

AGENCY FOR THE COOPERATION OF ENERGY REGULATORS, Trg republike 3, 1000 Ljubljana (hereinafter: Lessee), represented by Alberto Pototschnig, Director, Registration number: 5715334

and

CEEREF NALOŽBE, real-estate and construction projects, d.o.o., Dunajska cesta 9, 1000 Ljubljana (hereinafter: Lessor) represented by [REDACTED], Director
Registration number: 1813277000
Tax identification number: SI20365071
Transaction account no.: SI56 0292 3025 3651 939, at Nova Ljubljanska banka d.d., Ljubljana

have concluded the following

CONTRACT OF LEASE

no. ACER/NEG/ADMIN/15/2012

Preamble

The contract of lease concluded between the Lessee and the Lessor is based on the Contract of Lease no. CEEREF-2111-9897-11-12-TF concluded between the Republic of Slovenia, the Ministry of Economy (represented by Darja Radić, Minister) and CEEREF NALOŽBE, real-estate and construction projects, d.o.o. (represented by [REDACTED], Director) on 26 November 2010.

Article 1

The parties to the contract have established the following preliminary points:

- The Lessor is the owner of the business premises at the address "Trg republike 3", measuring [1,500-1,750] m², located on [REDACTED] floor and [REDACTED] floor, net area measuring [1,500-1,750] m² plus [REDACTED] space measuring [75-100] m², in the building with ID no. 1721-1 in the cadastral community of GRADIŠČE I, at the address Trg republike 3, Ljubljana, occupying lot. no. 30/5 of the cadastral community of 1721 GRADIŠČE I;
- the subject of the lease is unfurnished business premises and the corresponding proportion of common premises;
- the utilisation permit for the business premises in question has been delivered.

Article 2

The parties to the contract agree that the Lessor shall let and the Lessee shall rent the unfurnished business premises located in the building occupying lot. no. 30/5 of the cadastral community of 1721 GRADIŠČE I and comprising business premises of a surface area of [1,500-1,750] m² in accordance with the floor layout and new ground plans of [REDACTED] floors and the list of rooms (Enclosure 1).

The ground plans of the rooms reflect the situation on the day of signature of this contract and are its constituent part (Enclosure 1).

In addition to the business premises, the Lessor shall let and the Lessee shall rent [25-50] parking lots that are subject to a rental charge. The parking lots are located in the [REDACTED] of the [REDACTED] garages; [0-25] of these parking lots are marked and reserved while [25-50] are left unmarked.

Article 3

In addition to the premises specified above, the Lessee shall be entitled to use all common premises or parts of the building that enable normal use of the rented premises.

For the purpose of calculating operating costs, the area of the rented premises shall be increased by the share of all common premises attributable to the Lessee as follows:

- for the period from 1 February 2013 to 14 March 2013 by [250-500] m²;
- as of 15 March 2013 onwards by [250-500] m².

Under the Article 3 and 4 of the Protocol on the privileges and immunities of the European Union and Article 7 of the Seat Agreement between the Government of the Republic of Slovenia and the Agency for the Cooperation of Energy Regulators (Official Journal of the Republic of Slovenia no. 109/2010 dated 30.12.2010), the Agency is exempt from all duties, taxes and other charges.

Article 4

The Lessee will use the business premises for the performance of his activities.

The Lessee shall not undertake any reconstruction works on or in the building unless these have been previously agreed with the Lessor in writing.

The Lessee shall be required to remedy any damage caused to the premises or the building by him or by his employees or visitors.

If the Lessee uses the business premises in conflict with this contract despite a warning from the Lessor, the latter has the right to renounce the lease contract and demand immediate vacation of the business premises, notwithstanding the provisions of Article 9 of this contract.

Article 5

During the period of the lease relationship, the Lessor shall be liable to perform and cover the costs of any extraordinary maintenance works in the business premises that shall be deemed necessary for normal use of the premises.

The costs of current maintenance of the business premises shall be borne by the Lessee.

The Lessee shall be responsible for any damage caused to the business premises.

