

Approved with ERE Board Decision no. 101, dated 23.06.2016, as amended with Decision no. 147 dated 30.09.2016, amended with Decision no. 255 dated 24.12.2018

## CONTRACT

### FOR ELECTRICITY SALE-PURCHASE BETWEEN OSHEE COMPANY AND THE ELECTRICITY PRIORITY PRODUCERS

Signed today on date \_\_\_\_/\_\_\_\_/\_\_\_\_, in Tirana, between;  
/

**The \_\_\_\_\_, company**, Albanian legal person, registered at \_\_\_\_\_  
decision no. \_\_\_\_\_, NIPT no. \_\_\_\_\_ with premises \_\_\_\_\_,  
herein below **“the Seller”**, represented by Mrs./ Mr. \_\_\_\_\_;

*and*

**Electricity Distribution Operator OSHEE company**, Shareholder Company,  
registered as a legal person \_\_\_\_\_ premises on address:  
\_\_\_\_\_ Tirana, herein below **“the Purchaser”**, represented by Mrs./ Mr.  
\_\_\_\_\_;

#### **Given that:**

\_\_\_\_\_ Company, received with concession/has privatized the HPP (HPPs) \_\_\_\_\_  
, according to the concession agreement /according to the sale – purchase contract \_\_\_\_\_  
;

**The Parties** are responsible to fulfill the obligations according to this contract;

ERE with its decision no. \_\_\_\_\_, dated \_\_\_\_\_, licensed  
\_\_\_\_\_ Company for Electricity production; from the HPP-s \_\_\_\_\_ as defined on the  
license issued by  
ERE.

OSHEE company which is charged with public service obligation for electricity purchase from the energy renewable resources shall sign a contract for Electricity purchase with the Electricity Priority Producers implementing article 11, point 2 of Council of Minister Decision no. 244, dated 30.06.2016 *“On approving the conditions for imposing public service obligation, that shall be implemented to the licensee on power sector, which perform electricity production, transmission, distribution and electricity supply activity”*.

ERE is charged to define the Electricity sale price for the Electricity Priority Producers, according to article 15, point 3 of Law no.138/2013 *“On renewable resources”*.

Blue color amendments with Decision no 147 dated  
30.09.20161

Red color the amendments with Decision no.255 dated  
24.12.2018

**The Parties** agree as follows:

## **Article 1** **Definitions**

On this contract the following terms shall have the meaning as follows:

- Price approved** - shall mean Electricity sale-purchase price, by Energy Regulator Authority according to the legislation in force;
- Day** - shall mean a time period of 24 hours beginning on **00.00 until on 24.00.**
- Electricity/Energy** - shall mean active and reactive energy transmitted and distributed from the power system
- Active Electricity:** - shall mean active power that is generated or passes on an electric circle during a time period and is defined from the defined integral of the active power within the time limits. The metering unit is Vat-hour or its multiplies.
- Reactive Energy** - is the defined integral for time limits of Reactive Power measured in volt-ampere reactive – hour or its multiplies.
- ERE** - shall mean the Energy Regulator Authority;
- Frequency** - shall mean the number of alternative cycles of the current per second, with which operates the power system;
- Force Majeure** - is an natural or social act or event such as earthquakes, lightning, cyclones, floods, volcanic eruptions, fires or wars, armed conflict, insurrection, terrorist or military action, which prevent the Party/Parties to meet the respective obligations according to this Contract or other acts or events that are beyond the reasonable control of the Party/Parties and not arising out because of their fault and the Party/Parties is/are not able to overcome such act or event by the exercise of due diligence and reasonable efforts, skill and care. The defects on the equipment's and materials or the delays to make them available, the work conflicts, strikes or financial problems it may not be required to be considered from the Parties as Force Majeure, except of the case when they derive from a Force Majeure circumstance. ”

