Appendix 1

Plant Minimum Functional Specification

This Appendix 1 (*Plant Minimum Functional Specification*) will be prepared by the [Bidder] at the time of contract negotiations, subject to the approval of Offtaker.

It shall contain (with respect to the Plant only):

1 the technical specifications as set out in Part II of the RFP as supplemented by the Bidder with the following headings:

- Conceptual Plant Description;
- Scope of the Plant;
- Description of Systems and Major Equipment; and
- Design and Technical Requirements;

2 as Attachment A to this Appendix 1 (*Plant Minimum Functional Specification*), the performance guarantee data as required in Formsheet D of Part III of the RFP;

3 as Attachment B to this Appendix 1 (*Plant Minimum Functional Specification*), the design and performance data as required in Formsheet E of Part III of the RFP; and

4 as Attachment C to this Appendix 1 (*Plant Minimum Functional Specification*), the supplementary technical documentation. The supplementary technical documentation is to be supplied in a separate supplement (entitled Technical Supplement to the PPA) and will contain the technical base documentation of the Proposal. In Attachment C, the correspondence which forms the base of this Technical Supplement will be listed in the order of precedence as follows:

- Minutes of Meetings
- Correspondence
- Request for Proposal
- Proposal

Appendix 2

Implementation Schedule

This Appendix 2 (*Implementation Schedule*) will be prepared by the [Bidder] at the time of contract negotiations, based on the dates below and the implementation schedule and milestone data provided as part of the Bid in accordance with Formsheet I of the RFP, subject to the approval of Offtaker.

Plant

Milestone	Date
Scheduled Commercial Operation Date	2 April 2017

Offtaker Facilities

Milestone	Date
Scheduled Offtaker Facilities Completion Date	By 17 February 2017

Appendix 3

Minimum Insurance Requirements[1]

1 Definitions

Capitalised terms not otherwise defined in this Appendix 3 (*Minimum Insurance Requirements*) shall have the meanings given to them in Clause 1.1 of the Agreement.

2 General

The Generator shall obtain and maintain or cause to be obtained and maintained insurance policies from financially sound and reputable insurers (and, where appropriate reinsurers) that generally contain provisions which are reasonably standard in the international insurance market with respect to power generation facilities of a similar size, technology and location of the Plant. The insurance policies shall provide at least the types of insurance coverage and terms described in Clause 17 (*Insurances*) of the Agreement and in Section 3 of this Appendix 3 (*Minimum Insurance Requirements*), subject to the constraints of availability on commercially reasonable terms in the local, regional and/or international insurance market at the times such insurance is required to be obtained.

3 Insurance Coverage

3.1 Construction and Erection All Risks Insurance (CAR):

Coverage: This insurance shall cover physical loss of or damage to the permanent and temporary works of the Plant under construction by the Generator, the EPC Contractor(s) and/or subcontractors, including materials and equipment supplied for incorporation therein. The scope of coverage is to be "All Risks" subject to standard exclusions and sub-limits. Faulty design coverage is to be included to the extent available.

Amount Insured: 125% of replacement value of the Plant, preparatory works or the EPC Contract price subject to appropriate peril sub-limits.

Coverage Period: From the earlier of the notice to proceed under the EPC Contract or the Closing Date or from the commencement of construction activity at the Site or the Easement Land, including construction, testing and commissioning, until the later to occur of the expiry of the warranty period for the Plant.

[1] DEWA and its Advisors reserve the right to review and comment on, during bid evaluation, the detailed insurance provisions proposed by the Bidder.

3.2 All Risks Physical Damage Insurance (following Acts of Political Sabotage or Terrorism)

Coverage: This insurance provides indemnity against the costs to repair or replace insured property damaged by an act of political sabotage or terrorism. Policy wording is to dovetail with any exclusions under the policy wording for the Construction and Erection All Risks insurance.

Amount Insured: The higher of (i) maximum probable loss at the current costs; or (ii) the maximum cover available provided the cost of such cover does not exceed the cost of the foregoing cover at the date hereof (indexed based on the UAE Consumer Price Index).

Coverage Period: In parallel with the requirements of the Construction and Erection All Risks insurance.

3.3 Third Party General Liability Insurance

Coverage: This insurance shall cover legal liability for damage to property of or bodily injury to third parties arising out of the construction of the Plant.

Amount Insured: A minimum of USD20,000,000 per occurrence.

Coverage Period: From the commencement of construction activities at the Site or the Easement Land, the notice to proceed under the EPC Contract or the Closing Date, whichever is the earlier until the Commercial Operation Date plus the warranty period of the Plant.

3.4 Marine Cargo Insurance:

Coverage: This insurance shall cover physical loss of or damage to the materials, equipment, machinery, spares, supplies and other items for incorporation or consumption in the Plant occurring during transportation, including loading and unloading thereof to the Site or its vicinity until completion of final unloading. The scope of coverage is to be "All Risks" (and to include door-to-door transportation and to concealed damage) subject to standard exclusions and sub-limits.

Amount Insured: Replacement value of any item.

Coverage Period: From the earlier of the notice to proceed under the EPC Contract or the Closing Date until the end of all warranty periods under the EPC Contract.

3.5 All Risks Physical Damage Insurance during the operational phase:

Coverage: This insurance shall cover risk of physical loss or damage to the Plant, including, where relevant, machinery breakdown occurring during the period of insurance by any cause not otherwise excluded.

Amount Insured: 125% of replacement value of the Plant.

Coverage Period: From the Commercial Operation Date.

Indexation: Sums insured shall be adjusted annually based on the replacement value at the time of the adjustment with provision for escalation likely to reflect expected increases in such amount over the next year as determined by the Parties' mutual agreement or, in the event of a dispute, by the Independent Expert appointed in accordance with the provisions of Clause 26.2 (*Independent Expert*) of the Agreement.

3.6 All Risks Physical Damage Insurance (following Acts of Sabotage or Terrorism) during the operational phase

Coverage: This insurance provides indemnity against the costs to repair or replace insured property damaged by an act of (political) sabotage or terrorism. Policy wording is to dovetail with any exclusions under the policy wording for Construction and All Risks Insurance and All Risks Physical Damage Insurance.

Amount Insured: The higher of (i) maximum probable loss at the current costs; or (ii) the maximum cover available provided the cost of such cover does not exceed the cost of the foregoing cover at the date hereof (indexed based on the UAE Consumer Price Index).

Coverage Period: In parallel with the requirements of the All Risk Physical Damage Insurance.

3.7 Third Party Liability Insurance during the operational phase:

Coverage: This insurance shall cover legal liability for damage to property of or bodily injury to third parties arising out of the ownership, operation and maintenance of the Plant.

Amount Insured: A minimum of USD20,000,000 per occurrence.

Coverage Period: Annually during the Commercial Operation Period.

3.8 Automobile Liability Insurance:

Coverage: This insurance shall cover liability for damage to property of or bodily injury to third parties arising out of the ownership, use and maintenance of motor vehicles owned by the Generator.

Amount Insured: The amount required under the Law.

Coverage Period: Annually, from the earlier of the notice to proceed under the EPC Contract or the Closing Date until the expiry of the Term.

3.9 Workmen's Compensation Insurance:

Coverage: This insurance shall cover workmen's compensation for affected employees as required under the Law.

Amount Insured: The amount required under the Law.

Coverage Period: Annually, from the earlier of the notice to proceed under the EPC Contract or the Closing Date until the expiry of the Term.

Appendix 4

Conditions Precedent to Closing Date

1 Generator's Responsibility

It shall be a condition precedent to the Closing Date that each of the following is supplied to Offtaker, unless any such condition precedent is waived in writing by Offtaker:

1.1 the Development Security in favour of Offtaker substantially in the form set out in Appendix 5 (*Form of Development Security*);

1.2 true and complete and updated copies of the memorandum and articles of association, commercial registration certificate and trade licence of the Company, in each case, certified by an authorised representative of the [Bidder];

1.3 true and complete copies of resolutions adopted by the [Bidder]'s board of directors authorising the execution, delivery and performance by the [Bidder] of this Agreement, the Shareholders' Agreement, [the EPC Contract][2] and the PPA Novation Agreement, certified by an authorised representative of the [Bidder];

1.4 true and complete copies of resolutions adopted by the Company's board of directors authorising and/or ratifying the execution, delivery and performance by the Company of the PPA Novation Agreement, the Musataha Agreement, [the EPC Contract][3] and the O&M Contract, certified by an authorised representative of the Company;

1.5 true and complete copies of all Project Agreements executed by the [Bidder], the Company, the EPC Contractor, the O&M Contractor or the Financing Parties, as applicable, certified by an authorised representative of the Company;

1.6 true and complete copies of all Approvals listed in Appendix 12 (*Approvals*) which are required to have been obtained in the name of the Company by the Closing Date in connection with the performance of this Agreement and the other Project Agreements, certified by an authorised representative of the Company;

1.7 a true and complete copy of the RSB Licence, certified by an authorised representative of the Company;

1.8 a true and complete copy of the site condition survey or the site condition surveys certified by an authorised representative of the Company;

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[2] Signatory of the EPC Contract to be confirmed with the Bidder
[3] Signatory of the EPC Contract to be confirmed with the Bidder

1.9 each of the documents and agreements listed in Appendix 7 (*Documents to be Delivered after the Effective Date*) that are required to be delivered to Offtaker prior to the Closing Date in form and substance satisfactory to Offtaker;

1.10 a certificate from the Financing Parties, in form and substance satisfactory to Offtaker, confirming that all conditions to Financial Closing, but for the occurrence of the Closing Date, have been satisfied or waived;

1.11 true and complete copies of (i) the organisational documents of the EPC Contractor and (ii) the resolutions adopted by the EPC Contractor's board of directors or shareholders authorising the execution, delivery and performance by the EPC Contractor of the EPC Contract, certified by an authorised representative of the EPC Contractor;

1.12 true and complete copies of (i) all guarantees and bonds provided by or on behalf of the EPC Contractor in accordance with the EPC Contract and (ii) the full and unconditional notice to the EPC Contractor to proceed with construction in accordance with the provisions of the EPC Contract, certified by an authorised representative of the Company;

1.13 true and complete copies of (i) the organisational documents of the O&M Contractor and (ii) the resolutions adopted by the O&M Contractor's board of directors or shareholders authorising the execution, delivery and performance by the O&M Contractor of the O&M Contract, certified by an authorised representative of the O&M Contractor;

1.14 true and complete copies of (i) the parent company guarantee to be provided by the O&M Contractor's shareholder(s) in accordance with the O&M Contract, and (ii) all bonds provided by or on behalf of the O&M Contractor in accordance with the O&M Contract, certified by an authorised representative of the Company;

1.15 certificates of insurance evidencing to the satisfaction of Offtaker that the Insurance Policies and coverage required by Clause 17 to be in effect on the Closing Date are in full force and effect (excluding, for the avoidance of doubt, insurances applicable to the operation phase, operation of the Plant or the O&M Contractors); and

1.16 a legal opinion or legal opinions from qualified outside legal advisors of the relevant company concerning due constitution of the [Bidder], the Company, the EPC Contractor and O&M Contractor and the authorisation, validity, and enforceability of each of the Project Agreements to which each such person is a party, the form and substance of which shall be consistent with international project finance practice and reasonably acceptable to Offtaker.

[Other relevant conditions precedent to be added according to the nature of the [Bidder]'s bid.][4]

2 Offtaker's Responsibility

It shall be a condition precedent to the Closing Date that each of the following is supplied to the Generator, unless any such condition precedent is waived in writing by the Generator:

2.1 in relation to Offtaker:

(a) a copy, certified as true, complete and up to date by a duly authorised officer on behalf of Offtaker, of its constitutive documents**;**

(b) a certificate of a duly authorised officer on behalf of Offtaker attaching a true and complete copy of a board or shareholders' resolution or other necessary authorisations (if any) approving the execution, delivery and performance of each of:

(i) this Agreement;

(ii) the PPA Novation Agreement;

(iii) the Musataha Agreement;

(iv) the Shareholders' Agreement; and

(v) the Direct Agreements

(the "**Relevant Documents**"),

and authorising a named person or persons to sign, execute and deliver each of the Relevant Documents and any documents to be delivered pursuant thereto; and

(c) a certificate of a duly authorised officer on behalf of Offtaker, setting out the names and signatures of the persons authorised to sign on behalf of Offtaker each of the Relevant Documents and any documents to be entered into by Offtaker in connection with the financing of the Project, in each case, to which it is expressed to be a party and any documents to be delivered by it pursuant thereto;

2.2 the Relevant Documents and the Offtaker Credit Support duly executed and delivered on behalf of the Offtaker and the Dubai Government respectively, [any Financing Document required to be delivered by the Offtaker] and copies, certified as true, complete and up-to-date, of the Equity Bridge Loan documents arranged by it;

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[4] Requirements in respect of other agreements e.g. key subcontractors and suppliers e.g. for inverters and PV modules to be finalised - this list may be completed at the preferred bidder stage.

2.3 true and complete copies of all Approvals which are required to have been obtained in the name of Offtaker by the Closing Date in connection with the execution, delivery and commencement of performance of this Agreement and the transactions contemplated under it;

2.4 an opinion of Norton Rose Fulbright (Middle East) LLP with respect to (i) the capacity of Offtaker to enter into the Relevant Documents, and (ii) the due authorisation of the signatories for Offtaker of the Relevant Documents; and

2.5 an approval from the Dubai Government's Supreme Fiscal Committee approving the issuance of the Offtaker Credit Support.

3 General Conditions Precedent

It shall be a condition precedent to the Closing Date that by the Scheduled Closing Date, as such date may be extended pursuant to the terms of this Agreement, or such later date as the Parties hereto may agree in writing a closing certificate dated the Closing Date from each Party hereto in favour of the other Party to the effect that the representations and warranties of Offtaker and the Generator, as applicable, contained or incorporated by reference herein are true and correct in all material respects on and as of the Closing Date with the same force as though made on and as of the Closing Date.

Appendix 5

Form of Development Security

Dubai Electricity and Water Authority
PO Box 564
Dubai
United Arab Emirates

Place: Dubai

Letter of Guarantee No. _____
Date:_____

Whereas our client, [name of Bidder], (the "[Bidder]") [has entered into a Power Purchase Agreement with you dated [•] 2014 (the "Power Purchase Agreement")/ intends to enter into a Power Purchase Agreement based on your Letter of Award dated [•]] to develop a [•] MW power generation project at [•], Dubai, the United Arab Emirates, on a build, own and operate basis and to make available and supply to you energy output on terms and conditions agreed to between you and the Generator in the Power Purchase Agreement.

Once the Company has been formed, in accordance with the Shareholders' Agreement, the Power Purchase Agreement will be novated to the Company. For the purposes of this letter of guarantee, "Generator" shall mean (i) the [Bidder] prior to novation of the Power Purchase Agreement and (ii) the Company after such novation. We acknowledge and agree that this letter of guarantee is without recourse to the Company or you (as a Shareholder).

Capitalised terms not otherwise defined herein shall have the respective meaning ascribed to them in the Power Purchase Agreement.

We, [name of issuing bank], do hereby guarantee unconditionally and irrevocably to pay you, under one or more requests, claims or demands, the sums set out in Section 1 below, in accordance with the following terms and conditions:

1 Immediately upon receipt of your written request stating that:

(a) the Generator has failed to satisfy by the date specified therefor under the Power Purchase Agreement all of the conditions precedent to the Closing Date required to be satisfied by the Generator pursuant to the terms of the Power Purchase Agreement;

(b) you have given notice to the Generator to extend the duration of this guarantee or replace this guarantee in accordance with Clauses 4.2.1 or 4.3 of the Power Purchase Agreement, and the Generator has failed to deliver the extended guarantee or a

replacement guarantee to you within the time specified therefor in the Power Purchase Agreement;

(c) you have given notice to the Generator that it has failed to pay to you any liquidated damages due and payable by the Generator pursuant to the terms of the Power Purchase Agreement, which notice states the amount of such liquidated damages, and the Generator has failed to pay you such liquidated damages within seven (7) Days of such notice;

(d) Abandonment has occurred;

(e) you have given notice to the Generator that it has failed to pay you an amount owing under the Power Purchase Agreement (other than liquidated damages) within thirty (30) days of the relevant due date for payment, which notice states the amount owing, and the Generator has failed to pay you such amount within seven (7) Days of such notice; and/or

(f) you have notified the Generator requesting that it reimburse you in respect of insurance premiums paid by you under [Clause 17.4.3] of the Power Purchase Agreement, and the Generator has failed to so reimburse you within seven (7) Days of such notice, and stating the amount of such reimbursable insurance premiums,

notwithstanding any objection of the Generator or of any other person, we shall pay you (i) the sum stated in Dirhams in the relevant request in the case of a claim under Sections 1(c), 1(e) or 1(f) above, or any other amount(s) you may demand, provided that such amount(s) shall not exceed a total of 15 million Dirhams (AED 15,000,000) (the "Guaranteed Amount"), and (ii) the balance of the Guaranteed Amount, in the case of a claim made under Sections 1(a), 1(b) or 1(d) above, by transfer to your account with any bank in the United Arab Emirates, or by any other method which is acceptable to you.

2 Any payments made upon your request shall be net and free of and without any present and future deductions such as for the payment of any taxes, executions, duties, expenses, fees, deductions or retentions regardless of the nature thereof or the authority levying the same.

3 The undertakings in this guarantee constitute direct, unconditional and irrevocable obligations on our part. We shall not be exonerated from all or any part of such obligations for any reason or cause whatsoever, such as changes in the terms and conditions of the Power Purchase Agreement or change in the scope of the project or nature of the work required to be executed by the Generator or the failure to perform or the carrying out of any act or procedure by you or by a third party that would exempt or release us from our obligations and liabilities stipulated in this guarantee.

4 No request, claim or demand by you under this guarantee shall prejudice your right to make further requests, claims or demands hereunder.

5 This guarantee shall remain valid and effective until date falling [•][5]months from the date of the Development Security. According to the terms of this guarantee, if you give us a written and signed notice on or before the date of expiration of this guarantee or any subsequent extension thereof pursuant to the stipulation to extend the guarantee, we shall: (i) automatically extend the guarantee for the period requested (provided any one (1) extension shall not exceed three hundred and sixty five (365) Days) from the original date of expiration of this guarantee or from the expiration date of the extension(s) which may have been subsequently made as indicated in the request for extension, or (ii) pay you the undrawn amount of this guarantee.

Any dispute concerning this guarantee will be settled by the competent authorities of the United Arab Emirates in accordance with the laws of Dubai and the United Arab Emirates.

Authorised signatories

[5] To cover the period from the Effective Date of the PPA until the earlier of ninety (90) Days after the Long-Stop Date and thirty (30) Days after Commercial Operation Date.

Appendix 6

Testing

CONTENTS

Tab No. **Page No.**

1 Definitions and Interpretation

1.1 Definitions

The following capitalised terms used in this Appendix 6 (*Testing*) shall have the following meanings:

"**Acceptance Requirements**" means the Acceptance Requirements as further described in Section 8;

"**Actual Energy Output**" has the meaning given to it in Section 1.1 of Appendix 10 (*Calculation of Payment*);

"**Actual Performance Ratio**" shall be calculated in accordance with Section 7.3(a);

"**Annual Performance Ratio Test**" means the testing conducted by the Generator to determine the Performance Ratio of the Plant, as further described in Section 9;

"**Capacity Test**" means the testing conducted by the Generator to determine the Installed Capacity of the Plant, as further described in Section 4;

"**Commercial Operation Date Application**" has the meaning given to it in Section 7.5(a);

"**DCS**" means the Distributed Control System of the Plant;

"**Factory Acceptance Tests**" means any inspections or tests to be performed by the Generator on the major equipment and systems intended to form part of the Plant;

"**Final Performance Test Report**" means the final report on the results of the Performance Tests to be delivered by the Generator to Offtaker in accordance with Section 2.9;

"GPOA" means global plane of array irradiation [kWh/m²];

"**Guaranteed Performance Ratio**" means the performance ratio guaranteed by the Generator for each Contract Year of the Term and as provided in Table 1;

"**IEC**" has the meaning given to it in Section 2.6(a)(iv);

"**Interruption**" has the meaning given to it in Section 6.2(a)(ii);

"**Installed Capacity**" shall be calculated in accordance with Section 4.1(d);

"Letter of Release" means the letter as defined in Section 3.3;

"**Mechanical Completion**" means when the Plant has Passed the Mechanical Completion Tests;

"**Mechanical Completion Certificate**" means the certificate issued by the Generator after successful execution of the Mechanical Completion Tests;

"**Mechanical Completion Tests**" means all mechanical tests, and inspections to be performed by the Generator once the construction of the Plant has been completed as further described in Section 4;

"**Minimum Acceptance Requirements**" means a Performance Ratio of at least 95% of the Estimated Performance Ratio (on monthly basis);

"**On-Site Tests**" means all tests to be performed by the Generator on the Plant at the Site, including the Acceptance Tests;

"**Performance Guarantee**" has the meaning given to it in Section 9.4;

"**Performance Ratio**" means the ratio of the actual and theoretically possible (at STC) energy outputs of the Plant;

"**Performance Test**" means the tests to be performed by the Generator to determine the actual Performance Ratio of the Plant as further described in Section 7;

"**Reliability Run**" means the tests to be performed by the Generator as further described in Section 6;

"**SCADA**" has the meaning given to it in Section 1.1 of Appendix 8 (*Interconnection Conditions*);

"SCMS" means the substation control and monitoring system of the Offtaker;

"**Start-up Tests**" means the start-up and operational testing to be performed by the Generator as further described in Section 5;

"**STC**" means standard test conditions light spectrum according to AM 1.5, global irradiance 1000 W/m², module temperature 25°C;

"**Test Schedule**" has the meaning given to it in Section 2.1(b); and

"**Transmission Control Centres**" has the meaning given to it in Section 1.1 of Appendix 8 (*Interconnection Conditions*).

1.2 Interpretation

Unless otherwise specified in this Appendix 6 (*Testing*), any reference to a "**Section**" shall be a reference to the relevant Section in this Appendix 6 (*Testing*).

2 General

2.1 Test Procedures

(a) The Generator shall develop "**Test Procedures**" for the Acceptance Tests for the Plant in accordance with Appendix 1 *(Plant Minimum Functional Specification)* and this Appendix 6 (*Testing*).

(b) At least ninety (90) Days prior to the proposed commencement of the first On-Site Test to be carried out by the Generator on the Plant, in accordance with this Appendix 6 (*Testing*), the Generator shall submit to Offtaker all Test Procedures for the On-Site Tests to be carried out on the Plant, in accordance with this Appendix 6 (*Testing*), which shall include but not be limited to:

(i) test schedule for all On-Site Tests, including the scheduled dates and times for all On-Site Test ("**Test Schedule**");

(ii) test standards;

(iii) type of inspection and On-Site Tests;

(iv) check lists;

(v) description of instrumentation to be used during the On-Site Tests and the On-Site Test results. All test instruments shall be provided with up-to-date valid calibration certificates issued by an independent testing laboratory. The difference between the certification date and the actual On-Site Tests start date shall not be greater than one (1) year.

