

Contract number:	Date:
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ENERGY PERFORMANCE CONTRACT

The **Client**:

Name	
Registration number	
Address	<no value>

The **Contractor**:

Name	Mattig Management Partners s.r.o.
Registration number	46083006
VAT number	2023231320
Legal address	Frantiskanske Namestie 7, 811 01 Bratislava
Legal representative	

Concluded this Energy Performance Contract hereinafter referred to as the Agreement.

SPECIFIC CONDITIONS

1 SCOPE OF THE AGREEMENT

1. The scope of the Agreement is the implementation of the Renovation Works and the provision of Energy Efficiency Services resulting in Energy Savings in the Building located at the following address: "056 01 Lutherovo námestie 23/1 Gelnica Slovakia" with cadastre number 155.
2. The Building scope of this Agreement and its conditions before the Renovation Works are described in Annex №1 of the Agreement.
3. The detailed scope of the Renovation Works, and related Measures, is described in Annex №2 of the Agreement.

2 SERVICES PROVIDED

1. The Contractor undertakes to arrange engineering, procurement, supply, installation, start-up, commissioning and financing, referred to the Renovation Works, for the implementation of the Measures in the Building.
2. The Contractor for the Service Period of the Agreement guarantees the Comfort Standards described in Annex №3 of the Agreement.
3. The Contractor for the Service Period of the Agreement gives an Energy Savings Guarantee of 0%, which corresponds to 0.00MWh compared to the Baseline included in Annex №4.
4. The Contractor for the Service Period of the Agreement operates and maintains the Building in line with the provision detailed in Annex №5 of this Agreement.

3 TERM OF AGREEMENT

1. The Construction Period is 91 days and agreed with the following indicative dates subject to Notification:
 - (a) Commencement Date: 2023-06-01 01:00:00 +0300 EAT
 - (b) Commissioning Date: 2023-08-31 01:00:00 +0300 EAT
2. The Service Period of the Agreement is 180 months starting after the Commissioning Date of the Measures.
3. The Client term of payment corresponds to the Service Period of the Agreement.

4 COMPENSATION

- The Contractor will charge the Client during the Service Period of this Agreement monthly Fees comprised of:
 - Thermal Energy Fee and Domestic hot water Fee calculated according to Annex № 6;
 - Renovation Fee calculated and indexed according to Annex № 7;
 - Operation and Maintenance Fee calculated and indexed according to Annex № 8;
 - Any taxes due (such as VAT) in delivering the Services.
- The monthly Renovation Fee and the Operation and Maintenance Fee for the first month of the Service Period are agreed as:

Fee	EUR/month	VAT	Total
Energy	0.00	0.00	0.00
Renovation	0.00	0.00	0.00
Operation and maintenance	0.00	0.00	0.00
Total	0	0	0

- The Manager of the Client will be invoiced on a monthly basis. Invoices submitted by the Contractor to the Manager of the Client are due within days from receipt.

5 OTHER PROVISIONS

- The Agreement includes the General Terms and Conditions, the Specific Conditions and the Annexes to the Specific Conditions which are an integral part of the Agreement.
- By signing these Specific Conditions, the Parties acknowledge that they have read, understood and agreed and can comply with the Specific Conditions, the Annexes of the Specific Conditions and the General Terms and Conditions of this Agreement.

Client

Contractor

Mattig Management Partners s.r.o.

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ANNEX №1 – BASIC INFORMATION ABOUT THE BUILDING

1. Energy Analysis of the Building according to the Act No. 321/2014 Coll. Energy Efficiency Act as amended
2. Energy Audit of the Building according to the Act No. 321/2014 Coll. Energy Efficiency Act as amended <no value>
3. Technical inspection of the Building according to the Act Nr. 321/2014 Coll. Energy Efficiency Act as amended <no value>
4. Any other requirements for information as per Act No. 321/2014 Coll. on energy efficiency
5. Project meetings: <no value>

