APPENDICES

Appendix $N \ge 1$:Term SheetAppendix $N \ge 2$:Administrative information about the candidateAppendix $N \ge 3$:DeclarationAppendix $N \ge 4$ Nondisclosure agreement

TERM SHEET

for an open tender with pre-selection for the selection of a financing institution(s) for raising a loan / syndicated loan

Borrower	Bulgarian Energy Holding EAD				
Financing institutions	Banks				
	LONG TERM LOAN				
Loan amount	Up to EUR 650 million or the equivalent in BGN				
Currency	EUR / BGN				
Purpose	The loan shall be used for the purpose of financing NEK EAD's payment of				
	payables to AES 3C Maritsa East 1 EOOD and ContourGlobal Maritsa East 3				
	AD as part of the renegotiation process of the long term power purchase				
	agreements (PPA) as well as payables to other generators and for improving the				
	liquidity of BEH group.				
Facility agent	To be proposed by the bidder.				
Maturity	5 years				
Availability Period of	Within 30 calendar days after signing of the loan agreement				
the Loan Facility					
Drawdown	Single drawdown				
Grace period	To be proposed by the bidder.				
Scheduled Repayment	To be proposed by the bidder.				
Optional	Prepayment shall be permitted for any amounts without any premium / penalty				
Prepayment	on the Interest Payment Date subject to 15 days written advance notice. Any				
	amount prepaid shall be deemed cancelled and becomes unavailable for				
Calletanal	redrawing. No Collateral				
Collateral					
Interest Rate	The interest rate can be fixed or floating, in which case it is calculated as 3 month Euribor plus spread [% p.a.]				
	The interest rate will be rounded up to the nearest five decimal points. This methodology will also be applied on each interest re-set date. Interest shall be calculated based on 360 days in a year.				
	In case of proposal of a floating interest rate, the official rate of the 3 month Euribor will be used.				
	The spread as quoted by the bidders shall be firm and shall be without any additional conditions and amendments.				
	Euribor on each respective date will be given by the bank.				
Interest Rate Re-set	In case of a floating interest rate, the 3 month Euribor will be re-set on the first date of each interest period i.e. 3 month Euribor and it will be fixed 2 days prior to the start of the interest period as per market practice.				
Total cost	The Total Cost on an annualised basis will comprise the fixed interest rate /				
	3 month Euribor plus spread, upfront fees, agent fees and all other fees and				
	expenses. The Borrower will not make any payment other than those indicated				
	on the Price Offer.				
Spread	To be proposed by the bidder.				
Upfront Fees for	To be proposed by the bidder. Payable at the time of the drawdown.				

Facility				
Facility Agent Fees	To be proposed by the bidder and payable at each anniversary date.			
Commitment fee	Nil			
Financial covenants	Financial covenants will be offered by the bidders and will be calculated annually based on the audited annual financial statements of the Borrower as at 31 December.			
Penalty Interest	In case of delay in making interest or principal payments to the financing institution, additional interest at the rate of [% p.a.] (but not more than 2 %) over the applicable interest rate on the outstanding amount of the loan facility for the period of delay will be payable.			
Termination	The Borrower reserves the right to terminate the loan agreement at any time, prior to the drawdown of the loan facility without giving any reasons for the termination.			
Loan Agreement	The Facility will be subject to preparation, execution and delivery of a mutually acceptable loan agreement. The agreement will contain conditions including but not limited to conditions precedent, representations and warranties, covenants, events of default, illegality, approvals etc. and other provisions customarily found in the banks' loan documentation for similar financings and appropriate to the facility, but shall not include any new / additional commercial conditions not contained in this Term Sheet.			
	However, in case of changes in the applicable laws and regulations affecting the loan agreement, these provisions will automatically supersede the terms of the agreement and will not be considered as events of default.			
Expenses	All expenses incurred by the bidder in connection with preparation and submission of the binding offer will be borne by the bidder.			
Validity of the offer	60 days from the offer submission deadline			
Conformation	The bidder should fully conform to this Term Sheet without any exceptions. Non-conforming bids will be disqualified.			