(vi) list of the On-Site Tests which are to be witnessed by third parties and the identity of such third parties;

(vii) quality control procedures;

(viii) Generator/Contractor manpower allocation and deployment schedule for performing the On-Site Tests;

(ix) criteria, which if met or exceeded, would result in the relevant On-Site Test being considered to have been Passed, including those criteria specified in this Appendix 6 (*Testing*); and

(x) forms of On-Site Test records and reports.

(c) Offtaker may, within forty-five (45) Days after receipt of the relevant Test Procedures, request the Generator to amend the Test Procedures to include additional tests (and the Generator shall give effect to any such request), which in the opinion of Offtaker should be carried out to establish that the Plant is installed and capable of being operated according to the design, performance and operation requirements specified in Appendix 1 *(Plant Minimum Functional Specification)* and is capable of attaining the requirements of this Appendix 6 (*Testing*).

(d) If the Parties are unable to agree upon such additional tests within ten (10) Days of the Generator's receipt of Offtaker's request, the Dispute shall be referred to the Independent Expert for resolution pursuant to Clause 26.2 provided that the Generator shall be entitled to proceed with the On-Site Tests under its proposed Test Procedures pending resolution of such matter.

(e) No On-Site Test or Factory Acceptance Tests required to be performed under this Appendix 6 (*Testing*) shall be performed without agreed Test Procedures.

2.2 Test Programme

(a) The overall testing programme for the Project shall consist of the following:

(i) Factory Acceptance Tests;

(ii) Mechanical Completion Tests (including the Capacity Test);

(iii) Start-up Tests;

(iv) Reliability Run;

(v) Performance Tests; and

(vi) Annual Performance Ratio Tests.

(b) The Generator shall give Offtaker a schedule for all Factory Acceptance Tests at least ninety (90) Days before the commencement of the Factory Acceptance Tests.

2.3 Changes to the Test Schedules

(a) If the Generator wishes to change the dates or times for (A) any Factory Acceptance Test set out in a schedule provided under Section 2.2(b) or (B) any On-Site Tests set out in a Test Schedule, the Generator shall give notice to Offtaker as follows:

(i) for changes to any Factory Acceptance Tests, at least fifteen (15) Days prior notice; and

(ii) for changes to any On-Site Tests, at least ten (10) Days prior notice.

(b) Any notice given under this Appendix 6 (*Testing*) shall be given before 2.00 pm on a Business Day, otherwise it shall be deemed to have been given on the following Business Day.

(c) All On-Site Tests (other than the Reliability Run) shall take place on a Business Day between 8.00am and 6.00pm, provided that where an On-Site Test has started during normal working hours and has extended beyond normal working hours, it shall be acceptable to complete such On-Site Test outside normal working hours on such Business Day.

2.4 Right to Witness

Offtaker reserves the right to witness, and have one or more representatives present during, all testing performed by the Generator on the Project, including all Factory Acceptance Tests and all On-Site Tests.

2.5 Dispatch during Acceptance Tests

Subject to Section 6.2(c), the Generator shall notify Offtaker at least three (3) Days in advance of the required load in connection with any Acceptance Tests and of the level and duration of such required load (including the hourly base load requirements for the duration of the Acceptance Tests) and Offtaker shall cause the Plant to be dispatched to allow the Generator to conduct such Acceptance Tests, subject always to the Dispatch Instructions and the IWPP Code. Such notice shall also declare a "Risk of Trip" (as defined in the IWPP Code) and shall categorise such Risk of Trip as being either high or low.

2.6 Carrying out of Acceptance Tests

(a) The Generator shall ensure that all On-Site Tests are carried out in accordance with:

(i) Test Procedures (including the Test Schedules, as amended from time to time);

(ii) IWPP Code;

(iii) Appendix 1 *(Plant Minimum Functional Specification)*;

(iv) Agreed standards of the International Electrotechnical Commission (**"IEC"**), International Organisation for Standardisation (**"ISO"**), Deutsches Institut für

Normung (**"DIN"**), British Standards (**"BS"**) and equivalent other relevant standards that may be requested by Offtaker; and

(v) Good Utility Practice.

2.7 Environmental Requirements

The Generator shall, in carrying out any On-Site Tests, ensure that the Plant comply with the requirements set out in Appendix 14 *(Environmental Requirements and Procedures)* and any failure to do so shall result in the relevant On-Site Tests not being Passed.

2.8 Uncertainty of the Tests

(a) A maximum permitted uncertainty for any test (except test involving solar irradiation measurement) to be valid shall be plus or minus one percent (±1%). For any tests requiring solar irradiation measurements, the maximum permitted uncertainty shall not be more than plus or minus three percent (±3%).

(b) The testing uncertainty shall only be a measure of the measurement accuracy of the test instrumentation and shall not be a tolerance or additional allowance on the pass/fail criteria.

2.9 Test Reports and Results

The Generator shall submit to Offtaker:

(a) all test reports and results in relation to any On-Site Test, other than the Final Performance Test Report, within ten (10) Days after completion of such On-Site Test;

(b) the Final Performance Test Report, within five (5) Days after completion of a Performance Test; and

(c) all Factory Acceptance Tests and Capacity Test reports, within within five (5) Days after completion of such respective tests,

including, in each case, where such On-Site Test, Factory Acceptance Test or Capacity Test has not been Passed.

2.10 Certification of On-Site Tests

(a) On each occasion when the Generator considers that it has Passed any of the following On-Site Tests in accordance with the relevant Test Procedures and this Agreement:

(i) Mechanical Completion Test (excluding the Capacity Test);

(ii) Start-up Tests;

(iii) Reliability Run; and

(iv) Performance Tests,

the Generator shall so notify Offtaker and request Offtaker to confirm that the relevant On-Site Test has been Passed, and shall provide Offtaker with all relevant supporting documentation.

(b) Within five (5) Days of receipt of each notice and all relevant supporting documentation from the Generator under Section 2.10(a), Offtaker shall:

(i) notify the Generator that the relevant On-Site Test has been Passed; or

(ii) notify the Generator of any failure to Pass any of the relevant On-Site Tests and the reasons therefor, in which case the Generator shall promptly rectify the cause of such failure and repeat the relevant On-Site Test(s), and the procedure in this Section 2.10 shall be repeated.

(c) If Offtaker fails to respond to the Generator's request under Section 2.10(a) within the period set out in Section 2.10(b), unless such period is extended by mutual agreement, then the Plant shall be deemed to have Passed the relevant On-Site Test.

(d) Without prejudice to Section 2.10(b), the Generator may proceed with the next On-Site Test in the Test Schedule immediately after giving notice to Offtaker under Section 2.10(a), notwithstanding that it has not received a response from Offtaker under Section 2.10(b).

3 Factory Acceptance Tests

3.1 The following items shall be inspected at the manufacturer’s premises prior to shipment:

(a) main step-up transformer;

(b) 132 kV underground cable;

(c) HV and MV switchgears; and

(d) inverters and Plant controller (if any).

3.2 In addition to type tests and tests according to relevant standards, the Factory Acceptance Tests of the inverters and the Plant controller (if any), shall comply with the requirements of this Agreement, Appendix 8 (*Interconnection Conditions*), Appendix 13 (*Interfaces*) and the IWPP Code.

3.3 If satisfactory, the factory inspection shall be concluded by the issue of a letter by the Generator ("**Letter of Release**"). However, the Letter of Release shall not release in any way the Generator from any of his obligations under this Agreement.

3.4 The Generator shall provide a copy of the Letter of Release to the Offtaker confirming compliance with the Factory Acceptance Tests.

4 Mechanical Completion Tests

Upon completion of the construction of the Plant, the Generator shall provide the report on construction completion to the Offtaker. The Offtaker will review the report and verify that the Generator has executed the construction of the Plant in accordance with the as-built drawings, and is compliant with applicable norms and standards.

4.1 Mechanical Completion Tests

(a) The Mechanical Completion Tests shall verify that the Plant has been built according to specifications and that there are no major technical shortcomings and visual defects. The Mechanical Completion Tests shall include:

(i) DC system inspection;

(ii) AC system inspection;

(iii) electrical equipment to interface/interconnection to Offtaker Substation;

(iv) proper laying of cables;

(v) installation of safety equipments such as surge arrestors, earthing;

(vi) inspection of mounting structure and tracking system, if any;

(vii) civil works;

(viii) mechanical systems i.e. HVAC, fire protection, drainage, etc.;

(ix) I&C systems i.e. DCS, telecommunication, SCADA and TCC1/TCC2 interface equipment, etc.;

(x) all works carried out to the applicable laws and standards;

(xi) proper connection and labeling of components;

(xii) installation of security systems such as fences, alarms etc.; and

(xiii) installation of meteorological measurement system.

(b) The purpose of the Capacity Test is the measurement of the real peak power of the PV modules to prove the effective power to be installed at the Plant and corresponding Installed Capacity. The Capacity Test shall be done before the modules are delivered to the Site (according to Appendix 1 (*Plant Minimum Functional Specification*)) and must be completed before the Mechanical Completion.

(c) For evaluating the Installed Capacity, a representative sample (according to Appendix 1 (*Plant Minimum Functional Specification*)) of PV modules to be installed in the Plant shall be chosen and sent for testing to an accredited laboratory (laboratory to be chosen by the Offtaker).

(d) Considering a number *m* of tested modules, the following formula shall be used for assessing the Installed Capacity in kWp:

$$\text{Installed Capacity} = \frac{\sum_m (P_n)}{1000 * m} \cdot N_{\text{mod}}$$

Where:

Pn = measured power in Wp per each tested modules in laboratory;

m = overall number of tested PV modules

n = each tested PV module; and

Nmod = total number of (to be) installed PV modules in the Plant.

(e) The Generator shall provide a Mechanical Completion Certificate to the Offtaker along with the Mechanical Completion Tests reports which shall be reviewed and verified by the Offtaker.

(f) The verification and approval of Mechanical Completion by the Offtaker pursuant to Section 4.1(a) above shall be mandatory before the start of any Start–up Tests, Reliability Run and Performance Tests.

5 Start-up Tests

5.1 Start-up Tests

The Start-up Tests shall be performed once Mechanical Completion is achieved. Start-up Tests are On-Site Tests. In some cases Start-up Tests can be carried out off-grid, in other cases they require energisation of the Plant. The Start-up Tests shall be performed according to requirements in IEC 62446 and IEC 60364-6.

The Start-up Tests shall include:

(a) Modules and DC start-up tests:

(i) continuity tests;

(ii) polarity tests;

(iii) earthing tests

(iv) PV string open circuit/short circuit tests;

(v) PV string I-V curve;

(vi) array insulation tests;

(vii) IR-camera tests;

(viii) SCADA test; and

(ix) test tracking mechanism under real conditions; backtracking capability, if applicable.

(b) Inverter start-up tests according to the manual/instructions of the inverter manufacturers. Inverters shall be tested under different operation modes:

(i) Loss of control power;

(ii) Loss of array;

(iii) Anti islanding;

(iv) Array utilization/maximum power point (**"MPP"**) tracking;

(v) Harmonic distortion;

(vi) Power factor;

(vii) Active/reactive power;

(viii) Closed loop plant controller; and

(ix) Test of basic network management functions (frequency and automatic voltage regulation).

(c) The Start-up Tests shall also include:

(i) Fire fighting system tests;

(ii) Fire protection system tests;

(iii) HVAC system tests;

(iv) Pre-energisation tests;

(v) Protection systems/settings, in accordance with agreed design and the requirements of the power interconnection system;

(vi) Connection to the Transmission System and back energisation in accordance with Clause 8.1, Appendix 8 *(Interconnection Conditions)* and the IWPP Code;

(vii) Start-up and operational testing of the Plant's distributed control system, meteorological station, interface with SCMS and SCADA;

(viii) Initial synchronisation in accordance with Section 5, Clause 8.1, Appendix 8 *(Interconnection Conditions)* and the IWPP Code;

(ix) Demonstration of the capabilities of the Plant to operate at rated voltage and frequency and at power factors and reactive conditions as specified in Appendix 1 *(Plant Minimum Functional Specification)*; and

(x) High voltage equipment operation to verify and check high voltage electrical equipment according to the relevant IEC standards, comprising a minimum of:

(A) High voltage tests on the main circuits;

(B) Dielectric tests on auxiliary circuits;

(C) Measurement of resistance of the main circuit;

(D) Gas tightness test, if applicable;

(E) Partial discharge measurement; and

(F) Measurement of sulphur hexafluoride (SF_6) gas condition, if applicable.

6 Reliability Run

6.1 General

After the Generator has notified Offtaker that the Plant has Passed its Start-up Tests in accordance with Section 2.10(a) and, the Generator shall commence the Reliability Run in accordance with the Test Schedule.

6.2 Reliability Run

(a) Without limiting the Generator's other obligations under this Agreement, the Plant shall meet the following conditions to Pass the Reliability Run:

(i) The Plant shall operate continuously for a period of seventy-two (72) consecutive hours; and

(ii) No loss of availability ("**Interruption**") shall occur during the Reliability Run, except to the extent that the Generator demonstrates that such Interruption was due to causes beyond the Generator's responsibility or control.

(b) If an Interruption occurs during the Reliability Run, other than where such Interruption was due to causes beyond the Generator's responsibility or control, the Reliability Run shall be restarted.

(c) If an Interruption occurs during the Reliability Run due to causes beyond the Generator's responsibility or control, the Reliability Run shall be extended for a period equal to the duration of such Interruption, provided that, should the aggregate duration of all such Interruption(s) exceed six (6) hours, the Reliability Run shall be restarted.

7 Performance Tests

7.1 General

The purpose of the Performance Tests is to prove that the Plant is able to generate energy continuously and (considering a certain tolerances indicated below) with an Actual Performance Ratio in line with the monthly Estimated Performance Ratio, and adopting the same temperature correction.

7.2 Performance Test Conditions

(a) After the Generator has notified Offtaker in accordance with Section 2.10(a) that the Plant has Passed the Start-up Tests and Reliability Run, the Generator shall carry out the Performance Tests on the Plant in accordance with the Test Schedule.

(b) During the Performance Test, Offtaker shall make all efforts to maintain the frequency, load, power factor and Transmission System voltage steady.

(c) The Generator shall give Offtaker not less than seven (7) Days notice of the proposed date and time of the Performance Test for the Plant. Offtaker may, by notice to the Generator within seventy-two (72) hours of the Generator's notice, reschedule the date of the Performance Test for the Plant by up to five (5) Days from the date notified by the Generator and any resulting delay shall not be considered to be a Testing Delay or an Offtaker Failure.

(d) The tests shall last ten (10) consecutive Days, the following criteria shall be met:

(i) at least five (5) Days with irradiance measured on the plane of the array greater than 500 W/m² for three (3) contiguous hours

(ii) for at least five (5) days, the daily total irradiation on the plane of the array exceeds 4.5 kWh/m². For the avoidance of doubt, these days may be the same as those in the first condition (500 W/m² for three (3) contiguous hours)

(iii) In the event that the five (5) days are not reached with the required irradiation levels, the testing period will be extended until the irradiation criteria are achieved.

(iv) Availability of the PV Plant and the grid shall be 100%. In the event of unavailability, the testing period will be extended accordingly by the relevant number of days.

(e) The Performance Test will be carried out for a period of ten (10) consecutive days In the event that the Plant is not fully available for some time during the test period, the respective data set will be skipped and the test period will be extended in order to obtain a full set of data for an equivalent of ten (10) Days period with 100% availability.

(f) The Performance Test shall be repeated in case more than five (5) Days have been skipped except those Days, that where skipped due to circumstances that are not responsibility of Generator (e.g. where interruptions are caused by interruptions of Offtaker).

(g) Normal operation and maintenance of the Plant will be allowed during the Performance Test.

(h) A minimum threshold for the irradiance on the plane of the modules of 250W/m² shall be considered for the test. Measured intervals j with values below the threshold shall be excluded from the calculation.

7.3 Performance Test Procedure

(a) The Actual Performance Ratio (APR) shall be calculated as follows:

$$APR = \frac{\sum_j \left(AEO_j \cdot \left(1 - \frac{\beta}{100} \cdot \left(T\,\mathrm{mod} - Tmeas_j \right) \right) \right)}{\frac{P_{nom} \times \sum_j GPOA_j}{G_{STC}}}$$

Where:

AEO_j = Actual Energy Output as metered at the Electrical Delivery Point (in kWh) over each metering interval j;

j = a metering interval of 1 hour;

β = is the absolute value of the temperature coefficient from the module's data sheet (in %/°C);

GPOAj = Irradiation in kWh/ m² measured per each metering interval j with an on-site Pyranometer with an identical inclination than the modules. If the modules are tracked, also the pyranometer has to be tracked the same way;

APR = the actual performance ratio during the testing period;

TMeasj = the average module temperature measured during each Metering Interval j by the temperature sensors placed on the reverse side of the modules (in °C); and

TMod = the average monthly module temperature (in °C) expected as set out in Table 3 of Appendix 10 (*Calculation of Payment*).

Pnom = the sum of the nameplate rating of the modules at STC conditions;

G_{STC} = Irradiance at STC [1kW/m²]

In case of multiple measurement instruments (pyramometers, temperature sensors) installed at the Plant, the average value of the instruments shall be considered in the equation above.

(b) Without limiting the Generator's other obligations under this Agreement, the Plant shall meet the following conditions to Pass its Performance Tests:

(i) The transmission of all signals to SCMS and Transmission Control Centres TCC1/TCC2 as required by the IWPP Code and agreed by Offtaker is established; and

(ii) The Actual Performance Ratio achieves at least 95% of the respective monthly Estimated Performance Ratio. In case the measurement period covers Days in two different Months, then a weighted average (depending upon number of measurement Days in each Month) of the respective Estimated Performance Ratio shall be used. For the sake of clarity, no additional adjustment shall be made to the measured Actual Performance Ratio, in terms of measurement errors.

7.4 Performance Test Report

(a) Generator shall compile and submit test protocols, including all information necessary to evaluate the results, to Offtaker within the period defined in Section 2.9(b).

(b) The reports to be provided under Section 2.9 in relation to any Performance Tests shall include the data as recorded during the Performance Test, valid calibration certificates for all instrumentation used during the Performance Test.

7.5 Certification

(a) When the Generator is satisfied with the results of the Performance Tests, and:

(i) it has Passed the Factory Acceptance Tests, the Mechanical Completion Tests (including the Capacity Test), Start-up Tests and the Reliability Run;

(ii) it considers that it has Passed the Performance Test; and

(iii) it considers that it has satisfied the relevant Acceptance Requirements,

the Generator shall so notify Offtaker and request Offtaker to confirm that the Commercial Operation Date has been achieved, and shall provide Offtaker with all relevant supporting documentation (together, a "**Commercial Operation Date Application**").

(b) Within ten (10) Days of receipt of a Commercial Operation Date Application, the Offtaker shall either:

(i) confirm that the Commercial Operation Date has occurred if it agrees, acting reasonably, that the criteria set out in Sections 7.5(a)(i) to 7.5(a)(iii) have been satisfied; or

(ii) notify the Generator of any failure to achieve the criteria set out in Sections 7.5(a)(i) to 7.5(a)(iii) and the failure to achieve the Commercial Operation Date,

and the reasons therefor, in which case the Generator shall promptly rectify the cause of such failure and, to the extent necessary, repeat the Performance Test, and the procedure in this Section 7.5 shall be repeated.

(c) If Offtaker fails to respond to a Commercial Operation Date Application within the periods set out in Section 7.5(b), unless such period is extended by mutual agreement, Offtaker shall be deemed to have confirmed that the Commercial Operation Date has occurred.

(d) If Offtaker has given notice to the Generator in accordance with Section 7.5(b)(ii) and, upon receipt of the Final Performance Test Report, it is agreed or determined, that the Performance Test was not Passed, then:

(i) The Plant shall not be considered to have achieved the Commercial Operation Date; and

(ii) Generator shall repeat the Performance Tests and the procedure in Section 7.5 shall be repeated.

7.6 Dispute of Test Results

If Offtaker disputes the Performance Test results submitted by the Generator and such Dispute is referred to the Independent Expert for resolution pursuant to Clause 26.2 the Plant will be deemed commissioned at the Performance Ratio shown in the Performance Test report submitted by the Generator, until the final decision of the Independent Expert (or arbitration tribunal, as applicable) is rendered.

8 Acceptance Requirements

8.1 Acceptance Requirements

As a condition to achieving the Commercial Operation Date, the Generator shall notify Offtaker (together with all supporting documentation) that the following requirements (the "**Acceptance Requirements**") have been satisfied:

(a) all Approvals required for the operation of the Plant are in full force and effect;

(b) all studies required to have been carried out under Appendix 1 *(Plant Minimum Functional Specification)* have been completed;

(c) Model has been verified and approved in accordance with Appendix 15 *(The Invoicing Procedures)* and is available to Offtaker;

(d) communications infrastructure between the Plant and Offtaker have been successfully tested and are fully operational; and

(e) as-built documentation has been delivered to the Offtaker. The as-built documents shall be prepared according to IEC 62446 (minimum system document requirements) and shall include the following, but not be limited to:

(i) site layout, project layout, plot plan;

(ii) detailed single line diagrams;

(iii) technical specifications of components and relevant certificates;

(iv) relevant component warranties and guarantees;

(v) survey reports and studies;

(vi) safety requirements;

(vii) operation and maintenance manuals; and

(viii) all relevant Approvals.

9 Annual Tests

9.1 Purpose

(a) The Annual Performance Ratio Test shall be performed on an annual basis at the end of each Contract Year and shall compare the annual Actual Plant Performance Ratio against the annual Guaranteed Performance Ratio.

9.2 Test Procedure

(a) The Generator shall provide the annual value of Guaranteed Performance Ratio for each Contract Year of the Term of this Agreement. The annual Guaranteed Performance Ratio shall include the effect of the system degradation.

Contract Year	PR_G	Contract Year	PR_G
1		14	
2		15	
3		16	
4		17	
5		18	
6		19	
7		20	
8		21	
9		22	

10		23	
11		24	
12		25	
13			

Table 1: Guaranteed Performance Ratio (PR_G)

Note: The Guaranteed Performance Ratio as provided by the Bidder as part of its Proposal (Formsheet D).

(b) The annual Actual Plant Performance Ratio shall be evaluated based on the on site measurement and compared with the annual Guaranteed Performance Ratio value for respective Contract Year.

(c) The annual Actual Plant Performance Ratio calculation shall exclude those periods during which the Plant could not deliver electricity due to Risk Events.

