

Approved with the Decision of Board of Commissioners, No 72, date
24.06.2008

**Contract about Electricity Supply between Wholesale Public Supplier
and Retail Public Supplier**

Between [Wholesale Public Supplier]_____

having its registered office at _____

and

_____ [Retail Public Supplier]_____

having its registered office at _____

(referred to jointly as the "**Parties**" and individually as a "**Party**")

Enter in Force _____

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1. Subject of Contract

This Contract (which includes its Annexes) governs all transactions the Parties shall enter into for the purchase, sale, delivery and acceptance of electricity.

2. Definitions and Construction

1. **Definitions:** Terms used in the Contract shall have the meanings set out in Annex 1.
2. **Interpretation:** Headings and titles are for convenience only and do not affect the interpretation of the Contract.
3. **References to Time:** References to time shall be to Central European Time (CET).
4. **Conformity with Market Rules:** This Contract, and the obligations and rights of Buyer and Seller, shall be subject to the provisions of the Market Rules, as approved, and modified from time to time, by the ERE. To the extent that any provision in this Contract is in conflict with any provision of the Market Rules, the Market Rules shall govern.

3. Obligations of Seller

1. Seller shall provide all the electric energy designated by Buyer at such times and in such amounts as Buyer shall indicate to Seller. It is understood that the amount of electric energy to which Buyer is entitled from Seller shall be Buyer's best estimate, day ahead, of the load of Buyer's tariff customers as metered at said customers' premises, including an estimate of the load for each hour.
2. Seller shall be responsible for securing any and all capacity, ancillary services, and transmission services required by the OST or otherwise relating to the sale and delivery of the electric energy provided to Buyer.

4. Obligations of Buyer

1. Buyer shall provide year ahead, month ahead, week ahead, and day ahead estimates of its electric energy requirements on a schedule to be agreed upon between Buyer and Seller.
2. Buyer shall provide to Seller all data concerning customer load shape available to Buyer.

5. Primary Obligations for Delivery and Acceptance of Electricity

1. **Delivery and Acceptance:** The Seller shall Schedule, sell and deliver, or cause to be delivered, and the Buyer shall Schedule, purchase and accept, or cause to be accepted, the Contract Quantity at the Delivery Point; and the Buyer shall pay to the Seller the relevant Contract Price.
2. **Definition of Schedule: "Schedule"** shall mean, as applicable, those actions necessary for a Party to effect its respective delivery or acceptance obligations, which may include nominating, scheduling, notifying, requesting and confirming with the other Party, their respective designated agents and authorized representatives, and the OST, as applicable, the Contract Quantity, Contract Capacity, Delivery Points, Delivery Schedule, Total Supply Period, and any other relevant terms of the Contract in accordance with all applicable rules of the OST and other customary industry practices and procedures.

6. Delivery, Measurement, Transmission and Risk

1. **Current/Frequency/Voltages:** Electricity shall be delivered in the current, frequency and voltage applicable at the relevant Delivery Points in accordance with the standards of the OST and DSO, as applicable, and in conformity with any applicable Rules and Codes.
2. **Delivery Schedules:** Electricity shall be delivered according to the Delivery Schedules specified by Buyer.
3. **Transfer of Rights of Title:** Delivery shall be effected by making available the Contract Quantity at the Contract Capacity at the Delivery Point. Delivery and receipt of the Contract Quantity, and the transfer from Seller to Buyer of all rights to title free and clear of any adverse claims thereto, shall take place at the Delivery Point.
4. **Measurement of Electricity Deliveries and Receipts:** Each Party is responsible for ensuring that electricity deliveries and receipts are measured or verified by means that can be reasonably evidenced in accordance with the procedures of the OST and DSO, as applicable, governing the relevant Delivery Point.