ADMINISTRATIVE INFORMATION ABOUT THE CANDIDATE

1. IDENTIFICATION OF THE BIDDER

This bid was submitted by

name of the company

Registered with a decision	
dated/of	
under company file №/ y.	
with management address:	
UIC	
VAT ID №	
bank account IBAN	
bank code	
servicing bank	
and signed by:	
	first name middle name last name
in his/her capacity of:	first name indate name last name
	position

2. ADMINISTRATIVE INFORMATION ABOUT THE BIDDER

I. Audicos	1.	Address
------------	----	---------

	country, zip code, city, municipality, street, number
2. Telephone	
3. Fax	
4. E-mail	
5. Web address	
6. Contact person	

Date:

Signature and

Seal:....

DECLARATION

The undersigned

	First name	middle name	last name	
PIN				
Identity card				
Permanent address				
In my capacity of				
		position		
OF				
	N	ame of the candidat	ρ	

A candidate in a procedure for selection of a financing institution(s) for raising a loan / syndicated loan

DECLARE¹:

- 1. I am not a related person within the meaning of § 1, item 1 of the additional provisions of the Conflict of Interest Prevention and Ascertainment Act² with the Borrower or with persons, holding managerial positions in the organisation;
- 2. Neither I nor the legal person represented by me have signed any agreement with persons subject to the provisions of Art. 21 or 22 of the Conflict of Interest Prevention and Ascertainment Act;

^{1.} When the Bidder is a legal person, the requirements under i. 3 and i.4 shall be applied, as follows:

^{1.} in a general partnership – every partner, unless the company agreement does not provide that the management and the representation re executed by another person;

^{2.} in a limited partnership – the fully liable parties;

^{3.} in limited liability company – the managers;

^{4.} in a sole-owner limited liability company – the manager - the sole owner of the capital if he/she manages and represents the company personally;

^{5.} in a joint stock company – the executive members of the Managing Board, the Board of Directors who are authorized to represent the company, or all members of the Managing Board, the Board of Directors – if there are no authorized members;

^{6.} in a partnership limited by shares – the executive members of the Board of Directors;

^{7.} for all other cases – for the persons representing the participant.

<u>The circumstances under i. 1 and i. 2</u> shall be declared by the members of the managers and the supervisory bodies of the legal person, including the interim officers and by the procurators and the commercial representatives.

² Promulgated, SG No. 94/31.10.2008, effective 1.01.2009, amended, SG No. 10/6.02.2009, amended and supplemented, SG No. 26/7.04.2009, effective 31.03.2009, amended, SG No. 101/18.12.2009, effective 18.12.2009, SG No. 62/10.08.2010, effective 10.08.2010, amended and supplemented, SG No. 97/10.12.2010, effective 10.12.2010, SG No. 38/18.05.2012, effective

^{1.07.2012.}

- **3.** I have not been deprived of the right to exercise a specific profession or activity in accordance with the laws of the country in which the offence has been committed;
- 4. I have not been sentenced effectively for:
 - a) a criminal offence against the financial, tax or social security system, including money laundering, under Art. 253-260 of the Penal Code;
 - b) bribery under Art. 301-307 of the Penal Code;
 - c) participation in an organized criminal group under Art. 321-321a of the Penal Code;
 - d) a criminal offence against property under Art.194-217 of the Penal Code;
 - e) a criminal offence against the economy under Art. 219-252 of the Penal Code;
 - f) similar offences under its respective national law.
- 5. The legal person represented by me:
 - a) has not declared bankruptcy and no bankruptcy proceedings have been initiated against him;
 - b) is not in liquidation proceedings or in a similar procedure according to the national laws and bylaws.
- 6. Neither I nor the legal person represented by me have signed any agreement for the provision of creditor or consultancy services to the Borrower or any of its subsidiary companies.

I am aware of the criminal liability under Art.313 of the Penal Code for provision of false data.