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- OSHEE company** - shall mean a legal person licensed and responsible for the safe, reliable and effective operation of the distribution network ensuring the maintenance and development of the distribution system extended on a defined area and when applicable its connection with the other systems to ensure long-term ability of the system to meet the reasonable requests for the electricity distribution, harmonious with the environment and energy efficiency which is charged with public service obligation for electricity purchase from the energy renewable resources, implementing article 11, point 2 of Council of Minister Decision no. 244 dated 30.03.2016 *“On approving the conditions for imposing public service obligation, that shall be implemented to the licensee on power sector which exercise the electricity production, transmission, distribution and electricity supply activity”*
- Priority producers** - are the electricity producers from the renewable energy resources, according to the definitions of the law for electricity renewable resources.
- Contract** - This contract is signed for electricity sale-purchase, connected between the Priority Producer of Energy (the Seller) and OSHEE company (the Purchaser) as well as any other addition or amendment that may be on the future with the approval of the parties after ERE approval.
- Law** Law no. 43/2015, “On Power Sector” as amended; Law no. 138/2013, “On energy renewable resources”; Law “On concessions and public/private partnership”, as amended
- Meter** - shall mean an equipment for metering and registering the Electricity measured values.
- Month** - shall mean the time period which initiate on hour 00.00 of the first calendar day of the month and ends on hour 24.00 of the last calendar day of that month.

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**Party**

- **The Seller and the Purchaser** on  
this contract.

**Delivery Point**

- For the effect of this contract, the delivery point shall be a **point of the power system** defined with the permission approved for the connection and with the connection agreement.

**Metering point**

- shall mean the Delivery Point on which the Metering System meets all the technical and accuracy conditions according to the Electricity Metering Code and other by-legal acts approved by ERE for this purpose.

**Electricity Metering System/ Metering System** – shall mean the set of metering equipment's, the meter, circuit transformers, protection of the meter and insulators, the circuits and equipment's for protecting the data, equipment's for the transmission and communication of the data and the necessary cable lines, which are part of the Electricity Active/Reactive Metering Equipment's at the facility;

**Year**

- shall mean the time period beginning on hour 00.00 of the first day of the calendar year and terminates on hour 24.00 of the last day of that calendar year.

**Article 2**

**Purpose of the contract**

This Contract defines the terms and conditions according to which the Purchaser shall be obliged to purchase and the Seller shall be obliged to sell all the Electricity produced from the Seller as Electricity Priority Producer, in conformity with the legal and by-legal acts in force for this purpose.

**Article 3**

**Delivery, Acceptance and Transferring of the Rights**

1. The Seller, in conformity with this contract shall schedule, produce and sell and the Purchaser shall schedule, accept and purchase all the produced Electricity quantity at the Delivery Point.
2. The Seller is obliged to take the appropriate measures regarding the production plant of Electricity at the defined Connection Point, according to the specifications and rules defined at the Network Code and other acts.
3. Electricity shall be transposed from the Seller to the Purchaser at the Delivery Point, where the Electricity ownership shall be transposed from the Seller to the Purchaser.
4. The Purchaser shall pay to the Seller the purchased Electricity quantity with the price of the contract and according to the rules defined on article 8 (Invoicing and Payment).
5. The Purchaser agrees to accept other additional Electricity quantities from the Seller, in case of a larger production from this last one mentioned. About this the Seller shall make the respective notifications to enable to the Purchaser to take the Electricity and to regulate its schedule.

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Red color are the amendments with Decision no. 255 dated 24.12.2018

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6. Despite the OSHEE company obligation to purchase the electricity produced from the seller, the seller has the right to sell all or a part of the electricity produced to other entities different from OSHEE, according to the quantities and the approaches selected from the seller himself". The graph of electricity delivery that shall be sold in the irregulated market shall be according to the profile 00:00 – 24:00 .

#### **Article 4**

##### **Preliminary documentation, Voltage, Frequency**

1. The seller shall set available/deliver to the Purchaser all the documentation and data regarding the Electricity testing and transmission, the technical specifications and all installed electricity equipments including the specification certificates, the installed safety meters and devices details, 30 days before the production plant is set in full utilization and initiates to produce/deliver Electricity.
2. The electricity shall be delivered with voltage and frequency in conformity with the legal and by-legal acts in force.