During the period of lease under this contract, the Lessee shall be obliged to:

- a. use the business and common premises with all due diligence and in accordance with their purpose;

- b. maintain the premises in the same condition as he took them over, taking into account normal wear, and in particular to take care and cover the costs of their regular maintenance and repairs required for unimpeded use of the premises, other than repairs to the electricity, gas and water installation, sewage, heating, air-conditioning, ventilation and any other repairs that exceed regular maintenance;
- c. inform the Lessor immediately of any damage or defects in or on the building, other than those that the Lessee is required to remedy himself pursuant to point (a) above;
- d. allow at the Lessor's justified request, without compensation, temporary use or possible renovation of the premises if necessary for the performance of maintenance works, repairs or improvements on the building, whereby the Lessee's activities must not be impeded.
- e. allow a person authorised by the Lessor access to the premises should this be necessary to prevent imminent danger to persons or property or, on prior notice of the Lessor, for checking the Lessee's compliance with his/her obligations under this contract; and
- f. ensure, to the best of his/her abilities that his /her workers and visitors comply with the house rules as laid down by the Lessor.

The Lessor shall not be liable to the Lessee for any damage or loss caused by temporary disturbances or disruptions in water or energy supply and disturbances due to damage of elevators, air-conditioning, heating, gas installation, lighting, sewerage and similar defects.

The Lessor shall not bear any responsibility for the Lessee's equipment and goods located in the rented business premises, as long as the hazard does not result from the Lessor's violation of contractual obligations.

The Lessee shall be fully and independently responsible for safety at work in the premises, respecting regulations on safety at work and other regulations in connection with activities that he performs in the rented premises.

Article 6

The Lessor shall have the subject of the lease insured by an insurance company. The Lessee shall be obliged to inform the Lessor immediately about any risk to the subject of the lease and report any damage to the Lessor without delay.

Article 7

The total contractual value of renting the business premises and parking lots for one year shall be fixed at EUR [250,000-500,000].

The rent that the Lessee shall be obliged to pay for the business premises shall be as follows:

- for February 2013 in the amount of EUR [0-25,000] for the business premises measuring [1,250-1,500] m², this representing the baseline rent;
- for the period from 1 March 2013 to 14 March 2013 in the amount of EUR [0-25,000] for the business premises measuring [1,250-1,500] m², this representing the baseline rent;

- for the period from 15 March 2013 to 31 March 2013 in the amount of EUR [0-25,000] for the business premises measuring [1,500-1,750] m², this representing the baseline rent;
- from 1 April 2013 onwards monthly payments shall amount to EUR [25,000-50,000] for the business premises measuring [1,500-1,750] m², this representing the baseline rent.

The rent shall include the use of all common premises of the building.

The Lessee shall be liable to pay rent for parking lots amounting to [0-25,000] EUR per month excluding VAT, for [25-50] parking lots. The rent for one parking lot marked reserved shall be [0-250] EUR per month excluding VAT and the rent for one unmarked parking lot shall be [0-250] EUR per month excluding VAT.

The amount of rent for the use of the business premises and parking lots shall total as follows:

- for February 2013: EUR [25,000-50,000];
- for the period from 1 March 2013 to 14 March 2013: EUR [0-25,000];
- for the period from 15 March 2013 to 31 March 2013: EUR [0-25,000];
- from 1 April 2013 onwards: EUR [25,000-50,000] monthly for the rental period.

The rent shall be paid on the basis of an invoice issued by the Lessor no later than the 5th day of the month for the previous month to the address of the rent payer, i.e., Agency for the Cooperation of Energy Regulators, Trg republike 3, 1000 Ljubljana.

The Lessee shall remit the monthly amount of rent to the Lessor's bank account number: [REDACTED] held at NLB d.d., within 30 days from receipt of the invoice.

The rent may be revalorised one year from the conclusion of the contract and when the cumulative consumer price index increase (inflation) in the Republic of Slovenia, published by the Statistical Office of the Republic of Slovenia, exceeds 4% of the value, calculated after the elapse of one year from the conclusion of the contract. Further increases (revalorisations) may be carried out when the cumulative increase in the agreed consumer price index again exceeds 4% of the value from the last increase of fiscal obligations. An increase in fiscal obligations may not exceed 80% of the increase of the stated consumer price index.

No adjustments referred to in the preceding paragraph may be issued to invoices already issued and remitted.

Article 8

The Lessor shall have sole responsibility for compliance with the tax laws which apply to him. Failure to comply shall make the relevant invoices invalid.