(d) The annual Actual Plant Performance Ratio shall be calculated using the following equations over the past Contract Year:

$$PR = \frac{Y_f}{Y_r}$$

$$Y_f = \frac{AEO}{P_{Nom}} \qquad \frac{[kWh]}{[kWp]}$$

$$Y_r = \frac{GPOA}{G_{STC}} \cdot \frac{1}{\left(1 - \frac{\beta}{100} \cdot (T\,\mathrm{mod} - Tmeas)\right)} - \frac{\left[kWh/m^2\right]}{\left[kW/m^2\right]}$$

Where

Y_f = Final Plant yield (representing the number of hours that the system would need to operate at its rated output power P_{Nom} to contribute the same energy to the grid as was monitored)

Y_r = Reference yield (representing the number of hours during which the solar radiation would need to be at STC irradiance levels in order to contribute the same incident energy as was monitored)

AEO = means the annual Net Electrical Energy injected into the grid at the Electrical Delivery Point during a complete Contract Year in [kWh];

P_{Nom} = the sum of the nameplate rating of the modules at STC conditions;

$GPOA$ = Annual irradiation measured on the module plane of array [kWh/m²]

G_{STC} = Irradiance at STC [1kW/m²]

β = is the absolute value of the temperature coefficient from the module's data sheet (in %/°C);

Tmod = the annual average module temperature (in °C) expected calculated from the values set out in Table 3 of Appendix 10 (*Calculation of Payment*); and,

Tmeas = the annual average module temperature in a Contract Year measured by the temperature sensors placed on the reverse side of the modules (in °C.

9.3 Test Results and Report

(a) The Generator shall compile and submit a test report, including all information reasonably necessary to evaluate the results, to Offtaker within thirty (30) Days after the end of each Contract Year.

(b) The report shall include the data as recorded during the past Contract Year, evaluation results along with the valid calibration certificates for all instrumentation used during the Annual Performance Ratio Test.

9.4 Annual Performance Ratio Test - Performance Guarantee

(a) To Pass the Annual Performance Ratio Test the Actual Plant Performance Ratio shall be:

(i) 70% or greater than 70% of Guaranteed Performance Ratio in the respective Contract Year; and

(ii) 85% or greater than 85% of the respective Guaranteed Performance Ratio for three consecutive Contract Years,

together the "**Performance Guarantee**".

(b) The Offtaker has the right to terminate this Agreement in accordance with Clause 21.4 of this Agreement if the Performance Guarantee is not met.

9.5 Certification

(a) Within twenty (20) Days of receipt of each test report and all supporting documentation from the Generator relating to Annual Performance Ratio Test, Offtaker shall notify the Generator that:

(i) it accepts the Annual Performance Ratio Test, as applicable, set out in the test report; or

(ii) it disputes the Annual Performance Ratio Test set out in the test report in accordance with Section 9.6 and the reasons therefor.

(b) If Offtaker fails to respond to a test report from the Generator within the period set out in Section 9.5(a), unless such period is extended by mutual agreement, Offtaker shall be deemed to have accepted the test report.

9.6 Dispute of Annual Performance Ratio Test Results

If Offtaker disputes the test results submitted by the Generator and such Dispute is referred to the Independent Expert for resolution pursuant to Clause 26.2, then the Plant will be deemed to have Passed the Annual Performance Ratio Test, until the final decision of the Independent Expert (or arbitration tribunal, as applicable).

Appendix 7

Documents to be Delivered after the Effective Date

This Appendix 7 (*Documents to be Delivered after the Effective Date*) will be prepared by the [Bidder] at the time of contract negotiations, as per Appendix 1 (*Plant Minimum Functional Specification*), subject to the approval of Offtaker.

It shall contain separate parts for (i) documents to be delivered before the Closing Date and (ii) documents to be delivered after the Closing Date (together with dates by which such documents must be delivered).

Appendix 8

Interconnection Conditions

CONTENTS

1 Definitions and Interpretation

1.1 Definitions

The following capitalised terms used in this Appendix 8 (*Interconnection Conditions*) shall have the following meanings:

"**Connection Equipment**" means the connection equipment to be procured, installed, owned, operated and maintained by Offtaker, as further described in Schedule 3;

"**DCS**" means the distributed control system of the Plant;

"**DEWA**" has the meaning given to it in the IWPP Code;

"DTS" means the dispatcher training simulator for DEWA grid operators;

"**Electrical Connection Site**" has the meaning given in the IWPP Code;

"**Emergency**" has the meaning given in the IWPP Code;

"**EMS**" means the energy management system used by DEWA to monitor, control, and optimize the performance of the generation and/or Transmission System;

"**Equipment**" means the connection equipment to be procured, installed, owned, operated and maintained by the Generator, as further described in Schedule 1;

"**Grantee**" has the meaning given to it in Section 4.8;

"**Grantor**" has the meaning given to it in Section 4.8;

"**HV**" means high voltage;

"**Main 1**" and "**Main 2**" means the redundant functionally equivalent protection system used in the Transmission System;

"**Maximum Power Output**" means the maximum active power output or export capacity of the Plant measured at the Electrical Delivery Point at any time, not exceeding 100 MW;

"**Operating Procedures**" has the meaning given to it in Section 4.2(a);

"**SCADA**" means the either the supervisory control and data acquisition systems of the Plant or Offtaker as the context may indicate; and

"**Transmission Control Centres**" has the meaning given to it in the IWPP Code.

1.2 Interpretation

Unless otherwise specified in this Appendix 8 (*Interconnection Conditions*), any reference to a "**Section**" or a "**Schedule**" shall be a reference to the relevant Section in, or Schedule to, this Appendix 8 (*Interconnection Conditions*).

2 Connection and Communication Equipment

2.1 Equipment to be supplied by the Generator

The Generator shall procure, install, test, commission, own, operate and maintain:

(a) the Equipment detailed in Schedule 1 in accordance with this Agreement and the technical requirements specified in the IWPP Code; and

(b) the SCADA in accordance with Appendix 1 (*Plant Minimum Functional Specification*) and Appendix 13 (*Interfaces*).

2.2 Connection Equipment to be supplied by Offtaker

Offtaker shall procure, install, test, commission, own, operate and maintain:

(a) the Connection Equipment detailed in Schedule 3 in accordance with this Agreement and the technical requirements specified in the IWPP Code; and

(b) the SCADA in accordance with Appendix 13 (*Interfaces*).

3 Connection

3.1 Right to Connect

The Generator shall, for the duration of the Term, have the right:

(a) for the Equipment to be and remain Connected (as defined in the IWPP Code) to the Transmission System at the Electrical Delivery Point; and

(b) to own, operate and maintain the Equipment.

3.2 Maximum Power Output

The Generator shall not operate the Plant such that the Plant active power output measured at the Electrical Delivery Point exceeds the Maximum Power Output save as expressly permitted or instructed by Offtaker, or as may be necessary or expedient in accordance with Good Utility Practice and provided that any such operation remains within the Operating Parameters (as defined in the IWPP Code) of the Plant.

3.3 Offtaker's Obligations

Offtaker shall:

(a) use reasonable endeavours to maintain the Connection Equipment at the Electrical Delivery Point in such condition as to enable the transmission of Net Electrical Energy up to the Maximum Power Output between the Equipment and the Transmission System; and

(b) accept Net Electrical Energy produced by the Generator in accordance with Dispatch Instructions into the Transmission System at the Electrical Delivery Point, provided that the Maximum Power Output is not exceeded at any time.

3.4 Generator Undertakings

The Generator undertakes to Offtaker that the Generator shall, at all times during the Term:

(a) co-ordinate Planned Outages with Offtaker in accordance with the IWPP Code; and

(b) notify Offtaker of any Forced Outage as soon as reasonably practicable after the occurrence thereof or after the Generator reasonably anticipates that such an Forced Outage shall occur.

4 Information, operating procedures and access

4.1 Information

Each Party agrees to provide the other Party with the information specified in Schedule 4 and in the IWPP Code as soon as reasonably practicable.

4.2 Operating Procedures for interface with Transmission System

(a) The Generator shall develop operating procedures for the operating interfaces between the Plant and the Transmission System, in accordance with this Section 4.2 of Appendix 8 (*Interconnection Conditions*) (the "**Operating Procedures**").

(b) The Operating Procedures shall:

(i) be based on the design parameters of the Plant and other requirements specified in Appendix 1 (*Plant Minimum Functional Specification*);

(ii) be consistent with the IWPP Code and Good Utility Practice; and

(iii) provide comprehensive procedures for all operational interfaces between the Plant and the Transmission System.

(c) The Generator shall submit a draft of the Operating Procedures to Offtaker no later than one hundred and twenty (120) Days prior to the Scheduled Commercial Operation Date.

(d) Within sixty (60) Days of its receipt thereof, Offtaker shall have the right to provide comments on the draft Operating Procedures.

(e) If, within such sixty (60) Day period, Offtaker does not provide any comments, the draft proposed by the Generator shall become the Operating Procedures.

(f) If Offtaker provides comments on the draft Operating Procedures within such sixty (60) Day period, the Generator shall, within thirty (30) Days of its receipt of such comments, either incorporate the requested changes to the draft Operating Procedures or request a meeting with Offtaker to discuss any outstanding requested changes. Any Dispute over the requested changes still not resolved within ten (10) Days following any such meeting between the Parties shall be referred to the Independent Expert for resolution pursuant to Clause 26.2.

4.3 Generator Right of Access

Offtaker hereby grants to the Generator (and its employees, authorised representatives or designees), free of charge, such rights of access to the Equipment on the Electrical Connection Site as the Generator reasonably requires to construct, install, test, operate, maintain, replace, modify or repair the same and to witness tests and calibration of the Equipment.

4.4 Offtaker Right of Access

The Generator hereby grants to Offtaker (and its employees, authorised representatives or designees), free of charge, such rights of access over the Site as Offtaker reasonably requires to:

(a) connect the Connection Equipment to the Equipment;

(b) construct, install, test, operate, maintain, replace, modify or repair the Connection Equipment situated or to be situated on the Site; and

(c) exercise its rights under, and ensure compliance with, the terms of this Agreement, the IWPP Code, its RSB Licence and the Law.

4.5 Security and Safety

(a) The Generator undertakes to Offtaker that it shall maintain and provide security and safety in relation to the Connection Equipment situated on the Site.

(b) Offtaker undertakes to the Generator that it shall maintain and provide security and safety in relation to the Equipment situated on the Electrical Connection Site.

4.6 Additional Rights

The rights of access granted pursuant to Sections 4.3 and 4.4 shall include the right to bring on to the Site or Electrical Connection Site, as applicable, such vehicles, plant, machinery and maintenance or construction materials as shall be reasonably necessary for the purposes of carrying out the activities in respect of which such access has been granted.

4.7 Obligation to Minimise Disruption

The Parties shall ensure that all reasonable arrangements and provisions are made and/or revised from time to time to facilitate the safe exercise of any right of access with the minimum of disruption, disturbance or inconvenience to both Parties.

4.8 Damage to Property

The grantee of any right of access (the "**Grantee**") shall when exercising its right of access with respect to the Site or Electrical Connection Site, as applicable, do so in accordance with Good Utility Practice and the other Party's (the "**Grantor**") safety regulations and procedures, and shall procure that all reasonable steps are taken in the exercise of such right to:

(a) avoid or minimise damage to the Grantor's land, or any other property thereon or therein; and

(b) cause as little disturbance and inconvenience as possible to the Grantor or other occupier of the Grantor's land,

and shall promptly make good any damage caused to the Grantor's land and/or such other property in the course of the exercise of such rights and shall indemnify the Grantor against all Claims arising out of such exercise.

4.9 No Interference

Each Party agrees that neither it nor its employees, authorised representatives or designees will interfere in any way with any of the other Party's assets without the consent of the other Party (unless reasonably necessary in Emergency Conditions (as defined in the IWPP Code) and Emergencies).

5 Plant Identification and Protection

5.1 Plant Identification

The Generator shall ensure that the Plant, from and including the HV terminals of the main step-up transformer and the connections up to the Electrical Delivery Point, shall be numbered in accordance with the requirements of the IWPP Code.

5.2 Protection Functions and Equipment

The Parties shall record the respective protection and control relays settings and fault clearance times in accordance with the IWPP Code and shall ensure that the Parties maintain these settings and clearance times throughout the Term in accordance with Good Utility Practice.

6 Electricity supply

Subject to Clauses 8.1.5 and 8.1.6, following initial energisation of the Plant in accordance with Clause 8.1.3, the Generator may utilise electricity from the Transmission System for the construction and/or operation of the Plant where it has received Offtaker's approval, which approval shall not be unreasonably withheld or delayed. Save as provided in Clause 8.1.6, the utilisation of such electricity by the Generator shall be subject to Offtaker's standard terms and conditions for industrial customers.

Schedule 1
Equipment

This Schedule 1 describes the Equipment to be designed, procured, installed, owned and maintained by the Generator.

The Equipment will be located at the Electrical Connection Site and will be as follows, but not limited to:

- 132 kV cable terminations of the HV-cables connecting the Plant to the Transmission System at the SF6 bushings of the 132 kV GIS;
- cable end of the FOC (Fibre Optic Cable) connecting the Plant with the ODF (Optical Distribution Frame) at the Electrical Connection Site;
- ODF (Optical Distribution Frame);
- protection relays for the 132kV feeders within the Offtaker Substation (to be installed in protection panel provided by the Offtaker);
- cable end of the signal cables connecting the Plant with the hard wired interface panel at the Electrical Connection Site; and,
- other Equipment described in Appendix 1 (*Plant Minimum Functional Specification*) or Appendix 13 (*Interfaces*).

Schedule 2

Responsibility for the control of the 132 KV Feeder Circuit Breaker

1 Control of 132 kV feeder circuit breakers

(a) Under normal operating conditions, Offtaker shall have the sole authority to operate all circuit breakers inside the Electrical Connection Site.

(b) The Generator shall not be able to open Offtaker's 132 kV feeder circuit breaker(s).

2 Notification of operation of the 132 kV feeder circuit breakers

Offtaker shall notify the Generator of the operation of all 132 kV feeder circuit breaker(s) that fall within the supervision of Offtaker at the Electrical Delivery Point, as well as coordinating the operation thereof with the Generator.

Schedule 3
Connection Equipment

1 General Arrangement and Scope

The Plant shall be connected to the Transmission System by the Connection Equipment constructed, owned and operated by Offtaker. The Connection Equipment shall consist of the following buildings and facilities:

- 132 kV Gas Insulated Switchgear (GIS) including control and protection equipment (refer to Schedule 5 of this Appendix 8;
- substation control and monitoring system with Remote Terminal Unit (RTU) for local control and remote control and monitoring;
- Electricity Metering System;
- 132 V switchgear hall;
- substation control and auxiliary building;
- concrete cable, trenches, ducts, pits, etc. up to the perimeter of the Offtaker Substation;
- communications equipment required to transmit information to the Transmission Control Centres;
- hardwired interface panel for communications between the Plant and the Transmission System;
- road, fences, outdoor lighting; and
- earthing and lightning protection.

Schedule 4
Exchange of Information

This schedule sets out the obligations and responsibilities of Offtaker and the Generator in relation to the supply of data and information to each other. It also lists the various categories of data and information to be exchanged between the Transmission System and the Plant. These requirements are in addition to the exchange of information detailed in the IWPP Code.

Particularly in the design, construction, commissioning and taking-over-phase the following data and information shall be given to each other.

1 Design Phase

1.1 The Generator to Offtaker:

(a) single line diagrams;

(b) technical main data electrical;

(c) plant load flow, short circuit and dynamic data (incl. diagrams);

(d) short-circuit current contribution;

(e) Plant step-up transformers data (including positive and negative impedances (R+jX), tap changer range and step, saturation curve and other data);

(f) overview diagram of the Plant protection system including settings;

(g) Plant distance protection settings – impedance, delay & intended zone of protection;

(h) Main 1 and Main 2 protections at the interface shall be segregated as follows:

(i) fibre optic cables for protection shall be a separate cable for Main 1 and Main 2 with a spare pair in each for protection.

(ii) control cables for Main 1 and Main 2 protections shall be a separate cable for each; and

(i) protection coordination studies for Plant step up transformer protection with Offtaker protection system.

1.2 Offtaker to the Generator:

(a) Electricity Metering System details;

(b) minimum and maximum Transmission System short-circuit power at the Electrical Delivery Point; and

(c) protection relay setting values as required by the Generator for its own protection system.

2 Construction Phase

2.1 The Generator to Offtaker:

Construction time schedule with milestones for the:

(a) system documentation;

(b) construction drawings (civil works, concrete foundations, etc.);

(c) interface signals terminal plans;

(d) list of proposed signals of DCS interfacing with SCADA system (signal exchange between DCS and Transmission Control Centre);

(e) protection block diagrams; and

(f) list of protection signals.

2.2 Offtaker to the Generator:

(a) construction time schedule with milestones for Connection Equipment; and

(b) protection block diagrams.

3 Commissioning

3.1 The Generator to Offtaker:

(a) all reports, procedures and test results required by the PPA, including:

(i) Performance Test report,

(ii) Equipments test report,

(iii) complete EMS/DTS data model forms (for each equipment), and

(iv) cable data;

(b) commissioning programs;

(c) inspection records e.g. Units, switchgear, protection, metering;

(d) actual technical main data based on commissioning;

(e) Plant, short circuit and dynamic data (incl. diagrams);

(f) short-circuit current contribution; and

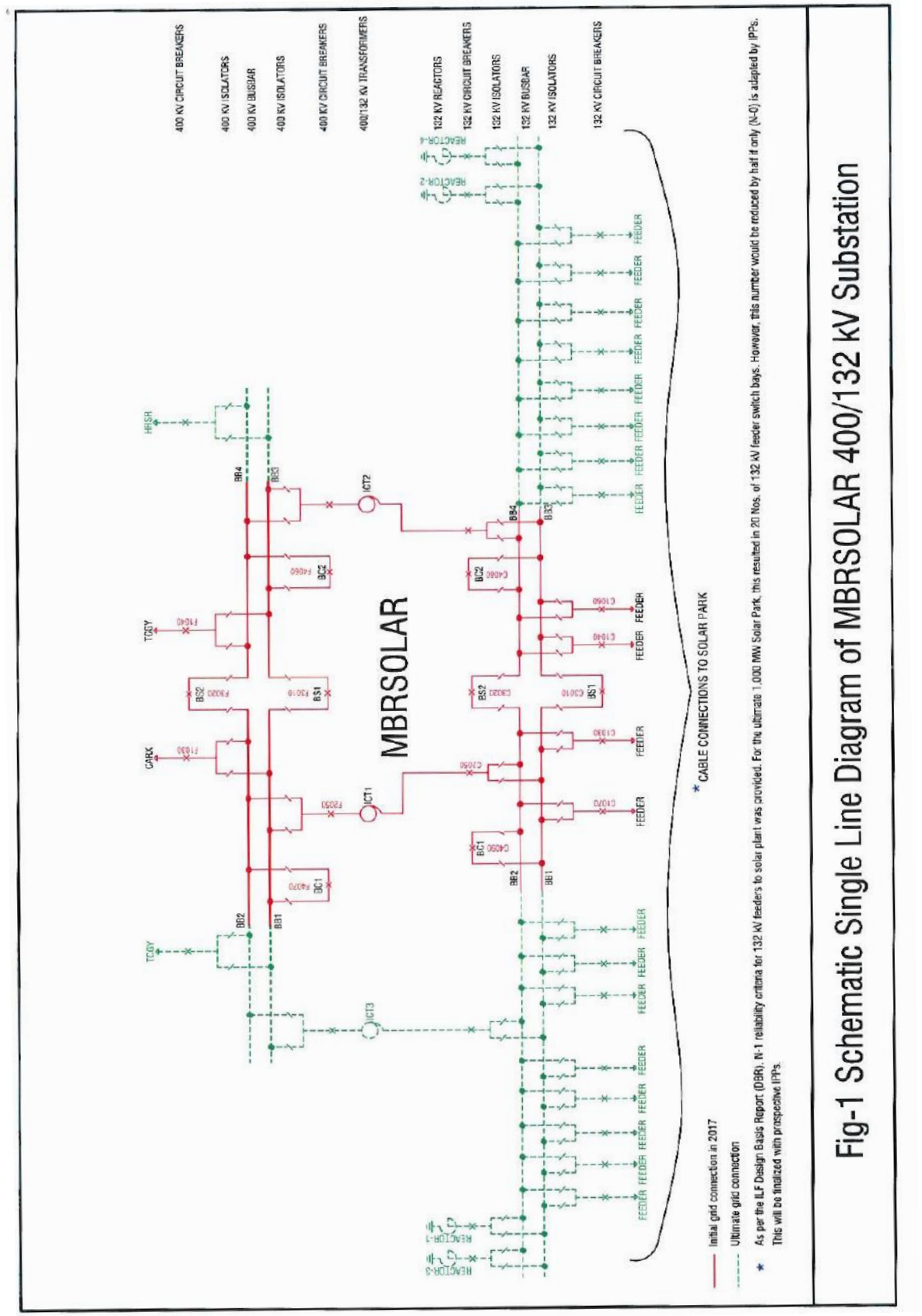
(g) Plant step-up transformers data (including impedances, tap changer, saturation curve and other data).

4 Steady State/Dynamic Models

The steady state and corresponding dynamic models for the Plant shall be compatible with the principles of PSS/E (Power System Simulator for Engineers from PTI) steady state/dynamic simulations. If one or more of the equipment/system models do not match with PSS/E's library, then the Generator shall develop and submit to Offtaker user written models which accurately model the equipment/system and compatible with PSS/E.

Schedule 5

Schematic Single Line Diagram of 400/132 KV Offtaker Substation



Appendix 9

Form of PPA Direct Agreement

DATED [•] 2014

DUBAI ELECTRICITY AND WATER AUTHORITY,
[COMPANY]

AND

[•]

Direct Agreement relating to the
100 MW SOLAR PHOTOVOLTAIC POWER PROJECT
PHASE II
POWER PURCHASE AGREEMENT

CONTENTS

Tab No. **Page No.**

THIS DIRECT AGREEMENT is made on [•]

BETWEEN:

(1) **DUBAI ELECTRICITY AND WATER AUTHORITY**, an authority established pursuant to Decree No. 1 of 1992 Concerning the Formation of Dubai Electricity and Water Authority, and its amendments("**Offtaker**");

(2) **[*Name of Company*]** a [private joint stock company] duly organised and existing under the laws of the Emirate of Dubai and the United Arab Emirates, with its registered office at [*insert commercial registration number*] and commercial registration number [•] (the "**Generator**"); and

(3) **[*Name of Bank*]** in its capacity as onshore security trustee for and on behalf of the Financing Parties, as defined below, (the "**Onshore Security Trustee**", which shall include its successors and assigns).

WHEREAS:

(A) The Generator and Offtaker have entered into the PPA in relation to the Project.

(B) Pursuant to the Financing Documents, the Financing Parties have agreed to make certain facilities available to the Generator for the purpose of financing in part the Project.

(C) It is a condition precedent to the financing being made available under the Financing Documents that direct rights under the PPA are granted to the Onshore Security Trustee on the terms of this Direct Agreement.

