

**POWER PURCHASE AGREEMENT FOR GENERATING CAPACITIES FROM
RENEWABLE ENERGY SOURCES SUPPORTED BY THE RULE ON SUPPORT
SCHEME**

[Type of Renewable Energy Source]

[This template has been approved by the Energy Regulatory Office, as required by the Rule on
the Support Scheme to incentives the construction of new generation capacities from
Renewable Resources]

DATED [•]

KOSTT, J.S.C

-AND-

[name of generator •]

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POWER PURCHASE AGREEMENT

THIS AGREEMENT is made and entered into as of this [date ●], by and between:

- (1) **Transmission System and Market Operator - KOSTT J.S.C** a company duly incorporated under the laws of Kosovo, licensed by the Energy Regulatory Office as Market Operator with registered number 70325350 whose registered office is at Str. Iljaz Kodra, n.n. , Pristina, Kosovo (hereinafter referred to as “**Purchaser**”).

AND

- (2) [**name of generator**] a company duly incorporated under the laws of [country] with registered number [●] whose registered office is at [●] (hereinafter referred to as “**Producer**”).

(each a “**Party**” and together the “**Parties**”)

RECITALS

- A. [**WHEREAS**, the Producer has been authorised by the Energy Regulatory Office (as hereinafter defined) by its decision [●] to construct a [*Type of Renewable Energy Source*] powered electric generation facility, and has been admitted for support of renewable energy sources under the Rule on Support Scheme (as defined herein)];
- B. [**WHEREAS**, the Producer has designed, engineered, and constructed a [●] powered electric generation facility (the “Generator” (as hereinafter defined)) at the “Site” (as hereinafter defined) in the Municipality of [●] having a nominal rated capacity of [●] MW (gross)];
- C. [**WHEREAS**, the Producer has finalized the connection agreement with KEDS[KOSTT] according to the Connection Agreement for the [Kosovo Transmission Network or] Kosovo Distribution network and its amendments];
- D. [**WHEREAS**, the Producer wishes to sell and the Purchaser has agreed, based on its obligations under Article 8.1 and 23.9 (sub-paragraph 9.8) of the Law on Electricity No. 05/L-085 and the Rule on Support Scheme, to purchase all of the Net Delivered Electricity (as hereinafter defined), on and pursuant to the terms and conditions contained herein];
- E. [**WHEREAS**, the Law on Electricity, and the Rule on Support Scheme obliges the Purchaser to purchase the power generated from renewable sources containing the certificate of origin and defined under the Rule Support Scheme and entitles the generator of power from renewable sources to priority of dispatch (as hereinafter defined)];
- F. [**WHEREAS**, the Purchaser has taken on the obligations in this Agreement, in accordance with the Kosovo Legislation, with the objective to incentivise the

construction of RES generating capacities in the Republic of Kosovo included in the Rule on the Support Scheme];

- G. **[WHEREAS, the Rule on Support Scheme obliges the Purchaser to be the Balancing Responsible Party for all RES producers accepted under the Support Scheme or Regulated Framework]**

NOW, THEREFORE, in view of the foregoing premises and in consideration of the mutual benefits to be derived and the representations and warranties, covenants and agreements contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties hereby agree as follows:

1. INTERPRETATION AND DEFINITIONS

Whenever the following capitalized terms appear in this Agreement or in the Schedules, they shall have the meanings stated below:

- 1.1 **“Abandonment”** – The voluntary cessation of operation of the Generator, and the withdrawal of all, or substantially all, personnel by Producer from the Site for reasons other than (i) a breach or default by the Purchaser under this Agreement or (ii) a Force Majeure Event.
- 1.2 **“Agreement”** means this Power Purchase Agreement including all written Schedules, amendments and supplements hereto that may be entered into by the Parties from time to time.
- 1.3 **“Agreement Year”** – Each period of twelve (12) consecutive Months commencing on the Commercial Operations Date and on each anniversary thereof and ending at the end of the Day immediately prior to each immediately following anniversary of the Commercial Operations Date until the expiry of the Term, or Early Termination Date.
- 1.4 **“Affiliates”** – Any Person that directly or indirectly through one or more intermediaries controls, or is controlled by, or is under common control with another Person.
- 1.5 **“Article”** means one Article in this Agreement.
- 1.6 **“Availability Date”** -The Day following the Day the Statement of Availability is issued under Article 11.1.
- 1.7 **“Balancing”** means real time operation and the processes and procedures that the transmission system operator will use to balance the system, which includes but it is not limited to active power flows, control of frequency and control of voltage and reactive power.
- 1.8 **“Brussels Banking Day”** – Any Day other than a Saturday or a Sunday or any other day on which banks are closed in Brussels, Belgium.
- 1.9 **“Business Day”** - Means any day on which banks are open for business in Pristina, Kosovo and specifically excluding Saturdays, Sundays and Government holidays.
- 1.10 **“Country”** means the Republic of Kosovo.
- 1.11 **“Climate Conditions”** – means weather conditions, the nature of which impact the operation and generation of the Generator, existing at the Site. (i.e. speed of wind,

intermittency of wind, volumetric rate of water inflow, upstream and downstream water levels, solar irradiation etc.)