The Lessee is, as a rule, exempt from all taxes and duties, including value added tax (VAT), pursuant to the provisions of Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Union and Article 7 of the Seat Agreement between the Government of the Republic of Slovenia and the Agency for the Cooperation of Energy Regulators (Official Journal of the Republic of Slovenia no. 109/2010 dated 30.12.2010). Invoices presented by the Lessor must be exclusive of VAT.

The Lessee shall accordingly complete the necessary formalities with the relevant authorities to ensure that the rent is exempted from taxes and duties, including VAT.

Article 9

During the period of implementation of this contract, the Lessee shall be liable to pay the operating costs for the business premises.

The operating costs referred to in the preceding paragraph shall include the following: electricity and water supply, sewerage, garbage collection, heating, air-conditioning, regular daily cleaning (daily cleaning of toilets and emptying dustbins, weekly vacuuming and dusting), deep-cleaning of fitted carpets, annual window cleaning, management, current maintenance, security service (safeguarding of the entrances to the business building), reception service in the lobby, maintenance of outdoor areas.

The Lessee shall be obliged to refund the Lessor a proportional share of the operating costs imposed on the Lessor in fulfilling his obligations, the share being calculated such that:

- a. for the period from 1 February 2013 to 14 March 2013 the total area of the premises used by the Lessee, measuring [1,750-2,000] m², i.e., the rented premises ([1,250-1,500] m²) increased by the corresponding share of common premises ([250-500] m²),
- b. from 15 March 2013 onwards the total area of the premises used by the Lessee, measuring [2,000-2,500] m², i.e., the rented premises ([1,500-1,750] m²) increased by the corresponding share of common premises ([250-500] m²),
- c. shall be divided by the total area of all rooms and all common premises, which amount to [0-25] m².

Notwithstanding the provision referred to in the preceding paragraph:

- a. the costs of electricity consumption in the rented premises, which the Lessee shall be obliged to refund to the Lessor, shall be calculated on the basis of data from meters that register the consumption of electricity in the rented premises, as a ratio between the area of the rented premises in which electricity consumption is registered with meters and the area of all parts of the building, in which electricity consumption is measured with the same meter;
- b. the costs of electricity consumption in common premises, which the Lessee shall be obliged to refund to the Lessor, shall be calculated as the share referred to in the preceding paragraph (for the period from 1 February 2013 to 14 March 2013 this shall be [1,250-1,500] m² divided by [0-25] m² and from 15 March 2013 onwards this shall be [1,500-1,750] m² divided by [0-25] m²). The cost of electricity consumption in the common premises shall be the difference between the total electricity consumption in the building and the sum of electricity consumption registered with meters in individual parts of the building;
- c. the costs of deep cleaning fitted carpets shall be calculated according to the actual area of fitted carpets.

The Lessor shall be expected to charge the operating costs that the Lessee is obliged to refund to the Lessor pursuant to this contract, by the 15th day of each month for the previous month, or immediately on receipt of the invoice for all services received in the previous month, the time limit for payment being 30 days after the date of receipt of the invoice.

The Lessor shall be responsible to register the use of the rented premises by the Lessee.

Under the Article 3 and 4 of the Protocol on the privileges and immunities of the European Union and Article 7 of the Seat Agreement between the Government of the Republic of Slovenia and the Agency for the Cooperation of Energy Regulators (Official Journal of the Republic of Slovenia no. 109/2010 dated 30.12.2010), the Lessee is exempt from all duties, taxes and other charges. In case the Lessee shall not be entitled to the exemption from the fee for municipal building land use, the Lessee, as the user of the rented premises, shall be liable to pay the annual fee for municipal building land use (NUSZ).

The Lessor shall endeavour to ensure that the Lessee is able to use halls and other rooms in the building on a written request submitted to the Lessor. The Lessor shall not be obliged to make these premises available to the Lessee should the requested premises be already occupied prior to the receipt of the request. The fee for the use of these premises is not included in the rent. The Lessor shall charge rent and other services related to the use of halls according to the currently valid tariff.

The Lessee shall not sublet the rented premises or transfer his rights to a third person without the prior written consent of the Lessor.

Article 10

This contract shall be concluded for a limited period of time, i.e. for a period of one (1) year from the date of handover of the business premises, with the possibility of extension, and may be terminated at any time by mutual agreement of the contracting parties. Either Party may terminate this contract by giving six (6) months' notice to the other Party. The contract may be extended by a written appendix to the contract concluded not later than one month before the expiry of the contract. Notice for extension should be given at least 6 months prior to possible prolongation.

