

20h.39.1/01.11.2009

## Agreement for the Delivery and Acceptance of Electricity

between

### **EGL Gas & Power Romania S.A.,**

having its registered domicile at 14 Helesteului Street, sector 1, 011988  
Bucharest, Sector 1, Romania  
(hereinafter "EGL Romania")

and

### **EGL Bulgaria EAD,**

having its registered domicile 14B Krichim Street, 1407 Sofia, Bulgaria  
(hereinafter "EGL Bulgaria")

as of November 01, 2009 („Effective Date“)

*Whereas* both Parties are active in the field of energy trading and wish to enter into transactions for the Delivery and Acceptance of Electricity

*Whereas* EGL Romania and EGL Bulgaria are subsidiaries of Elektrizitäts-Gesellschaft Laufenburg AG but both Parties enter into intended transactions at arm's length

*It is mutually agreed:*

1. Parties agree to conclude the EFET General Agreement for the Delivery and Acceptance of Electricity (Version 2.1(a) as published by European Federation of Energy Traders [EFET] and as publicly available at [www.efet.org](http://www.efet.org), hereinafter the "General Agreement")
2. Both Parties explicitly confirm complete knowledge of the content of the General Agreement and accept hereby the terms and conditions of the General Agreement, but abstain from executing the General Agreement in paper form. The General Agreement becomes an integral part of this Agreement.

3. In regard of elections to be made in the Election Sheet to the General Agreement, it is agreed that no elections are made, except to the following:

- § 1.2 (Pre-existing contracts): shall apply
- § 2.4 (Time References): as provided in the General Agreement
- § 7.1 (Definition of Force Majeure): shall apply as provided in the General Agreement but the following text is added between item (b) of § 7.1 and § 7.2:  
"(c) fire, flood, earthquake, war, riot, strike, quarantine; or  
(d) import/export bans or limitations imposed by the Bulgarian or Romanian system operator or another competent institution"
- § 10.2 (Expiration Date): shall apply but there shall be no Expiration Date
- § 10.4 (Automatic Termination): shall apply but only in respect of a Material Reason pursuant to § 10.5c(iv)
- § 13.2 (Payment): shall apply
- § 13.3 (Payment Netting): shall not apply.
- § 14.8 (Termination for New Tax): Shall apply, unless otherwise specified in the terms of an Individual Contract the provisions of § 14.8 shall apply to such Individual Contract only in the circumstances specified in the first paragraph of § 14.8,
- § 14.9 Withholding Tax: shall apply
- § 19.2 (Assignment to Affiliates): shall apply
- § 20 (Confidentiality): shall apply
- § 22.1 (Governing Law) and § 22.2 (Arbitration): shall not apply as written, but shall apply as follows:  
"This Agreement is governed by and construed under the laws of Switzerland, excluding United Nations Convention on Contracts for the International Sale of Goods and its international private law.  
Both Parties agree to use their best efforts to resolve any dispute amicably. In failure of such settlement, all disputes arising out of or in connection with the General Agreement or any of the Individual Contracts shall be exclusively submitted to the Commercial Court of Zurich (Zürcher Handelsgericht)."

Others: not later than the 5<sup>th</sup> (fifth) calendar day of the month following the delivery month the Parties shall sign Letter of Confirmation for the actually delivered quantities of electric energy pursuant to an Individual Contract.

Any amendments to this Agreement shall be made in written form, including amendment of this provision or any amendment of the General Agreement, including corresponding Elections.

Executed by the duly authorised representative of each Party effective as of the Effective Date in two copies.

**EGL Gas & Power Romania S.A.,**

Executive Director

Petre Stroe

Power Director

Tudor Gligoras

Economic Director

Mihaela Angheloiu



**EGL Bulgaria EAD,**

Executive Director

Miroslav Damianov

Sales Manager

Stanimira Ivanova