- 1.12 **“Commercial Operations Date”** – The Day immediately following the date on which the Generator is Commissioned.
- 1.13 **“Commissioned”** – The successful completion of Commissioning of the Generator for operation synchronous with the System Operator in accordance with Article 11 **Error! Reference source not found.** and the certification of such successful completion of Commissioning by the System Operator.
- 1.14 **“Commissioning”** – The undertaking of the Commissioning Tests on the Generator.
- 1.15 **“Commissioning Tests”** –The tests to be carried out pursuant to Article 11.3 - 11.5 **Error! Reference source not found.** and Schedule 5.
- 1.16 **“Connection Terms”** - means the entirety of conditions, issued by the System Operator to the Generator, to connect the facility to the relevant System Operator’s network.
- 1.17 **“Connection Facilities”** – Means the System Operator and Producer Connection Facilities specifically outlined in Schedule 3.
- 1.18 **“Connection Point”** – The physical point or points where the Generator and the System Operator are to be connected as specified in Schedule 3 at which point the Purchaser shall receive the Net Delivered Electricity.
- 1.19 **“Control Centre”** means control centre or such other centre as may be designated in writing by System Operator from time to time as being the primary control centre for the Generator, and as further described in the Relevant Codes.
- 1.20 **“Curtailement”** - The event of non-absorption of the electricity produced from the Power Plant due to network issues specified in Article 3.4 of this Agreement.
- 1.21 **“Day”** - Means a twenty four (24) hour period commencing at 00.00 on any calendar day and ending at 00.00 hours on the following calendar day and the date of any Day shall be the date of its commencement as defined herein. Calendar day shall mean any day in a month, including weekends and holidays.
- 1.22 **“Declared Available Capacity”** – Means, in respect of each hour of an Operating Day, the total generating capacity of the Generator expressed in MW that the Producer has declared available to the Purchaser in accordance with the terms of this Agreement.
- 1.23 **“Delayed Payment Rate”** – EURIBOR plus two percent (2%) per annum, compounded semi-annually, calculated for the actual number of Days for which the relevant amount remains unpaid on the basis of a three hundred and sixty-five (365) Day year
- 1.24 **“Dispute”** – Any dispute or disagreement or difference arising under, out of, in connection with or relating to this Agreement, including any dispute or difference concerning the existence, legality, validity or enforceability of this Agreement or any provision hereof, or the obligations or performance of a Party under any provision hereof.
- 1.25 **“Dispatch”** – The exercise by the Purchaser of its right to increase, decrease or cease the generation of electricity by the Generator by issuing Dispatch Instructions in accordance with this Agreement, and “Dispatched” shall be construed accordingly. The

Dispatch in this Agreement only pertains to the exercise between the Parties of this agreement and not with the System Operator.

- 1.26 **“Dispatch Instruction”** – The meaning ascribed thereto in Article 13. A Dispatch Instruction includes successive or revised Dispatch Instructions and Dispatch Instructions revised on the basis of information provided by the Producer.
- 1.27 **“Due and Payable Date”** – The meaning in Article 8.4(a).
- 1.28 **“Emergency”** – An event or circumstance affecting the System Operator which (i) is described as an emergency event in the Relevant Codes, or (ii) materially and adversely affects (as determined solely by the System Operator) the ability of the Purchaser to maintain safe, adequate and continuous electrical service to its customers, having regard to the then-current standard of electrical service provided to its customers, or (iii) presents a physical threat to persons or property or the security, integrity or reliability of the System Operator’s network, or (iv) which the Purchaser reasonably expects to have the effects specified in Article (ii) or Article (iii).
- 1.29 **“Energy Payment(s)”** – Refers to the payment(s) by the Purchaser to the Producer for the Net Delivered Electricity based on the Energy Price.
- 1.30 **“Energy Price”** – The price of Net Delivered Electricity and expressed in Euros per MWh as specified in Schedule 1 as adjusted from time to time in accordance with the provisions thereof.
- 1.31 **“Effective Date”** - Means the date upon which the requirements foreseen under Article 2.1 of this Agreement are completed.
- 1.32 **“Electrical Output”** means, in respect of any period during the Term, all the electrical energy output (expressed in kilowatt-hours (kWh)) generated by the Generator and delivered to the Delivery Point in that period (and, in respect of any shorter period, means the electrical output delivered in that period) as measured by the Meter;
- 1.33 **“EURIBOR”** – The European Banking Federation Interest Settlement Rate for Euro deposits for a period equal to three (3) months which appears on the appropriate page of the Reuters service at or about 11:00 a.m. (CET) in Brussels on the last available Brussels Banking Day, or in the event that the Reuter’s service, or any successor thereto, no longer provides such information, such other service as agreed to by the Parties that provides the European Banking Federation Interest Settlement Rate for Euro deposits.
- 1.34 **“ERO”** - Means the Energy Regulatory Office of Kosovo established under the Law on the Energy Regulator (Law No.05/L –084).
- 1.35 **“Invoice Dispute Notice”** – The meaning ascribed thereto in Article 9.1
- 1.36 **“Feed-in Tariff”** - The meaning set out in Schedule 1.
- 1.37 **“Force Majeure”** – The meaning set out in Article 34.
- 1.38 **“Generator”** – The electric power generation facility comprising of [●] turbine generators (each a **“Generating Unit”**) located on the Site and the Producer Connection Facilities (but excluding the System Operator’s Connection Facilities) having a nominal rated capacity of approximately [●] MW (gross)
- 1.39 **“Grid”** a combination of electricity power lines and electricity equipment of high, medium and low voltage to serve the distribution and transmission of electricity;