#### **Article 5**

##### **Delivery Schedules**

1. The production plants with installed capacity over 5 MW shall schedule and submit to the Purchaser the delivery schedules in conformity with the Electricity Market Rules.
2. The production plants with capacity under 5 MW shall submit the monthly/annual schedule according to the Electricity quantity that is foreseen to be produced.
3. "When the Purchaser is a different entity from OSHEE company the production plants shall declare their delivery schedules and the respective contracts for the day ahead", as well as the annual schedule where are defined the electricity quantities that the seller shall sell at OSHEE company and at the irregulated market of electricity. This schedule shall be delivered at OSHEE company within 30 November of the actual year for the next year. The nomination of the respective schedule shall be in conformity with the electricity market rules.
4. When the purchaser us a different entity from OSHEE company, to the production plants shall be implemented the Market Rules on Imbalances, according to the provisions of the legislation in force.
5. The deviations from the submitted schedules shall be handled in conformity with the Electricity Market Rules or any other act approved by ERE for this purpose.

#### **Article 6**

##### **Metering the Delivered Electricity**

1. Metering the Electricity delivered from the Seller to the Purchaser shall be at the Metering/Delivery Point, which shall be at the Seller ownership, in conformity with the rules defined at the Electricity Metering Code. To define the installation, maintenance, control, testing and seal of the Electricity Metering System, the Parties refer to the Electricity Metering Code.
2. "When the producer/seller decides to operate in the regulated as well as in the irregulated market, the production plants shall be equipped with hourly basis telemetering systems integrated with TSO metering system".
3. The meter is controlled, tested and sealed at the presence of the authorized entity of the Seller and OSHEE company.

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4. The test shall be performed at the authorized and certified Entities according to the Electricity Metering Code.
5. On the day defined by the Parties on the Contract (or on the last day of the respective Month), the authorized representative of the Seller and the Purchaser shall meet to read the Electricity metering device/ or shall read online from the systems accessible by both parties the Monthly quantities of Electricity delivered from the Seller to the Purchaser for every month. The meter counter display shall be read and registered on site or through the online electronic devices with the systems accessible by both parties every month to realize the Electricity sale-purchase statement. In case of failure of the Metering System because of the defects, the receive of the data shall be defined with agreement between the Parties referring to the meter reading registers.
6. To realize the meter reading according to point 6.3 of this article will be kept a minutes (reconciliation – act) of the metering equipment reading, that shall be signed by authorized representatives of the Parties that perform the reading, with the content as follows:
  - a. The data of the Metering System (metering device and metering transformers);
  - b. Identity of the persons that perform the reading;
  - c. Signature of the persons;
  - (d) The reading of the device for the previous month;
  - (e) The current meter reading.
7. The Seller shall perform the invoicing process in conformity with the effective rules and shall send to the Purchaser the invoice or enable him online reading accessible by both parties. The Purchaser is obliged to liquidate the invoiced value. Any uncertainty for the accuracy of the invoice from the Purchaser, shall be subject of review and regulation on the next Months.
8. The Purchaser shall keep the respective plants/ installations of Electricity production the Meter reading Register (handbook) which shall be available for inspection / testing to the authorized representatives of the Purchaser and other market participants that have legal access.
9. In any case the authorized representatives of OSHEE company, according to the Metering Code and as the Electricity Purchaser may perform in conformity with the legislation in force inspections and testings of the Metering System and their registering systems. The employer of the respective plant shall set available to OSHEE company representatives the register of Electricity Meter reading and shall establish the access necessary to control the Metering System.
10. After the installation of the Metering System and the register of the online data, the Seller is obliged to perform the transmission of these data according to this system, except of the technically impossibility cases for setting into operation the on-line metering system.

## **Article 7**

### **The document of the Delivery/Acceptance and Metering process**

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1. According to a reasonable request, the Parties:
  - a. shall ensure to each other the documents that they own, which evidences the electricity quantities, deliveries and acceptances to define the measure and the reason for any deviation from the programs;
  - b. shall share with each other any additional necessary documentation to verify discrepancies between the scheduled and the real electricity flows.
2. If one party, on the request of the other Party or to settle a disagreement held from the other party, executes the reasonable external costs, to verify if the other Party failed to comply its obligations according to the terms of this Contract, these expenses shall be reimbursed from the other party that failed to comply these obligations if this is required.