5. **Documentation of Actual Deliveries and Receipts:** Upon reasonable request, a Party shall:
 - (a) provide to the other Party documentation in its possession or control that evidences Schedules, quantities, deliveries and receipts of electricity for the purposes of determining the cause of any deviations between the terms of an Individual Contract and actual deliveries and receipts of electricity; and
 - (b) use its reasonable and diligent efforts to request and acquire from the OST and DSO, as applicable, and shall share with the requesting Party, any additional documentation necessary to reconcile inconsistencies between Scheduled and actual flows of electricity.
 6. **Reimbursement of External Costs:** In the event a Party, at the request of the other Party or to resolve a dispute raised by the other Party, incurs reasonable external expenses in verifying that the other Party has failed to properly perform its obligations under the terms the Contract, such expenses shall be reimbursed upon demand by the Party that failed to perform.
 7. **Seller and Buyer Risks:** Seller shall bear all risks associated with, and shall be responsible for any costs or charges imposed on or associated with Scheduling, transmission and delivery of the Contract Quantity up to the Delivery Point. Buyer shall bear all risks associated with, and shall be responsible for any costs or charges imposed on or associated with acceptance and transmission of, the Contract Quantity at and from the Delivery Point.
 8. **Delivery Points:** Seller shall deliver the electric energy to the OST transmission system or DSO distribution system, as appropriate, at such points as may be designated by the Parties, provided that metering exists at such points to permit verification of the amounts, and times, of the deliveries.
- 7. Non-Performance Due to Force Majeure**
1. **Definition of Force Majeure:** Unless otherwise specified , for purposes of the Contract "**Force Majeure**" means an occurrence beyond the reasonable control of the Party claiming Force Majeure (the "**Claiming Party**") which it could not reasonably have avoided or overcome and which makes it impossible for the Claiming Party to perform its delivery

or acceptance obligations, including, but without limitation, due to one or more of the following:

(a) the failure of communications or computer systems of the relevant OST(s) which prevents the Claiming Party from performing its obligations of delivery or acceptance; or

(b) the relevant OST's suspension of delivery or acceptance or its disregard of the Claiming Party's obligations with regard to Scheduling under the Contract.

2. **Release From Delivery and Acceptance Obligations:** If a Party is fully or partly prevented due to Force Majeure from performing its obligations of delivery or acceptance under one or more Contracts and such Party complies with the requirements of point 7.3 (**Notification and Mitigation of Force Majeure**), no breach or default on the part of the Claiming Party shall be deemed to have occurred and it shall be released (and not merely suspended) from those obligations for the period of time and to the extent that such Force Majeure prevents its performance. No obligation to pay damages pursuant to point 8 (**Remedies for Failure to Deliver and Accept**) will accrue to the Claiming Party with respect to those quantities not delivered or received.
3. **Notification and Mitigation of Force Majeure:** The Claiming Party shall as soon as practical after learning of the Force Majeure notify the other Party of the commencement of the Force Majeure and, to the extent then available, provide to it a non-binding estimate of the extent and expected duration of its inability to perform. The Claiming Party shall use all commercially reasonable efforts to mitigate the effects of the Force Majeure and shall, during the continuation of the Force Majeure, provide the other Party with reasonable updates, when and if available, of the extent and expected duration of its inability to perform.
4. **Effects of Force Majeure on Other Party:** In the event, and to the extent, a Seller's delivery obligations are released by Force Majeure, the Buyer's corresponding acceptance and payment obligations shall also be released. In the event and to the extent a Buyer's acceptance obligations are released by Force Majeure, Seller's corresponding delivery obligations shall also be released.

8. Remedies for Failure to Deliver and Accept

1. **Failure to Deliver:** To the extent that the Party obliged to deliver electricity (the "**Delivering Party**") fails to deliver the Contract Quantity in whole or in part in accordance with the terms of the Contract and such failure is not excused by an event of Force Majeure or the other Party's non-performance, the Delivering Party shall pay the other Party (the "**Accepting Party**") as compensation for damages an amount for such quantity of undelivered electricity equal to the product of:
 - (a) the amount, if positive, by which the price, if any, at which the Accepting Party acting in a commercially reasonable manner is or would be able to purchase or otherwise acquire in the market and/or from other suppliers exceeds the Contract Price; and
 - (b) the quantity of undelivered electricity. Such amount shall be increased by any incremental transmission costs and other reasonable and verifiable costs and expenses incurred by the Accepting Party as a result of the Delivering Party's failure.