- 1.40 **“Kosovo Legislation”** – The laws of Kosovo, and all orders, rules, regulations, executive orders, statutory regulatory orders, judicial decisions, notifications, or other similar directives issued by any public authority pursuant thereto, as any of them may be amended from time to time.
- 1.41 **“Kosovo Political Event”** – The meaning ascribed thereto in Article 34.1(a).
- 1.42 **“KPFME”** – The meaning ascribed thereto in Article 34.1(a)
- 1.43 **“Lapse of Consent”** – Any Producer Consent (a) ceasing to remain in full force and effect and not being renewed or replaced within the time period prescribed by the applicable Kosovo Legislation or (b) not being issued upon application having been properly and timely made and diligently pursued or (c) being made subject, upon renewal or otherwise, to any terms or conditions that materially and adversely affect a Party’s ability to perform its obligations under this Agreements, in each of the above instances despite such Party’s compliance with the applicable procedural and substantive requirements as applied in a “non-discriminatory manner.”
- 1.44 **“Law on Electricity”** – Means the Law on Electricity (Law No. 05/L-085).
- 1.45 **“Loss”** – Any loss, damage, liability, payment and obligation (excluding any indirect or consequential loss, damage, liability, payment or obligation), and all expenses (including, without limitation, reasonable legal fees).
- 1.46 **“Maintenance Outage”** - Means any interruption or reduction of the electricity generating capacity of the Generator that: (i) is not a Scheduled Outage; (ii) has been coordinated with Purchaser in accordance with Article 146 herein; and (iii) is for the purpose of performing work on specific components of the Generator, which work could be postponed by at least 72 hours, but in the opinion of Producer should not be postponed until the next Scheduled Outage;
- 1.47 **“Market Rules”** – Means the wholesale Market Rules, prepared in accordance with Law on Electricity and approved by the Energy Regulatory Office, and any approved amendment or variation thereof.
- 1.48 **“Metering Code”** - Means the set of rules and procedures that regulate metering used on the distribution [if connected to Transmission level, it should read: used in transmission] network in Kosovo, and any amendment or variation thereof.
- 1.49 **“Metering Disputing Party”** has the meaning given in Article 6.5.
- 1.50 **“Metering System”** – All meters and metering devices (including any remote terminal units and an electronic data recording and telemetry system) to be installed at the Connection Point, and thereafter owned and maintained by the System Operator and used to measure the Net Delivered Electricity from the Generator.
- 1.51 **“Month”** – A calendar month according to the Gregorian calendar beginning at 12:00 midnight on the last Day of the preceding month and ending at 12:00 midnight on the last Day of that month.
- 1.52 **“Monthly Energy”** – For any Month, the sum of Net Delivered Electricity.
- 1.53 **“Monthly Energy Payment”** - The meaning ascribed thereto in Article 8.2.
- 1.54 **“Net Delivered Electricity”** – The net electricity expressed in kWh that is generated by the Generator and delivered at the Connection Point, as measured by the Metering System.