Declarer:

(date of signing)

(signature and seal)

СПОРАЗУМЕНИЕ ЗА КОНФИДЕНЦИАЛНОСТ

Настоящото споразумение е сключено на 2015 г., между

....., със седалище и адрес на управление(наричано за краткост "......" или "Получаващата страна"), и

Български енергиен холдинг ЕАД, със седалище и адрес на регистрация, ул. "Веслец" № 16, София 1000, България (наричано за краткост "БЕХ" или "Разкриваща страна"),

всяко от тях наричано "Страна", а заедно "Страни"

Като се има предвид, че:

"Български Енергиен Холдинг" ЕАД отправи покана за участие в процедура за избор на финансираща/и институция/и по сделка за структуриране на заем / синдикиран заем, към банки, които да подадат предложения за изпълнение на предмета на процедурата и да отпуснат на БЕХ заем в размер до 650 милиона евро;

След провеждането на предварителен подбор, БЕХ предоставя на избраните участници достъп до Информационен пакет, съдържащ обща и финансова информация за холдинга, включително финансови прогнози и допускания по отношение на стратегическото развитие на холдинга, както и исторически данни. Информационният пакет се предоставя на упълномощени представители на Участниците и съдържа информация за БЕХ, която е поверителна.

Страните се споразумяха за следното:

1. За целите на настоящия документ "Конфиденциална информация" означава писмена информация, част от Информационния пакет, която се предоставя на "....." като част от документацията за участие в процедура за избор на финансираща/и институция/и по сделка за структуриране на заем / синдикиран заем.

2. Получаващата страна се съгласява да пази Конфиденциалната информация стриктно поверителна и да не я продава, търгува, публикува или разкрива, на което и да е лице по какъвто и да е начин, в т. ч. чрез фотокопиране или друг вид възпроизвеждане, без предварителното писмено

NON-DISCLOSURE AGREEMENT

This agreement is entered into on..... 2015, by and between

...... having its seat and registered address at (hereinafter referred to as "....." or "Receiving party"), and

Bulgarian Energy Holding EAD, having its seat and registered address at 16 Vesletz Str., Sofia 1000, Bulgaria (hereinafter referred to as "BEH" or "Disclosing party"),

each of them referred to as a "Party" and collectively, as "the Parties". Whereas:

Bulgarian Energy Holding EAD invited banks to submit proposals for participation in a tender procedure for the selection of a financing institution(s) for raising a loan / syndicated loan in the amount of up to EUR 650 million;

Following a pre-selection stage, BEH provides to eligible Bidders access to an Information Pack containing general and financial information about the company, including financial forecasts, assumptions regarding the company's strategic future development and historical data. The Information Pack is provided to authorised representatives of the Bidders and contains information which is confidential to BEH.

The Parties agree as follows:

1. As used herein, "Confidential Information" shall mean written information as part of the Information Pack provided to "......" as part of the tender procedure for the selection of a financing institution(s) for raising a loan / syndicated loan.

2. The Receiving Party agrees that the Confidential Information shall be kept strictly confidential and shall not be sold, traded, published or otherwise disclosed to anyone in any manner whatsoever, including by means of photocopy or reproduction, without the Disclosing Party's prior written consent, except as provided in Articles 3 and 4 съгласие на Разкриващата страна, освен в случаите упоменати в чл. 3 и чл. 4 по-долу. Това включва писменото съгласие на Страните преди публичното оповестяване в местни, национални или международни медийни източници.

Получаващата страна се съгласява също така, да използва Конфиденциалната информация единствено във връзка с подготовката на предложението си за изпълнение на предмета на процедурата за избор на финансираща/и институция/и по сделка за структуриране на заем / синдикиран заем, или за изпълнението на евентуални относими договорни задължения.

3. Получаващата страна може да разкрива конфиденциална информация без предварителното писмено съгласие на Разкриващата страна единствено в случай, че тази информация е:

(i) вече известна на Получаващата страна към датата на разкриване;

(ii) вече обществено достояние или е станала обществено достояние, но не в резултат на действие или бездействие на Получаващата страна в нарушение на настоящото Споразумение;

(iii) задължително да бъде разкрита съгласно приложимото законодателство или правителствена заповед, указ, наредба или постановление (при условие че Получаващата страна уведоми в писмен вид Разкриващата страна преди такова разкриване);

(iv) придобита независимо от трета страна, която, доколкото е известно на Получаващата страна, има право да разпространява подобна информация към момента на получаване от Получаващата страна;

(v) независимо разработена от Получаващата страна без позоваване на Конфиденциалната информация, оповестена от Разкриващата страна.