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ANNEX №2 – BUDGET AND SCOPE OF RENOVATION WORKS

1 Scope of Renovation works

1.1. Project development and management

Position	Description	Costs
Energy audit		0€
Civic engineering appraisal		0€
Technical design for construction works		0€
Technical design for heating, ventilation and domestic hot water systems		0€
Project management		0€
Preparation of grant application		0€
Tendering of renovation works		0€
Contracting and commissioning		0€
Management and coordination		0€
		0€
		0€
		0€

1.2. Construction costs

Position	Description	Costs
Thermal insulation of exterior walls		0€
Thermal insulation of interior walls dividing different thermal zones		0€
Windows		0€
Windows indoor jambs and sills		0€
Entrance doors		0€
Doors indoor jambs and sills		0€
Plinth thermal and hydro insulation		0€
Thermal insulation of the attic		0€
Thermal insulation of roofs		0€
Thermal insulation of the basement sealing		0€
Heating distribution system		0€
Heat substation/supply		0€
Domestic hot water system		0€
Ventilation system		0€
Roof structural repairs		0€
Roof cover		0€
Entrance roofs		0€
Staircase roofs		0€
Gutters and rainwater canalisation		0€
Balcony structural repairs		0€
Balcony railing / closing		0€
Renovation of staircases		0€
Cold water system		0€
Electrical system		0€
Construction site organisation and maintenance		0€
		0€
		0€
		0€

1.3. Project supervision

Position	Description	Costs
Building supervision		0€
Author supervision		0€
		0€
		0€
		0€

1.4. Financial charges

Position	Description	Costs
Bank Fees		0€
Forfeiting Fees		0€
		0€
		0€
		0€

2 Overall Budget for the Renovation Works

Budget of Renovation works	Costs
Project development and management costs	0€
Construction costs	0€
Project supervision costs	0€
Financial charges	0€
Total (ex VAT)	0€
VAT	0€
Total including VAT	0€

3 Financial plan for the Renovation Works

Source of Funding	Costs
State budget contribution – ALTUM	0€
Municipal budget contribution	0€
Client contribution	0€
Contractor Financial Contribution	0€
Total costs for Renovation Works (including VAT)	0€

Where:

- I_c Financial Contribution provided by the Contractor including eligible VAT used for the calculation of the Renovation Fee
- I_t the Total Investment Cost for the Renovation Works including VAT

The portion of investment costs used for the calculation of the Renovation Fee in Annex № 7 of this Agreement is calculated based on the Financial Contribution provided by the Contractor corresponding to I_C .

4 Measures implemented as part of the Renovation Works and detailed costs estimates

[Please include the detailed project design for the planned Measures as applicable in compliance with relevant norms and regulations] For example:

- Construction design 1 – General Section
- Construction design 2 – Architecture and DOP
- Construction design 3 – Engineering Networks and Heating
- Construction design 4 – Engineering Networks and Lightning Protection
- Construction design 5 – Scope of the Construction Work
- Reconstruction of the Civil Engineering Works of the Building
- Scope of the Construction Work
- Etc.

[Please include the detailed cost estimates for the planned Measures according to Regulation Nr. 239 of the Cabinet of Ministries including a detailed costs breakdown of project development and management costs]

Client	Contractor
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ANNEX №3 - COMFORT STANDARDS

- 1. During the Heating Season in the Service Period, the Contractor shall ensure an indoor temperature in each of the Apartments of the Building of at least 0°C.
- 2. During the Heating Season in the Service Period, the Contractor shall ensure an indoor temperature in the common areas of the Building (entrance halls and the stairways) of at least 18°C.
- 3. For Building with central Domestic Hot water systems, the Contractor shall ensure domestic hot water supply at the heat exchange in the substation of at least 55°C.