- 1.55 **“Notice of Intent to Terminate”** – A notice delivered by the Producer or the Purchaser, as the case may be, of its intent to terminate this Agreement pursuant to Article 20 due to a default of the other Party.
- 1.56 **“Non-Project Event”** - Each of the following events or circumstances:
- (a) constraints on the System Operator,
 - (b) variations in System Operator Frequency outside the Technical Limits,
 - (c) System Operator voltage outside the Technical Limits,
 - (d) an Emergency, or
 - (e) a Dispatch Instruction,
- in each case (i) being the proximate and direct cause of cessation or reduction of the generation of the Generator, and (ii) not caused by the operating conditions at the Generator or a fault or failure of any equipment or safety device comprised in the Generator.
- 1.57 **“O&M Contractor”** – Any operation and maintenance Contractor(s), and any successor(s) thereto, appointed by the Producer for the operation and maintenance of the Generator and not objected to by the Purchaser.
- 1.58 **“On-Peak Month”** – Means any of the following Months: October, November, December, January, February and March.
- 1.59 **“Operating Day”** – Means each period of 24 consecutive hours beginning at 00.00, during the term of the Agreement.
- 1.60 **“Producer”** – [●] a company duly incorporated under the laws of [●] with registered number [●] whose registered office is at [●] and its permitted successors and permitted assigns.
- 1.61 **“Producer Connection Facilities”** – The facilities and equipment designed, constructed or installed by or on behalf of the Producer on the Producer’s side of the Connection Point that are outlined in Schedule 3, including any telemetering System, transmission lines and associated equipment, transformers and associated equipment, relay and switching equipment, telecommunications devices, telemetering and protective devices and safety equipment.
- 1.62 **“Program for Tests”** - The detailed information provided by the Generator to the System Operator for testing the facility, which amongst others include the description of the facility and equipment, proposed timing for test to occur, testing schedules and the personnel involved for the testing in accordance with Article 10, Schedule 5, and the Relevant Codes.
- 1.63 **“Project”** – The power generation facility comprising of the Generator located on the Site and the Producer Connection Facilities (but excluding the System Operator’s Connection Facilities) having a nominal rated capacity of approximately [●] MW (gross) designed, engineered, constructed, Commissioned, owned, operated and maintained by the Producer during the Term, whether completed or at any stage in its construction, including without limitation or regard to level of development, engineering and design documents, all energy producing equipment and its auxiliary equipment, [reservoir], penstock, intake channel, [spillway], data communication and recording equipment and systems, the spare parts stored at the Site, all Producer Connection Facilities and all other equipment or facilities necessary for delivery of

electricity to the Purchaser at the Connection Point, which Generator is described in Schedule 2.

- 1.64 **“Prudent Utility Practices”** – Those practices, methods and procedures conforming to safety and legal requirements which are attained by exercising that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced generator of electricity engaged in the same or a similar type of undertaking or activity under the same or similar circumstances and conditions to those pertaining in Kosovo and satisfying the health, safety and environmental standards of reputable international electric generation companies. Prudent Utility Practices are not limited to optimum practices, methods or acts to the exclusion of all others, but rather, where not expressly catered for in the Relevant Codes, are a spectrum of possible practices, methods and acts which could have been expected to accomplish the desired result at reasonable cost consistent with reliability and safety applicable with reference to hydro powered projects (including their safe and reliable integration in weak grid systems).
- 1.65 **“Purchaser”** –the entity as defined at the preamble of this Agreement and its successors and permitted assigns.
- 1.66 **“Producer Consents”** – All approvals, consents, authorisations, notifications, concessions, acknowledgements, licences, permits, decisions or similar items which is or are issued by a Relevant Authority and which the Producer or any of its Contractors is required to obtain from any Relevant Authority (other than the Purchaser) and thereafter to maintain to fulfil its obligations under this Agreement, including the membership of the Generating Units in the Support Scheme or under the Regulated Framework.
- 1.67 **“Person”** – Any person, firm, company, corporation, society, government, state or agency of a state (including any Public Sector Entity), or any association or partnership (whether or not having separate legal personality) of two or more of the foregoing.
- 1.68 **“Purchaser Event of Default”** – The meaning ascribed thereto in Article 19.
- 1.69 **“Producer Event of Default”** – The meaning ascribed thereto in Article 18.
- 1.70 **“Public Sector Entity”** – The (a) The Government of Kosovo, or any local governmental authority with jurisdiction over the Producer, the Purchaser, or any part thereof, or (b) any department, authority, instrumentality, agency, or judicial body of the Government of Kosovo or any such local governmental authority, (c) courts and tribunals in Kosovo, and (d) any commission or independent regulatory agency or body having jurisdiction over the Producer, the Generator, or any part thereof.
- 1.71 **“Relevant Authority”** – The department, authority, instrumentality, agency or other relevant entity from which a Producer Consent is to be obtained and any authority, body or other Person having jurisdiction under the Kosovo Legislation with respect to the Generator, the Purchaser and this Agreement, as the case may be, which shall include the ERO.
- 1.72 **“Regulated Framework”** – means the regulated framework applicable to RES Generating Facilities not admitted to the Support Scheme who do not wish to operate on the open market.