2. **Failure to Accept:** To the extent that the Accepting Party fails in whole or in part to accept the Contract Quantity in accordance with the Contract and such failure is not excused by an event of Force Majeure or the other Party's non-performance, the Accepting Party shall pay the Delivering Party as compensation for damages an amount for the quantity of non-accepted electricity equal to the product of:
 - (a) the amount, if positive, by which the Contract Price exceeds the price at which the Delivering Party is or would be able to sell the quantity of non-accepted electricity in the market acting in a commercially reasonable manner; and
 - (b) the quantity of the non-accepted electricity. Such amount shall be increased by any incremental transmission costs and other reasonable and verifiable costs and expenses incurred by the Delivering Party as a result of the Accepting Party's failure.

3. **Amounts Payable:** Amounts that are due according to this point 8 shall be invoiced and paid in accordance with point 13 (**Invoicing and Payment**).

9. Suspension of Delivery

In addition to any other rights or remedies available to a Party (the "**Non-Defaulting Party**"), should a Party (the "**Defaulting Party**") default on any payment that is due under the Contract, or should it or its Credit Support Provider fail to provide, replace or increase the amount of any Performance Assurance required pursuant to the Contract or any Credit Support Document, the Non-Defaulting Party shall be entitled, no earlier than three (3) Business Days after sending a written notice to the Defaulting Party to immediately cease further deliveries of electricity (and be released (and not merely suspended) from its underlying delivery obligations) under all Individual Contracts until such time as the Non-Defaulting Party, has received either the required collateral or full payment (including all applicable default interest and expenses) of all outstanding amounts owed to the Non-Defaulting Party. Suspension of deliveries, or release of further delivery obligations, by the Seller may only be done with the prior approval of the ERE.

10. Term and Termination Rights

This Contract shall come into force on the date of ERE Approval. It may be terminated prior to the termination date specified in this Contract with the approval of the ERE.

11. Price

The price for electric energy delivered pursuant to this contract shall be _____ Leke/Mwh, as approved by ERE.

12. Limitation of Liability

1. **Exclusion of Liability:** Subject to points 12.2 and 12.3 and except in respect of any amounts payable under point 8 (**Remedies for Failure to Deliver and Accept**), a Party and its employees, officers, contractors and/or agents, are not liable to the other Party for any loss, cost, expense or damages ("**Damages**"), (including, without limitation, any liability due to the irregularities in the supply of electricity under an Individual Contract) incurred by the other Party under or in connection with the Contract, except where such Damages are due to gross negligence, intentional default or fraud of a Party or its employees, officers, contractors and/or agents used by such Party in performing its obligations under the Contract.

2. **Consequential Damage and Limitation of Liability:** Subject to point 12.3, the liability of a Party under or in connection with this Contract:
 - (a) does not include liability for any indirect and/or consequential Damages, including, without limitation, loss of profit, goodwill, business opportunity or anticipated saving; and
 - (b) is limited to an amount equal to the amounts payable for electricity supplied or to be supplied by a Party under any relevant Individual Contract provided that such limitation shall not apply to payments under point 8 (**Remedies for Failure to Deliver and Accept**).

3. **Intentional Default, Fraud and Fundamental Rights:** Nothing in the Contract operates to exclude or limit a Party's liability for:
 - (a) intentional default,
 - (b) fraud; or
 - (c) any action which endangers the fundamental legal rights of a Party or which violates a Party's fundamental contractual obligations.

4. **Duty to Mitigate Losses:** For the avoidance of doubt, and subject to applicable law, each Party agrees that it has a duty to mitigate its Damages and covenants that it will use commercially reasonable efforts to minimize any Damages it may incur under or in connection with the Contract.

