

To: **Romanian Financial Supervisory Authority (ASF)**
Bucharest Stock Exchange (BVB)
London Stock Exchange (LSE)

Current report in compliance with the Law 24/2017 on issuers of financial instruments and market operations, ASF Regulation no. 5/2018, and the Bucharest Stock Exchange Code

Report date: **14 October 2021**

Company name: **Societatea Energetica Electrica S.A. (Electrica)**

Headquarters: **9 Grigore Alexandrescu Street, 1st District, Bucharest, Romania**

Phone/fax no.: **004-021-2085999/ 004-021-2085998**

Fiscal Code: **RO 13267221**

Trade Register registration number: **J40/7425/2000**

Subscribed and paid in share capital: **RON 3,464,435,970**

Regulated market where the issued securities are traded: **Bucharest Stock Exchange (BVB) and London Stock Exchange (LSE)**

Significant events to be reported: Transactions with related parties according to Art. 108 of Law No. 24/2017 - Signing of the Intragrup Credit Agreement concluded by Societatea Energetica Electrica S.A. (Electrica/ELSA) and Distributie Energie Electrica Romania S.A. (DEER)

Electrica informs its shareholders and investors about the signing, on 12 October 2021, of the Intragrup Credit Agreement concluded by Electrica with DEER. The agreement is valid until 12 October 2029. The amount that can be borrowed by DEER within the agreement is up to RON 246,325,000. The purpose of granting the loan is the partial repayment of the bank loans contracted by the distribution operators within the Electrica Group in 2016 for the financing of the investment plan for 2016.

Details regarding the Agreement concluded by Electrica, as Lender, with DEER as Borrower, containing information on the date of conclusion, nature of the deed, description of its object, total value of the legal act, expiration date, receivables and mutual debts, guarantees, the stipulated penalties, the terms and the payment modalities are presented in Annex 1.

Details regarding the rest of the transactions already concluded in the period 1 January – 12 October 2021, which, individually or cumulatively, did not meet the requirement provided in art. 108 of Law no. 24/2017, but which cumulated with the transaction presented in Annex 1 lead to exceeding the threshold of 5% of Electrica's net assets, according to Electrica's individual financial statements for 2020, are presented in Annex 2.

CEO

Georgeta Corina Popescu

Annex 1: Details of the intragroup credit agreement concluded between Electrica and DEER on 12 October 2021, of the kind listed in Art. 108 of Law No. 24/2017

Lender: Electrica

Borrower: DEER

Agreement Type and No., execution date	Scope of the agreement	Amount (RON th.)	Date of entry into force	Expiry date	Guarantees (RON th.)	Penalties	Payment due dates and payment methods
Loan Agreement no. 67/ 12 Oct 2021	Loan	246.325	12 October 2021	12 October 2029	N/A	In case of non-payment at maturity of the loan (total or partial), ELSA reserves the right to charge delay penalties in the amount of 0.01% for each day of delay, for the period between the day following the maturity of the borrowed amount and the date of its actual payment.	The interest rate due is 3.51% p.a. The interest will be paid every six months, based on the notification issued, in the first days of the current semester, for the previous semester. The calculated and due interest is paid within 30 days from the end of the semester for which the amount is due.

Due and not due mutual receivables of DEER to ELSA at 11.10.2021: RON 6,624.62 th.

Due and not due mutual debts of ELSA to DEER at 11.10.2021: RON 31.36 th.

Annex 2:

Details regarding the transactions concluded by ELSA and DEER in the period 1 January – 12 October 2021 of the kind listed in Art. 108 of Law No. 24/2017

Agreement Type and No., execution date	Scope of transactions	Amount (RON th.)	Date of entry into force	Expiry date	Guarantees (RON th.)	Penalties	Payment due dates and payment methods
Guarantor: ELSA Beneficiary: DEER							
ELSA – DEER TN Contract no. 188 / 18 Oct 2016 ELSA – DEER TS Contract no. 192 / 18 Oct 2016 AD nr 1 / 28 Aug 2017 ELSA- DEER MN Contract nr. 194 / 18 Oct 2016 AD nr 1 / 30 Aug 2017	Guarantee facilities services	389.33	17 October 2016	during the credit agreement, respectively until 16 Oct 2021	N/A	In case of non-payment at maturity of the amounts executed and additional expenses, the beneficiary owes to the guarantor interest on arrears calculated on the amount remaining unpaid, in the amount of 0.01% / day, for each day of delay starting with the day following the due date and until the date of full payment. amounts due. The amount of the interest may not exceed the value of the amount on which they are calculated	The invoice is issued quarterly, in the first working days of the current quarter for the previous quarter. Payment is made within 30 days from the date of issue. If the invoice is due on a non-working day, payment can be made on the first working day after the due date.
Services provider: ELSA Beneficiary: DEER							
ELSA – DEER TN Contract no. 171 / 08 Jun 2018 AD no. 1 / 10 Dec 2018 AD no. 2/07 Dec 2018 ELSA – TS Contract no. 241 / 20 Sep 2017 AD no. 1 / 2017 AD no. 2/08 Feb 2018 ELSA – MN Ctr 266 /30 Oct 2017	Carrying out the necessary steps in order for the Bank to issue letters of bank guarantee to guarantee DEER obligations	82.65	8 June 2018 20 September 2017 30 October 2017	20 September 2017 31 December 2022	N/A	In case of registration of delays in the payment of invoices, the beneficiary owes interest for late payment in the amount of 0.01% / day of delay from the amount remaining unpaid, for the period between the day following the due date and the date of full payment of the debt.	The invoice is issued after the end of each calendar semester, in the first days of the following semester. Payment is made within 15 days from the date of communication of the invoice by e-mail / fax. If the invoice is due on a non-working day, payment can be made until the first working day after the due date.