4. Получаващата страна има право да разкрива Конфиденциална информация без предварителното писмено съгласие на Разкриващата страна пред следните лица ("Представители") при условие, че тази информация е необходима на Представителите, за да съдействат при подготовката на предложението за изпълнение на предмета на процедурата за избор на финансираща/и институция/и по сделка 38 структуриране на заем / синдикиран заем, или за изпълнението на евентуални относими договорни залълженияи. и те са съгласни да бъдат обвързани от условията на това Споразумение. Представители за целите на това Споразумение са:

(i) служители, длъжностни лица и директори на Получаващата страна; и

(ii) нейни филиали, свързани компании и служи-

below. This includes the written consent of the Parties prior to any public disclosure to any local, national or international media sources.

The Receiving Party further agrees that it will only use the Confidential Information in connection with the preparation of its Bid and for the subsequent fulfilment of relevant contractual obligations regarding the tender procedure for the selection of a financing institution(s) for raising a loan / syndicated loan, and it shall not use the Confidential Information for any other purpose whatsoever.

3. The Receiving Party may disclose the Confidential Information without the Disclosing Party's prior written consent only to the extent such information is:

(i) already known to the Receiving Party as of the date of disclosure hereunder;

(ii) already in the public domain or has become available to the public otherwise than through an act or omission of the Receiving Party in breach hereof;

(iii) required to be disclosed under applicable law or by a governmental order, decree, regulation or rule (provided that the Receiving Party shall give written notice to the Disclosing Party prior to such disclosure);

(iv) is acquired independently from a third party that, to the knowledge of the Receiving Party, has the right to disseminate such information at the time it is acquired by the Receiving Party;

(v) independently developed by the Receiving Party without reliance on the Confidential Information disclosed by the Disclosing Party.

4. The Receiving Party shall be entitled to disclose the Confidential Information without the Disclosing Party's prior written consent to the following persons (the "Representatives"), to the extent the Representatives need to know such Confidential Information in connection with the preparation of its Bid and for the subsequent fulfilment of relevant contractual obligations regarding the tender procedure for the selection of a financing institution(s) for raising a loan / syndicated loan, and that the Representatives are informed of the confidential nature of the Confidential Information and agree to be bound by the terms of this Agreement. Representatives for the purposes of this Agreement are:

(i) employees, officers and directors of the Receiving Party; and

(ii) its affiliates, associated companies and the employees,

телите, длъжностните лица и директорите на тези филиали или свързани компании.

5. Получаващата страна се задължава Представителите й, на които Конфиденциалната информация е разкрита съгласно това Споразумение, да пазят тази информация поверителна в съответствие с условията на Споразумението и да не разкриват, разгласяват или използват тази Конфиденциална информация в нарушение на Споразумението. Получаващата страна е отговорна пред Разкриващата страна за всяко нарушение на Това Споразумение от страна на Представителите на Получаващата страна.

6. Конфиденциалната информация остава собственост на Разкриващата страна и Разкриващата страна може да иска връщането на тази информация по всяко време с писмено уведомление до Получаващата страна. В срок от 30 дни от получаването на такова уведомление, Получаващата страна следва да върне цялата оригинална Конфиденциална информация и да унищожи всички копия, репродукции или извадки (писмени и електронни), намиращи се в нейно притежание или в притежание на Представителите й, които са получили информацията съгласно чл. 4, в т.ч. Записки И работни материали, съдържащи Конфиденциална информация. Унищожаването на Конфиденциалната информация бъде ще удостоверено ОТ Получаващата страна пред Разкриващата своевременно страна след унищожаването на такава Конфиденциална информация.

7. Разкриващата страна с настоящето декларира и гарантира. че има правото да разкрива Конфиденциалната информация на Получаващата страна. Въпреки това, Разкриващата страна не заявява и не гарантира, изрично или имплицитно, качеството, точността и пълнотата на Конфиденциалната информация. Разкриващата страна, нейните филиали и свързани компании, длъжностни лица, директори и служители не носят каквато и да е отговорност за използването или позоваването на Конфиденциалната информация от страна на Получаващата страна.