13. Invoicing and Payment

1. **Invoice:** Seller shall transmit to Buyer in the course of the calendar month following a delivery of electricity according to the Delivery Schedule for the previous month an invoice setting forth the total quantities of electricity that were sold by it under the Contract in the previous calendar month. In connection with such invoice the Party may state all amounts then owed between the Parties pursuant to the Contract including, without limitation, all amounts owed for the purchase and sale of electricity, fees, charges, reimbursements, damages, interest, and other payments or credits owed between the Parties and, if applicable, any net amount due for payment.

2. **Payment:** On or before the later to occur of
 - (a) the thirtieth (30th) day of the calendar month or if not a Business Day the immediately following Business Day or
 - (b) the fifth (5th) Business Day following receipt of an invoice (the "**Due Date**"), a Party owing an invoiced amount shall pay, by wire transfer in freely

available funds, the amount set forth on such invoice to the payment address or bank account provided by the other Party. Such payment shall be made, unless otherwise agreed, in LEKE, and subject to point 14 (**VAT and Other Taxes**) without deduction or withholding and the remitter shall pay its own bank charges.

3. **Invoicing and Payment of Scheduled Contract Quantities:** Invoicing and payment shall be based on Scheduled Contract Quantities in accordance with all applicable Delivery Schedules for the respective month. When and if data becomes available confirming that the actual quantities of electricity delivered and received differs from that set out in the Delivery Schedules, invoicing and payment will be adjusted to reflect any deviations between the Contract Quantities and actual deliveries.
4. **Default Interest:** Overdue payments shall accrue interest from, and including, the Due Date to, but excluding, the date of payment, at the Interest Rate. For this purpose the "**Interest Rate**" shall be the rate of interest specified by Parties.
5. **Disputed Amounts:** If a Party, in good faith, disputes the accuracy of an invoice, it shall on or before the Due Date provide a written explanation of the basis for the dispute and shall pay the full amount invoiced no later than the Due Date. If any amount paid under dispute is finally determined to have not been due, such overpayment shall, at the election of the owed Party, be credited or returned to it within ten (10) days of such determination, along with interest accrued at the Interest Rate from, and including, the date such amount was paid, to the other Party, but excluding, the date 12 returned or credited.

14. VAT and Taxes

1. **VAT:** All amounts referred to in this Contract are exclusive of any applicable value added tax ("**VAT**"). If VAT is payable on any such amounts, the Buyer shall pay to the Seller an amount equal to the VAT at the rate applicable. An amount equal to VAT payable by a Party shall only be required to be paid once the other Party provides it with a valid VAT invoice in relation to that amount. Each Party shall to the extent permitted by law provide the other with any additional valid VAT invoices as required for the purposes of the Contract.

2. **Seller's and Buyer's Tax Obligation:** The Seller shall pay or cause to be paid all Tax on or with respect to the Contract Quantity arising before the transfer of risk and title at the Delivery Point. The Buyer shall pay or cause to be paid all Tax on or with respect to the Contract Quantity or an Individual Contract arising at or after the transfer of risk and title at the Delivery Point (other than direct or indirect Tax which are related to the sale of the Contract Quantity and are liabilities of the Seller). In the event that the Seller is required by law to pay any Tax which is properly for the account of the Buyer, the Buyer shall promptly indemnify or reimburse the Seller in respect of such Tax. In the event that the Buyer is required by law to pay any Tax which is properly for the account of the Seller, the Buyer may deduct the amount of any such Tax from the sums due to the Seller under the Contract and the Seller shall promptly indemnify or reimburse the Buyer in respect of any such Tax not so deducted. If any new Tax becomes applicable or an existing Tax is increased in respect of the Contract and the Buyer is able to pass the same through to a third party, the Buyer shall be responsible for such new or increased Tax.
3. **Withholding Tax: Payments Free and Clear.** All payments under an Individual Contract shall be made without any withholding of or deduction for or on account of any Tax unless such withholding or deduction is required by law. If a Party is so required to withhold or deduct Tax from a payment to be made by it, then that Party ("**Paying Party**") shall notify the other Party ("**Receiving Party**") immediately of such requirement and pay to the appropriate authorities all amounts withheld or deducted by it. If a receipt or other evidence can be issued evidencing the payment to the authorities, the Paying Party shall deliver such evidence (or a certified copy thereof) to the Receiving Party.
4. **Minimization of Taxes:** Both Parties shall use reasonable efforts to administer the Contract and to implement its provisions in accordance with the intent to minimize, where reasonable and possible, the accrual of Tax payment obligations.