IT IS AGREED as follows:

1 Definitions and Interpretation

1.1 Definitions

Capitalised terms not otherwise defined in this Direct Agreement shall have the meanings given to them in the PPA. Except when the context requires otherwise, the following capitalised terms used in this Direct Agreement shall have the following meanings:

"**Additional Obligor**" means any of (a) the Onshore Security Trustee, (b) any liquidator, receiver, administrator, custodian or other similar official appointed pursuant to the Onshore Assignment Agreement or (c) a company which is controlled by any of the Financing Parties and is authorised under applicable Laws to carry on business in Dubai;

"**Assignment**" has the meaning given to it in Clause 2.1(a);

"**Assumption Date**" has the meaning given to it in Clause 5.1(a);

"**Bidder**" means [•], a [•], duly organised and existing under the laws of [•] with registered address at [•], and its principal office at [•];

"**Common Terms Agreement**" means the common terms agreement dated on or about [•] between, amongst others, the parties to the [Facility Agreement*/insert details of relevant documentation once confirmed*] (as the same may be amended, supplemented, novated or assigned from time to time);

"**Default Notice**" has the meaning given to it in Clause 2.1(b);

"**DIAC**" has the meaning given to it in Clause 26.3;

"**Direct Agreement**" means this direct agreement, including Schedule 1;

"**Dispute**" means a dispute, controversy, difference or claim between the Parties arising out of or in relation to this Direct Agreement;

"**Effective Date**" has the meaning given to it in Clause 6.4;

"**Enforcement Action**" means:

(a) the taking of any steps to wind up the Generator;

(b) the taking of any steps to appoint a liquidator, receiver, administrator, custodian or other similar official of the Generator or any part of its undertaking or assets;

(c) the taking of any steps to enforce any judgment or order in an amount exceeding US$200,000 (or its equivalent from time to time in other currencies) in relation to the PPA against the Generator or any of its assets that in the opinion of the Onshore Security Trustee may have a material adverse effect upon the Financing Parties' interests in the Project under the Financing Documents; or

(d) the taking of any steps to terminate, cancel or to accept as repudiated the PPA, or to suspend performance of any material obligation under the PPA;

"**Event of Default**" has the meaning given to it in the [Common Terms Agreement/ Facility Agreement];

["**Facility Agreement**" means the [US$] facility agreement dated on or about [•] between, amongst others, the Generator, [*insert name of bank group*] (as the same may be amended, supplemented, novated or assigned from time to time);]

"**Financing Documents**" means [*insert details of the relevant documents once confirmed*];

"**Financing Party**" means any person providing debt, any export credit guarantee or insurance cover, Islamic finance, hedging facilities, bond or capital market financing or refinancing (including any export credit loans) under the Financing Documents, and their permitted successors and assigns, including any agent or trustee for such person, but excluding (i) a Shareholder or its Affiliate(s) with respect to indebtedness constituting Equity, and (ii) any provider of Equity Bridge Loans and any hedging arrangements related to any such Equity Bridge Loans;

"**Novation Notice**" has the meaning given to it in Clause 6.1(a);

["**Onshore Account Bank**" has the meaning given to it in the [Common Terms Agreement], which expression shall include its successors and assigns;]

["**Onshore Assignment Agreement**" means the assignment agreement dated on or about the date of this Direct Agreement between the Generator and the Onshore Security Trustee;]

"**Party**'' means a party to this Direct Agreement and "**Parties**" shall be construed accordingly;

"**PPA**" means the Power Purchase Agreement dated [•] made between Offtaker and the Bidder, and as novated to the Generator pursuant to a novation agreement dated [•] in accordance with the terms thereof;

"**Purchase Notice**" has the meaning given to it in Clause 6.2(a);

Revival Date" has the meaning given to it in Clause 7;

["**Secured Obligations**" has the meaning given to it in the [Common Terms Agreement]];

["**Security Document**" means any document entered into from time to time granting any security interest for the purpose of securing all or any of the Secured Obligations to the Onshore Security Trustee as security trustee for the Financing Parties and any direct agreement in relation to the Project;]

"**Step-in Notice**" means a notice from the Onshore Security Trustee to Offtaker stating that an Additional Obligor is to become a party to the PPA;

"**Step-in Period**" means the period from and including the Assumption Date to and including the Step-out Date;

"**Step-out Date**" has the meaning given to it in Clause 5.3;

"**Substitute**" means any third party which is authorised to carry on business in Dubai and the UAE to which the Generator's rights and obligations under the PPA are novated under Clause 6.4;

"**Substitute Shareholders**" has the meaning given to it in Clause 6.1(b);

"**Suspension Period**" means the applicable period described in Clause 3.1;

"**Termination Notice**" has the meaning given to it in Clause 3.1(a)(ii); and

"**Transfer Certificate**" has the meaning given to it in Clause 6.4

1.2 Interpretation

The following rules of construction and interpretation apply to this Direct Agreement:

(a) a reference to a "**Clause**" is a reference to a clause of this Direct Agreement unless specified otherwise;

(b) unless specifically provided otherwise, the words "**herein**" and "**hereunder**", and words of similar import, refer to the entirety of this Direct Agreement and not only to the Clause in which such use occurs;

(c) "**including**" or "**includes**" shall be deemed to be qualified by a reference to "without limitation";

(d) a "**person**" includes any individual, company, corporation, firm, partnership, joint venture, association (whether a body corporate or an unincorporated association of persons) or any government institution, department or establishment and a person shall be construed as including a reference to its successors, permitted assigns and permitted transferees in accordance with their respective interests;

(e) reference to "**this Direct Agreement**" or any other agreement or document shall be construed as a reference to such agreement or document as amended, modified or supplemented and in effect from time to time and shall include a reference to any document which amends, modifies or supplements it, or is entered into, made or given pursuant to or in accordance with its terms;

(f) words importing the singular number include the plural and vice versa, and words importing a gender include the other gender;

(g) the descriptive headings in this Direct Agreement, including the cover page and table of contents, are for convenience of reference only and not for purposes of construction or interpretation of its provisions;

(h) periods of time refer to the Gregorian calendar and reference to a time of Day shall be construed as a reference to the time of Day in Dubai, UAE;

(i) where an obligation of a Party to make payment under this Direct Agreement, as a result of the calculation of time, falls on a Day other than a Business Day, such time for performance shall be extended to the next Business Day; and

(j) in the event of any inconsistency between any provision of this Direct Agreement and the provisions of the PPA, this Direct Agreement shall prevail.

2 Assignment

2.1 Notice of Assignment

The Generator hereby gives notice to Offtaker that:

(a) pursuant to the Onshore Assignment Agreement, the Generator has assigned by way of security to the Onshore Security Trustee all of its rights, title and interest in and to and the benefit of the PPA (the "**Assignment**");

(b) pursuant to the Onshore Assignment Agreement, the Onshore Security Trustee has agreed that, until such time as the Onshore Security Trustee notifies Offtaker that an Event of Default has occurred and is continuing unremedied (a "**Default Notice**"), the Generator may exercise all of its rights under the PPA;

(c) Offtaker is hereby authorised and instructed to make all payments due or which may become due in Dirhams from Offtaker under or arising from the PPA to the credit of the [*insert name of account*] [(as defined in the Common Terms Agreement)] (account code: [•]) held with the Onshore Account Bank or to such other account as the Onshore Security Trustee may from time to time direct by notice to Offtaker; and

(d) the authorities and instructions contained in Clause 2.1(c) cannot be revoked or varied without the prior written consent of the Onshore Security Trustee.

2.2 Acknowledgement of Assignment

By execution of this Direct Agreement, Offtaker hereby:

(a) acknowledges:

(i) receipt of the notice of the Assignment provided by the Generator pursuant to Clause 2.1 and confirms that it has not received any other notice relating to the rights, title and interest of the Generator in and to the PPA; and

(ii) that the Financing Parties have a personal interest in the Onshore Security Trustee being able to give notices under the PPA in accordance with Clause 2.2(c)(vi);

(b) consents to the making of such Assignment;

(c) undertakes:

(i) to observe and perform the obligations expressed to be assumed by Offtaker under the PPA in accordance with the terms thereof;

(ii) to deliver to the Onshore Security Trustee copies of all material notices and demands delivered by Offtaker to the Generator pursuant to the PPA;

(iii) after receipt of a Default Notice from the Onshore Security Trustee pursuant to Clause 2.1(b), to accept as valid any notices or demands given or made by the Onshore Security Trustee under or pursuant to the PPA in place of the Generator;

(iv) after receipt of a Default Notice from the Onshore Security Trustee pursuant to Clause 2.1(b), to accept performance of any of the obligations of the Generator under the PPA by an Additional Obligor as performance by the Generator;

(v) to pay any amount due from Offtaker to the Generator under the PPA in accordance with the provisions of Clause 2.1(c);

(vi) to accept that, if an Offtaker Event of Default or Offtaker Risk Event has been waived, settled, compromised or ignored by the Generator without the agreement of the Bidder or its nominee directors on the board of the Generator, the Onshore Security Trustee may nevertheless give to Offtaker notice under the PPA as if such Offtaker Event of Default or Offtaker Risk Event had not been waived, settled, compromised or ignored;

(vii) not to seek to claim that any notice given by the Onshore Security Trustee to Offtaker under the PPA is invalid merely by virtue of the insolvency or bankruptcy of the Generator; and

(viii) to deal with the Onshore Security Trustee in place of the Generator under clauses 21.4 (*Termination due to Event of Default*) and 21.5 (*Termination for a Prolonged Risk Event*) of the PPA (and any related provisions of the PPA) following the giving of a notice under the PPA to Offtaker; and

(d) confirms that, so far as it is aware, there are no outstanding breaches or defaults by Offtaker under the PPA.

2.3 Additional covenants and undertakings

(a) Save for all rights of set-off and counterclaim expressly provided for in the PPA, Offtaker waives all rights of set-off or counterclaim which Offtaker may have against the Generator or any of the Financing Parties in respect of any payments due by Offtaker under the

PPA and agrees to make all such payments free and clear of, and without any deduction for or on account of, any such set-off or counterclaim.

(b) Subject to Clause 5.2, Offtaker agrees and accepts that none of the Financing Parties shall have any obligations (whether in place of the Generator or otherwise) under the PPA.

(c) Offtaker agrees and accepts that the Onshore Security Trustee may disclose to each of the Financing Parties and their advisors such information as it may receive as a party to this Direct Agreement, provided that such Financing Parties and such advisors shall comply with the confidentiality obligations set out in Clause 10.6.

(d) Offtaker warrants that the PPA is in full force and effect, has not been amended or varied other than as contemplated herein, and Offtaker's obligations thereunder and under this Direct Agreement are legal, valid and binding and enforceable in accordance with their terms, except as the enforceability thereof may be limited by bankruptcy, insolvency, reorganisation, moratorium, other similar laws now or hereafter in effect relating to or affecting creditors' rights or the relief of debtors generally and by general principles of equity and public policy and the discretion of the court before which any proceeding therefore may be brought, whether enforceability is considered in a proceeding in law or equity.

3 Suspension

3.1 Suspension Period

Offtaker undertakes that

(a) subject to Clause 3.1(b), it shall not take any Enforcement Action until the expiry of a period of ninety (90) days after the later of:

(i) the date on which it is entitled to take such Enforcement Action; and

(ii) the date on which notice (a "**Termination Notice**") is given by Offtaker to the Onshore Security Trustee specifying Offtaker's intention to take such Enforcement Action and the events or circumstances which entitle it to do so; and

(b) in the event of a Generator Event of Default under clauses 21.2.4 or 21.2.5 (*Generator Event of Default*) of the PPA, it shall not take any Enforcement Action until the expiry of a period of thirty (30) days after the later of:

(i) the date on which it is entitled to take such Enforcement Action; and

(ii) the date on which a Termination Notice is given to the Onshore Security Trustee,

provided that, if during any Suspension Period:

(iii) a Step-in Notice has been delivered to Offtaker and the Onshore Security Trustee has commenced proceedings for the enforcement of all or part of the Financing Parties' security pursuant to any Security Document as is reasonably practicable under applicable laws during such period and such proceedings are diligently being pursued, then such period shall be extended until the date on which (A) an Additional Obligor has effectively assumed control of the Plant and the Site, and (B) an Additional Obligor becoming party to this Direct Agreement is entitled effectively to exercise all of the rights of the Generator as provided in Clause 5; or

(iv) a Novation Notice has been delivered to Offtaker, then such periods shall be extended until such time as the Substitute (A) has effectively assumed control of the Plant and the Site, and (B) is entitled effectively to exercise all of the rights of the Generator.

3.2 Enforcement Action

Offtaker undertakes:

(a) not to take any Enforcement Action in relation to the relevant event or circumstance if, at the end of the Suspension Period relating thereto:

(i) such event or circumstance no longer subsists;

(ii) in respect of any breach or default under the PPA, such breach or default has been remedied or if not capable of remedy, the events or circumstances giving rise to such breach or default are not continuing; and

(iii) any damages due and payable to Offtaker resulting from such breach or default and notified in accordance with Clause 4.1 have been paid or a bank guarantee or other assurance of payment satisfactory to Offtaker, acting reasonably, has been provided in respect of any damages which may become due and payable in respect of such breach or default; and

(b) to continue to comply with all of its obligations under the PPA in accordance with the terms thereof during any Suspension Period.

4 Outstanding Obligations

4.1 Statement of Outstanding Obligations

(a) Within ten (10) days after the date of any Termination Notice issued in connection with a Generator Event of Default under clauses 21.2.4 or 21.2.5 (*Generator Event of Default*) of

the PPA, Offtaker shall deliver to the Onshore Security Trustee details of all amounts due and payable to Offtaker under the PPA on or before the date of the Termination Notice but remaining unpaid on such date.

(b) Within thirty (30) days after the date of any Termination Notice issued in connection with a Generator Event of Default other than as referred to in Clause 4.1(a), Offtaker shall deliver to the Onshore Security Trustee details of:

(i) all amounts due and payable to Offtaker under the PPA on or before the date of the Termination Notice but remaining unpaid on such date; and

(ii) all outstanding claims by Offtaker under or pursuant to the PPA against the Generator whether arising out of or in connection with any breach or default or otherwise specifying:

(A) the provisions of the PPA under or in respect of which such claim arises;

(B) such information as is available to Offtaker in relation to the acts or omissions of the Generator giving rise to such claim;

(C) in respect of any breach or default, the steps which Offtaker considers are required to remedy such breach or default and the time which might reasonably be required to take such steps; and

(D) the amount of any monetary claim and the basis of calculation thereof.

4.2 Warranty of Accuracy

(a) Offtaker warrants to the Onshore Security Trustee that the statements submitted by it under Clause 4.1 shall be prepared with reasonable skill and care.

(b) Without prejudice to the warranty set out in Clause 4.2(a), the Onshore Security Trustee may appoint a firm of independent chartered accountants to verify (at the cost of the Generator) any statement submitted by Offtaker and Offtaker shall permit such firm to have access to and make copies of all relevant records, documents, data and accounting and other information not subject to legal (including, without a limitation, solicitor and own client) and other professional privilege which is reasonably required with a view to confirming the accuracy and completeness of such statements.

4.3 Conclusive Evidence

Without prejudice to the rights of Offtaker to pursue any claims against the Generator following the Revival Date (if any), no Additional Obligor or Substitute shall have any liability to Offtaker in respect of any claims by Offtaker arising before the Assumption Date which were not disclosed

by Offtaker pursuant to Clause 4.1, and an Additional Obligor and Substitute shall not have any liability in respect of such claims in excess of the amounts specified in relation thereto pursuant to Clause 4.1.

4.4 Overpayment

If the Onshore Security Trustee or any other Additional Obligor pays to Offtaker an amount which Offtaker is not entitled to receive under the PPA, Offtaker undertakes to repay such excess amount to the Onshore Security Trustee within ten (10) days of demand.

5 Step-in and Step-out

5.1 Step-in

(a) At any time:

(i) from (and including) the date of the occurrence of an Event of Default (while the same is continuing unremedied or unwaived) to the Revival Date (if any); or

(ii) during any Suspension Period,

the Onshore Security Trustee may deliver to Offtaker a Step-in Notice (the date of such notice, the "**Assumption Date**").

(b) On and from the Assumption Date:

(i) the Additional Obligor shall become a party to the PPA with all of the rights of the Generator thereunder and, save as provided in Clause 4.3, shall be jointly and severally liable with the Generator for all of its obligations thereunder whether arising before, on or after the Assumption Date; and

(ii) as between the Generator, Offtaker and the Additional Obligor, only an Additional Obligor shall be authorised to deal with the Offtaker and to exercise the rights of the Generator under the PPA, and Offtaker shall only be discharged of its obligations under the PPA to the extent that such obligations are performed in favour of the Additional Obligor.

5.2 Enforcement Action during Step-In Period

Without prejudice to Clause 3.1, during the Step-in Period, Offtaker shall not take any Enforcement Action in respect of events or circumstances arising before the Assumption Date other than:

(a) in respect of any amount due and payable by the Generator as at the Assumption Date which was disclosed by Offtaker pursuant to Clause 4.1 if such amount is not paid within thirty (30) days thereafter;

(b) in respect of any breach or default occurring prior to the Assumption Date which was disclosed by Offtaker pursuant to Clause 4.1 if such breach or default is not remedied or cured as soon as reasonably practicable after the Assumption Date taking due account of the nature of the breach or default and the cost required to effect a remedy or cure; or

(c) in respect of any breach or default occurring prior to the Assumption Date which is not remedied or cured in accordance with Clause 5.2(b), if amounts (if any) notified to the Onshore Security Trustee under Clause 4.1(b) as payable to Offtaker in respect thereof are not paid when due.

5.3 Step-out Date

An Additional Obligor may, at any time following the Assumption Date, give Offtaker notice terminating the Additional Obligor's obligations under the PPA as and from a date (the "**Step-out Date**") being a date falling not earlier than thirty (30) days after the date of the notice.

5.4 Release

On and from the earlier of the Step-out Date and the Effective Date, the Additional Obligor shall be released from all obligations under the PPA.

6 Novation

6.1 Proposal for Novation

(a) At any time:

(i) from (and including) the date of the occurrence of an Event of Default to the Revival Date (if any);

(ii) during any Suspension Period; or

(iii) during a Step-in Period,

the Onshore Security Trustee may give notice (a "**Novation Notice**") to Offtaker that it wishes a Substitute to assume the obligations of the Generator under the PPA.

(b) Any Novation Notice shall include details of (i) the proposed Substitute or shareholders in the proposed substitute ("**Substitute Shareholders**") and its or their qualifications, and (ii) the price the proposed Substitute or the Substitute Shareholders have indicated they will pay for the novation of the PPA.

6.2 Substitute Purchase Option

(a) Within thirty (30) Days of receipt of a Novation Notice, Offtaker may, by notice to the Onshore Security Trustee, request to purchase a share of up to fifty-one percent (51%) in the entity which is to act as the Substitute, subject to agreement on the terms and conditions of such acquisition (a "**Purchase Notice**"), in which case, following agreement on the terms and conditions of such acquisition, the Onshore Security Trustee shall make all necessary arrangements to ensure that the Substitute is incorporated, and shares in the Substitute are issued, to give effect to Offtaker's request in the Purchase Notice.

(b) If Offtaker gives the Onshore Security Trustee a Purchase Notice, the price payable for the shares in the Substitute shall be calculated on a pro-rata basis, based on the price proposed in the Novation Notice, provided that such price shall not be greater than the DEWA Equity Contributions (as such term is defined in the Shareholders' Agreement) to the Company.

6.3 Minimum Criteria for the Substitute or Substitute Shareholder(s)

Offtaker hereby agrees to any novation proposed in a Novation Notice, provided that the Onshore Security Trustee has reasonably demonstrated to Offtaker that the proposed Substitute or Substitute Shareholder(s) has:

(a) the legal capacity and authority;

(b) the relevant technical skills; and

(c) sufficient financial resources available to it,

to assume and perform the Generator's obligations under the PPA.

6.4 Novation

The novation contemplated in the Novation Notice shall, subject to Clause 6.3, be effected by the delivery to Offtaker of a duly completed and duly executed certificate substantially in the form of Schedule 1 (the "**Transfer Certificate**"), in which event, on the first Business Day after the date of delivery of such Transfer Certificate to Offtaker (the "**Effective Date**"):

(a) the Generator and Offtaker shall each be released from further obligations to the other under the PPA and their respective rights against each other shall be cancelled (such rights and obligations being referred to in this Clause 6.4 as "**discharged rights and obligations**");

(b) Offtaker and the Substitute shall each assume obligations towards each other and/or acquire rights (which shall include the rights and obligations of the Generator which arose

prior to the Effective Date) against each other which differ from such discharged rights and obligations only insofar as the Substitute has assumed and/or acquired such discharged rights and obligations in place of the Generator; and

(c) Offtaker shall not take any Enforcement Action in respect of events or circumstances arising before the Effective Date other than:

(i) in respect of any amount due and payable by the Generator at the Effective Date, if such amount is not paid within thirty (30) days of the Effective Date;

(ii) in respect of any breach or default occurring prior to the Effective Date, if such breach or default is not remedied or cured as soon as reasonably practicable after the Effective Date, taking into account the nature of such breach or default and the cost required to effect a remedy or cure; or

(iii) in respect of any breach or default occurring prior to the Effective Date which cannot be remedied or cured, if amounts (if any) notified to the Onshore Security Trustee under Clause 4.1(b) as payable to Offtaker in respect of such breach or default are not paid to Offtaker when due.

7 Revival of remedies

7.1 If a Termination Notice has been given and:

(a) either no Step-in Notice or no Novation Notice has been given prior to the expiry of the Suspension Period relating to that Termination Notice; or

(b) a Step-out Date occurs prior to the expiry of the Suspension Period relating to that Termination Notice,

then, on and after the expiry of the Suspension Period (in the case of Clause 7.1(a)), or on and after the Step-out Date (in the case of Clause 7.1(b)) (the "**Revival Date**"), Offtaker shall be entitled to:

(c) act upon any and all grounds for termination in respect of breaches or defaults not remedied or waived available to it in relation to the PPA;

(d) pursue any and all claims and exercise any and all remedies against the Generator; and

(e) take any other Enforcement Action.

8 Governing law

This Direct Agreement shall be governed by and construed in accordance with the federal laws of the UAE and the laws of Dubai.

9 Dispute Resolution

9.1 Negotiation

(a) The Parties agree to attempt to resolve any Dispute between them promptly, amicably, and in good faith.

(b) Each Party shall designate in writing to the other Party a representative who shall be authorised to resolve by amicable agreement any Dispute in connection with this Direct Agreement and, unless otherwise expressly provided herein, to exercise the authority of such Party to reach such an agreement.

(c) If any Dispute is not resolved between the Parties pursuant to this Clause 9.1 (*Negotiation*) within thirty (30) Days from the date on which one Party receives notice from the other Party that a Dispute exists in connection with this Agreement, then such Dispute shall be settled exclusively and finally by arbitration in accordance with Clause 9.2.

9.2 Arbitration

(a) Any Dispute that cannot be resolved by the Parties pursuant to Clause 9.1 (*Negotiation*) (including any question regarding the existence, validity or termination of this Agreement) shall be referred to and finally resolved by arbitration under the Arbitration Rules of the Dubai International Arbitration Centre ("**DIAC**"), which rules are deemed to be incorporated by reference into this Clause 9.2.

(b) The number of arbitrators shall be three (3).

(c) The place of arbitration shall be Dubai.