- 1.73 **“Relevant Codes”** - Means the set of technical rules and standards, approved by ERO, which regulate use of the distribution and transmission networks in Kosovo, and any amendment or variation thereof.
- 1.74 **“Rule on Support Scheme”** means the set of provisions for the support of electricity produced from renewable energy sources in Kosovo, established in the Rule on Support Scheme- as approved by ERO.
- 1.75 **“Site”** – The land, water-ways, roads, wells, rights-of-way, and other interests in land and any rights, permits and licences acquired by the Producer for the purposes of the Project on, through, above or below the ground at the location indicated in Schedule 5, which all or any part of the Generator is built or pursuant to which access thereto is obtained or which is reasonably necessary or appropriate for the operation and maintenance of the Generator.
- 1.76 **“Statement of Availability”** – The written determination to be issued by the Generator for the System Operator under Article 11.1 stating, in relation to the Generator, that the Generator has submitted the necessary Program for Tests and that the Generator is ready for and capable of synchronization with the System Operator and is available for generation and delivery of Net Delivered Electricity, and that the Generator is in a condition that it will successfully complete the Commissioning Tests.
- 1.77 **“System Operator”** – means the company which owns or operates the distribution system operator, licensed ERO, or a transmission system operator, licensed by ERO, to which the networks of system users are connected, depending on the Connection point of the Generator.
- 1.78 **“System Operator Connection Facilities”** – The facilities and equipment designed, constructed or installed by or on behalf of the System Operator on the System Operator’s side of the Connection Point that are outlined in Schedule 3.
- 1.79 **“Scheduled Outage”** – A planned interruption of the Generator’s generating capability or any material part thereof that has been scheduled by the Producer in consultation with the Purchaser in accordance with Article 14 for inspection, testing, preventive maintenance, corrective maintenance, repairs, replacement or improvement of the Generator or any material part thereof.
- 1.80 **“Tax”** or **“Taxes”** – Any tax, charge, cess, impost, tariff, duty, basis for assessing taxes (including the rates of or periods for depreciation of assets for tax assessment purposes), fiscal concession or allowance imposed by or payable to the Government of Kosovo, or an agent thereof, including any value added tax, water or environmental or energy tax, import or customs duty, withholding tax, excise tax, tax on foreign currency or foreign exchange transactions or property tax.
- 1.81 **“Technical Limits”** – The limits and constraints in Schedule 5 relating to the operation, maintenance and Dispatch of the Generator.
- 1.82 **“Test Energy”**- Means Net Delivered Electricity generated and delivered from time to time during the period after the Availability Date, but before the Commercial Operation Date.
- 1.83 **“Termination Date”** – The meaning ascribed thereto in Article 21 and Article 22.
- 1.84 **“Term”** – Means the duration of this Agreement as defined in Article 2.2 of this Agreement.
- 1.85 **“Termination Notice”** – The meaning ascribed thereto in Article 21.

1.86 **“Week”** – Each period of seven (7) consecutive Days beginning at 12:00 midnight falling between a Saturday and a Sunday.

1.87 In this Agreement:

- (a) references to the masculine shall include the feminine and references to the singular shall include references to the plural and vice versa;
- (b) the headings are for convenience only and shall be ignored in construing this Agreement;
- (c) unless otherwise provided herein, whenever a consent or approval is required by one Party from the other Party, such consent or approval shall not be unreasonably withheld or delayed;
- (d) the words “include”, “including” and “in particular” shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words;
- (e) references to a Party are references to a party to this Agreement, including that Party’s assigns or transferees permitted in accordance with the terms of this Agreement and its successors in title;
- (f) in carrying out its obligations and duties under this Agreement, each Party shall have an implied obligation of good faith;
- (g) except where the context otherwise requires, references to a particular Article, paragraph or Schedule shall be a reference to that Article, paragraph or Schedule in this Agreement;
- (h) reference to an agreement or document shall be a reference to it as further amended, supplemented or novated from time to time in accordance with, and subject to, any requirements of this Agreement and (subject thereto) shall include a reference to any document which amends, is supplemental to, novates, or is entered into, made or given pursuant to or in accordance with any terms of it;
- (i) reference to a statutory provision (including any secondary legislation) shall include such provision as from time to time modified or re-enacted or consolidated so far as such modification or re-enactment or consolidation applies or is capable of applying to any transactions entered into under this Agreement;
- (j) where any provision of this Agreement provides that any word or expression is to have the meaning given to it or have the same meaning as it has in another agreement or document; such meaning shall remain in full force and effect and the word or expression shall continue to have such meaning notwithstanding that such relevant agreement or document expires or terminates for any reason;
- (k) any reference to currency, shall refer to the lawful currency of Kosovo;
- (l) all units of energy, mass, weight, time, length, volume, pressure, temperature and other physical properties are demonstrated in the *Système International des Unités (SI)* (7th edition, 1998) in accordance with the definitions, units and acronyms specified by the *Bureau International des Poids et Mesures*; and
- (m) In this Agreement, the following abbreviations shall have the following meanings:

°C means degrees Celsius;
kV means kilovolt or 1,000 Volts;
kW means kilowatt or 1,000 Watts;
kWh means kilowatt hour;
m/s means meters per second;
MW means megawatt or 1,000,000 Watts;
Mvar means megavar or 1,000,000 vars;
MWh means megawatt hour or 1,000 kWh; and
GWh means gigawatt hour or 1,000,000 kWh.

