AMENDMENT AND RESTATEMENT AGREEMENT TO THE COOPERATION AGREEMENT NO. AA-010298-001

between the

MINISTRY OF ENERGY OF THE REBPULIC OF MOLDOVA

the

NATIONAL CENTRE FOR SUSTAINABLE ENERGY

the

MOLDOVA ENERGY PROJECTS IMPLEMENTATION UNIT

and the

EUROPEAN INVESTMENT BANK

in respect of

Technical Assistance to the preparation and implementation of the Energy Efficiency project in Moldova

Chisinau, 7 July 2025

Luxembourg, 7 July 2025

This amendment and restatement agreement to the cooperation agreement no. AA-010298-001 (the "**Amendment and Restatement Agreement**") is entered into between:

The MINISTRY OF ENERGY OF THE REPUBLIC OF MOLDOVA, having its official address at 134a, Ştefan cel Mare şi Sfânt Boulevard, MD-2012 Chisinau, Moldova (the "**MoEn**", as legal successor to the Ministry of Infrastructure and Regional Development (MoIRD)),

The NATIONAL CENTRE FOR SUSTAINABLE ENERGY, having its official address at 38, str. Albişoara, floor No.4, MD-2005, Chişinau, Moldova, (the "**NCSE**", as legal successor to the Energy Efficiency Agency (EEA)),

The MOLDOVA ENERGY PROJECTS IMPLEMENTATION UNIT having its official address 1A, str. A Russo of. 163, MD–2068, Chisinau, Moldova (the "**MEPIU**"), and

The EUROPEAN INVESTMENT BANK, having its seat at 98-100, boulevard Konrad Adenauer, L-2950 Luxembourg, Grand Duchy of Luxembourg (the "**EIB**"),

each individually a "**Party**" and together, the "**Parties**"

WHEREAS:

1) The MoIRD, the EEA, the MEPIU and the EIB signed a cooperation agreement no. AA-010298-001 in respect of technical assistance to the preparation and implementation of the Energy Efficiency project in Moldova, dated 10 December 2021 (the "**Cooperation Agreement**").

2) The government of the Republic of Moldova recently informed the EIB i) that the oversight of the implementation of the Energy Efficiency project in Moldova (the "**Project**") was transferred from the MoIRD to the MoEn pursuant to a government decision No. 118/2023 of 7 March 2023 and, consequently, the rights and obligations of the MoIRD under the Cooperation Agreement have been transferred to the MoEn by operation of law, ii) that following a government decision dated 21 December 2023, the EEA had been merged into a new entity, the NCSE, and that iii) MEPIU was entrusted with the implementation of the public sector component of the Project, while NCSE was entrusted with the implementation of the residential sector component of the Project.

3) Consequently, the Parties now wish to amend and restate the Cooperation Agreement in order to i) reflect the abovementioned governmental changes, and ii) extend the scope of the technical assistance under the Cooperation Agreement to cover the residential sector, in addition to the public sector buildings already covered by the Cooperation Agreement.

4) The Parties therefore decided to amend and restate the Cooperation Agreement, as follows.

Article 1 – Definitions and Interpretation

1.1. The terms defined in the Cooperation Agreement have the same meaning when used in this Amendment and Restatement Agreement. Moreover, the following definitions apply to the Amendment and Restatement Agreement:

"Amendment and Restatement Agreement"	means this amendment and restatement agreement, including its Annex.

SR R.S. M.B. NO.

"Cooperation Agreement"	has the same meaning as the one ascribed to this term in paragraph 1 of the preamble to this Amendment and Restatement Agreement.
"Amended and Restated Agreement"	Means the Cooperation Agreement, amended and restated as set out in the Annex.
"Annex"	means the annex to this Amendment and Restatement Agreement, containing the Amended and Restated Agreement.
"Date of Amendment and Restatement"	means the date on which this Amendment and Restatement Agreement is signed by the last of the Parties.

1.2. The Annex constitutes an integral part of this Amendment and Restatement Agreement and has the same effect as if its terms had been included directly in the body of the Amendment and Restatement Agreement. References to this Amendment and Restatement Agreement shall also include the Annex.

1.3. The titles used in this Amendment and Restatement Agreement are provided for informational purposes only and shall not be taken into account for the interpretation of the provisions to which they refer.

Article 2 – Novation

2.1 The Parties acknowledge that as a result of the transfer of competences from the MoIRD to the MoEn pursuant to the abovementioned Moldovan government's decision no. 118/2023 of 7 March 2023, all of the MoIRD's rights, obligations and liabilities under the Cooperation Agreement have been fully transferred to the MoEn by operation of law, as from the effective date of such decision.

2.2 The Parties acknowledge that as a result of the merger of the EEA into the NCSE, all of the EEA's rights, obligations and liabilities under the Cooperation Agreement have been fully transferred to the NCSE by operation of law, as from the effective date of such merger.

Article 3 – Restatement of the Cooperation Agreement

With effect as from the Date of Amendment and Restatement, the Cooperation Agreement is amended and restated in the terms set out in the Annex, so that as from such date, the rights and obligations of the parties to the Amended and Restated Agreement shall be governed by the provisions of the Amended and Restated Agreement and shall be interpreted in light of such provisions.

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The Parties hereto have caused this Amendment and Restatement Agreement to be executed on their behalf in five (5) originals in the English language, of which one (1) for the MoEn, one (1) for the NCSE, one (1) for the MEPIU and two (2) for the EIB.

For and on behalf of the

MINISTRY OF ENERGY

Dorin JUNGHIETU

Minister

Date: 7/7/2025

For and on behalf of the

NATIONAL CENTRE FOR SUSTAINABLE ENERGY

Manole BALAN

Deputy Director

Date: 7/7/2025

For and on behalf of the

MOLDOVA ENERGY PROJECTS IMPLEMENTATION UNIT

Ruslan SURUGIU

Interim Director

Date: 7/7/2025

For and on behalf of the

EUROPEAN INVESTMENT BANK

Lionel RAPAILLE

Director

EIB Global

Date: 07/07/2025

Carolina VENTO SÁNCHEZ

Head of Division

Legal Department

Date: 04/07/2025