(d) The governing law of the contract shall be the substantive federal Laws of the UAE and the laws of Dubai.

(e) Only persons who are engineers, attorneys, financial advisors, former judges, managers, executives and other professionals with technical or legal experience related to the design, construction, financing, ownership, operation and/or maintenance of power generation facilities shall be appointed as arbitrators. No arbitrator shall be a present employee or agent of, or consultant or counsel to, either Party or any Affiliate of either Party or a national of a state with which the domicile of any Party does not maintain diplomatic relations.

(f) The arbitration shall be conducted in the English language and all documents submitted in connection with such proceeding shall be in the English language or, if in another language, accompanied by a certified English translation.

(g) The Parties shall each pay one-half of any advance on costs set by DIAC. The arbitral tribunal shall be entitled to allocate the costs of arbitration between the Parties, which costs shall be borne by each Party as determined in any arbitral award or awards by the arbitral tribunal.

9.3 Exclusive Jurisdiction

Neither Party shall have the right to, nor shall they, commence or maintain any legal proceedings concerning a Dispute, including any legal proceedings in the UAE or abroad, until the Dispute has been resolved in accordance with Clauses 9.1 or 9.2 and then only to enforce or execute an award.

9.4 Obligations Continuing

Unless otherwise agreed in writing, the existence of a Dispute shall not relieve either Party from the performance of its obligations under this Direct Agreement not the subject of the Dispute.

10 Miscellaneous

10.1 Compliance with Laws

The Generator and Offtaker agree that all applicable Laws shall govern their performance of this Direct Agreement and each respectively shall comply in all material aspects with, and shall keep in full force and effect, all Approvals required to be in their respective names for the performance of their respective obligations under this Direct Agreement.

10.2 Notices

(a) Any notice, consent, approval or other communication from one Party to the other in relation to this Direct Agreement shall be in the English language, made in writing, and delivered by hand, courier or by facsimile to the person designated by the other Party to receive such communications, as follows:

Offtaker

Address:	Dubai Electricity and Water Authority P.O. Box: 564 Dubai, UAE
Attention:	[•]
Fax:	[•]

Generator

Address:	[•]

Attention: [•]
Fax: [•]

Onshore Security Trustee

Address: [•]
Attention: [•]
Fax: [•]

(b) A notice shall be deemed to have been made or delivered:

(i) in the case of any communication made by letter, when delivered by hand, by recognised courier or by mail (registered return receipt requested) at the address set out in Clause 10.2(a); and

(ii) in the case of any communication made by facsimile, when transmitted properly addressed to the facsimile number set out in Clause 10.2(a).

(c) If a Party changes its notice details set out in Clause 10.2(a), it shall provide the other Party with prompt notice of any such changes prior to effecting the same.

10.3 Amendments

This Direct Agreement may be amended only with the prior consent of both Parties.

10.4 No Implied Waiver

The failure by either Party to insist upon strict performance of any provisions of this Direct Agreement shall not be construed as a waiver of any such provisions or the relinquishment of any such right for the future. Any waiver given by either Party of its rights under this Direct Agreement must be in writing.

10.5 No Third Party Beneficiaries

The terms and provisions of this Direct Agreement are intended solely for the benefit of each Party and their respective permitted successors and assigns and it is not the intention of the Parties to confer any rights upon any third parties.

10.6 Confidentiality

(a) During the term of this Direct Agreement and after termination or expiration of this Direct Agreement for any reason whatsoever each Party shall:

(i) keep the Confidential Information confidential;

(ii) not disclose the Confidential Information to any other person who is not a Party other than: (i) with the prior consent of the other Parties, or (ii) in accordance with Clause 10.6(b); and

(iii) not use the Confidential Information for any purpose other than the performance of its obligations under this Direct Agreement.

(b) During the term of this Direct Agreement and after termination or expiration of this Direct Agreement for any reason, a Party may disclose the Confidential Information:

(i) to its direct shareholders and [*insert names of Affiliates*] and provided that in no circumstances shall disclosure to the public be permitted pursuant to this Clause 10.6(b)(i)), directors, officers or employees (each a "**Recipient**") to the extent necessary to achieve the purposes of this Direct Agreement, provided that the disclosing Party shall procure that each Recipient is made aware of and complies with all the disclosing Party's obligations of confidentiality under this Direct Agreement as if the Recipient was a party to this Direct Agreement;

(ii) if, and only to the extent, required to disclose such information by judicial or administrative process or otherwise in accordance with any law or the rules of any recognised stock exchange applicable to the disclosing Party;

(iii) to its legal, financial and/or technical advisors or pursuant to the Financing Documents, provided that prior to making such disclosure, the disclosing Party obtains an appropriate confidentiality undertaking from the person to whom the Confidential Information is to be disclosed; or

(iv) in a legal action or proceeding brought by the disclosing Party in pursuit of its rights or in exercise of its remedies.

(c) The obligations contained in Clauses 10.6(a) and 10.6(b) shall not apply to any Confidential Information which:

(i) is at the Effective Date in, or at any time after the Effective Date comes into, the public domain other than through breach of this Direct Agreement by the disclosing Party or any Recipient;

(ii) can be shown by the disclosing Party to the reasonable satisfaction of the other Party to have been known to the disclosing Party independently; or

(iii) on, before or after the Effective Date has come lawfully into the possession of the disclosing Party from a third party.

(d) For the purposes of this Clause 10.6, "**Confidential Information**" means the PPA, this Direct Agreement and all information concerning the Project and the other Party (or its Affiliates), whether (a) in writing, verbally or by any other means, or (b) acquired directly or indirectly before or after the Effective Date.

10.7 Invalidity

The invalidity or unenforceability of any provisions of this Direct Agreement shall be determined in accordance with Clause 9. The Parties hereby agree to use good faith efforts to negotiate an equitable adjustment to any provisions of this Direct Agreement determined to be invalid or unenforceable with a view towards effecting the purposes of this Direct Agreement, and the validity or enforceability of the remaining provisions of this Direct Agreement shall not be affected by such determination.

10.8 Sovereign Immunity

(a) Each of the Parties hereby unconditionally and irrevocably agrees for now and hereafter to the binding submission of any Dispute to arbitration in accordance with Clause 9.2 and not to claim, invoke or permit to be invoked on its behalf or for its benefit any right it may have under the laws of the UAE or Dubai, or of any other state or jurisdiction, to prevent, delay, hinder, nullify or in any other way obstruct the submission of any Dispute to arbitration as set out in Clause 9.2.

(b) Each of the Parties hereby unconditionally and irrevocably agrees for now and hereafter to accept any award rendered by the arbitral tribunal as set out in Clause 9.2 and any judgment entered thereon by a court of competent jurisdiction as final and binding, and not to claim, invoke or permit to be invoked on its behalf or for its benefit any right it may have under the laws of the UAE or Dubai, or of any other state or jurisdiction, to prevent, delay, hinder, nullify or in any other way obstruct the enforcement or execution of any award rendered by an arbitral tribunal as set out in Clause 9 and any judgment entered thereon by a court of competent jurisdiction.

(c) To the extent that Offtaker may in any state or jurisdiction claim or benefit from any immunity (whether characterised as state immunity or sovereign immunity) from jurisdiction, suit, action, service, execution, attachment, set-off, provisional measures or orders, or other legal process (whether in aid of execution, before award or judgment or otherwise), or to the extent that there may be attributed to Offtaker or its properties any such immunity (whether or not claimed), Offtaker, to the extent permitted under Dubai law or UAE Federal law, hereby expressly, unconditionally and irrevocably agrees not to claim, invoke or permit to be invoked, any such immunity for its properties and assets.

10.9 Further Assurances

The Parties shall at all times do all such further acts and execute and deliver such further deeds and documents as shall be reasonably required in order to perform and carry out the provisions of this Direct Agreement.

10.10 Relationship of the Parties

Nothing contained in this Direct Agreement shall be construed to create an association, trust, partnership or joint venture between the Parties. Each Party shall be liable individually and severally for its own obligations under this Direct Agreement.

10.11 Binding Effect

This Direct Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors, legal representatives and permitted assigns.

10.12 Expenses

Each Party shall pay its own costs and expenses (including the fees and expenses of its agents, representatives, advisors, counsel and accountants) necessary for the negotiation, execution, delivery, performance of and compliance with this Direct Agreement.

10.13 Language

This Direct Agreement is being executed in the English language.

10.14 Entire Agreement

This Direct Agreement and its Schedule constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof and supersedes all previous understandings, representations, or agreements between the Parties, whether written or oral.

IN WITNESS whereof this Direct Agreement has been signed and delivered on the date stated at the beginning of this Direct Agreement.

The Offtaker

DUBAI ELECTRICITY AND WATER AUTHORITY

By:

Name: [•]
Title: [•]

The Generator

[*Insert name of Generator*]

By:

Name: [•]
Title: [•]

The Onshore Security Trustee

[*Insert name of Bank*]

By:

Name: [•]
Title: [•]

Schedule 1

Form of Transfer Certificate

To: Dubai Electricity and Water Authority

TRANSFER CERTIFICATE

Relating to the 100 MW Solar Photovoltaic Power Project Phase II Power Purchase Agreement between **Dubai Electricity and Water Authority** ("**Offtaker**") and **[*insert name of Bidder*]** dated as of [•] as novated to **[*insert name of Company*]** (the "**Generator**") by a novation agreement dated [•] in accordance with the terms thereof.

1 Terms defined in the Direct Agreement dated [•] among Offtaker, Generator and [•] as Onshore Security Trustee (the "**Direct Agreement**") shall, subject to any contrary indication, have the same meaning herein.

2 The Onshore Security Trustee requests that the Substitute accepts and procures the transfer to the Substitute of all of the rights, title and interest of and all of the obligations of Generator under the PPA and the Direct Agreement by countersigning and delivering this Transfer Certificate to Offtaker at its address for the service of notices specified in the Direct Agreement.

3 The Substitute hereby requests Offtaker to accept this Transfer Certificate as being delivered to Offtaker pursuant to and for the purposes of Clause [6] of the Direct Agreement so as to take effect in accordance with the terms thereof on the Effective Date or on such later date as may be determined in accordance with the terms thereof.

4 The Substitute warrants that it is has received a copy of the PPA together with such other information as it has required in connection with this transaction and that it has not relied and will not hereafter rely on the Onshore Security Trustee to check or enquire on its behalf into the legality, validity, effectiveness, adequacy, accuracy or completeness of any such information and further agrees that it has not relied and will not rely on the Onshore Security Trustee in relation to its entering into this Transfer Certificate and the PPA.

5 The Substitute hereby undertakes with Offtaker that it will perform in accordance with the terms thereof all obligations of the Generator which by the terms of the PPA and the Direct Agreement will be assumed by it after delivery of this Transfer Certificate to Offtaker.

6 The Onshore Security Trustee makes no representation or warranty and assumes no responsibility with respect to the legality, validity, effectiveness, adequacy or enforceability of the PPA or any document relating thereto and assumes no responsibility for the performance and observance by any party of any of its obligations under the PPA or any document relating

thereto and any and all such conditions and warranties whether expressed or implied by law or otherwise are hereby excluded.

7 This Transfer Certificate and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with the federal laws of the UAE and Dubai.

[•]
For and on behalf of the Onshore Security Trustee
By:
Date:

By:
Date:

Address for Notices:

Appendix 10

Calculation of Payment

1 General

1.1 Definitions and Interpretation

Except as otherwise defined herein or in any Attachment hereto or as the context may otherwise require, any capitalised term used in this Appendix 10 (*Calculation of Payment*) shall have the meaning set forth in the Power Purchase Agreement (the "**Agreement**") to which this Appendix 10 (*Calculation of Payment*) is attached.

Unless otherwise specified, references to "**Sections**" or "**Attachments**" in this Appendix 10 (*Calculation of Payment*) are references to Sections of, and Attachments to, this Appendix 10 (*Calculation of Payment*), and references to **"Paragraphs"** are references to Paragraphs of Attachments to this Appendix 10 (*Calculation of Payment*).

When used in Appendix 10 (*Calculation of Payment*), the defined terms set forth below shall have the following meanings:

"**Actual Energy Output**" means the Net Electrical Energy as metered at the Electrical Delivery Point (in kWh) for a defined period of time;

"**Deemed Energy Payment**" means the payment by Offtaker to the Generator pursuant to Clauses 9.2.1, 10.6 and 18.8 in respect of Deemed Net Electrical Energy calculated in accordance with Section 3;

"**Deemed Net Electrical Energy**" means the electrical energy deemed to be delivered in accordance with the provisions of Clauses 9, 10.6 and 18.8 (as applicable) and determined in accordance with Section 3.1 and calculated in accordance with Section 3.2;

"Degradation Factor" means the Degradation factor as set out in Table 2;

"Energy Charge" means the price of electricity charged by the Generator to the Offtaker, comprising the Foreign Charge Rate and the Local Charge Rate, as adjusted and calculated in accordance with Section 1.2;

"**Energy Payment**" means the payment by the Offtaker to the Generator in respect of Net Electrical Energy, calculated and determined in accordance with Section 2;

"**Estimated Performance Ratio**" means the performance ratio for the Plant as set out in Table 1;

"**Foreign Charge Rate" or "FCR**" means the amount specified by the Generator in paragraph A1 of Attachment A (*Charge Rates*) and applied for the payment calculation for a Billing Period;

"**Installed Capacity**" has the meaning given to it in Section 1.1 of Appendix 6 (*Testing*);

"**Local Charge Rate" or "LCR**" means the amount specified by the Generator in paragraph A2 of Attachment A (*Charge Rates*) and applied for the payment calculation for a Billing Period after being adjusted in accordance with Attachment B (*Indexation of Energy Charge*);

"**Metering Interval**" means 10 minutes;

"**Meteorological Measurement Equipment**" means measuring instruments such as pyranomenter, module temperature sensor, energy meter and the reading of which will be used to calculate Deemed Net Electrical Energy, Net Electrical Energy and Revised Performance Ratio;

"**Net Electrical Energy**" means the net electrical energy delivered to and metered at the Electrical Delivery Point by Generator to Offtaker and after deducting any electricity imported at the Electrical Delivery Point (in KWh) in Billing Period n;

"**Revised Performance Ratio**" means the revised performance ratio for the Plant as set out in Table 4; and

"**STC**" has the meaning given to it in Section 1.1 of Appendix 6 (*Testing*).

1.2 Payment Structure

The Energy Charge for each kWh of electrical energy supplied to the Offtaker following the Commercial Operation Date or the Deemed Commissioning Date in respect of deemed commissioning pursuant to Clause 9, at the Electrical Delivery Point is as follows:

Energy Charge = [●] *USD cents/kWh*

The Energy Charge is split into a Foreign Charge Rate and a Local Charge Rate as set out in Attachment A (*Charge Rates*) and shall only be adjusted, where applicable, for inflation as set out in Attachment A (*Charge Rates*) and Attachment B (*Indexation / of Energy Charge*).

1.3 Term and Structure of Energy Payments

The payments shall be calculated as set forth in Section 2 below.

1.4 Rounding in Calculations

In making the calculations required in this Appendix 10 (*Calculation of Payment*), values shall be calculated to five (5) decimal places of accuracy.

2 Payment Calculation

2.1 The Offtaker shall pay to the Generator in a Billing Period Energy Payments in respect of Net Electrical Energy plus Deemed Energy Payments in respects of Deemed Net Electrical Energy.

The total payment for the supply and/or deemed supply (as applicable) of electrical energy made by the Offtaker to the Project Company for Billing Period n shall be calculated as follows:

$$TP_n = TPF_n + TPL_n$$

Whereby:

TP_n = Total payments for electrical energy in Billing Period n in USD

TPF_n = $(E_{n,act} + E_{n,deemed}) * FCR_n /100$

TPL_n = $(E_{n,act} + E_{n,deemed}) * LCR_n /100$

FCR_n = Foreign Charge Rate to be used for Billing Period n

LCR_n = Local Charge Rate to be used for Billing Period n

$E_{n,act}$ = Net Electrical Energy as delivered to and metered at the Electrical Delivery Point (in kWh) in Billing Period n;

$E_{n,deemed}$ = Deemed Net Electrical Energy (in kWh) in Billing Period n;

n = Billing Period

3 Deemed Net Electrical Energy

3.1 Methodology for determining Deemed Net Electrical Energy

The Deemed Net Electrical Energy shall be determined for each applicable period within a Billing Period based on the actual solar irradiation on plane of array recorded by the Meteorological Measurement Equipment and PV module temperature measured and either:

(a) in the case of deemed commissioning pursuant to Clause 9, the Estimated Performance Ratio; or

(b) and in case of Deemed Net Electrical Energy following Commercial Operation Date in the circumstances provided under Clauses 10.6 or 18.8:

(i) from the Estimated Performance Ratio until the Revised Performance Ratio has been determined in accordance with Section 3.3 of this Appendix;

(ii) from the second year of operation, the Revised Performance Ratio, in each Metering Interval.

For avoidance of doubt, payments made using the methodology in 3.1(a) above shall be subject to readjustment required pursuant to Clause 9.2.2(b).

3.2 Calculation of Deemed Net Electrical Energy

Deemed Net Electrical Energy shall be determined as follows:

$$E_{n,deemed} = \frac{P_{nom} * \sum_j \left(\frac{GPOA_j}{1000} * \frac{MI}{60} \right)}{\left(1 - \frac{\beta}{100} \cdot \left(T\,\mathrm{mod}_n - Tmeas_j \right) \right)} \times \frac{PR_{est,n}}{100 * \left(1 - \frac{DF}{100} \right)} - \sum_j E_{j,act}$$

Where:

$E_{n,\,deemed}$ = Deemed Net Electrical Energy in Billing Period n (in kWh);

P_{nom} = Installed Capacity or peak power of the of the Plant at STC (in kWp);

$GPOA_j$ = solar irradiance (in W/m²) is the average irradiance measured during the metering interval j by the sensors placed in the plane of array;

MI = is the Metering Interval;

β = is the absolute value of the temperature coefficient from the module's data sheet (in %/°C);

T_{Mod} = is the average monthly module temperature expected as determined in the following Table 3 (in °C);

T_{Meas} = is the monthly average module temperature measured during each Metering Interval j by the temperature sensors placed on the reverse side of the modules (in °C);.

j = Metering Interval;

n = Billing Period n;

$PR_{est,n}$ = Estimated Performance Ratio (in %) in Billing Period n as set out in Table 1 below or the Revised Performance Ratio (in %) as set out in Table 4 below, as the case may be;

DF_n = Degradation Factor (in %) as applicable in the Billing Period n as set out in Table 2; and

Ej, act = Net Electrical Energy as delivered to and metered at the Electrical Delivery Point (in kWh) in Metering Interval j.

Month	$PR_{est,n}$
January	
February	
March	
April	
May	
June	
July	
August	
September	
October	
November	
December	

Table 1: Estimated Performance Ratio (PR_{est})

Note: Refers to the Guaranteed Performance Ratio provided by the Bidder as part of its Proposal (Formsheet D) Section 2.4.1.

Billing Period	%	Billing Period	%	Billing Period	%
1 - 12		121 - 132		240-252	
13 - 24		133 - 144		253-264	
25 - 36		145 - 156		265-276	
37 - 48		157 - 168		277-288	
48 - 60		169 - 180		289-300	
61 - 72		181 - 192			
73 - 84		193 - 204			
85 - 96		205 - 216			
97 - 108		217 - 228			
109 - 120		229 - 240			

Table 2: Degradation Factor

Note: The Degradation Factor as provided by the Bidder as part of its Proposal (Formsheet D) Section 2.4.2.

Month	TMod (°C)

January	
February	
March	
April	
May	
June	
July	
August	
September	
October	
November	
December	

Table 3: Expected Average Monthly Module Temperature

Note: according to the Bidder's Proposal (Formsheet D) Section 2.4.1.

3.3 Determination of the Revised Performance Ratio following Commercial Operation Date

The Revised Performance Ratio will be determined by measurements during the first calendar year following Commercial Operation Date and will, provided that the annual Actual Performance Ratio is lower than the respective Estimated Performance Ratio, replace the Estimated Performance Ratio from the second Contract Year after COD onwards for the remaining duration of the Term. The Revised Performance Ratio shall be determined based on the following principles:

(a) for every Metering Interval during each Billing Period;

(b) the Meteorological Measurement Equipment will record the average irradiance level for each installed irradiation sensors in the plane of array;

(c) the average module temperature recorded by all the sensors in the plane array; and

(d) the Actual Energy Output as metered at the Electrical Delivery Point.

In case the average measured irradiance in the plane of array is lower than 50 W/m^2 such Metering Interval will not be considered for calculating the Revised Performance Ratio. Where one or more sensors are not available due to a:

(e) sensor failure

(f) communication failure

the average will be calculated from the data produced by the remaining functioning Sensors and where no data is available for a period of time, such time periods will not be eligible periods to be considered in the evaluation. In the case of Sensor or solar data unavailability the Parties can mutually agree to apply appropriate satellite data for the calculations.

$$RPR_n = \frac{\sum_j \left(AEO_{j,n} \cdot \left(1 - \frac{\beta}{100} \cdot \left(T\,\mathrm{mod}_n - Tmeas_j \right) \right) \right)}{\frac{P_{nom} \times \sum_j \left(GPOA_{j,n} * \frac{MI}{60} \right)}{G_{STC}}}$$

RPR_n	=	Revised Performance Ratio as determined for each Billing Period n
$AEO_{j,n}$	=	Actual Energy Output as metered at the Electrical Delivery Point (in kWh)
j	=	each Metering Interval
n	=	Billing Period n;
Pnom	=	the sum of the nameplate rating of the modules at STC conditions;
$GPOA_{j,n}$	=	solar irradiance (in kW/m²) is the average irradiance measured during the metering interval j in a Billing Period n by the sensors placed in the plane of array;
MI	=	is the Metering Interval;
β	=	is the absolute value of the temperature coefficient from the module's data sheet (in %/°C);
T_{Mod}	=	is the average monthly module temperature expected as determined in the following Table 3 (in °C);
T_{Meas}	=	is the monthly average module temperature measured during each Metering Interval j by the temperature sensors placed on the reverse side of the modules (in °C); and
G_{STC}	=	Irradiance at STC (1Kw/m^2)

Month	RPR_n
January	
February	
March	
April	
May	
June	
July	
August	
September	
October	
November	
December	

Table 4: Revised Performance Ratio (RPR)

Note: to be filled in based on the values as determined during Contract Year 1 in accordance with this Section 3.3 of this Appendix 10.

Attachment A To

Appendix 10 (Calculation of Payment)

Charge Rates

A 1 - FOREIGN CHARGE RATE

The Foreign Charge Rate to be used in the calculation of the payment is:

FCR = [_____] USD cents/kWh

A 2 - LOCAL CHARGE RATE

The Local Charge Rate to be used in the calculation of the payment is:

LCR = [_____] USD cents/kWh

The proportion of Local Charge Rate subject to adjustment according to Attachment B (*Indexation/Adjustment to Energy Charge*):

Y_{LR} = [_____] %

Attachment B To
Appendix 10 (Calculation of Payment)
Indexation of Energy Charge

B 1 - INDEXATION

The Energy Charge comprises of Foreign Charge Rate and Local Charge Rate.