The period of renting the business premises and parking spaces shall be as follows:

- from 1 February 2013 to 14 March 2013 for the business premises measuring [1,250-1,500] m², this representing the baseline rent and [25-50] parking lots ([0-25] of these parking lots are marked and reserved and [25-50] are left unmarked).
- from 15 March 2013 onwards for the business premises measuring [1,500-1,750] m², this representing the baseline rent and [25-50] parking lots ([0-25] of these parking lots are marked and reserved and [25-50] are left unmarked).

The Lessor undertakes to arrange the premises in a final way in compliance with the Lessee's requirements within two weeks of the signing of the contract.

The premises shall be handed over after completed works or as follows:

- premises located on the [] and the [] floor net area measuring [1,250-1,500] m² and [] space measuring [0-250] m² by 1 February 2013 at the latest;
- premises located on the [] net area measuring [250-500] m² by 14 March 2013 at the latest.

On handover of the additional premises, a record shall be drawn up to document the condition of premises at the time of handover, any defects and the deadline for their elimination. The record shall become an integral part of this contract.

In the event of a delay in the completion of works on any additional premises, which is not a consequence of force majeure or attributable to other contractual parties, the Lessor shall be liable to pay to the Lessee a contractual penalty amounting to 3% of the monthly rent for

each day of the delay. The contractual penalty shall be charged at the time of payment of the rent. The contractual parties agree that the Lessee shall not be liable to inform the service provider that he reserves the right to the contractual penalty if he has taken over the premises after the Lessor failed to complete the works in due time.

In the event that the Lessor delays final works on the premises for more than fourteen calendar days, the Lessee may terminate the contract; however, he shall be required to notify the Lessor thereof in advance. In such a case, the Lessor shall be liable to the Lessee for any direct damage due to contract termination, up to the total amount of the contract value.

The Lessee undertakes that he will, after the end of the lease, hand the business premises over to the Lessor in the same condition as he received them, taking into account normal use and their original condition at the time of takeover.

In the event of a delay in moving out of the premises at the end of the period of lease, which is not a consequence of force majeure, the Lessee shall be liable to pay to the Lessor a contractual penalty amounting to 3% of the monthly rent for each day of the delay. The contractual penalty shall be charged at the time of payment of the rent.

Article 11

This contract shall be void:

- a. if it is found that anyone in the name or on behalf of the Lessor has promised to offer or has given to the Lessee's representative or intermediary any undue advantage to obtain the transaction or to conclude this business on more favourable terms, or to omit due supervision over the implementation of contractual obligations, or
- b. in case of any other act or omission made by anyone in the name or on behalf of the Lessor by which the Lessee is injured, or by which the Lessor, or its representative, agent or intermediary is able to obtain an undue advantage.

Article 12

The Lessee may authorise the Lessor to inspect the premises leased in the company of an official of the Lessee whenever the Lessor justifies his request by letter to the Lessee at least forty-eight hours beforehand.

Article 13

The trustee of the contract appointed by the Lessor shall be [REDACTED].
The trustee of the contract appointed by the Lessee shall be Olga Borissova.

Article 14

Issues that are not specifically regulated by this contract shall be governed by the appropriate provisions of the Code of Obligations (Ur.L. SRS, no. 83/2002) and the Business Buildings and Business Premises Act (Ur.L. RS, no. 18/74 and subsequent).

Amendments to this contract shall be valid only if agreed in writing, with the exception of changes regarding the trustees of this agreement referred to in the preceding Article, for which a written notification to the other Party shall be sufficient.

Article 15

The contracting parties agree that unresolved issues shall be settled in an amicable manner, and in the case of disputes by the court of jurisdiction in Ljubljana.

Article 16

The contract of lease shall be concluded and shall enter into force when signed by both parties.

Article 17

This contract is made in four (4) equally authentic copies, of which the Lessor and the Lessee shall each receive two copies.

Lessor:

CEEREF NALOŽBE d.o.o.

Director



Lessee:

AGENCY FOR THE COOPERATION
OF ENERGY REGULATORS

Director
Alberto Pototschnig

Signature: [Signed and stamped]

Signature: [Signed and stamped]

Date: 30.01.2013

Date: 31.03.2013