15. Guarantees and Credit Support

To address each Party's risk relating to the creditworthiness of the other Party, and to secure the prompt fulfillment of all obligations resulting from this Contract, the Parties may agree, on or at any time after the Effective Date, or

at the time of the concluding of each Individual Contract, upon the circumstances in which Credit Support Documents may be required to be provided for the benefit of a Party, including, the form of Credit Support Documents, the amount of credit support, and the identity of one or more acceptable Credit Support Providers.

16. Performance Assurance

1. **Right to Require Performance Assurance:** At any time and from time to time, when a Party (the "**Requesting Party**") believes in good faith that a Material Adverse Change has occurred in respect of the other Party, the Requesting Party shall be entitled to require, by written notice, that the other Party provide to it or increase in amount:
 - (a) a Letter of Credit;
 - (b) cash; or
 - (c) other security (including a bank or parent guarantee), in a form and amount reasonably acceptable to the Requesting Party (each a "**Performance Assurance**"). Upon receipt of such written notice, the other Party shall within three (3) Business Days provide to the Requesting Party the Performance Assurance required.
2. **Material Adverse Change:** A Material Adverse Change shall have occurred if any one or more of events [to be specified by the parties] has occurred.

17. Provision of Financial Statements and Tangible Net Worth

1. **Provision of Financial Statements:** Unless otherwise specified, if requested by a party, the other Party shall deliver
 - (a) within 120 days following the end of each fiscal year, a copy of such other Party's, or for such period the other Party's obligation are supported by a Credit Support Provider or if it is a party to a Control and Profit Transfer Agreement, its Credit Support Provider's or its Controlling Party's, as the case may be, annual report containing audited consolidated financial statements for such fiscal year, and
 - (b) within sixty (60) days after the end of each of its first three fiscal quarters of each fiscal year, a copy of its quarterly report containing unaudited consolidated financial statements.
2. **Decline in Tangible Net Worth:** As soon as it becomes aware of such decline, each Party shall promptly notify the other Party of the

occurrence of a decline in its Tangible Net Worth or the Tangible Net Worth of its Credit Support Provider or Controlling Party, to a level below the amount specified from Parties.

3. **Accounting Principles:** In all cases the financial statements referred to in this point 17 shall be prepared in accordance with generally accepted accounting principles in Albania.

18. Assignment

1. **Prohibition:** Neither Party shall be entitled to assign its rights and obligations under the Contract to a third party without the prior written consent of the other Party, which consent shall not be unreasonably delayed, refused or withheld, and with the approval of the ERE.
2. **Assignment to Affiliates:** Each Party shall be entitled to assign its rights and obligations under the Contract without the prior written consent of the other Party to an Affiliate of an equivalent or greater creditworthiness. Such Assignment shall only become effective upon notice being received by the other Party and; provided that any Credit Support Document issued or agreed on behalf of the assigning Party has first been reissued or amended to support the obligations of the Affiliate for the benefit of the other Party.