Only a specified proportion of the Local Charge Rate component of the Energy Charge shall be adjusted in accordance with the provisions set forth in this Attachment B.

(a) Indexation based on US Consumer Price Index: The specified proportion of Local Charge Rate will be adjusted according to the Consumer Price Index for All Urban Consumers (CPI-U) of the United States of America as published by the Bureau of Labor Statistics, and currently posted accessible at this address: http://www.bls.gov/cpi/

ADJUSTMENT OF LCR

The Local Charge Rate to be used for any Billing Period n shall be the rate to be applied in such Billing Period as specified in Attachment A *(Charge Rates)* after such Local Charge Rate has been adjusted.

To determine the Local Charge Rate for any Billing Period n, the value of the Local Charge Rate in accordance with Attachment A *(Charge Rates)* shall be adjusted as follows:

$$LCR_n = LCR * Y_{LR} * (USCPI_n / USCPI_r) + LCR * (1- Y_{LR})$$

where:

LCR_n = LCR in the Contract Year N (in USD cents/kWh)

LCR = LCR as specified in Attachment A *(Charge Rates)* (in USD cents/kWh)

Y_{LR} = Proportion of LCR that is subject to inflation indexation (%)

$USCPI_r$ = Reference US Consumer Price Index for All Urban Consumers (CPI-U) for [quarter/year] being the quarter end following the date that occurs three months before the Effective Date.

$USCPI_N$ = US Consumer Price Index for All Urban Consumers (CPI-U) as applicable for [quarter] immediately preceding the relevant Contract Year N.

Appendix 11

Consequences of Termination

1 Definitions and Interpretation

1.1 Definitions

The following capitalised terms used in this Appendix 11 (*Consequences of Termination*) shall have the following meanings:

"**Account Balance**" means the aggregate amount of cash held by the Generator as of the Calculation Date, including cash on hand, amounts held in the Restoration Account in accordance with Clause 20.2, the net cash proceeds upon liquidation of any authorised investments made pursuant to the Financing Documents and the credit balance of any accounts maintained with any bank or other financial institution, whether inside or outside of the UAE and any proceeds from insurance policies which the Generator is entitled to realise or receive;

"**Accrued Interest**" means interest accrued pursuant to the Financing Documents on the Principal Amount as at the Calculation Date (including the following payments calculated on a similar basis, in the case of any Islamic financing (a) any advance rental payments and any variable element of rental payments, in each case which the Generator has become liable to pay under any forward lease agreement entered into in connection with an ijara Islamic financing of any part of the Plant, (b) any liquidated damages which the Generator has become liable to pay under any contract for works entered into in connection with an ijara Islamic financing of any part of the Plant, and (c) any murabaha profit which the Generator has become liable to pay in connection with a murabaha Islamic financing, plus any service fees which the Generator has become liable to pay to the relevant Financing Parties) (in all cases, calculated based on the Principal Amount, but excluding any default interest unless such default interest has accrued as the result of late payment or non-payment by Offtaker of Energy Payments);

"**Calculation Date**" means the date specified for termination in the relevant Termination Notice, provided that if (a) termination pursuant to the relevant Termination Notice is deferred to a date other than such specified date pursuant to the provisions of Clause 21.1, 21.4.2, 21.4.4 or 21.5.4 and (b) during such deferred period the Parties continue to honour their obligations of payment and performance under the Agreement, the Calculation Date shall mean the date of termination of the Agreement;

"**Pre-payment Costs**" means an amount as at the Calculation Date equal to the sum of any reasonable (a) interest period breakage costs, (b) interest rate hedging breakage costs, and (c) other breakage costs, in each case payable by the Generator to the Financing Parties as a result of a pre-payment under the Financing Documents, provided that any positive payments received by or on behalf of the Financing Parties as a result of a breakage of interest rate

hedging agreements, or otherwise, shall be applied in reduction of the amount of the relevant Value;

"**Principal Amount**" means the amount required to repay the principal amount of the Senior Debt outstanding as at the Calculation Date provided that the Principal Amount shall not include any principal amount of the Senior Debt deferred or not paid within a reasonable time by the Generator, unless such deferral or non-payment is the result of late payment or non-payment by Offtaker of any Energy Payments;

"**Senior Creditor Claims**" means an amount equal to: the sum of (a) the Principal Amount, (b) Accrued Interest, and (c) Pre-payment Costs less the Account Balance;

"**Senior Debt**" means all amounts required to be paid or repaid by the Generator (including (a) as applicable, all phase payments reimbursable and the fixed element of all rental payments, payable under any wakala contract for works or forward lease agreement entered into in connection with an ijara Islamic financing of any part of the Plant, and (b) any deferred purchase price payable in connection with a murabaha Islamic financing and any amounts to be paid or repaid in respect thereof) pursuant to the Financing Documents, but excluding any Equity Bridge Loans or indebtedness raised to fund, or constituting, Equity, and any additional Financing Documents relating to working capital facilities to be entered into following the Financing Closing date pursuant to the Financing Documents together with all amounts required to be paid or repaid by the Generator under any facilities for the financing of costs as provided in Clauses 3.4, 6.3.2 and 19.1, as may be varied or amended following the occurrence of an event of default under such Financing Documents to reflect any rescheduling of the Senior Debt agreed between the Financing Parties and the Generator, provided that such rescheduling does not increase the Principal Amount of the Senior Debt amount Offtaker would have been required to pay but for such rescheduling, provided further that the amount to be repaid under such facilities on the Calculation Date shall in no event be greater than the amount shown for the corresponding date on Attachment A (*Maximum Total Senior Debt Schedule*) to this Appendix 11 (*Consequences of Termination*);

"**Shareholders' Contributions**" means the aggregate amounts of Equity actually contributed the Shareholders to the Generator as at the Calculation Date;

"**Shareholders' Distributions**" means all payments to the Shareholders attributable to their Shareholders' Contributions whether such payments are by way of dividends, interest, return of capital or repayment of loans;

"**Shareholders' Equity Commitments**" means the maximum aggregate amounts of Equity required to be paid by or on behalf of the Shareholders to the Generator pursuant to the Shareholders' Agreement;

"**Termination Costs**" means (a) all Taxes and any other costs imposed on the Generator by a Competent Authority as a result of termination of this Agreement, payment by Offtaker of any sums under this Appendix 11 (*Consequences of Termination*) and the transfer by the Generator of its right, title and interest in the Project to Offtaker, (b) amounts payable by the Generator in relation to the EPC Contractor's termination costs for the termination of subcontracts entered into by the EPC Contractor under the EPC Contract, if any, subject to a maximum amount of [*an amount to be equal to 5% of Project cost*)][6] (or its equivalent in another currency), (c) amounts payable by the Generator to the EPC Contractor upon termination of the EPC Contract for work properly completed by the EPC Contractor and not yet paid for by the Generator, if any, and (d) all amounts due and payable under the O&M Contract in respect of services provided thereunder as at the date of termination, and, in each case, for which no amount of principal of Senior Debt or drawing of Equity has been incurred;

"**Value A**" means an amount equivalent to:

(a) Senior Creditor Claims; *less*

(b) the greater of (i) the Shareholders' Equity Commitments **less** Shareholders' Contributions and the principal amount outstanding under any Equity Bridge Loan as at the Calculation Date, and (ii) 0 (zero);

"**Value B**" means:

(a) prior to the Commercial Operation Date, an amount equivalent to:

(i) Senior Creditor Claims; *plus*

(ii) the amount of the Shareholders' Contributions; plus

(iii) an amount equal to a rate of [[●] percent [●]%[7] per annum] on the Shareholders' Contributions compounded annually from the later of (A) Financial Closing, and (B) the date of contribution of the Shareholders' Contributions, until the Calculation Date; plus

(iv) the principal amount outstanding under any Equity Bridge Loan and the interest accrued, but not paid, under any Equity Bridge Loan, as at the Calculation Date; plus

(v) Termination Costs; and

(b) following the Commercial Operation Date, an amount equivalent to:

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6 Bidders to confirm figure.

7 Figure to be agreed with the first ranked shortlisted Bidder based on its bid submission model.

(i) Senior Creditor Claims; plus

(ii) The lesser of:

(A) (if positive) an amount that, when prior Shareholders' Distributions have been taken into account, would produce an internal rate of return equal to a rate of [[●] percent ([●]%) per annum][8] on Shareholders Contributions and Shareholders' Distributions to the Calculation Date; and

(B) such amount, calculated in accordance with (A) above, but using the bid submission model set out in the Attachment B to this Appendix; *plus*

(iii) Termination Costs; and

"**Value C**" means an amount equivalent to:

(a) Senior Creditor Claims; *plus*

(b) Termination Costs.

1.2 Interpretation

Unless otherwise specified in this Appendix 11 (*Consequences of Termination*), any reference to a "**Section**" shall be a reference to the relevant Section in this Appendix 11 (*Consequences of Termination*).

2 Value of the Project on Termination

2.1 Termination Amount on termination by Offtaker for Generator Event of Default

If Offtaker terminates the Agreement pursuant to Clause 21.4 due to a Generator Event of Default and Offtaker exercises its right under Clause 21.6.2 to purchase the Project, Offtaker shall purchase all of the Generator's right, title and interest in the Project for a Termination Amount equal to Value A.

2.2 Termination Amount on termination by the Generator for Offtaker Event of Default or Prolonged Offtaker Risk Event

If the Generator terminates the Agreement pursuant to (a) Clause 21.4, due to a Offtaker Event of Default or (b) Clause 21.5.1 due to a prolonged Offtaker Risk Event, and Generator exercises

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[8] Figure to be agreed with the first ranked shortlisted Bidder based on its bid submission model.

its right under Clause 21.6.3 to require Offtaker to purchase the Project, Offtaker shall purchase the Generator's right, title and interest in the Project for a Termination Amount equal to Value B.

2.3 Termination Amount payable on termination by Offtaker for Prolonged Risk Event

If this Agreement is terminated by Offtaker pursuant to Clause 21.5.2(a) or 21.5.2(b), Offtaker shall purchase the Generator's right, title and interest in the Project for a Termination Amount equal to Value B.

2.4 Termination Amount payable on termination by Offtaker for Prolonged Force Majeure Event

If this Agreement is terminated by Offtaker pursuant to Clause 21.5.2(c) as result of prolonged Force Majeure Event affecting Generator, Offtaker shall purchase the Generator's right, title and interest in the Project for a Termination Amount equal to Value C.

2.5 Termination Amount payable on termination following an Event of Loss caused by an Offtaker Risk Event

If this Agreement is terminated by either Party pursuant to Clause 21.5.3 as a result of an Event of Loss caused by an Offtaker Risk Event, Offtaker shall purchase the Generator's right, title and interest in the Project for a Termination Amount equal to Value B.

2.6 Termination Amount payable on termination following an Event of Loss caused by a Force Majeure Event

If this Agreement is terminated by either Party pursuant to Clause 21.5.3 as a result of an Event of Loss caused by a Force Majeure Event, Offtaker shall purchase the Generator's right, title and interest in the Project for a Termination Amount equal to Value C.

3 Computation

In calculating a Termination Amount pursuant to this Appendix 11 (*Consequences of Termination*), there shall be no double-counting of any components or sub-components making up such Termination Amount.

4 Payment of the Purchase Price

4.1 All amounts payable pursuant to this Appendix 11 (*Consequences of Termination*) shall be paid in AED in immediately available funds as follows:

(a) with respect to any amounts payable by the Generator, immediately on the date of termination of this Agreement;

(b) with respect to any amounts payable by Offtaker, within thirty (30) Days of either:

(i) Offtaker giving a notice of election to the Generator under Clause 21.6.6., in relation to Termination Amounts payable under Clause 21.6.2;

(ii) Offtaker receiving a notice of election from the Generator under Clause 21.6.6, in relation to Termination Amounts payable under Clause 21.6.3; or

(iii) the date of termination of this Agreement, in relation to Termination Amounts payable under Clause 21.6.4.

5 Transfer of the Project

Immediately upon payment by Offtaker of the Termination Amounts, the Generator shall transfer to Offtaker, free and clear of all liens and encumbrances, all of the Generator's right, title and interest in the Project, including insofar as they are part of or used in the Project, all of the Generator's right, title and interest in:

(a) all raw materials, consumables and spare parts;

(b) all tangible personal property;

(c) all intangible personal property, including patents, patent licenses, patent applications, tradenames, trademarks, trademark registrations and applications, trade secrets, copyrights, know-how, and any other intellectual property rights;

(d) all buildings and fixtures;

(e) the Musataha Agreement, in accordance with clause [●] of the Musataha Agreement;

(f) computerised and non-computerised records, reports, data, files, and information;

(g) all drawings, test results, and documents relating to the Project;

(h) all warranties of equipment, materials and work;

(i) all contract rights and Insurance Policies;

(j) all work in progress under contracts with vendors, suppliers, contractors and subcontractors; and

(k) all rights with respect to any insurance proceeds payable to or for the account of the Generator, but unpaid at the date of termination of the Agreement, in respect of the Generator's right, title and interest in the Project.

6 Survival

The Parties' obligations under Sections 4 and 5 shall survive termination of this Agreement until such time as all amounts due and owing by the Parties under this Agreement have been paid and the Project has been transferred to Offtaker.

Attachment A

To Appendix 11

Maximum Total Senior Debt Schedule

(all figures expressed in US Dollars)

Date	Balance Outstanding for Period Ending	Date	Balance Outstanding for Period Ending

[The above table will be completed by Offtaker based on (i) the total amount of term Senior Debt assumed drawn in the proposed financing structure submitted by the [Bidder] and (ii) an amortisation profile starting on the date in the table falling not more than 12 months following the Scheduled Commercial Operation Date and ending on the last date in the table falling prior to the scheduled end of the Term.]

The amounts set out in the table above represent the maximum amount payable by Offtaker on a Calculation Date in respect of the aggregate principal outstanding under any term loan facilities and/or capital market instruments as described in the definition of "Senior Debt" and set out in the relevant Financing Documents.

At any time, the above maximum amounts of principal shall be increased by an amount equal to:

(a) the total remaining principal amount outstanding under any cost overrun facility provided under the Financing Documents (but in no event greater than the aggregate amount of such advances permitted under the Financing Documents in effect on the date of Financial Closing);

(b) the aggregate amount of the revolving credit facility entered into in accordance with the Generator's general working capital requirements (but in no event greater than the aggregate

amount of such revolving credit facility provided for under the Financing Documents in effect on the date of Financing Closing);

(c) the maximum aggregate liabilities under letters of credit issued and in effect at the relevant Calculation Date in respect of the debt service reserve obligations of the Generator; and

(d) any remaining principal amounts outstanding under any loan facilities for borrowings by the Generator for the financing of the costs contemplated in Clauses 3.4, 6.3.2, and/or 19.1.

A Calculation Date not corresponding to a date set out in the table above should be interpreted as falling on the last Day of the relevant period in which the Calculation Date occurs.

Attachment B

To Appendix 11

Bid Submission Model

This Attachment B to Appendix 11 (*Consequences of Termination*) will be prepared by the [Bidder] based on the bid submission model provided as part of the Bid in accordance with section 5.7 (*Bidder's Model*) of the ITB, subject to the approval of Offtaker.

Appendix 12

Approvals

This Appendix 12 (*Approvals*) will be prepared by the [Bidder] at the time of contract negotiations, subject to the approval of Offtaker.

Appendix 13

Interfaces

CONTENTS

Tab No. **Page No.**

1 Introduction

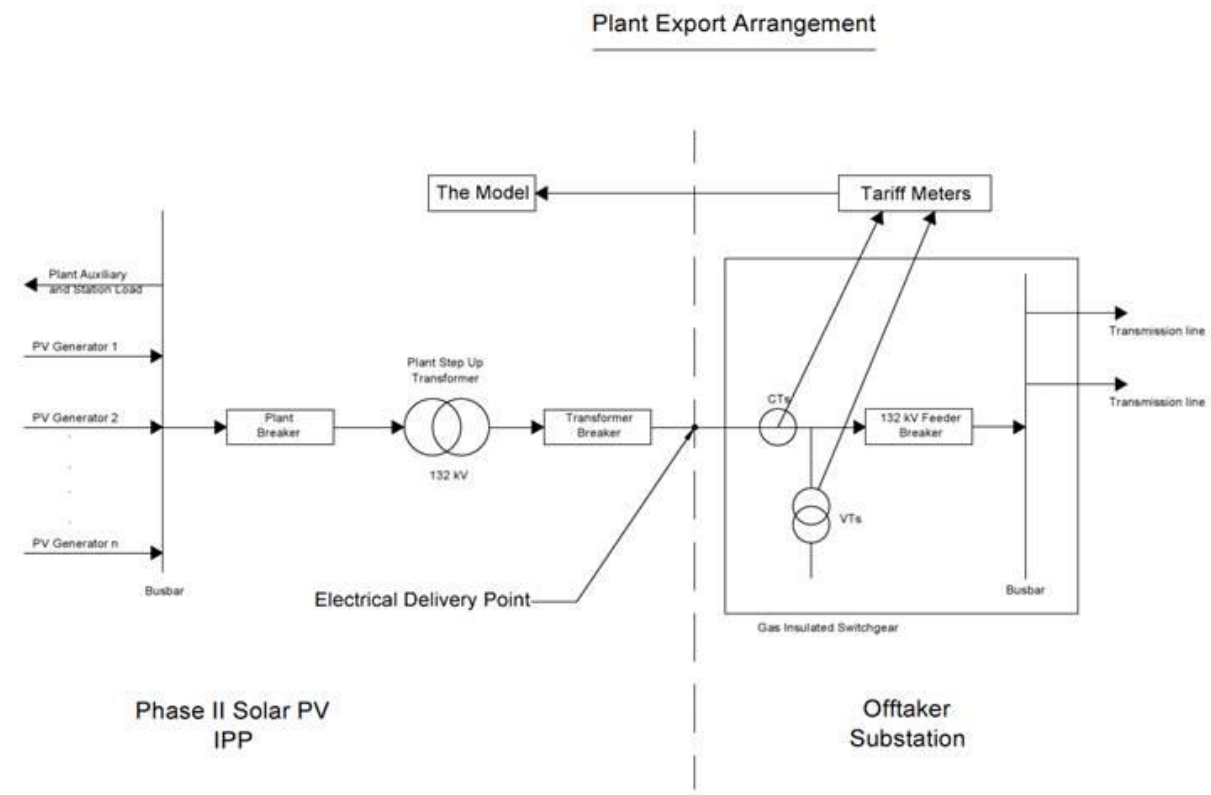
This Appendix 13 (*Interfaces*) details the electrical, mechanical and civil Interfaces that the Generator is required to coordinate with Offtaker and Competent Authorities to enable the Plant to be connected to the infrastructure required to provide the Net Electrical Energy.

2 Electrical Delivery Point Interfaces

As required by the IWPP Code the Plant shall be connected to the Transmission System at the Electrical Delivery Point located at the 132 kV switchgear of the Offtaker Substation, situated close to the Site.

The electrical location of the Electrical Delivery Point is detailed below in the single line diagram and general arrangement diagram.

Figure 2 1: Electrical Location of the Electrical Delivery Point



2.1 Physical Connection at the Electrical Delivery Point

The physical interface at the Electrical Delivery Point shall be at the 132 kV Gas Insulated Switchgear (GIS) located at the Offtaker Substation.

The Generator shall be required to undertake all activities required to connect to the Plant's 132 kV cable to the GIS at the Offtaker Substation, under the supervision of the Offtaker.

2.2 Other Interfaces with the Offtaker Substation

(a) **Other Interfaces**

The Offtaker shall provide interface panels with terminals for the Plant 132 kV feeder switchgear bays in the Offtaker Substation building. The cabinets shall be suitable for complete interface cabling associated with protection, interlocking, inter-tripping, synchronizing, control signals, fire alarm signals, common alarms (failure of BMS, etc.), and SCMS etc.

The supply, installation and termination of cabling within the Offtaker Substation from the panel is in the scope of the Offtaker and termination of all interface cables in the above panel from Plant station shall be carried out by Generator under the supervision of the Offtaker.

The Generator shall submit the cable interface list with relevant drawings that are required for each bay which shall be reviewed by the Offtaker and, if required, add to this list all required signals which shall be necessary subject to the Offtaker's approval.

The Offtaker shall design, supply and install all necessary concrete cable trenches, ducts, throws, openings and cable trays as required for the above interface in the Offtaker Substation area. The Off-taker shall coordinate with the Generator regarding the interface layout and route for the cable trenches, cable trays.

The Generator shall design furnish and install all concrete cable trenches, and cable trays (or duct banks where approved) from the Plant to the perimeter of the Offtaker Substation building.

The Generator shall provide up to Offtaker Substation all cables for above and data exchange signals for Substation SCMS as well as Transmission Control Centres TCC1 and TCC2. All interlocks shall be hard wired.

CT data shall be coordinated at the detail design stage between Generator and Offtaker. The tariff metering, metering CTs and metering VTs shall be provided by Offtaker. However, agreement of tariff metering, metering CTs and metering VTs shall also be obtained from the Generator.

The interface between the SCMS system and TCC1/TCC2 (multiplexer cabinet), located in the Off-taker Substation, and the DCS system, located in the Plant, shall be established by means of dedicated redundant gateways on both sides, interconnected via duplicated fibre optic-based data communication links (A and B), communicating to each other by means of suitable media converters or through MUX.

While the Offtaker shall configure and test the redundant SCMS Interface points at their end, Genera-tor shall do it at its end (Plant DCS) all configuration and interfaces required to successfully establish data exchange between Substation SCMS and DCS. End to end testing between the Plant, DCS and Offtaker Substation SCMS shall be done in close coordination between Offtaker and Generator and will be witnessed by all parties. The Generator shall contract to the Offtaker SCMS OEM supplier the parameterisation, configuration and end to end testing of SCMS-DCS signals as per approved signal list in the SCMS/gateways/interface equipment in the Offtaker Substation.

The communication protocol shall be IEC 60870-5-101 (Balanced/Unbalanced) or IEC 60870-5-104. The Gateway shall be capable for both the above mentioned protocol. However, the final protocol to be followed shall be as approved by Offtaker or as mutually agreed between all the concerned parties.

In general, the scope of Offtaker shall be but not limited to the following:

(i) wiring all the signals from interface panels to equipment in the Offtaker Substation (for information required from Plant side);

(ii) wiring all the information from field to interface panels (for information to be sent to Plant side); and

(iii) approval of signal list including addresses of the signals and drawings etc.

The signal list shall be submitted and shall be mutually agreed by Offtaker and Generator.

Supply, installation, termination and end to end testing of 4x24 C UG FO cable (two for connection to the Offtaker SCMS and two for communication with the Transmission Centre (TCC1 and TCC2) from the Plant up to the Offtaker Substation shall be in scope of the Generator. While the supply of FDP panel at the Plant shall be in the scope of the Generator, the Offtaker shall be responsible for providing sufficient space in their FDP panels for termination of cables inside the Offtaker Substation. The Generator shall provide the FDF (Fiber Distribution Frames) for termination at both ends.