## **Article 8**

### **Invoicing and Payment**

1. Invoicing: The seller shall deliver to the Purchaser for Electricity delivery an invoice according to the form and standards required from the legislation in force, which submits the total Electricity quantity sold from him at the previous calendar Month. The submission of this invoice shall be executed within date 10 of the next month (or when this is an official holiday, on the next working day). In addition to the invoice, the Seller shall deliver to the Purchaser even the respective reconciliation – act.
2. Payment: The Purchaser shall execute the payment to the Seller according to the Monthly invoice value. The Payment shall be within 30 days from the acceptance of the invoice from the Purchaser. The payment date shall be considered the date when from the account of the Purchaser shall be taken the monetary funds.
3. Delays in executing the payment: If the Purchaser fails to execute the payment within the term defined on this Contract, the compensation for the incurred damages as result of the delay, consists in paying the overdue payment in the measure of the interest rate of the treasure bonds with a 1 year maturity + 0.5% per year for any day of delay calculated from the date when will be executed the payment. The overdue payment is paid without obliging the creditor (Seller) to prove any damage. In calculating the overdue payment it is not included the date when it is executed the payment.
4. Disputed Amounts: For any claim regarding the accuracy of the invoice, shall be given a written explanation from the Seller or the Purchaser and the corrections in the invoice shall be within the invoiced Month, otherwise will be paid the invoiced sum not later than the payment deadline and the differences (additions or reductions) from the corrections shall be reflected on the next Month.

## **Article 9**

### **Tax obligations**

1. The Parties are responsible to comply the obligations regarding the tariffs and taxes according to the legislation in force.
2. The Seller shall pay all the obligations regarding the taxes or any other obligation according to the legislation in force at or/and before the Delivery Point and the

Purchaser shall pay all the obligation regarding the taxes or any other obligation according to the legislation in force after the Delivery Point.

## **Article 10**

### **Risk and Loss**

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- 1 The Parties at the beginning of each Year shall draft and coordinate the schedules of the planned overhauls as well as the services for the plant and the electricity connections and equipments of OSHEE company.
- 2 The Seller shall be responsible for all the associated risks and shall be responsible for any incurred cost or payment regarding the scheduling, transmission and delivery of Electricity quantity contracted to the Delivery Point, in conformity with the Electricity Market Rules and other acts in force, except when Electricity delivery is impossible as result of the circumstances that do not depend from the Seller or in case the non delivery is justified from annual repairs and maintenance according to point 1 of this article.
- 3 The Purchaser shall be responsible for all accompanying risks and shall respond for any incurred cost or payment related with the acceptance and transmission of contracted quantity after the Delivery Point, except when the non delivery of Electricity is impossible as result of the circumstances that do not depend from the Purchaser (Force Majeure) or in case the non delivery is justified from the overhauls on Electricity connections and equipments of the Distribution System Operator.

### **Article 11**

#### **Price**

1. The Purchaser shall pay the Seller for the purchased Electricity, with the price defined and approved by ERE according to the legislation in force. The applicable price at the moment of signing this Contract is the price in force defined and approved by ERE.
  3. If ERE approves a price different from the applicable one, according to paragraph 11.2, the Parties shall execute the necessary corrections for the invoiced quantities in conformity with ERE respective decision.
2. ERE defines and approves with decision within the current year, the electricity sale price for the next year. If the annual price is approved later than the beginning of the next year, this price shall be implemented from January 1 of the next year and the Parties shall perform the necessary corrections at the respective invoices for the delivered and invoiced quantities before the approval of the price, in conformity with ERE respective decision

### **Article 11 /1**

#### **“Exceptions”**

Exceptionally for other electricity priority producers, referring to the legislation in force, the Purchaser shall pay the seller for the purchased electricity, referring to article no.1 attached and integrated to this contract, while the other terms on this contract, remain unchangeable.