2. COMMENCEMENT AND TERM

- 2.1 The provisions of this Agreement shall be effective on the date upon which each of the following conditions are fulfilled (the "**Effective Date**").
- (a) The Agreement has been signed by both Parties,
 - (b) System Operators are notified, in accordance with the Rule on Support Scheme.
- 2.2 From the Commercial Operations Date, this Agreement shall remain in full force and effect for a period of [10 (ten) years] or [12 (twelve) years]¹, or until the Termination Date.
- 2.3 During the term of this Agreement, each Party shall comply with the Kosovo Legislation and all other agreements and rules it is required to enter into or comply with pursuant to the Kosovo Legislation, or any licence, as well as any laws and regulations in the Republic of Kosovo.
- 2.4 During the term of this Agreement, any matter not explicitly regulated by this Agreement shall be regulated by Kosovo Legislation governing the electricity market in the Republic of Kosovo.

3. PURCHASE AND SALE OF ELECTRICITY

- 3.1 Subject to the terms of this Agreement, the Producer shall sell and deliver and the Purchaser shall purchase and accept all Net Delivered Electricity generated by the Generator and delivered at the Connection Point by the Producer for the consideration described in Schedule 3. The Net Delivered Electricity shall be delivered to Purchaser at the Connection Point in a form, including voltage and frequency variation that is

¹ Ten years for Hydro and Biomass, and twelve years for Wind and Photovoltaic Sources

compatible with the Relevant Codes, the Connection Agreement and consistent with Prudent Utility Practices.

- 3.2 For the avoidance of doubt, in no event shall the Purchaser have any obligation to pay for any Net Delivered Electricity produced by the Generator prior to the Availability Date.
- 3.3 Notwithstanding any other provision of this Agreement, Purchaser, after notification from the System Operator, shall not be obligated to accept electricity from the Generator if any of the events described below shall have occurred and be continuing:
- (a) an Emergency event occurs, in which case the System Operator is unable to accept Net Delivered Electricity from the Generator;
 - (b) System Operator at its sole discretion, and upon providing prior notice to the Producer, interrupts the acceptance of electricity from Generator to conduct necessary maintenance of the grid facilities adjacent to the Connection Facilities that cannot wait until the next Scheduled Outage; or
 - (c) in the reasonable opinion of System Operator, Generator produces electricity of a character inconsistent with that described in the Relevant Codes, or that may adversely affect the safety, reliability or security of System Operator's equipment, facilities, personnel or system, or to Purchaser's customers. In such case, the System Operator, according to the Relevant Codes, shall notify the Producer of this condition and allow Producer reasonable time to correct it. If Producer fails to correct the condition within a reasonable time, System Operator may physically interrupt the flow of electricity from Generator until the condition is corrected providing that Generator is operating in accordance with the operating standards set forth in Relevant Codes.
- 3.4 If, during the term of the agreement, the Producer is not able to deliver electricity to the Grid due to any of the aforementioned events in Article 3.3, the Producer shall be compensated by extending the term of this agreement according to the hours of Curtailment.
- 3.5 The Producer is obliged to keep detailed records about the number of hours curtailed every year including all supporting documents received from the System Operator, and is obliged to present the data to the Purchaser and ERO at the end of each Agreement Year. All communications made between the Producer and the System Operator relating to Article 3.3 shall be recorded by the Producer and a copy or transcript of such recording shall be provided to the Purchaser upon request
- 3.6 The Producer shall not, without the prior written consent of the Purchaser, sell or deliver the electrical output of the Generator to any person other than the Purchaser during the Term of this Agreement.
- 3.7 Producer shall take no action which would encumber, impair or diminish Producer's ability to generate, sell and deliver the Net Delivered Electricity in accordance with this Agreement.

3.8 All actions required or taken under this Agreement by either Party shall at all times be consistent with the Relevant Codes and Prudent Utility Practices.

4. PAYMENT OF ENERGY

4.1 For each billing period commencing on and after the Availability Date and for the remainder of the Term of this Agreement, Purchaser shall pay the Producer for the Net Delivered Electricity from the Generator and accepted by Purchaser and metered in accordance with Article 6, at the Connection Point, during such billing period. The payment for the Net Delivered Electricity for each billing period shall be calculated in accordance with the Energy Price outlined in Schedule 1, with the exception of Test Energy, which shall be calculated based on Article 4.2.