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ANNEX №4 - BASELINE AND GUARANTEE SAVINGS

Upon entering into this Agreement and prior to the execution of the Renovation Works the Parties shall calculate the average heat consumption of the Building during the Reference Period as follows:

1 Input data

	Year 3 2022-01 2023-01				Year 2 2021-01 2022-01				Year 1 2020-01 2021-01			
	Heating days	Total heat energy consumption	Domestic hot water consumption	Domestic hot water temperature	Heating days	Total heat energy consumption	Domestic hot water consumption	Domestic hot water temperature	Heating days	Total heat energy consumption	Domestic hot water consumption	Domestic hot water temperature
Symbol	D_{Apk}	Q_t	V	0ku	D_{Apk}	Q_t	V	0ku	D_{Apk}	Q_t	V	0ku
Unit	Days	MWh	m³	°C	Days	MWh	m³	°C	Days	MWh	m³	°C
1	31				31	17.2	0		31	20.7	0	
2	28				28	16.6	0		29	20.0	0	
3	31				31	15.6	0		31	18.7	0	
4	30				30	7.7	0		30	9.3	0	
5	9				27	1.8	0				0	
6							0				0	
7							0				0	
8							0				0	
9	12				11	1.1	0		7	1.4	0	
10	31				31	7.3	0		31	8.9	0	
11	30				30	13.3	0		30	16.0	0	
12	31				31	16.1	0		31	19.3	0	
Average	-	-	-	0	-	-	-	0	-	-	-	0
Total	233	0	0	-	250	96.7	0	-	220	114.3	0	-

Conditions during the Baseline Period:

2 Input data

	Year 3 2022-01 2023-01				Year 2 2021-01 2022-01				Year 1 2020-01 2021-01			
	Heating days	Outdoor temperature	Average indoor temperature	Degree Days	Heating days	Outdoor temperature	Average indoor temperature	Degree Days	Heating days	Outdoor temperature	Average indoor temperature	Degree Days
Symbol	D_{Apk}	T_1	T_3	GDD	D_{Apk}	T_1	T_3	GDD	D_{Apk}	T_1	T_3	GDD
Unit	Days	°C	°C	-	Days	°C	°C	-	Days	°C	°C	-
1	31	-2.0	20	682	31	-2.2	20	688.2	31	-3.0	20	713
2	28	1.2	20	526.4	28	-1.5	20	602	29	1.7	20	530.7
3	31	1.9	20	561.1	31	2.1	20	554.9	31	3.1	20	523.9
4	30	6.6	20	402	30	5.6	20	432	30	7.4	20	378
5	9	12.4	20	68.4	27	11.5	20	229.5		11.4	20	0
6				0				0				0
7				0				0				0
8				0				0				0
9	12	9.7	20	123.6	11	11.2	20	96.8	7	12.5	20	52.5
10	31	9.6	20	322.4	31	5.9	20	437.1	31	9.4	20	328.6
11	30	3.4	20	498	30	3.0	20	510	30	3.0	20	510
12	31	-1.2	20	657.2	31	-2.2	20	688.2	31	2.3	20	548.7
Average	-	3.47	15	-	-	2.78	15	-	-	3.98	15	-
Total	233	-	-	3841.1	250	-	-	4238.7	220	-	-	3585.4

Number of the degree days is established using the following formulas:

$$GDD = D_{apk} \times (T_1 - T_3)$$

where:

- GDD the number of degree days during the Baseline Period
- D_{apk} number of the heating days during the Baseline Period
- T_1 indoor temperature during the Baseline Period (°C).
- T_3 actual average outdoor temperature during the Baseline Period (°C).

3 Baseline

The baseline is determined in accordance with the specifications listed in LABEEF Financial and Technical Rules and Guidelines for Energy Efficiency Measures:

	Symbol	Unit	$Baseyear^{n-2}$	$Baseyear^{n-1}$	$Baseyear^n$	Reference
Total heat energy consumption	$Q_{T,ref}$	MWh/year	0.00	96.70	114.30	0.00
Space heating consumption	$Q_{Apk,ref}$	MWh/year	0.00	0.00	0.00	0.00
Circulation losses	$Q_{cz,ref}$	MWh/year	0.00	0.00	0.00	0.00
Domestic hot water consumption	$Q_{ku,ref}$	MWh/year	0.00	0.00	0.00	0.00
Energy consumption for space heating and circulation losses	$Q_{Apk,cz,ref}$	MWh/year	0.00	0.00	0.00	0.00
Average indoor temperature	$T_{1,ref}$	°C	15.00	15.00	15.00	0.00
Degree days	GDD_{ref}	-	3841.10	4238.70	3585.40	0.00