8. Настоящото споразумение ще се подчинява и тълкува съгласно законите на Република България. Всяка Страна с настоящото приема юрисдикцията на съдилища на Република България за целите на всяко съдопроизводство във връзка със Споразумението.

9. Никакви поправки, промени или изменения на настоящото Споразумение няма да бъдат валидни, освен ако са в писмен вид и са подписани от надлежно упълномощен представител на всяка от Страните.

5. The Receiving Party shall be responsible for ensuring that all of its Representatives to whom the Confidential Information is disclosed under this Agreement shall keep such information confidential in accordance with the terms of this Agreement and shall not disclose divulge or use

officers and directors of such affiliates or associated

companies.

such information confidential in accordance with the terms of this Agreement and shall not disclose, divulge or use such Confidential Information in violation of this Agreement. The Receiving Party shall be responsible to the Disclosing Party for any breach of this Agreement by the Representatives of the Receiving Party.

6. The Confidential Information shall remain the property of the Disclosing Party, and the Disclosing Party may demand the return thereof at any time upon giving written notice to the Receiving Party. Within 30 days of receipt of such notice, the Receiving Party shall return all of the original Confidential Information and shall destroy all copies, reproductions or extracts (both written and electronic) in its possession and in the possession of Representatives to whom it was disclosed pursuant to Article 4 hereof, including notes and workpapers containing Confidential Information. The destruction of such Confidential Information shall be certified by the Receiving Party to the Disclosing Party promptly following completion of the destruction of such Confidential Information.

7. The Disclosing Party hereby represents and warrants that it has the right and authority to disclose the Confidential Information to the Receiving Party. The Disclosing Party, however, makes no representations or warranties, express or implied, as to the quality, accuracy and completeness of the Confidential Information disclosed hereunder. The Disclosing Party, its affiliates and associated companies and their officers, directors and employees shall have no liability whatsoever with respect to the use of or reliance upon the Confidential Information by the Receiving Party.

8. This Agreement shall be governed by and interpreted in accordance with the laws of the Republic of Bulgaria. Each Party hereby submits to the jurisdiction and venue of the state courts of Bulgaria for purposes of any litigation related to the Agreement.

9. No amendments, changes or modifications to this Agreement shall be valid except if the same are in writing and signed by a duly authorized representative/s of each of the Parties.

10. This Agreement comprises the full and complete

споразумение между Страните по отношение на разкриването на Конфиденциална информация и заменя и отменя всички предходни комуникации, уговорки и споразумения между Страните, били те писмени или устни, изрични или имплицитни, във връзка с предмета на това Споразумение.

11. Всички клаузи на настоящото Споразумение са делими, като неприложимостта или невалидността на която и да е клауза не засяга валидността и приложимостта на останалите клаузи на настоящото Споразумение.

12. В случай на каквото и да е нарушение или опасност от нарушаване, от която и да е Страна, на условията на настоящото Споразумение, другата Страна има право на обезщетение за причинените й вреди.

13. Споразумението се подписва в два екземпляра, като всеки от тях, след като се подпише и представи, ще е оригинален, но всички екземпляри ще представляват един и същи инструмент. Споразумението е изготвено на български и английски език, като при противоречие, се прилага българският текст.

agreement of the Parties hereto with respect to the disclosure of the Confidential Information and supersedes and cancels all prior communications, understandings and agreements between the Parties hereto, whether written or oral, expressed or implied with respect thereto.

11. All provisions of this Agreement are severable, and the unenforceability or invalidity of any of the provisions of this Agreement shall not affect the validity or enforceability of the remaining provisions of this Agreement.

12. In the event of any breach or threatened breach by either Party of the terms hereof, the other Party shall be entitled to compensation for the damage suffered.

13. This Agreement shall be executed in two counterparts, each of which when executed and delivered shall be an original, but all of which shall constitute one and the same instrument. The Agreement is written in Bulgarian and English. In case of discrepancies between the two versions, the Bulgarian version shall prevail.

За и от името на "Български енергиен холдинг" ЕАД / For and on Behalf of "Bulgarian Energy Holding" EAD

Жаклен Коен / Jacklen Cohen Изпълнителен директор / Chief Executive Officer

За и от името на / For and on behalf of

Име/Name

Длъжност/Position