Ancom Licence no. MT PMR 0211/2005 Ancom Decision no. TC/593/17 Feb 2021 Ancom Decision no. TC/1305/15 Mar 2021 Ancom Decision no. TC/3614/15 Jun 2021 Ancom Decision no. TC/6297/17 Sept 2021	Re-invoicing of radio frequency use services based on ANCOM decisions	465.89	15 December 2005	Undetermined	N/A	In case of non-payment of the spectrum use tariff, the beneficiary owes interest and penalties for delay according to the provisions art. 173, 174 and 176 of Law no. 207/2015 on the Fiscal Procedure Code.	The payment obligation becomes due on the 20th of the month following the one in which the ANCOM decision was issued, but not earlier than 15 days from the date of its communication.
Convention 94 / 29 Sept 2020	Re-invoicing HR services	100.25	29 September 2020	until the development and implementation of the acquired project	N/A	In case of non-payment of term invoices, penalties are due in the amount of 0.03% / day of delay.	The invoices issued are due within 15 days from their issuance.
Convention 11/ 15 Mar 2021	Re-invoicing consulting services	43.81	23 March 2021	until the expiration date of the consulting contract	N/A	N/A	Invoices are issued after the conclusion of the contract for the provision of consulting services. The invoices issued are due within 10 days from their issuance.
Contract nr 22/05 mai 2021	Re-invoicing legal services	65.85	11 February 2021	30 June 2021	N/A	In case of registration of delays in the payment of invoices, the beneficiary owes penalties in the amount of 0.04% / day of delay from the unpaid value.	The invoices issued are due within 30 days from their issuance.

ELSA – DEER TN Loan agreement no. 279/06 Nov 2017 AD no 2 / 20 Sept 2019 ELSA – DEER TS Loan agreement no. 281/06 Nov 2017 AD no 2 / 07 Feb 2019 ELSA – DEER MN Loan agreement no. 280/06 Nov 2017 AD no 2 / 05 Mar 2019	Interest related to the loan agreement	7,154.03	6 November 2017	6 November 2024	N/A	In case of non-payment at maturity of the loan, the beneficiary owes delay penalties in the amount of 0.01% for each day of delay, for the period between the day following the maturity of the borrowed amount and the date of its actual payment	ELSA will send a monthly information on the interest due monthly, resulting from the calculation as well as a half-yearly notification on the interest that will be paid every six months. The calculated interest will be paid semi-annually, for the previous semester, within 30 days from the end of the semester for which the amount is due.
ELSA-DEER TN Loan agreement no. 75/05 Apr 2018 AD no 2 / 20 Feb 2019 ELSA-DEER TS Loan agreement no. 73/05 Apr 2018 AD no 2 / 07 Feb 2019 ELSA-DEER MN Loan agreement no. 74/05 Apr 2018 AD no 2 / 05 Mar 2019	Interest related to the loan agreement	18,533.67	5 April 2018	5 April 2025	N/A	In case of non-payment at maturity of the loan, the beneficiary owes delay penalties in the amount of 0.01% for each day of delay, for the period between the day following the maturity of the borrowed amount and the date of its actual payment	ELSA will send a monthly information on the interest due monthly, resulting from the calculation as well as a half-yearly notification on the interest that will be paid every six months. The calculated interest will be paid semi-annually, for the previous semester, within 30 days from the end of the semester for which the amount is due.
ELSA-DEER TN Credit Facility no. 24 / 05 Feb 2020 ELSA-DEER TS Credit Facility no. 23 / 05 Feb 2020 ELSA-DEER MN Credit Facility no. 22 / 05 Feb 2020	Interest related to the credit facility	2,082.15	5 February 2020	20 December 2021	N/A	If either Party does not pay to the other Party any amount due by it, the amount due shall bear penalty interest equal to the current interest plus a margin of 0.5% p.a. This penalty interest will be applied to any amount due on the due date (including the respective date) until the date on which the full payment is made (exclusively).	The interest will be paid monthly, based on the interest ratio within a maximum of 8 calendar days from the end of each month.

Services provider: DEER Beneficiary: ELSA						
Contract no. 40/07 Jul 2021	IT and telecommunications services	26.35	13 July 2021	12 July 2022	N/A	<p>If the Provider fails to fulfill its obligations under the contract, or performs them late, then the Beneficiary has the right to invoice, as penalties, an amount equivalent to a percentage of 0.03% for each day of delay from the value of the unexecuted obligations, until the effective fulfillment of the obligations, without exceeding the value for which it is calculated. The penalties run from the date on which the Provider had to fulfill the obligations assumed by the contract, until the effective fulfillment of the obligations, without exceeding the value for which it is calculated. The Beneficiary will send a prior notification to the Provider.</p> <p>The invoice will be issued based on the Minutes of receipt of the services provided, signed by both parties. The Beneficiary undertakes to pay the price of the services provided, within 30 calendar days from the date of receipt of the invoice by e-mail.</p>

Total executed amount during 1 January – 12 October 2021: RON 28,943.98 th.

Due and not due mutual receivables of DEER to ELSA at 11.10.2021: RON 6,624.62 th.

Due and not due mutual debts of ELSA to DEER at 11.10.2021: RON 31.36 th.