, this Individual Contract and all Individual Contracts between the Parties shall be subject to, shall form an integrated part of, and shall constitute Individual Contracts (as defined therein) under that General Agreement. Until execution of the General Agreement, the Parties shall be bound by the provisions listed under the section "Elections to the General Agreement" below. Such provisions shall apply to this Individual Contract, even in the event a General Agreement is not executed.

If there is any inconsistency between the provisions of the General Agreement applicable and this Confirmation, this Confirmation will prevail for the purpose of this Individual Contract. Any capitalized terms used herein which are not defined in this Confirmation shall have the meaning set out in the General Agreement.

Date and time of conclusion: 15:30, 30.08.2017

For the Seller: Monsson Trading SRL,

Tel: + 40 241 582 670

Fax: + 40 241 582 672

For the Buyer: Elpetra Energy Ltd

Tel: +359 2 8159300

Fax: +359 2 8159301

Delivery Schedule:

Total Supply Period		From CET	To CET	Contract Capacity	Contract Quantity	Contract Price	Total
				MW	MWh	Euro / MWh	amount
First Date	Last Date						Euro
01.09.2017	30.09.2017	00:00	24:00	Up to 30	As defined in "Other arrangements" hereunder	As defined in "Other arrangements" hereunder	As defined in "Other arrangements" hereunder

Delivery Point (Trading zone)

TRANSELECTRICA GRID (ROMANIA) / BORDER TO ESO GRID (BULGARIA)

Cross Border Capacity (CBC):

CBC shall be provided by the Buyer.

EIC Code Buyer:

11XELPETRAENERG0

EIC Code Seller:

30XROMONSSONET-6

## Elections to the General Agreement

Delivery, Measurement,  
Transmission and Risks:

For the purpose of this Individual Contract § 6 (Delivery, Measurement, Transmission and Risk) of the General Agreement shall apply.

Force Majeure:

For the purpose of this Individual Contract, § 7 (Non-Performance Due to Force Majeure) of the General Agreement shall apply.

Acceptance/Delivery Failure:

For the purpose of this Individual Contract, § 8 (Remedies for Failure to Deliver and Accept) of the General Agreement shall apply.

Termination Rights:

For the purpose of this Individual Contract § 10 (Term and Termination Rights) of the General Agreement shall apply.

Definition of Material Reason:

For the purpose of this Individual Contract § 10.5 (Definition of Material Reason) of the General Agreement shall apply and shall for the avoidance of doubt include § 10.5 (a) (Non Performance), § 10.5 (c) Winding-up/Insolvency/Attachment and § 10.5 (d) (Failure to Deliver or Accept), but exclude § 10.5 (b) (Cross Default and Acceleration).

Winding-up/Insolvency/Attachment:

For the purpose of this Individual Contract, § 10.5(c) of the General Agreement shall apply. The applicable time period for §10.5(c) (iv) shall be zero (0) days, if a Party, its Credit Support Provider or Controlling Party *institutes* such a proceeding, zero (0) days, if a Party, its Credit Support Provider or Controlling Party has instituted *against it* any of the proceedings specified in § 10.5(c) (iv) and such Party, its Credit Support Provider or Controlling Party, as the case may be, is unable to pay its debts as they fall due, or is otherwise in a position which justifies the commencement of such insolvency proceedings and fifteen (15) calendar in any other days.

Failure to Deliver or Accept:

For the purpose of this Individual Contract, § 10.5(d) of the General Agreement shall apply.

Calculation of the Termination Amount:

For the purpose of this Individual Contract § 11 (Calculation of the Termination Amount) of the General Agreement shall apply.

Limitation of Liability:

For the purpose of this Individual Contract, § 12 (Limitation of Liability) of the General Agreement shall apply.

Invoicing and Payment:

For the purpose of this Individual Contract, the invoicing will be done for each calendar week, in advance, according to the following situation:

1. For deliveries between 1 - 10 September, the Seller will issue an advance invoice of 187.200,00 EUR, with due date 31.08.2017.
2. For deliveries between 11-17 September, the Seller will issue an advance invoice of 131.040,00 EUR, with due date 08.09.2017.
3. For deliveries between 18-24 September, the Seller will issue an advance invoice of 131.040,00 EUR, with due date 15.09.2017.
4. For deliveries between 25-30 September, the Seller will issue an advance invoice of 112.320,00 EUR, with due date 22.09.2017.

At the end of the Total Supply Period, an Adjustment invoice or Credit Note will be issued, considering the total quantity delivered minus the total invoices effected, thus regularizing the Total Amount. The invoice shall be paid by the Buyer to the Seller or overpaid amount shall be reimbursed by the Seller to the Buyer in 3 business days from Credit Note/Invoice issue date. All invoices shall be issued and sent by the Seller to the Buyer by electronic means.

§ 13.3 and § 13.6(b) shall apply as written in the General Agreement.

VAT and other Taxes

Calculation Agent:

Confidentiality:

Governing Law

Arbitration

Other arrangements:

The Default Interest for overdue payments provided for in § 13.5 of the General Agreement shall be the one month EURIBOR interest rate for 11.00 a.m. on the Due Date plus 3 % (three per-cent) per annum.

For the purpose of this Individual Contract, § 14 (VAT and Taxes) of the General Agreement shall apply.

For the purpose of this Individual Contract, the Calculation Agent shall be the Seller, provided that Seller is not in default, in which case Buyer will be the Calculation Agent, whereas "default" means Material Reason as defined in § 10.5 excluding § 10.5(e)."

For the purpose of this Individual Contract, § 20 (Confidentiality) of the General Agreement shall apply.

For the purpose of this Individual Contract § 22.1 (Governing Law) of the General Agreement shall apply.

For the purpose of this Individual Contract § 22.2 (Arbitration) of the General Agreement shall apply as written in the General Agreement.

**Contract Quantity** – Shall be considered as follows:

The Buyer will inform the Seller the quantity required by the Seller to be delivered to the Buyer the latest by 07:45 CET on D-1 for nominations with long-term capacity and by 10:00 CET on D-1 for nominations with daily capacity. Such quantity accepted by the Buyer during the Total Supply Period represents the Contract Quantity.

**Contract Price** – Shall be calculated as follows:

For each delivery hour, the hourly contract price will be the OPCOM Day Ahead Market closing price, as published on OPCOM website ([www.opcom.ro](http://www.opcom.ro)) that corresponds to that delivery hour plus a service fee of net 0.50 €/MWh. At the end of each delivery period of calendar week the Contract Price will be calculated as

$$\frac{\sum_{i=1}^n Q_i [MWh] \times (MCP_i + 0.50) [€/MWh]}{\text{Contract Quantity [MWh]}}$$

Where  $Q$  = Hourly delivered Quantity [MWh]

MCP = Market Clearing Price as defined by OPCOM [€/MWh];

The Contract Price does not include the capacity allocation cost between in the direction Romania – Bulgaria, which shall be borne separately by the Buyer.

Unless expressly stipulated otherwise, the Contract Price is net price.


In case taxes or other dues are imposed on the Seller by any authorities or bodies in the Buyer's country then such costs will be charged further to the Buyer.

**Total Amount [€] = Contract Price [€/MWh] x Contract Quantity [MWh]**

**Elpetra Energy Ltd**

Name: Igor Kristov

Date: 30.08.2012

 Elpetra Energy Ltd  
Petroleum products and  
electric power  
Georgiou Karyou, 68 Dasoupoli, Strovolos, 2014, Nicosia, Cyprus  
Registration No. 291629

**Monsson Trading S.R.L.**

Name: Mesut Septar

Date: 30.08.2012