19. Representations and Warranties

If specified as applying by the Parties, that Party hereby represents and warrants to the other Party upon entering into this Contract as follows:

- (a) it is a Entity duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation or organization;
- (b) the signing and the entering by it into of the Contract, any Credit Support Document to which it is a party and in carrying out of the transactions contemplated therein, shall not violate any provision of its constitutional documents;
- (c) it has the power and is authorized to execute, deliver and perform its obligations under the Contract and any Credit Support Document to which it is a party and has taken all necessary action to authorize that execution, delivery, performance and its entry into the Contract and its execution, delivery and the performance of the Contract and any Credit Support Document do not violate or conflict with any other term or condition of any contract to which it is a party or any constitutional document, rule, law or regulation applicable to it;

- (d)** it has all governmental and regulatory authorizations, approvals and consents necessary for it to legally perform its obligations under the Contract and any Credit Support Document to which it is party;
- (e)** it has negotiated, entered into and executed the Contract and any Credit Support Document to which it is a party as principal (and not as agent or in any other capacity, fiduciary or otherwise);
- (f)** it regularly enters into agreements for the trading of electricity as contemplated by the Contract, and does so on a professional basis in connection with its principal line of business, and may be reasonably characterized as a professional market party;
- (g)** it is acting for its own account (and not as advisor, agent, broker or in any other capacity, fiduciary or otherwise), has made its own independent decision to enter into this Contract and as to whether this Contract is appropriate or proper for it based upon its own judgment, is not relying upon the advice or recommendations of the other Party in so doing, and is capable of assessing the merits of, and understands and accepts, the terms, conditions and risks of the Contract ;
- (h)** the other Party is not acting as its fiduciary or adviser;
- (i)** it is not relying upon any representation made by the other Party other than those expressly set forth in the Contract or any Credit Support Document to which it is a party;
- (j)** with respect to a Party that is a governmental Entity or public power system, such governmental Entity or public power system represents and warrants to the other Party as follows:
 - (k)** all acts necessary for the valid execution, delivery and performance of the Contract, including without limitation, competitive bidding, public notice, election, referendum, prior appropriation or other required procedures have or shall be taken and performed;
 - (l)** entry into and performance of the Contract by a governmental Entity or public power system are for a proper public purpose within the meaning of relevant constitutional or other governing documents and applicable law; and
 - (m)** the term of the Contract does not extend beyond any applicable limitation imposed by any relevant constitutional or other governing documents and applicable law; and
- (n)** with respect to a Party, it is not insolvent, and there are no pending or threatened legal or administrative proceedings to which it is a party which to the best of its knowledge would materially adversely affect its ability to perform any of its obligations under this Contract or any Credit Support Document to which it is party, such that it could become insolvent.

20. Governing Law and Dispute Resolution

1. **Governing Law:** Unless otherwise specified, this Contract shall be construed and governed by the law in effect in Albania.
2. **Dispute Resolution:** Any disputes which arise in connection with the Contract shall first be referred for resolution to the ERE. Either party may also seek Court enforcement of its contractual rights.

21. Miscellaneous

1. **Recording Telephone Conversations:** Each Party is entitled to record telephone conversations held in connection with the Contract and to use the same as evidence. Each Party waives any further notice of such recording and acknowledges that it has obtained all necessary consents of its officers and employees to such recording.
2. **Notices and Communications:** Except as otherwise agreed by the Parties, all notices, declarations or invoices sent by one Party to the other shall be in writing and shall be delivered by letter (overnight mail or courier, postage prepaid) or facsimile. Each Party may change its notice information by written notice to the other. Written notices, declarations and invoices shall be deemed received and effective:
 - (a) if delivered by hand, on the Business Day delivered or on the first Business Day after the date of delivery if delivered on a day other than a Business Day;
 - (b) if sent by first class post, on the 2nd Business Day after the date of posting, or if sent from one country to another, on the 5th Business Day after the day of posting; or
 - (c) if sent by facsimile transmission and a valid transmission report confirming good receipt is generated, on the day of transmission if transmitted before 17.00 hours (recipient's time) on a Business Day or otherwise at 09.00 hours (recipient's time) on the first Business Day after transmission.
3. **Amendments:** Any amendments or additions to this Contract shall be made only in writing signed by both Parties, and are effective only upon approval by the ERE.