Offtaker shall configure, test the IEC 60870-5-101 or 104 channels meant for DCS purpose. Appropriate media converters/cabling up to MUX at Offtaker Substation side shall be scope of the Offtaker. Once the DCS side is ready, end to end testing of signals as per approved SCMS-DCS signal list shall be mutually done between Offtaker and Generator.

The Offtaker shall provide a single cable chamber at the end of each SP feeder bay in 132 kV GIS. Generator shall supply, install, terminate and connect the cable coming from 132 kV side of Plant step-up transformer.

Offtaker shall provide stand alone earthing system of Offtaker Substation. However, the interconnection between the Offtaker Substation and the Plant earthing system shall be coordinated during design stage (i.e. two (2) earthing pits with disconnecting facilities at convenient locations might be provided).

Communication equipment for transfer of data (PDM, DCS, Metering, voice etc.) from the Plant shall be provided by Generator. Generator shall be responsible for all the works required for integrating Plant multiplexers, PABX in existing into the Offtaker Network including configuration and testing of SCMSDCS communication from Plant to Offtaker Substation. Configuration of respective interface for various services from Plant station as well as upgrade/modification of existing Offtaker communication equipment to achieve the desired connectivity from Plant shall be responsibility of Generator.

The Tariff Meter Outstation/ (data concentrators) with serial ports shall be provided by Offtaker at Off-taker Substation in order to communicate with two (2) Instation at Offtaker and the Plant Instation located at Plant. All works required to integrate Tariff Meter Outstation with Plant Instation, including providing modems, media converters etc. at both the ends shall be in the scope of Generator. All works to integrate Tariff Meter Outstations located at Offtaker Substation with Offtaker's Instations shall be in the scope of Offtaker.

The Generator shall coordinate with the Offtaker to be present during the commissioning of the respective associated equipment of the Plant when it is energized. Pre-commissioning and on-load testing shall be carried out by both Parties.

Differential protection for SP Feeder bays shall be provided at both ends as per 132 kV Protection SLD and Logic Diagram included in Annex C of this Appendix 13. Relays shall be installed at Plant by the Gen-erator and to be free issued to the Offtaker Substation by the Generator for installation at Offtaker Substation. Installation, integration and testing of the relays in Offtaker Substation 132 kV SP feeder relay panels shall be the responsibility of the Offtaker. The commissioning, testing of the complete differential scheme shall be carried out by the Generator in coordination with the Offtaker

Intertrip receive/send relays at Offtaker Substation and Plant side shall be provided by the respective Party with close coordination. Intertrip Channel 1 of M1SPFP shall be used for the Intertrip send/receive of M1SPFP Protection Functions (i.e. 50/51-1. 50BF I, 87). Similarly Intertrip Channel 1 of M2SPFP shall be used for the same functions of M2.

Intertrip Channel 2 M1SPFP and M2SPFP shall be used for sending Intertrip related to Plant related protections i.e., transformer differential protection, transformer mechanical protection etc.

CT sizing and relay setting documents shall be prepared by Offtaker on the base of inputs for SP feeder bays required from Generator.

The testing and commissioning of the related feeders shall be carried out by the Offtaker and Genera-tor. The time schedule shall be coordinated between the Parties, in order to satisfy Offtaker requirements.

FO Cables from FDP to protection relays shall be installed and tested by Offtaker.

(b) **Electrical Connection Site Schedules**

The Generator shall provide the information that Offtaker requires to produce the Site Responsibility Schedules as required by Section ECC.7 and Appendix A of the IWPP Code.

(c) **Electrical Connection Site Common Drawings**

The Offtaker shall provide the information that the Generator requires to produce the Site Common Drawings as required by Section ECC.7.4 of the IWPP Code.

These shall include but not limited to:

(i) single line diagrams;

(ii) protection and control schematics;

(iii) communication schematics and protocols;

(iv) IEC101/104 inter-operability document/link redundancy scheme as implemented at Master Stations;

(v) terminal interface documents; and

(vi) earthing scheme diagrams.

(d) **Responsible Managers**

The Generator shall provide the contact details of responsible managers who have been duly authorised to sign Electrical Connection Site Schedules on behalf of the Generator as required by the Electrical Connection Conditions Code Appendix A, section A.3, of the IWPP Code.

(e) **Civil Works**

The Offtaker shall be responsible for all civil works within the Offtaker Substation. The Generator shall be responsible for all civil works up to the boundary of the Offtaker Substation. The Generator shall tie in to the civil works at locations agreed with the Offtaker.

3 SCADA, Energy Management System and Dispatcher Training Simulator Interfaces

3.1 Introduction

A SCADA, Energy Management System (EMS) and Dispatcher Training Simulator (DTS) (SCADA/EMS/DTS System) is in operation in the Offtaker's two (2) multi site Transmission Control Centres (TCC1 and TCC2). Both centres are equally ranked and are operating in a multi-site fashion. TCC1 and TCC2 may be operated in a coordinated and complementary manner or can operate independently. TCC1 or TCC2 can independently handle the complete system operation in case of failure of one of them. EMS applications can be executed from both TCC1 and TCC2. The SCADA/EMS/DTS system is the Siemens Spectrum Power 4.6 Systems. In this Appendix 13 (*Interfaces*) TCC1 and TCC2 will be referred to as the Master Stations.

The Generator shall provide the signals to the TCC1/TCC2 in line with the list to be submitted by the Generator and approved by the Offtaker. Signals shall be interfaced using redundant Gateway communication between the TCC1/TCC2 and the Plant's Distributed Control System (DCS) by way of IEC 60870-5-101 or IEC 60870-5-104 protocols.

The Offtaker shall terminate Offtaker signals required by the Generator for the Plant's DCS. Configuration of these signals within the Plant shall be the responsibility of the Generator.

All necessary signals and data required for a proper and accurate performance of the Energy Management System (EMS) functions, such as Economic Dispatch, Resource Scheduling, Optimal Power Flow and other EMS applications, shall be provided from the Plant DCS and via gateways transmitted to the Master Station.

Modification of the Offtaker's SCADA/EMS/DTS system shall be contracted by the Generator to the SCADA/EMS/DTS OEM supplier. The Generator shall coordinate with the Offtaker or its representative to ensure that the signals are correctly installed and end to end tested.

3.2 Automatic Generation Control (AGC)

No AGC is required for the Plant.

3.3 Data & Plant Operation Philosophy

All necessary EMS data such as the Operating Parameters shall be provided by the Generator. In the event that further information than that contained in this Agreement is needed, the Generator shall be responsible for providing this information. The Generator shall coordinate with Offtaker or its representative to ensure that the EMS has the required Plant data.

A minimum list of nontelemetered modelling EMS data and Plant parameters are detailed in Annex A, but shall be finalized and coordinated with the Offtaker during engineering phase.

3.4 Signal Exchange between the Plant's DCS and TCC1/TCC2

The signal exchange between the DCS and the TCC1/TCC2 shall cover at least the requirements of Annex B. This list shall be finalized at engineering stage between Generator and Offtaker. The Generator shall make provisions for at least 3,000 signals.

The signal exchange shall be realized by means of redundant fibre optic links established directly between Plant's DCS redundant Gateways and Offtaker Substation redundant Gateways using the redundant two (2) by twenty four (24) C direct fibre optic links through the Plant's media converters and the Offtaker's converters. The Plant's media converter shall be compatible with the Offtaker's converters. Any additional fibre optic media converters or hardware required to achieve the required signal exchange shall be provided by the Generator.

The applied protocol between Plant and the TCC1/TCC2 shall be IEC 60870-5-101 or 104. All analog points (measurements) transmitted from the DCS to the TCC1/TCC2 shall be in low priority (class-2) format with spontaneous cause of transmission and reasonable dead band. Moreover, all digital points (alarm/indications) transmitted from the Plant's DCS to the TCC1/TCC2 shall be in high priority (class-1) format by exception. In addition, the Generator shall provide the protocol interoperability list IEC 60870-5-101 or 104 and shall comply with the interoperability provided by the Offtaker gateways.

All signals from the Plant required for the control and monitoring from the Offtaker Substation and Master Stations shall be made available via the Plants DCS. This includes all redundant gateways and redundant direct fibre optic links between Plant and Offtaker Substation.

Provision of complete list of the signals required for operating the SCADA/EMS/DTS System shall be developed and agreed between Offtaker and the Generator.

The Master Stations shall be informed about the general Plant status. The following scope of process signals as detailed in Annex B, as a minimum, shall be made available at the Offtaker Substation.

The generator inter-tripping interface shall be provided by the Generator.

The scope of I/O signals to be exchanged between Plant's DCS and the Offtaker Substation is pro-posed in the Appendices of this Appendix 13 (*Interfaces*).

The necessary telecom terminal equipment at the Offtaker Substation shall be provided by the Off-taker. The Generator shall be responsible for terminating all cables from the Plant on to the terminal equipment provided by the Offtaker.

4 Mechanical Interfaces

4.1 Sewage

There shall be no interface regarding sewage and the Generator shall make its own arrangements regarding disposal of sewage produced on the Site.

5 Civil Interfaces

5.1 Boundary Fence

The Generator shall be responsible for providing the fence around the entire Site. This interface includes an area extending up to three (3) meters from the outside of the boundary fence where the Generator shall provide a finished surface suitable for planting.

However, the Generator shall not be responsible for surface dressing of the side around the Offtaker Substation plot that do not adjoin the Site.

The fence includes the Plant's security gates.

5.2 Road Access

The Offtaker shall construct/adapt all access roads to the Site required for construction. All internal roads inside the Plant will be responsibility of the Generator.

Annex A Plant Parameters and EMS/DTS Requirements

Annex A.I Plant Data:

Annex A.I.1 Basic Engineering Data:

- External Identity
- Power Station
- Module Type/Model
- Inverter Type/Model
- Rated Voltage [kV]
- Rated Apparent Power [MVA]
- Nominal Power or Peak Power at STC [MWp]
- Nominal AC Power [MW]
- Nominal AC Power at 50°C [MW]
- Maximum AC Power expected during operation [MW]
- Controlled Bus
- Minimal and Maximal Reactive Power Production [MVAr]
- Minimal and Maximal Active Power Production [MW]
- Minimal and Maximal Active Power Consumption [MW] (especially at night and offline periods)
- Minimal and Maximal Reactive Power Consumption [MVAR] (especially at night and offline periods)
- Power flow model and documentation
- Clear Name Plate

Annex A.I.2 Dynamic Data:

- Inverter model parameters and description
- Plant controller parameters, description and control block diagram
- Auxiliary load modelling dynamic data (voltage, current, frequency dependency dynamic parameters and constants)

Annex A.I.3 Short Circuit Analysis (SCA) Data:

- Positive-sequence Reactance [% of Rated Impedance]
- Negative-sequence Reactance [% of Rated Impedance]
- Zero-sequence Reactance [% of Rated Impedance]
- Static reactive current feed-in factor (plant and inverters)

Annex A.I.4 PQ Capability Curve:

- Inverter: Active Power [MW], Min. and Max. Reactive Power [MVAr]
- Plant: Active Power [MW], Min. and Max. Reactive Power [MVAr]
- Annex A.I.5 Dispatch Data:
- Forced Outage Rate [%]
- Local Consumption [%]

Annex A.II Protection relays data and model:

Annex A.II.1 Basic Data:

- Over current relays
- Over/Under voltage relays
- Over/Under frequency relays
- Synchronisation check relays

Annex A.II.2 Protection DTS Data

- Over current relays
- Instantaneous Trip Flag
- Instantaneous Trip Setting
- Inverse-Time Over current Trip Flag
- Inverse-Time Over current Pickup Setting
- Voltage Relay DTS Data
- Over/Under voltage Indicator
- Voltage Limit Setting
- Delay Time
- Frequency Relay DTS Data
- High Frequency Trip setting
- Low Frequency Trip setting
- Pickup Time Delay
- Load Reduction Factor
- Tripping stage
- Frequency setting

- Frequency settings per stage
- Time delay

Annex B Signal Exchange List between Plant DCS and Offtaker Substation

Annex BI Measurements

- Active and Reactive Power (±MW & ±MVAr)
- Forecast of Active and Reactive Power (±MW & ±MVAr) for next 3 hours of operation
- Total auxiliary load of the Plant
- Active power limits (MW) - Pmax and Pmin for the Plant
- Voltage (kV) - at output terminals of the main step-up transformer
- Frequency (Hz) - at output terminals of the Plant (within 1 mHz accuracy)
- Current (A) - at output terminals of the main step-up transformer
- Tap position - at each regulating main step-up transformer
- Global Horizontal Irradiance (W/m²)
- Global Plane Of Array Irradiance (W/m²)
- Forecast of Global Horizontal Irradiance (W/m²) for next 3 hours of operation
- Global Plane Of Array Irradiance (W/m²) for next 3 hours of operation
- Actual Performance Ratio (%)
- Ambient Air Temperature (C) - external ambient air temperature at the Site.
- Relative Humidity (%) - external ambient air humidity at Site

Annex B.II Status Indications

- Plant operating status (connect/disconnect)
- Inverter operating status (connect/disconnect)
- Plant operating status (operating/standby/outage)
- Inverter operating status (operating/standby/outage)
- Circuit breaker status (On/Off):
- At MV circuit breakers
- At HV side of station transformer
- Line/Circuit disconnector status (On/Off):
- At HV side of each main step-up transformer
- Earth switch status (On/Off) :
- At HV side of each inverter step-up transformer (incl. all available earth switches)
- At HV side of each station transformer (incl. all available earth switches)

Annex B.III Indications and Alarms

All following Indications and alarms shall be provided to Offtaker

Annex B.III.I Trip relay operated

- For each inverter step-up transformer circuit breaker
- For each MV circuit breaker (if any)
- For each line or feeder circuit breaker (if any)

Annex B.III.2 Plant protection operated:

For the following to be grouped as one alarm:

- Voltage dependent over current
- Sensitive directional earth fault
- Neutral displacement
- Over voltage
- Under voltage
- Over frequency
- Under frequency
- Under impedance/back-up impedance
- Voltage balance

Annex B.III.3 Plant transformer protection operated:

The following to be grouped as one alarm

- HV overcurrent
- HV earth fault
- HV restricted earth fault
- LV earth fault (for open generator circuit breaker)
- Buchholtz relay (if oil immersed)
- Pressure relief valve (if oil immersed)
- Oil temperature alarm & trip (if oil immersed)
- Winding temperature alarm & trip

Annex B.III.4 Combined feeder and Plant step-up transformer protection operated:

- Overall differential protection

Annex B.III.5 Circuit breaker faulty (inoperative):

- For each HV and MV circuit breakers

Annex B.III.6 VT fail:

- At HV side of main step-up transformer

Annex B.III.7 Protection supply fail:

- For main step-up transformer protection

Annex B.III.8 Start sequence indications:

- Start initiated

Annex B.III.9 Stop sequence indications:

- Stop initiated

Annex B.III.10 Telemetry/Telecom 48V DC supply fall:

- For Plant as a whole

Annex B.III.11 Station DCS UPS fail:

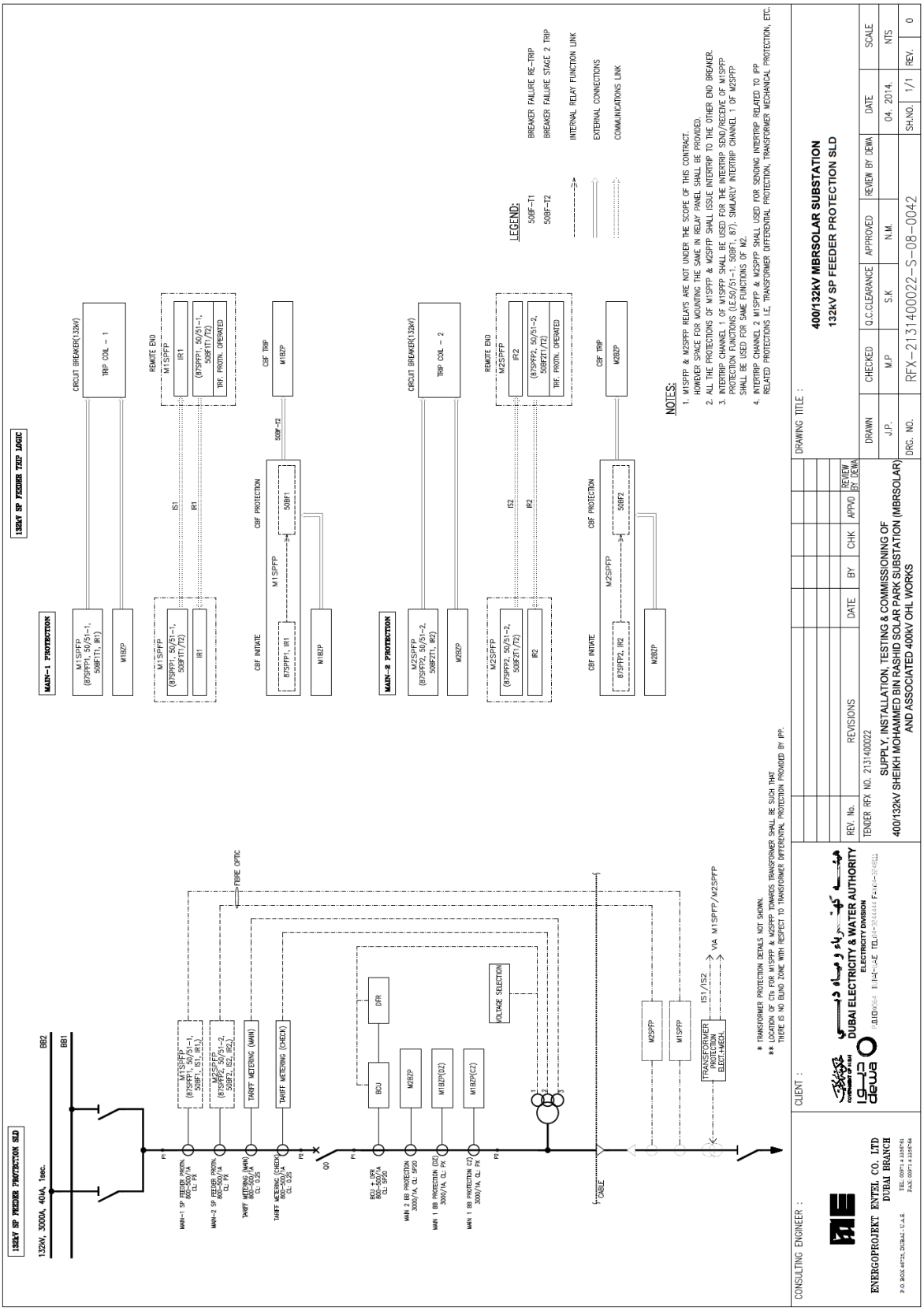
The following shall be grouped in one alarm

- Station DCS AC power supply fail
- Station DCS DC power supply fail
- Station DCS master system fail
- Station DCS gateway fail

Annex B.III.12 RTU AC power supply fail:

- At all power station equipped with RTU system
- RTU 48V DC power supply fail at all power station equipped with RTU system

Annex C 132kV SP Feeder Protection SLD



Appendix 14

Environmental Requirements and Procedures

CONTENTS

Tab No. **Page No.**

ENVIRONMENTAL REQUIREMENTS AND PROCEDURES

1 General

The Generator is responsible for obtaining and maintaining all the necessary permits for the construction and operation of the Plant. These include but are not limited to:

(a) Environmental permit for developing, constructing and operating infrastructure projects;

(b) Permit to store dangerous goods, if any;

Generator shall ensure all NOCs and clearances are obtained prior to commencing work.

The Generator shall comply in all respects with all applicable national and international environmental regulations. This includes ensuring that the design of the Plant allows operation under all operating scenarios in compliance with applicable standards and regulations. Where the local and World Bank/ IFC environmental standards differ, the most stringent standards shall be met.

In addition to the local Emirates environmental requirements, the design, construction and operation of the Plant shall comply with the requirements of Equator Principles', World Bank (WB) and International Finance Corporation (IFC) Performance Standard and Environmental, Health and Safety (EHS) Guidelines.

A Social and Environmental Assessment (SEA) shall be carried out by an approved consultant (Dubai Municipality), in accordance with the requirements and regulations of United Arab Emirates (Federal and Emirates of Dubai) and Equator Principles (EPs). Considered here are the minimum requirements for complying with local and international environmental legislation, standards and guidelines. These will be addressed with the SEA and it is essential that the Generator considers the implications and designs the Plant to comply with the following minimum requirements.

The Generator will be required to provide continuous environmental monitoring and inspection to demonstrate ongoing compliance to the relevant environmental standards.

2 Legislation, Standards and Guidelines

The Generator shall be responsible for ensuring that the plant meets, as a minimum, the relevant UAE (Federal and Dubai) environmental standards and IFC EHS Guidelines, whichever are more stringent (with the exception of ambient air quality standards where national standards take precedence). The relevant standards are specified in the sections below.

The Plant shall be designed to ensure compliance with all applicable laws, environmental construction and operating consents. This shall include all relevant UAE standards and guidelines. An illustrative, non exhaustive list of standards and guidelines is listed below:

2.1 National Standards

(a) Federal Law No. (24) of 1999 for the Protection and Development of the Environment;

(b) Ministerial Decree No. (12) of 2001 for the Protection of Air from Pollutions;

(c) Local Order 61 of 1991 Concerning Environment Protection Regulation in the Emirate of Dubai;

(d) Local Order 11 of 2003 Concerning Public Health and Community Safety in the Emirate of Dubai;

(e) Local Order 02 of 2004 Amending Local Order 11 of 2003;

(f) Environmental Standards and Allowable Limits of Pollutants on Land, Water, and Air Environment, May 2003, Dubai Municipality;

(g) Circular to all Industrial Premises, Companies and Warehouses Storing Dangerous Goods in the Emirates of Dubai, January 2011;

(h) All applicable Dubai Technical Guidelines issued by the Environment Protection and Safety Section at Dubai Municipality;

(i) Technical Guideline No. 3, 2010: Capture, Rescue, Translocation, Release and Restoration of Wildlife in the Emirates of Dubai;

(j) All applicable Code of Practices issued by Dubai Municipality;

(k) All applicable Information Bulletins issued by Dubai Municipality including Dubai Municipality Information Bulletin Standards and Allowable Limits of Pollutants on Land, Water and Air Environment, May 2003;

(l) All applicable Circulars issued by Dubai Municipality.

2.2 Equator Principles

The Equator Principles are a financial industry benchmark for determining, assessing and managing social and environmental risk in project financing. It is important that the plant is designed and constructed to contemporary international standards in order to minimise adverse impacts on the environment. This will also ensure that the project has a resale value on the international market should future business needs require the sale or refinancing of the project.

For this Project, the Equator Principles III effective since 4 June 2013 shall be applicable and can be found at full http://www.equator-principles.com/index.php/ep3/ep3. Compliance with the Equator Principles must be demonstrated. Principle 3 is set out below and is relevant to the Generator.