- A. Integral part of this contract becomes annex no. 1 with the content as follows:

### **Neni 12**

#### **Forca Madhore**

1. In case each Party is confronted with the Force Majeure, it shall notify the other Party on time through a written notification confirming that it is received from the other Party clarifying this last one mentioned the nature of the event, possible duration and the expected consequences.
2. Any Party shall not be considered responsible for non compliance of the contractual obligations if it has been prevented to realize them from the Force Majeure.

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3. The Parties shall undertake the necessary measures to minimally reduce the damages.

### **Article 13**

#### **Compensations for non acceptance of electricity**

1. When the Purchaser fails to comply the obligation to accept Electricity from the Seller according to this Contract, and when such non-compliance is not justified by a Force Majeure, the Purchaser shall compensate the Seller for the caused financial damage, equal with the product of Electricity quantity not accepted with the ERE regulated price in force.
2. The Sum payed in conformity with this Article, shall be invoiced and paid according to article 8 (Invoicing and Payment).
3. Any of the Parties shall be obliged to compensate the loss of the other Party as result of the repairs or maintenance (including the emergency repairs realized in conformity with the program agreed from the Parties).

### **Article 14**

#### **Termination of the Contract**

1. The Parties shall have the right to terminate the Contract if they mutually agree to do so. The Parties inform ERE within 5 days for the termination of the Contract.
2. If during the validity period of the Contract any Party observes a serious breach of the Contractual obligation from the other Party, they shall immediately inform this last one mentioned by writing regarding it.
3. The other Party within 10 days from the notification shall correct or compensate the claimed breach of the Contractual obligation or in case of non compliance regarding the claim shall express to the other Party by writing this non compliance defining its reasons about it.
4. If within 10 days deadline mentioned above is not performed the correction or compensation of the Contractual violation or the Party performing the breach has not showed to the other party the non compliance by writing within the deadline, then the Party claiming the breach may require the unilateral termination of the Contract.
5. The Parties shall have the right to require the unilaterally terminate the Contract if they fail to comply the Contractual obligations according to this contract for an uninterrupted time period of more than 6 months as result of the Force Majeure.
6. Parties shall have the right to require the termination of the Contract when:
  - a) Any of the Parties declares bankruptcy and is not able or fails to liquidate the debts, or accepts by writing its general inability to pay the debts on time;
  - b) If any of the Party issued incorrect or untrue guarantees;
  - c) In case of breach from the Parties of the technical regulations and requirements provided from the by-legal legislation in force.
7. Termination of the Contract according to paragraphs 14.4, 14.5, 14.6 of this article shall be with ERE approval.
8. The Parties shall calculate within 30 working days from the termination day of the Contract, the respective financial obligations and the approach to liquidate them.

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10. Taking into consideration the provisions of Council of Minister Decision no. 244 dated 30.03.2016, if this contract shall be amended, or settled as consequence of a normative act approved by ERE, or its rights and obligations shall be transferred within the implementation of the legislation in force that regulates the power sector and the renewable resources and not from the will of each party, the party that may require the solution is obliged to inform the other party within at least 30 (thirty) days before the amendment, transferring or termination of the contract if on the new legislation is not provided otherwise.
11. In such a case the parties shall implement the provisions of point 8 of this article for the liquidation of financial obligations between them.

### **Article 15** **Term of the Contract**

1. This Contract shall be in force for a 15 (fifteen) years period, (For entities that have signed an electricity sale purchase agreement with KESH company before or with the entry into force of Decision no. 101, dated 23.06.2016 of ERE, the contract for electricity sale purchase with OSHEE company shall be signed for the remaining period from the termination of the contract signed with KESH company).
2. If the Seller has an electricity sale-purchase Contract with KESH company, before or with the entry into force of ERE Board Decision no. 101, dated 23.06.2016, the Purchaser shall guarantee that the Seller shall continue to have the rights provided on the previous contract with KESH company and for any amendment approved by ERE for the duration of this contract.

### **Article 16** **Entry into force**

This contract whose provisions are approved by ERE enters into force after it is signed from the Parties.