4 Guaranteed Energy Savings

The Contractor guarantees for the entire term of this Agreement that the Renovation Works will reduce the energy consumption for space heating and circulation losses ($Q_{Apk,cz,ref}$) per settlement period (one year) by an amount of:

$$SAVINGS0\%$$

This Guarantee Energy Savings corresponds to:

$$Q_{iet,G} = Q_{Apk,cz,ref} \times SAVINGS = 0.00 \text{ MWh/year}$$

Where:

- $Q_{iet,G}$ Guaranteed Energy Savings in MWh/year
- $Q_{Apk,cz,ref}$ Baseline energy consumption for space heating and circulation losses in MWh/year

5 Guaranteed Energy Consumption

The Guaranteed Energy Consumption is the energy consumption for space heating and circulation losses after implementation of the Renovation Works based on the given Guarantee Energy Savings and on yearly basis corresponds to:

$$Q_{Apk,cz,G} = Q_{Apk,cz,ref} - Q_{iet,G} = 0.00 \text{ MWh/year}$$

Where:

- $Q_{Apk,cz,G}$ is the Guaranteed Energy Consumption for space heating and circulation losses, MWh/year
- $Q_{Apk,cz,ref}$ Baseline energy consumption for space heating and circulation losses, MWh/year
- $Q_{iet,G}$ Guaranteed Energy Savings, MWh/year

Client	Contractor
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ANNEX №5 - OPERATION AND MAINTENANCE MANUAL

1 Periodic maintenance activities covered by the Contractor as part of this Agreement

Maintenance activity	Minimum Frequency	Responsible party	Material and spare parts	Tools and equipment
Periodic visual inspection of the buildings and installed systems/equipment		Contractor		
Operation of water softening system / filters for domestic hot water preparation		Contractor		
Replacement of Air handling units filters, control and cleaning of ventilation equipment		Contractor		
Start the heating system		Contractor		
Stop the heating system		Contractor		
Periodic cleaning of heat exchangers		Contractor		
Periodic cleaning of pump filters (replace if needed)		Contractor		
Periodic inspection of water softening system		Contractor		
Control/cleaning air vents		Client under Contractor instruction		

2 Mid-term preventative maintenance activity

Maintenance activity	Minimum Frequency	Responsible party	Material and spare parts	Tools and equipment
Check radiator thermostatic valves (replace if needed)		Contractor		
Check control vents (replace if needed)		Contractor		
Check space heating balancing valves (replace if needed)		Contractor		
Cleaning ventilation shafts		Contractor		
Replacing circulation pumps for domestic hot water system		Contractor		
Replacing circulation pumps for space heating system		Contractor		

3 Long term provisioned maintenance activities covered by the Contractor as part of this Agreement

Maintenance activity	Minimum Frequency	Responsible party	Material and spare parts	Tools and equipment
Overhauls/replacement of air handling units		Contractor		
Replace radiator thermostatic valves		Contractor		

4 Operational expenses covered by the Contractor as part of this Agreement

1. Administration cost for organising maintenance activities and activities part of this agreement
2. Reply and act upon Emergency calls
3. Electricity consumption for new electrical loads installed as part of this agreement

5 Recommended maintenance activity

The Contractor recommend the Client to perform the following long term maintenance activities:

Maintenance activity	Minimum Frequency	Responsible party	Material and spare parts	Tools and equipment
Repainting/cleaning/repairs of the staircases		Client		
Repainting/cleaning/repairs of the entrances		Client		
Repainting/cleaning/repairs of the façade		Client		
Repainting/cleaning/repairs of the plinth		Client		

