...

CONTRACT

between

ALSTOM

Atomenergomash LLC

and

ALSTOM Power Systems

SA

for the Supply of Turbine

Hall Equipment

for BALTIC Nuclear

Power Plant Unit 1 & 2

Dated: March 20th, 2012

Contract Ref: 19/10/2012

Baltic NPP Unit 1 & Unit 2 - Equipment Supply Contract/ March 20th, 2012 CONFIDENTIAL DOCUMENT

...

CONTENTS

Terms and Conditions of the Contract

- Article 1. Definitions and Interpretations
- Article 2. Contract Effectiveness and Commencement of Work
- Article 3. Seller's Scope of Work
- Article 4. Buyer's Obligations
- Article 5. Price, Terms of Payment, Taxes & Duties, Financing
- Article 6. Delivery Transfer of Title & Risk
- Article 7. Delivery Time Extension of Time & Costs
- Article 8. Quality Assurance & Technical Documentation
- Article 9. Environmental & Safety Responsibilities
- Article 10. Inspection & Tests
- Article 11. Provisional Acceptance
- Article 12. Warranty & Defects Liability
- Article 13. Contractual Liquidated Damages and Performance Guarantee
- Article 14. Compensation
- Article 15. Nuclear Liability & Insurance
- Article 16. Limits of Liability

Baltic NPP Unit 1 & Unit 2 – Equipment Supply Contract/ March 20th, 2012 CONFIDENTIAL DOCUMENT

Article 17. Insurance

Article 18. Default, Suspension & Termination

Article 19. Changes in Law & Change Orders

Article 20. Confidentiality

Article 21. Intellectual Property Rights

Article 22. Subcontract

Article 23. Force Majeure

Article 24. Applicable law & Dispute Resolution

Article 25. Notice

Article 26. General Provisions

Article 27. Export Control

Article 28. Legal Addresses and Banking Details of the Parties

List of Exhibits

Exhibit 1 - Technical Specifications

Exhibit 2 - Delivery Schedule

Exhibit 3 - Contract Schedule

Exhibit 4 - Terms and Conditions of Payments

Exhibit 5 - Quality Management

Exhibit 6 - Performance Guarantee, Performance Test and Heat Balance

Exhibit 7 - Termination Schedule

Exhibit 8 - Advance Payment Bank Guarantee Form, Performance Bank Guarantee Form

Baltic NPP Unit 1 & Unit 2 – Equipment Supply Contract/ March 20th, 2012 CONFIDENTIAL DOCUMENT

Exhibit 9 - Approved Subcontractors List

Exhibit 10 - End User Certificate Template

Exhibit 11 - Change Order Form

Exhibit 12 - Conditions of Staying Buyer's Customer's, Prime Contractor's, Buyer's Customer-Developer's and Buyer's Authorized Organization's Specialists at Buyer's/Seller's/Subcontractor's Production site

Exhibit 13 - Cost Calculation Form

[SIGNATURE]

Baltic NPP Unit 1 & Unit 2 – Equipment Supply Contract/ March 20th, 2012 CONFIDENTIAL DOCUMENT

This Contract is made and entered into by and between

ALSTOM Atomenergomash LLC, a company organized under the laws of Russian Federation, having its registered office at 2, Zheleznodorozhnaya Ulitsa, Podolsk, Moscow Region 142103, Russian Federation, hereinafter referred to as "AAEM" or "Buyer",

and

ALSTOM Power Systems SA, a corporation organized under the laws of France, having its registered office at 2 quai Michelet 3, 92300 Levallois-Perret, France, hereinafter referred to as "Alstom" or "Seller".

Seller and Buyer may be referred to individually as a "Party" or collectively as the "Parties".

WITNESSED

Whereas, Seller is in the business of designing, manufacturing and supplying various equipment and services for the nuclear power generation industry, and

Whereas, Buyer wishes to purchase equipment and services from Seller based on ARABELLE™ technology to be used for a nuclear power plant project to be located at Kaliningrad Region of the Russian Federation (the "Project" or "Baltic Project"), and

Whereas, to that end, Seller has made a proposal to Buyer on December 22nd, 2011

Baltic NPP Unit 1 & Unit 2 – Equipment Supply Contract/ March 20th, 2012 CONFIDENTIAL DOCUMENT

for the supply of equipment and services and Buyer has accepted such proposal, and

Whereas, the Parties now wish to set forth the terms and conditions that shall apply to this Contract.

THEREFORE IT IS HEREBY AGREED as follows:

Article 1. DEFINITIONS and INTERPRETATIONS

1.1 Definitions

In this Contract, the following capitalized words and expressions shall, unless the context otherwise requires, bear the meanings hereinafter ascribed to them.

"Affiliate" shall mean, as to any Party, an entity that directly or indirectly controls or is controlled by or is under common control with, that Party; the term "control" being used in the sense of power to elect or appoint a majority of directors or to direct the management of a company.

"Applicable Laws" shall mean the governing law of this Contract as stated in Article 24.1 as well as any statute, law, regulation, ordinance, rule, judgment, order, decree, directive, mandatory guideline or policy, or any similar form of decision of or determination by, or any interpretation or administration of any of the foregoing by the government, any political subdivision or any governmental, quasi-governmental, judicial, public or statutory instrumentality, administrative agency, authority, body or other entity having jurisdiction over the Work in effect at the date of Alstom's proposal to Buyer.

Baltic NPP Unit 1 & Unit 2 – Equipment Supply Contract/ March 20th, 2012

CONFIDENTIAL DOCUMENT

"Applicable Codes" shall mean all applicable design codes as specified in the Technical Specifications for the Work.

"Buyer's Approvals" shall mean all licenses, permits, and other authorizations and approvals from all applicable governmental bodies and agencies required for the import, certification, installation, commissioning, maintenance and operation of the Equipment.

"Buyer's Customer" shall mean Open Joint Stock Company Consolidated NPP equipment procurement Directorate (CEPD OJSC).

"Buyer Risks" shall mean loss, damage and/or delay arising from any of the following causes:

- a) Force Majeure impacting the Buyer;
- b) pressure waves caused by aircraft or other aerial devices traveling at sonic or supersonic speeds;
- c) the use or occupation of the Site by the Equipment for the purposes of the Contract;
- d) interference, whether temporary or permanent with any right of way, light, air, or water or with any easement

wayleaves or right of a similar nature which is the inevitable result of the construction of the Works in accordance with the Contract;

e) acts, omissions, delay, breach of contract or of statutory duty of the Buyer and/or Buyer's other contractors and/or third parties not under the control of Seller;