Principle 3: Applicable Social and Environmental Standards

Compliance with relevant host-country laws, regulations and permits that pertain to social and environmental matters as well as adopting and making reference to applicable IFC Performance Standards, World Bank Guidelines and applicable Industry Specific EHS Guidelines

2.3 International Guidelines and Standards

(a) IFC's Environmental, Health and Safety Guidelines, General EHS Guidelines, April 30, 2007; and

(b) International Finance Corporation Performance Standards on Social and Environmental Sustainability, January 1, 2012.

2.4 International Convention and Treaties

UAE is party to a number of international and regional conventions. The design, construction and operation of the Plant shall take into account these conventions and treaties.

2.5 Social and Environmental Assessment

The Generator shall prepare an Equator Principles' compliant Social and Environmental Assessment (SEA) for the Plant according to UAE and Dubai environmental law and regulations and World Bank (WB)/International Finance Corporation (IFC) Guidelines.

The SEA study shall comply with Dubai Municipality's Technical Guideline No. 53 for Environmental Impact Assessment Procedure and the requirements of Equator Principles and IFC Performance Standards. The report shall, as a minimum, contain the following:

(a) Non-technical summary;

(b) Executive summary;

(c) Project and proposed site description;

(d) Environmental baseline conditions;

(e) Socio Economic and public/stakeholder consultation

(f) Conducted methodology for evaluation;

(g) SEA legislative framework;

(h) Environmental regulations and standards;

(i) Construction phase impacts:

  (i) Air quality (dust and gaseous emissions);

  (ii) Noise;

  (iii) Soil and groundwater;

  (iv) Soil waste;

  (v) Terrestrial ecology; and

  (vi) Socio Economic impacts.

(j) Operation phase impacts:

  (i) Soil and groundwater contamination;

  (ii) Noise;

  (iii) Terrestrial ecology;

  (iv) Solid waste; and

  (v) Socio Economic impacts.

(k) Environmental Management and Monitoring System (EMMS) framework;

(l) Construction Environmental Management Plan (CEMP) including impacts mitigations;

(m) Operational Environmental Management Plan (OEMP) including impacts mitigations;

(n) Monitoring and environmental inspection plan during each phase of the project; and

(o) Other environmental issues-

In addition, the Generator shall prepare an Environmental Management and Monitoring Plan (EMMP) based on the EMMS Framework specified within the SEA Study. This Plan is to be compiled with prior to construction activities and prior to operation to implement mitigation measures in a timely, effective manner and to ensure that the construction and operation of the Project will have minimal environmental/ecological impacts.

Environmental monitoring and inspection of parameters during both the construction, commissioning and operational phases of the project shall be carried out to ensure that impacts are evaluated and that necessary mitigation measures are applied. A suitably competent and qualified person, as well as if required by any Authority, authorized and approved should be appointed for the monitoring of parameters.

The Generator shall provide four hard copies and a soft copy of the SEA to the Offtaker four months before the Commercial Operation Date.

3 Mitigation Measures

3.1 Construction phase

The Generator shall ensure, as a minimum, that the following mitigation measures are met during construction phase (i.e. prior to the Commercial Operation Date)[9]:

(a) Minimization of dust emission:

(i) As construction stage required, spraying with water of exposed surface that could result in dust release from wind action, as required;

(ii) Unpaved roads should be kept regularly damp, compacted or suitably surfaced;

(iii) Speed limit should be implemented throughout the construction site; and

(iv) Truck loads should be covered with a sheet to eliminate dust emission during transport.

(b) Minimization of noise level:

(i) Preventive maintenance of equipment and machinery (lubricating moving parts, tightening loose parts or replacing worn out components); and

(ii) The machine engines that generate high noise levels should be fitted with acoustic hoods.

(c) Minimization soil and groundwater contamination:

(i) Temporary sanitary facilities should be provided with properly designed underground sewage collection tanks. The tanks 'vacate of the tanks should be carried out under the appropriate regulations and with appropriate frequency;

[9] Construction phase includes commissioning phase.

(ii) A cleaning and maintenance area for vehicles and equipment should be provided;

(iii) Washwater should be directed into an underground tank and collected under the appropriate regulations and with appropriate frequency;

(d) Tanks storing fuel or chemicals should be provided with containment systems consisting in a secondary containment, with a volume of 110 percent of the content of the biggest tank, enclosed with bund walls and concrete flooring. Implementation of Waste Management Plan:

(i) Separate waste segregation containers into industrial wastes (non - hazardous), domestic wastes and hazardous wastes;

(ii) Impervious flooring onsite designated temporary storage areas; and

(iii) Collection and disposal should be carried out under the appropriate regulations and with appropriate frequency.

(e) Minimization of terrestrial ecology impacts:

(i) Avoiding the ghaf trees, whenever possible or considers the possibility of transfer to other areas;

(ii) Translocation of animals (dhubs, Arabian oryx and gazelle if necessary) from the Project site to similar habitats within the Marmoon Reserve by a wildlife expert and in close with the DM-MEWS;

(iii) Reestablishment of feeding stations or stables at immediate vicinities;

(iv) The following measures should also be implemented:

(v) The location of temporary facilities should be located avoiding the sand dune areas, as far as practicable;

(vi) Worker induction on the conservation value of habitats at the area;

(vii) Any encounter with animals within the Project site should be properly coordinated with the authority (i.e. DM-EPSS and Marine Environment and Wildlife Section); and

(viii) No animals should be kept within the construction site.

3.2 Operation phase

The Generator shall ensure, as a minimum, that the following mitigation measures are met during the Commercial Operation Period:

(a) Minimization of noise level:

(i) Preventive maintenance of equipment and machinery (lubricating moving parts, tightening loose parts or replacing worn out components).

(b) Minimization soil and groundwater contamination:

(i) Drains system for cleaning water (drip trays, etc.) should constructed;

(ii) Washwater should be directed into a collection tank and should be treated onsite for reuse or as irrigation water;

(iii) Sewage collection tanks ‘vacate should be carried out under the appropriate regulations and with appropriate preventive maintenance frequency; and

(iv) Tanks storing fuel or chemicals should be provided with containment systems consisting in a secondary containment, with a volume of 110 percent of the content of the biggest tank, enclosed with bund walls and concrete flooring.

(c) Implementation of Waste Management Plan:

(i) Implementation of a Solid Waste Management Plan (SWMP)

(ii) Separate waste segregation onsite;

(iii) Identification of designated storage areas; and

(iv) Collection and disposal should be carried out under the appropriate regulations and with appropriate frequency.

(d) Minimization of terrestrial ecology impacts:

(i) The Project area should be fenced;

(ii) Personnel induction on the conservation value of habitats at the area;

(iii) Human activities in sand dune areas should be avoided. As well as minimization of artificial lightings that could reach the sand dunes areas.

Appendix 15

The Invoicing Procedures

CONTENTS

1 Definitions and Interpretation

1.1 Definitions

Capitalised terms not otherwise defined in this Appendix 15 (*The Invoicing Procedures*) shall have the meanings given to them in Clause 1.1.

1.2 Interpretation

Unless otherwise specified, references to "**Sections**" in this Appendix 15 (*The Invoicing Procedures*) are references to Sections of this Appendix 15 (*The Invoicing Procedures*).

2 Provision of information for invoices

From the Commercial Operation Date, Offtaker shall make available to the Generator all data from the Electricity Metering System, in accordance with the IWPP Code, to allow the Generator to prepare Invoices for submission to Offtaker.

3 Preparation of invoices

3.1 Based on the data provided by Offtaker under Section 2, the Plant configuration information and the relevant Availability Notices, the Generator shall prepare Invoices, as set out in this Section 3.

3.2 The Invoice shall show:

(a) the Net Electrical Energy delivered during the relevant Billing Period, and any amounts to be paid by Offtaker in relation to such dispatched Net Electrical Energy pursuant to Appendix 10 (*Calculation of Payment*) for such Billing Period;

(b) the Deemed Net Electrical Energy deemed to be delivered during the relevant Billing Period, and any amounts to be paid by Offtaker in relation to such Deemed Net Electrical Energy pursuant to Appendix 10 (*Calculation of Payment*) for such Billing Period; and

(c) supporting documentation to enable Offtaker to verify its contents, including, but not limited to, the total counter reading, the total reverse counter reading, the daily output report for each day's output broken down into hourly output during the Billing Period.

3.3 The Invoice shall state the total amount due for payment in USD in respect of such Billing Period.

3.4 The Generator shall provide to Offtaker a format for the Invoices, which shall contain all necessary information, for approval by Offtaker.

Appendix 16

Development Programme

The Development Programme will be submitted by the Bidder and shall be based on Appendix 1 *(Plant Minimum Functional Specification)*, subject to the approval of Offtaker.

Appendix 17

Form of Offtaker Credit Support

[NOTE: DETAILED TEXT SUBJECT TO FINAL COMMENT BY DEPARTMENT OF FINANCE - GOVERNMENT OF DUBAI]

GOVERNMENT OF DUBAI

AND

[COMPANY]

GOVERNMENT PAYMENT UNDERTAKING

CONTENTS

Tab No. **Page No.**

THIS GOVERNMENT PAYMENT UNDERTAKING is dated

BETWEEN:

(1) GOVERNMENT OF THE EMIRATE OF DUBAI (the "Government"); and

(2) [**COMPANY**], a private joint stock company organised and existing under the laws of the United Arab Emirates, with its registered office at [●], Dubai, United Arab Emirates (the "Company").

INTRODUCTION:

The Government and the Company wish to enter into this Government Payment Undertaking in connection with the performance by DEWA, in its capacity as an offtaker, of certain of its termination payment obligations under the PPA (as defined below).

IT IS AGREED as follows:

1 Definitions and Interpretation

1.1 Definitions

In this Government Payment Undertaking:

"**Affiliate**" means, in relation to a person, a company or entity that directly or indirectly controls, or is controlled by, or is under common control with, that person, provided that neither DEWA nor the Government shall be considered to be an Affiliate of the Company. For the purposes of this definition, "**control**" shall mean:

(a) ownership or control (whether directly or otherwise) of more than fifty per cent (50%) or more of the equity share capital, voting capital or the like of the controlled entity; or

(b) ownership of equity share capital, voting capital, or the like by contract or otherwise, conferring control of, power to control the composition of, or power to appoint, a majority of the members of the board of directors, board of management, or other equivalent or analogous body of the controlled entity;

"**Business Day**" means a day (other than a Friday or Saturday) on which banks are open for general business in Dubai;

"**DEWA**" means the Dubai Electricity and Water Authority, an authority established pursuant to Decree No. (1) of 1992 Concerning the Formation of DEWA, and its amendments;

"**Effective Date**" means the date of this Government Payment Undertaking;

"**Party**" means a party to this Government Payment Undertaking;

"**PPA**" means the power purchase agreement entered into between DEWA and the [Bidder] dated [●], as novated to the Company under the novation agreement relating to the power purchase agreement dated [●]; and

"**Relevant Obligations**" has the meaning set out in Clause 2.1.

1.2 Interpretation

(a) Capitalised terms defined in the PPA shall have, unless expressly defined in this Government Payment Undertaking, the same meaning in this Government Payment Undertaking.

(b) The provisions of Clause 1.2 (*Interpretation*) of the PPA apply to this Government Payment Undertaking as though they were set out in full in this Government Payment Undertaking, except that references to the PPA are to be construed as references to this Government Payment Undertaking.

2 Payment Undertaking

2.1 Payment Undertaking

In consideration of the Company entering into the PPA with DEWA and achieving Financial Closing, the Government irrevocably and unconditionally undertakes with the Company that, whenever DEWA does not pay, in accordance with the terms of the PPA, any amount under Clause 21.6.2, 21.6.3, 21.6.4 and 21.6.5 (*Consequences of Termination*) of the PPA which:

(a) DEWA has agreed to pay to the Company; or

(b) DEWA has been held liable to pay to the Company pursuant to a final and binding arbitration award of the Tribunal rendered in accordance with Clause 26.3 (*Arbitration*) of the PPA,

(the "**Relevant Obligations**"),

it shall, within sixty (60) Business Days following demand by the Company, pay that amount to the Company as if it were the principal obligor in respect of the Relevant Obligations.

2.2 Effective Date

This Government Payment Undertaking will take effect on and from the Effective Date.

2.3 Waiver of defences

The obligations of the Government under this Clause 2 will not be affected by any act, omission or thing (whether or not known to it or the Company) which, but for this provision, would reduce, release or prejudice any of its obligations under this Clause 2.

2.4 Immediate recourse

The Government waives any right it may have of first requiring the Company to proceed against or enforce any other right or security or claim payment from any person before claiming from the Government under Clause 2.1.

2.5 Non-competition

Unless all amounts which may be or become payable by DEWA under or in connection with the Relevant Obligations have been irrevocably paid in full or the Company otherwise directs, the Government will not, after default by DEWA and a claim has been made by the Company pursuant to this Guarantee:

(a) be subrogated to any rights, security or moneys held, received or receivable by the Company (or any trustee or agent on its behalf); or

(b) be entitled to any right of contribution or indemnity in respect of any payment made or moneys received on account of the Government's liability under this Government Payment Undertaking.

3 Taxes

3.1 The Government shall make all payments to be made by it in respect of the Relevant Obligations without any deduction or withholding for or on account of any Taxes, unless required by UAE law.

3.2 The Government shall:

(a) pay when due all Taxes required by UAE law to be deducted or withheld by it from any amounts paid or payable under this Government Payment Undertaking; and

(b) forthwith on demand indemnify the Company against any loss or liability which the Company incurs as a consequence of the payment or non-payment of those Taxes.

4 Payments

4.1 Place

All payments by the Government under this Government Payment Undertaking shall be made to the Company to its account at such office or bank as it may notify the Government for this purpose by not less than five (5) Business Days' prior notice.

4.2 Currency

Any payment made by the Government under this Government Payment Undertaking is payable in Dirhams.

4.3 No set-off or counterclaim

All payments made by the Government under this Government Payment Undertaking shall be calculated and made without (and free and clear of any deduction for) set-off or counterclaim (*provided that* nothing herein shall prevent the assertion of any such claim, set-off or other rights by a separate suit).

4.4 Business Days

If a payment under this Government Payment Undertaking is due on a day which is not a Business Day, the due date for that payment will instead be the next Business Day in the same calendar month (if there is one) or the preceding Business Day (if there is not).

5 Representations and Warranties

5.1 Representations and warranties

The representations and warranties set out in this Clause 5 are made by the Government to the Company.

5.2 Powers and authority

The Government has the power to enter into and perform, and has taken all necessary action to authorise the entry into and performance of, this Government Payment Undertaking and the transactions contemplated by this Government Payment Undertaking.

5.3 Legal validity

This Government Payment Undertaking, subject to any general principles of law limiting its obligations generally constitutes the Government's legal, valid and binding obligation enforceable in accordance with its terms.

5.4 Times for making representations and warranties

The representations and warranties set out in this Clause 5 are made by the Government on the date of this Government Payment Undertaking.

6 Amendments and Waivers

6.1 Procedure

Any term of this Government Payment Undertaking may be amended or waived with the agreement of each of the Parties.

6.2 Waivers and remedies cumulative

The rights of the Company in respect of the Relevant Obligations:

(a) may be exercised as often as necessary; and

(b) may be waived only in writing and specifically.

Delay in exercising or non-exercise of any right is not a waiver of that right.

7 Changes to the Parties

7.1 Assignments and transfers by the Government

The Government may not assign or transfer any of its rights and obligations under this Government Payment Undertaking unless agreed to by each of the Parties.

7.2 Assignments and transfers by the Company

The Company may not assign or transfer any of its rights and obligations under this Government Payment Undertaking without the prior written consent of the Government in its sole discretion exercised reasonably, provided, however, that the Company may assign its rights under this Government Payment Undertaking in accordance with Clause 23.2 (*Assignment to Financing Parties*) of the PPA.

8 Severability

If a term of this Government Payment Undertaking is or becomes illegal, invalid or unenforceable in any respect under any jurisdiction, that will not affect:

(a) the legality, validity or enforceability in that jurisdiction of any other term of this Government Payment Undertaking; or

(b) the legality, validity or enforceability in other jurisdictions of that or any other term of this Government Payment Undertaking.

9 Counterparts

This Government Payment Undertaking may be executed in any number of counterparts. This has the same effect as if the signatures on the counterparts were on a single copy of this Government Payment Undertaking.

10 Notices

10.1 Any notice or other communication from one Party to the other shall be in the English language, made in writing, and delivered by hand, courier or by facsimile to the person designated by the other Party to receive such communications, as follows:

Government

Address:	[●] Dubai United Arab Emirates
Attention:	[●]
Fax:	[●]

Company

Address:	[●] [●] [●]
Attention:	[●]
Fax:	[●]

10.2 A notice shall be deemed to have been made or delivered:

(a) in the case of any communication made by letter, when delivered by hand, by recognised courier or by mail (registered return receipt requested) at the address set out in Clause 10.1; and

(b) in the case of any communication made by facsimile, when transmitted properly addressed to the facsimile number set out in Clause 10.1.

10.3 If a Party changes its notice details set out in Clause 10.1, it shall provide the other Party with prompt notice of any such changes prior to affecting the same.

11 Governing Law

This Government Payment Undertaking shall be governed by, and construed in accordance with the federal laws of the UAE and the laws of Dubai.

12 Dispute Resolution

12.1 Arbitration

(a) Any dispute, claim, difference or controversy arising out of, relating to or having any connection with this Government Payment Undertaking, including any question regarding its existence, validity, interpretation, performance or termination, (a "**Dispute**"), shall be referred to and finally resolved by arbitration under the Arbitration Rules of the Dubai International Arbitration Centre ("**DIAC**"), which rules are deemed to be incorporated by reference to this Clause 12.1.

(b) The number of arbitrators shall be three (3).

(c) The place of arbitration shall be Dubai.

(d) The governing law of the arbitration shall be the federal laws of the UAE and the laws of Dubai.

(e) No arbitrator shall be a present employee or agent of, or consultant or counsel to, either Party or any Affiliate of either Party or a national of a state with which the domicile of any Party does not maintain diplomatic relations.

(f) The arbitration shall be conducted in the English language and all documents submitted in connection with such proceeding shall be in the English language or, if in another language, accompanied by a certified English translation.

(g) The Parties shall each pay one-half of any advance on costs set by DIAC. The arbitral tribunal shall be entitled to allocate the costs of arbitration between the Parties, which costs shall be borne by each Party as determined in any arbitral award or awards by the arbitral tribunal.

12.2 Exclusive Jurisdiction

Neither Party shall have the right to, nor shall they, commence or maintain any legal proceedings concerning a Dispute, including any legal proceedings in the UAE or abroad, until

the Dispute has been resolved in accordance with Clause 12.1 and then only to enforce or execute an award.

THIS GOVERNMENT PAYMENT UNDERTAKING has been entered into in relation to the PPA on the date stated at the beginning of this Government Payment Undertaking.

SIGNATORIES TO THE GOVERNMENT PAYMENT UNDERTAKING

Government

GOVERNMENT OF THE EMIRATE OF DUBAI

By:

Company

[COMPANY]

By:

Appendix 18

List of Independent Experts

1 Black and Veatch

2 Electrowatt

3 Fichtner

4 PB Power Limited

5 R W Beck

6 Sargent & Lundy

7 Worley Parsons

8 ILF Consulting Engineers

Appendix 19

Form of Novation Agreement

THIS NOVATION AGREEMENT is entered into in the Emirate of Dubai, the United Arab Emirates on [•] ("**Novation Effective Date** "):

BETWEEN:

(1) **DUBAI ELECTRICITY AND WATER AUTHORITY**, an authority established pursuant to Decree No. (1) of 1992 Governing the Formation of Dubai Electricity and Water Authority and its amendments ("**Offtaker**");

(2) **[BIDDER]**, a [•] duly organised and existing under the laws of [•], with its registered office at [•], and its principal office at [•] (herein referred to as "[**Bidder**]"); and

(3) **[COMPANY]**, a private joint stock company duly organised and existing under the laws of the Emirate of Dubai and the United Arab Emirates, with its registered office at [•] and commercial registration number [•] ("**Company**")

(Offtaker, the [Bidder] and the Company are sometimes referred to herein individually as a "**Party**" and collectively as the "**Parties**").

INTRODUCTION

(A) Offtaker and the [Bidder] have entered into a Power Purchase Agreement dated [•] relating to the development and implementation of the Project (the "**Power Purchase Agreement**").

(B) Pursuant to the terms of the Shareholders' Agreement, the [Bidder] undertook to incorporate a private joint stock company for the purpose, among others, of assuming and performing all of the [Bidder]'s obligations and exercising all of the [Bidder]'s rights under the Power Purchase Agreement from the Novation Effective Date until the end of the Term.

(C) It is a condition precedent to the Closing Date that Offtaker, the [Bidder] and the Company have entered into this Novation Agreement, upon the due licensing, incorporation and registration of the Company.

NOW, THEREFORE, the Parties agree as follows:

1 Definitions and Interpretation

1.1 Definitions

Capitalised terms not otherwise defined in this Novation Agreement shall have the meanings given to them in the Power Purchase Agreement.

1.2 Rules of Interpretation

The provisions of Clause 1.2 of the Power Purchase Agreement are incorporated herein by reference and shall apply hereto unless the context of this Novation Agreement otherwise requires.

2 Novation of Power Purchase Agreement

With effect from the Novation Effective Date:

2.1 the Company shall perform the obligations under the Power Purchase Agreement and is bound by the terms of the Power Purchase Agreement in every way as if the Company had at all times been a party to the Power Purchase Agreement in place of the [Bidder];

2.2 Offtaker releases and discharges the [Bidder] from further performance of the Power Purchase Agreement and all liabilities, claims and demands howsoever arising under the Power Purchase Agreement whether in contract, tort or otherwise, and accepts that the liability of the Company under the Power Purchase Agreement shall substitute the liability of the [Bidder];

2.3 the [Bidder] releases and discharges Offtaker from all liabilities, claims and demands howsoever arising under the Power Purchase Agreement, whether in contract, tort or otherwise; and

2.4 Offtaker shall perform its obligations under the Power Purchase Agreement and be bound by the terms of the Power Purchase Agreement in every way as if the Company had at all times been a party to the Power Purchase Agreement in the place of the [Bidder].

3 Notices

Clause [27.2] of the Power Purchase Agreement shall be amended by replacing the address details for the Generator with the following address details:

Address: [•]
[•]
Dubai
United Arab Emirates

Attention: [•]
Facsimile: [•]

4 Governing Law

This Novation Agreement shall be governed by and construed in accordance with the federal laws of the UAE and the laws of Dubai.

IN WITNESS WHEREOF, the Parties hereto have caused this Novation Agreement to be executed by their respective duly authorised representatives on the date first written above.

DUBAI ELECTRICITY AND WATER AUTHORITY

By:……

Name:

Title:

[BIDDER]

By:……

Name:

Title:

[COMPANY]

By:……

Name:

Title:

Appendix 20

Project Management Programme

The Project Management Programme will be that project management programme submitted by the Bidder, subject to the approval of Offtaker.