Client

Contractor

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ANNEX №6 - FEES RELATED TO ENERGY, DOMESTIC HOT WATER AND MEASUREMENT AND VERIFICATION

1 Determination of the Flat Thermal Energy Consumption

1. The Fee for heating shall be calculated for the Settlement Period and divided into 12 (twelve) equal parts. Thus the Client makes payments for the same amount of Thermal Energy every month (within a 12-month period).
2. The monthly Thermal Energy Fee shall be calculated based on the Energy Consumption Guarantee, the current Thermal Energy Tariff and the Billing Area of the Building in the following manner for each month of the Settlement Period:

$$Q_{Apk,cz,G}^m = \frac{Q_{Apk,cz,G}}{12}$$

$$E_{F,G}^m = Q_{Apk,cz,G}^m \times HT^m$$

$$Ap^m = \frac{E_{F,G}^m}{A_{Apk}}$$

Where:

- $Q_{Apk,cz,G}^m$ is the monthly flat thermal energy consumption attributable to the Building's space heating and circulation losses based on the Energy Consumption Guarantee, *MWh/month*
- $Q_{Apk,cz,G}$ is the Energy Consumption Guarantee for space heating and circulation losses as calculated in Annex No. 5 of this Agreement, *MWh/year*
- $E_{F,G}^m$ is the total monthly Thermal Energy Fee for the Building
- HT^m is the Thermal Energy Tariff applicable at the relative billing month, *EUR/MWh*
- A_{Apk} is the Billing area of the Building used for billing purposes m^2
- Ap^m is the monthly Thermal Energy Fee per square meter used by the Manager for the preparation of the monthly invoices to the Client, *EUR/m² month*

3. The Contractor each month shall fill in the following table for the calculation of the monthly Thermal Energy Fee:

Months of Contract	$Q_{Apk,cz,G}^m$	HT^m	$E_{F,G}^m$	A_{Apk}	Ap^m
Unit	MWh	EUR/MWh	EUR	m^2	EUR/ m^2 month
	A	B	C=AxB	D	E=C/D
Month 1	0.00	0.00	0.00	0.00	0.00
Month 2	0.00	0.00	0.00	0.00	0.00
Month 2	0.00	0.00	0.00	0.00	0.00
Month 3	0.00	0.00	0.00	0.00	0.00
Month 4	0.00	0.00	0.00	0.00	0.00
Month 5	0.00	0.00	0.00	0.00	0.00
Month 6	0.00	0.00	0.00	0.00	0.00
Month 7	0.00	0.00	0.00	0.00	0.00
Month 8	0.00	0.00	0.00	0.00	0.00
Month 9	0.00	0.00	0.00	0.00	0.00
Month 10	0.00	0.00	0.00	0.00	0.00
Month 11	0.00	0.00	0.00	0.00	0.00
Month 12	0.00	0.00	0.00	0.00	0.00
Total	0	0	0	-	0

4. The Contractor on a monthly basis shall invoice the Manager of the Client for the total monthly Thermal Energy Fee ($E_{F,G}^m$). The Manager will invoice each separate Apartment Owners on a square meter pro rata basis.

2 Balancing of the Flat Thermal Energy Consumption at the end of the Settlement period

1. At the end of each Settlement Period, the Contractor shall calculate the Balance Payment for balancing the 12 (twelve) Thermal Energy Fees charged to the Client based on the Flat Thermal Energy Consumption against the payment due considering the metered thermal energy consumption. The settlement amount is calculated as:

$$B_F = E_{F,S,T} - E_{F,G,T}$$

Where:

- $E_{F,S,T}$ is the total yearly Energy Fee based on the metered energy data, calculated as the sum of the monthly $E_{F,S}^m$ over the 12 months settlement period, *EUR*
 - $E_{F,G,T}$ is the total yearly Energy Fee for the building, calculated as the sum of the monthly $E_{F,S}^m$ over the 12 months settlement period, *EUR*
2. The Contractor at the end of each Settlement Period shall fill in the following table for the calculation of the Balance payment:
Where:
 - $Q_{Apk,cz,G}^m$ is the monthly flat thermal energy consumption attributable to the Building for space heating and circulation losses based on the Energy Consumption Guarantee, *MWh/month*
 - HT^m is the Thermal Energy Tariff applicable at the relative billing month, *EUR/MWh*
 - $Q_{Apk,cz,S}^m$ is the monthly Energy Consumption for space heating and circulation losses subject to Measurement and Verification
 - $E_{F,G}^m$ is the total monthly Energy Fee for the Building calculated each month as $Q_{Apk,cz,G}^m \times HT^m$
 3. If the difference is negative (B_F is a negative number) the Parties shall settle the difference either through a one-off payment of the balance from the Contractor to the Client or subtracting the outstanding balance in equal amounts from the due payment of the Client to the Contractor distributed throughout the next Settlement Period. For the Settlement Period after which the Agreement terminates, the balance is settled through a one-off payment
 4. If the difference is positive (B_F is a positive number) the Parties settle the difference either through:
 - (a) a one-off payment of the balance by the Client to the Contractor, or
 - (b) by splitting the outstanding balance in equal amounts by the number of payments due during the next Settlement Period and adding one equal split to the payment due by the Client to the Contractor during the next Settlement Period.
 - (c) for the last Settlement Period of the Agreement, the parties must settle the balance through a one-off payment.
 5. The Client acknowledges that the Thermal Energy Fee will reflect immediately any and all changes of, or modifications to, the Thermal Energy Tariff (HT^m) upon its regulatory entry into force.

3 Measurement and Verification of the Energy Savings Guarantee

1. At the end of each Settlement Period, the Parties shall verify that the Energy Savings Guarantee under this Agreement is fulfilled. The Parties agree to verify as follows:
 - (a) Weather adjustments are made to compare the conditions during the provision of Energy Efficiency Services with the Baseline conditions. The adjustment is calculated using the following formula:

$$Q_{Apk,CZ,S}^{Adj} = Q_{Apk,S} \times \left(\frac{GDD_{Ref}}{GDD_S} \right) + Q_{CZ,S}$$

Where:

- $Q_{Apk,CZ,S}^{Adj}$: Weather-adjusted energy consumption for space heating and circulation losses in the accounting settlement year, *MWh*
- $Q_{Apk,S}$: Actual energy consumption for space heating in the accounting settlement year, *MWh*
- $Q_{CZ,S}$: Actual energy consumption for circulation losses in the accounting settlement year, *MWh*
- GDD_{Ref} : Heating degree days in the reference year (baseline year)
- GDD_S : Heating Degree Days in the year under account for settlement calculated according to the General Terms and Condition of the Agreement for Measurement and Verification

- (b) At the end of each Settlement Period, the Contractor will provide an assessment as whether the services have been performed so to fulfill the Energy Savings Guarantee as follows:

$$Q_{iet,S} = Q_{Apk,cz,ref} - Q_{Apk,cz,S}^{Adj}$$

$$BH_{iet} = Q_{iet,S} - Q_{iet,G}$$

Where:

- $Q_{Apk,cz,ref}$: Baseline Energy consumption for space heating and circulation losses, $MWh/year$
- $Q_{Apk,cz,S}^{Adj}$: Weather-adjusted energy consumption for space heating and circulation losses in the Settlement Period, $MWh/year$
- $Q_{iet,S}$: Energy Savings for space heating and circulation losses for the Settlement Period, $MWh/year$
- $Q_{iet,G}$: Energy Savings Guarantee for space heating and circulation losses, MWh
- BH_{iet} : Energy Savings Balance for the Settlement Period, MWh

- i. Fulfilment of the Energy Savings Guarantee: If the balance equal $BH_{iet} = 0.0MWh$ then the Contractor has fulfilled the Energy Savings Guarantee for the respective Settlement Period. In this case the Contractor does not own a refund to the Client.
- ii. Non-fulfilment of the Energy Savings Guarantee: If the balance is negative (BH_{iet} is a negative number) then the Contractor has missed his Energy Savings Guarantee for the respective Settlement Period and will refund the Client the negative balance calculated as follows:

$$C_G = BH_{iet} \times HT_S$$

Where:

- C_G : compensation for Non-fulfilment of the Guaranteed Energy Savings during the settlement period, EUR (excluding VAT)
- BH_{iet} : Energy Savings Balance for the Settlement Period, MWh
- HT_S : Average Thermal Energy Tariff during the Settlement Period calculated as the sum of the monthly Thermal Energy Tariffs during the Settlement Period divided by the number of months in the respective Settlement Period, EUR/MWh (excluding VAT)

The Parties shall settle the payment of the compensation (C_G) either through a one-off payment from the Contractor to the Client or by subtracting the compensation in equal amounts from the due payment of the Client to the Contractor distributed throughout the next Settlement Period. The Contractor has the right to select the preferred option; however for the last Settlement Period, after which the Agreement terminates, the Parties shall settle through a one-off payment.

- (c) Extra Performance

If the balance is positive (BH_{iet} is a positive number), then the Contractor has over-achieved his Energy Savings Guarantee and shall be entitled to retain any and all payments in lieu thereof. The extra performance shall be calculated as:

$$P_G = BH_{iet} \times ET_S$$

Where:

- P_G : extra performance of the guarantee during the settlement period, EUR (excluding VAT)
- BH_{iet} : Energy Savings Balance for the Settlement Period, MWh
- ET_S : Average Thermal Energy Tariff during the Settlement Period calculated as the sum of the monthly Thermal Energy Tariffs during the Settlement Period divided by the number of months in the respective Settlement Period, EUR/MWh (excluding VAT)

The Parties shall settle the payment for the extra performance (PG) either through a one-off payment of the balance from the Client to the Contractor or adding the outstanding balance in equal amounts to the due payment of the Client to the Contractor distributed throughout the next Settlement Period. The Client has the right to select the preferred option, however, for the last Settlement Period after which the Agreement terminates, the Parties settle through a one-off payment.

2. or the determination of the Energy Savings Guarantee and the determination of the fulfilment of the Energy Savings Guarantee the input data are determinate according to the General Terms and Condition of the Agreement for Measurement and Verification.

4 Domestic Hot Water Fee

1. Payment for domestic hot water is based on the actual consumption incurred by each separate Apartment Owner and duly recorded by separate calibrated meters installed for each of the Apartments.
2. The payment for domestic hot water is calculated on monthly basis based on the following formula:

$$Q_{ku}^m = \frac{V_m \times \rho_{ku} \times c_u \times (\theta_{ku} - \theta_{u, pieg})}{3600} \times HT_m$$

Where:

- V_m : Monthly domestic hot water volumetric consumption metered at the substation, m^3
 - ρ_{ku} : Water density corresponding to $985 kg/m^3$
 - c_u : Specific heat capacity of water corresponding to $4.1868 \times 10^{-3} J/kg^\circ C$
 - $\theta_{u, pieg}$: Cold water temperature from the water supply company, $^\circ C$
 - θ_{ku} : Hot water supplied temperature at the Building heat substation, $^\circ C$
 - HT_m : Thermal Energy Tariff applicable for the relative billing month, EUR/MWh
3. Measurement and Verification: Cold water and Hot water supplied temperature are determinate according to the General Terms and Condition of the Agreement for Measurement and Verification.
 4. The Client duly acknowledges that all changes or modifications in the Energy Tariff are applicable towards the fee for hot water immediately upon their adoption by the respective Regulator or the applicable towards the case authority and shall apply from the date of their ratification and entering into force to the manner pursuant to which the calculations of the fee for heating are executed.
 5. The Contractor shall invoice the Manager of the Client for the total monthly Domestic hot water Fee on monthly basis. The Manager will invoice each separate Apartment Owners on individual water consumption basis.

Client

Contractor

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Mattig Management Partners s.r.o.

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