4.2 The Parties agree that Net Delivered Electricity on the Day after the Availability Date but before the Commercial Operations Date shall be treated as Test Energy. The price for Test Energy shall be equal to 60% of the Energy Price.

4.3 The Purchaser agrees to provide a supply of electricity to the Generator at the Purchaser's relevant prevailing tariff, subject to the self consumption needs of the Producer, and the said consumption must be paid by the Producer and metered separately from the Net Delivered Electricity.

4.4 Any adoption, change, repeal, or re-interpretation of the Energy Price during the Term of this Agreement, outlined in Schedule 1, shall have no impact on the Producers income for the Net Delivered Electricity.

5. CONNECTION

5.1 The Producer shall be responsible for the financing, design, procurement, construction, completion, testing, and commissioning of the Producer Connection Facilities with all proper skill and care and in all material respects in accordance with:

- (a) this Agreement, specifically Schedule 3;
- (b) the Relevant Codes,
- (c) Kosovo Legislation, as pertaining to the Site;
- (d) the Connection Terms;
- (e) Prudent Utility Practices;

5.2 The Producer will provide and install protective relays, step-up transformers and other protective devices as the Producer may deem necessary in accordance with the Relevant Codes and Prudent Utility Practices provided however, that all such protective devices will be compatible with the System Operator requirements. Unless otherwise provided in the Relevant Codes, the Producer shall be responsible for protecting its own facilities from possible damage caused by disturbances in the System Operator or other problems arising from the operation of the System Operator's facilities.

5.3 Title to, and the risk of loss on any electricity generated by the Generator and transmitted to Purchaser in accordance with this Agreement shall pass to Purchaser at the Connection Point.

6. METERING

6.1 The Parties acknowledge that for the purposes of determining the Net Delivered Electricity, the Metering System is required prior to the delivery of any Net Delivered Electricity to the Connection Point for sale hereunder. The Producer has the right, but not the obligation, on its own cost to install any back up metering. The Metering System shall be consistent with the requirements of Metering Code.

6.2 The Net Delivered Electricity will be metered by Metering System located at the Connection Point. The Metering System shall be purchased and installed in compliance and in conformity with the requirements of the Metering Code. Upon installation of the Metering System, the System Operator has all the rights, titles and interests in the Metering System. In the event that the Metering System is installed at any other location other than the Connection Point, the Energy quantity will be adjusted to allow for technical losses between the location of the Metering System and the Connection Point. In such cases, technical losses shall be calculated based on Prudent Utility Practices.

6.3 The Metering System shall be sealed and the seal shall only be broken, as provided in Metering Code.

6.4 The System Operator, according to the Metering Code, is responsible for inspecting and testing all Metering System upon installation and periodically afterwards. The Producer shall have reasonable prior notice of such inspections and tests and will permit a representative of Producer to witness and verify such inspections and tests, as well as any adjustments made as a result thereof; provided, however, that if such representative is not present at the designated time, the inspection, test or adjustment may proceed as scheduled, as according to the Metering Code.

6.5 If at any time either Party believes that that the Net Delivered Electricity has not been properly recorded (the "Metering Disputing Party"), the Metering Disputing Party shall file a request to the System Operator for verification of the Net Delivered Electricity and/or testing of the Metering System.

6.6 The Metering Disputing Party shall promptly notify the other Party about the request filed to the System Operator.

6.7 If the testing of the Metering System shows that its accuracy is within the levels of accuracy stipulated in the Metering Code, the cost of testing shall be paid by the Metering Disputing Party.

6.8 If the Metering System is found to be defective or inaccurate, it shall be adjusted, repaired, replaced and/or recalibrated by the System Operator. If the Metering System fails to register, or if the measurement made by such device is found upon testing to be

inaccurate by more than +/- 1% at the design calibration point, an adjustment shall be made correcting all measurements made by such metering device for billing purposes for both the amount of the inaccuracy and the period of inaccuracy. If such period is not ascertainable, the previous records will be corrected back one-half of the time elapsed since the date of the last test. If the amount of the inaccuracy cannot be ascertained, or if the Metering System is out of service as a result of maintenance, repairs or testing for any period, the Net Delivered Electricity delivered during such period will be determined on the basis of the best data available, using the following order of priority:

- (a) by correcting the error if the percentage is ascertainable by calibration, tests or mathematical calculation after the instrumentation is returned to service; or
- (b) by estimating the Net Delivered Electricity based on deliveries during previous periods under similar conditions when the instrumentation was operating accurately.