### **Article 17** **Amendments**

If any term, condition or rule of this Contract becomes fully/partially invalid, illegal or may not be implemented, this term, condition or rule may not bring the invalidity, illegal or failure to implement the conditions, terms and rules provided on the other part of this contract.

### **Article 18** **Legislation**

The Contract for Electricity sale purchase shall be based and interpreted in conformity with the Albanian legislation.

### **Article 19** **Notifications**

1. Any notification issued from one Party to the other Party according to the Contract shall be in the written form on the address specified on the contract.
2. The notification shall have its effects when

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delivered.

## **Article 20**

### **Settlement of the Disputes**

1. In case of disputes, the Purchaser and the Seller shall try to settle the dispute with understanding. If the Parties do not find understanding, they may require ERE intervention.
2. The Parties at any case shall have the right to settle the dispute in court or arbitration according to the definitions from the Parties itself. The competent Court for settling the disputes between the Parties, deriving from this contract, shall be Tirana District Court.

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**Article 21**  
**Responsible Persons (Administrators) of the Contract**

1. Each Party shall define on this Contract the responsible person, for the interest of the respective Party, to perform the respective communications and for its representation on the issues regarding with the execution of this Contract.
2. Each Party shall immediately inform the other Party for any amendment regarding the respective responsible person. If any of the Parties does not make the necessary information, the other party shall assume all the liabilities regarding any possible damage deriving as result of not issuing the necessary information.
3. Responsible persons for this Contract for the Parties, according to first paragraph of this article, shall be respectively:

For the Purchaser: \_\_\_\_\_

, For the Seller: \_\_\_\_\_

,

**Article 22**

This contract is drafted in 4 equivalent copies from which 2 copies for OSHEE company and 2 copies from the Seller.

**For the Seller**

**For the Purchaser**

Legal Name

\_\_\_\_\_

\_\_\_\_\_

Authorized Person

\_\_\_\_\_

\_\_\_\_\_

Function

\_\_\_\_\_

\_\_\_\_\_

Signature and Seal

\_\_\_\_\_

\_\_\_\_\_

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## ANNEX OF THE CONTRACT

### FOR ELECTRICITY SALE-PURCHASE BETWEEN OSHEE /DSO COMPANIES AND THE ELECTRICITY PRIORITY PRODUCERS

The Purchaser pays to the seller for the purchased electricity, with the price defined according to the legislation in force, at the moment of issuing the contract / authorization, with the holder of the final approval with MIE; (ERE Board Decision no. dated //; the methodology for defining the electricity purchase price produced from small renewable resources from solar and wind

or from other resources defined by the Law, approved with Council of Ministers Decision no. , dated // , contract no \_\_\_\_\_, dated //, signed between the Approval Holder \_\_\_\_\_ and the Ministry of Infrastructure and Energy (MIE) etc.):

Price = \_\_\_\_\_.

The validity term of this contract shall be \_\_\_\_\_, in conformity with the legal and by-legal acts in force as follows, referring to the terms defined on the contract /authorization, with the final approval holder with MIE, no. \_\_\_\_\_, dated //, signed with the Approval Holder \_\_\_\_\_ and the Ministry of Infrastructure and Energy (MIE).

Signature date \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ .

Termination date \_\_\_\_ / \_\_\_\_ / \_\_\_\_ .

(The validity term shall not be more than the one defined in the legislation in force for the renewable resources.)

Commencement of operations/electricity delivery date from renewable energy resource shall be considered date \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ on which are completed all the provided legal-technical criteria, as well as it is performed the control and seal from the Purchaser of the electricity metering system from the Production Plant.

B. After the entry into force of these amendments anywhere on the contract, after HPP shall be added according to the case the terms/definitions for any renewable resource according to the definitions from the legislation for the renewable resources.

C. After the entry into force of these amendments anywhere in the contract the term law/legislation shall refer to the acts in force that regulate the power sector, that of renewable resources, the respective contracts signed from the respective authority, subject the holder of the final approval of the final authorizations, as well as the acts that regulate public service obligation.