4. **Partial Invalidity:** If, at any time, any provision of this Contract is or becomes illegal, invalid or unenforceable, in any respect, under the law of any relevant jurisdiction, neither the legality, validity nor enforceability of the remaining provisions of this Contract shall be in any way affected or impaired thereby. The Parties undertake to replace any illegal, invalid or unenforceable provision with a legal, valid and enforceable provision which comes as close as possible to the invalid provision as regards its economic intent, subject to approval by ERE.

5. **Third Party Rights:** The Parties do not intend that any third party shall have any rights under or be able to enforce the Contract and the Parties exclude to the extent permitted under applicable law any such third party rights that might otherwise be implied.

22. ERE Approval

1. This Contract, and any of the terms hereof, shall be effective only upon the approval of the ERE.

Executed by the duly authorized representative of each Party effective on the
Entering in Force Date

[Name of Party]

[Name of Party]

[Name of Signatory/ies]

[Name of Signatory/ies]

[Title of Signatory/ies]

[Title of Signatory/ies]

Annex 1 of the contract

Defined Terms

Terms used in the Contract shall have the following meanings:

"Accepting Party" has the meaning specified in point 8.1 (**Failure to Deliver**);

"Affiliate" means with respect to a Party, any Entity Controlled, directly or indirectly, by that Party, any Entity that Controls, directly or indirectly that Party or any Entity directly or indirectly under the common Control of a Party;

"Contract " has the meaning specified in point 1.1 (**Subject of Contract**);

"Alternate Commodity Reference Price" has the meaning, if any, specified in each Individual Contract containing a Floating Price;

"Business Day" means a day (other than Saturday or Sunday) on which commercial banks are open for general business at the places where each Party has its registered office;

"Buyer" has the meaning specified in the Individual Contract;

"Calculation Method" has the meaning specified in a Floating Price Individual Contract;

"Confirmation" has the meaning specified in point 3.2 (**Confirmations**);

"Contract Capacity" means , in respect of an Individual Contract, the capacity agreed between the Parties, expressed in MW;

"Contract Quantity" means, in respect of an Individual Contract, the quantity agreed between the Parties, expressed in MWh;

"Control" means ownership of more than fifty per cent (50%) of the voting power of a Party or Entity and

"Credit Rating" means in respect of an Entity any of the following: (i) the long-term unsecured, unsubordinated (unsupported by third party credit enhancement) public debt rating; (ii) the debt issuer's credit rating; or (iii) the

corporate credit rating given to that entity, in each of cases (i) to (iii) by Standard & Poor's Rating Group (a division of McGraw-Hill Inc.) or Moody's Investor Services Inc.;

"Credit Support Documents " has the meaning specified with respect to a Party specified in the Election Sheet, which may include, without limitation, a parent guarantee, bank guarantee, letter of awareness, letter of credit or any credit support agreement;

"Credit Support Provider" has the meaning specified with respect to a Party specified in the Election Sheet;

"Cross Border Annex" has the meaning specified in point 21(k) **(Representations and Warranties)**;

"Damages" has the meaning specified in point 12.2 **(Exclusion of Liability)**;

"Defaulting Party" has the meaning specified in point 9.1 **(Suspension of Delivery)**;

"Delivering Party" has the meaning specified in point 8.1 **(Failure to deliver)**;

"Delivery Point" means, in respect of an Individual Contract, the delivery point agreed between the Parties;

"Delivery Schedule" means, in respect of an Individual Contract, the delivery schedule agreed between the Parties;

"Due Date " has the meaning specified in point 13.2 **(Payment)**;

"EBIT" means earnings before interest and taxes which, shall be in respect of the relevant fiscal year, the net revenue of the Relevant Entity before deducting corporate taxes (or any other tax on income or gains in C the relevant jurisdiction of the Relevant Entity); plus the sum of all interest and any amounts in the nature of interest charged to expense relating to financial indebtedness for borrowed money (which amounts include debts payable to Affiliates as well as debt instruments to financial institutions) of the Relevant Entity;

"Effective Date" has the meaning set out on the first page of this Contract;

“ERE” means the Albanian Energy Regulatory Authority, or any successor organization with comparable authority over electricity rates, terms and conditions;

"Force Majeure" has the meaning specified in point 7.1 (**Definition of Force Majeure**);

"Funds from Operations" means the amount of cash generated or employed by the Relevant Entity in its operating activities;

"Gains" has the meaning specified in point 11.2(b) (**Settlement Amount**);

"Holder" has the meaning specified in point 5.1 (**Delivery and Acceptance Pursuant to an Option**);

"Interest Rate" has the meaning specified in point 13.5 (**Default Interest**);

"Individual Contract" has the meaning specified in point 1.1 (**Subject of Contract**);

"Letter of Credit" means an irrevocable standby letter of credit payable on demand in a form and substance satisfactory to the Requesting Party and issued by a financial institution whose Credit Rating is at least the rating specified by Parties. (**Credit Rating of a Credit Support Provider that is a Bank**);

"Losses" has the meaning specified in point 11.2(c) (**Settlement Amount**);

"Material Adverse Change" has the meaning specified in point 17.2 (**Material Adverse Change**);

"Material Reason" has the meaning specified in point 10.5 (**Definition of Material Reason**);

"Non-Defaulting Party" has the meaning specified in point 9 (**Suspension of Delivery**);

"Option" has the meaning specified in point 5.1 (**Delivery and Acceptance Pursuant to an Option**);

"Ordinary Termination" has the meaning specified in point 10.2 (**Expiration Date and 30 Day Termination Notice**);

“**TSO**” means the Transmission System Operator;

“**DSO**” means the Distribution System Operator

"**Paying Party**" has the meaning specified in point 14.3(a) (**Payments Free and Clear**);

"**Performance Assurance**" has the meaning specified in point 17.1 (**Performance Assurance**);

"**Receiving Party**" has the meaning specified in point 14.3(a) (**Payments Free and Clear**);

"**Relevant Entity**" has the meaning specified in point 17.2 (a) (**Credit Rating**);

"**Requesting Party**" has the meaning specified in point 17.1 (**Credit Rating**);

"**Schedule**" has the meaning specified in point 4.2 (**Definition of Schedule**) and "**Scheduled**"

"**Scheduling**" shall be construed accordingly;

"**Seller**" has the meaning specified in the Individual Contract;

"**Settlement Amount**" has the meaning specified in point 11.2 (**Settlement Amount**);

"**Settlement Date**" has the meaning specified in the Individual Contract;

"**Settlement Price**" has the meaning specified in the Individual Contract;

"**Specified Indebtedness**" means any financial indebtedness (whether present or future, contingent or otherwise, as principal or surety or otherwise) for borrowed money (which includes debts payable to Affiliates as well as debt instruments to financial institutions);

"**Tangible Net Worth**" means the sum of all paid up shareholder cash contributions to the share capital account or any other capital account of the Relevant Entity ascribed for such purposes of the Relevant E Entity and any

accumulated earnings less any accumulated retained losses and intangible assets including, but limited to, goodwill;

"Tax" means any present or future tax, levy, impost, duty, charge, assessment or fee of any nature (including interest, penalties and additions thereto) that is imposed by any government or other taxing authority (whether or not for its benefit) in respect of any payment under the Contract other than a stamp, registration, documentation or similar tax;

"Total Capitalization" means in respect of the relevant period the sum of Total Debt and all paid up shareholder cash contributions to the share capital account or any other capital account of the Relevant Entity ascribed for such purposes of the Relevant Entity;

"Total Debt" means in respect of the relevant period the sum of financial indebtedness for borrowed money (which includes debts payable to affiliated companies as well as debt instruments to financial institutions) of the Relevant Entity;

"Total Supply Period" means, in respect of an Individual Contract, the supply period agreed between the Parties;

"VAT" has the meaning specified in point 14.1 (**VAT**); and

"Writer" has the meaning specified in point 5.1 (**Delivery and Acceptance Pursuant to an Option**).