6.9 To the extent that the adjustment period covers a period of deliveries for which payment has already been made by Purchaser, Purchaser shall re-compute the amount due for the period of the inaccuracy and shall subtract the previous payments by Purchaser for such period from such re-computed amount. If the difference is a positive number, that difference shall be paid by Purchaser to the Producer. If the difference is a negative number, that difference shall be paid by the Producer to Purchaser. Payment of such difference by the owing Party shall be made within the time period specified in Article 8 herein.

[The following two paragraphs are applicable only for the PPA signed with Wind Generator]

6.10 The Producer shall install the Anemometry System at the Complex to measure and record, unaffected by the wake-effect of the Generating Unit, the free-stream wind flow at the Site in the predominant wind direction. The Anemometry System shall be installed, calibrated, tested, maintained and operated, and all data collected through the Anemometry System shall be collected, sampled, processed and reported in accordance with the applicable IEC Standard(s), particularly IEC 61400-Part 12.

6.11 If the Purchaser believes that the Anemometry System is inaccurate it shall inform the System Operator, and if the System Operator validates such believes, the Producer is requested to test the Anemometry System's accuracy, and the Producer shall test the Anemometry System within a reasonable time. The System Operator shall give the Purchaser no less than forty-eight (48) hours notice of such tests and the Purchaser shall have the right to witness such tests, as well as any inspection of the Anemometry System or adjustment thereof; provided that if the Purchaser fails to attend such tests, inspection or adjustment such right shall have been waived with respect to such test, inspection and/or adjustment. The Purchaser shall bear the cost of such additional test requested by it, unless the test indicates that the Anemometry System is inaccurate by more than one percent (1%), in which case the Producer shall bear the cost of the additional test.

7. TELECOMMUNICATIONS

- 7.1 Not later than thirty (30) Days prior to the Commercial Operations Date and in any event before any Net Delivered Electricity is delivered from the Generator to the Connection Point, the Producer shall at its own cost and expense procure and shall have installed and have operational the following equipment:
- (a) A communications unit in the control room of the Generator, or in another location designated by the Producer, compatible with System Operator to permit voice communications between the Generator and the System Operator Control Centre; and
 - (b) Equipment designated by the Producer to transmit and receive facsimiles inside the Generator, or in another location.
- 7.2 Details of all Purchaser and Producer contact information, which are required for communication purposes under Article 7.1 above, shall be provided in writing by both Parties to the System Operator prior to the Commercial Operations Date.
- 7.3 In addition to Article 7.1, during the Term of the Agreement, the Producer shall install any other required equipment so as to communicate in accordance to Relevant Codes.
- 7.4 All communications made between the Producer and the System Operator, including communications by the Producer declaring partial or complete inability of the Generator to comply with the Dispatch Instructions (together with the reasons therefore), shall be recorded by the Producer and a copy or transcript of such recording shall be provided to the Purchaser upon request.
- 7.5 The communication requirements for facilities providing ancillary services will be as specified in the ancillary services agreement, as required by the Relevant Codes.

8. BILLING AND PAYMENT

- 8.1 Subject to Article 9 and in accordance with the procedures specified in Article 8.4 the Purchaser shall pay to the Producer, Monthly in arrears, the Energy Payments, for the Monthly Energy.
- 8.2 On or after the fifth (5th) Business Day but not later than ten (10) Business Day each Month, the Producer shall submit an invoice to the Purchaser stated in Euros for the Monthly Energy Payment due in respect of the previous Month (or part-Month). Such invoice shall set forth for the relevant Month, the Energy Price (as determined in accordance with Schedule 1), and the Net Delivered Electricity, and such other information and calculations including the rate of inflation as determined by ERO in accordance with the Rule on Support Scheme, in reasonable detail, so as to enable the Purchaser to confirm that the calculation of the amounts shown in the invoice comply with the provisions of this Agreement.

- 8.3 Purchaser may require clarification or substantiation of any amount included in an invoice submitted under Article 8.2 by delivering notice of such requirement to the other Party. The Party receiving such request shall provide the requested clarification and substantiation of such invoice or statement within five (5) Business Days of its receipt of such request.
- 8.4 Subject to Article 9:
- (a) the Purchaser shall pay the Producer the amount shown on an invoice delivered in accordance with Article 8.2, less deductions for any Disputed amounts, balancing costs, or portions of amounts shown in the invoice, on or before the thirtieth (30th) Day following the Day the invoice is received by the Purchaser (the “**Due and Payable Date**”); provided that, if such date is not a Business Day, the Due and Payable Date shall be the next following Business Day.
 - (b) Any invoice delivered pursuant to this Article 8 shall be paid in Euros.
 - (c) Each Party shall have the right to set off any amounts due and payable by it to the other Party under this Agreement against any and all amounts then due and payable to it by the other Party under this Agreement. Such rights of set-off shall relate only to amounts that are then due and payable to and by a Party and are undisputed or have been determined to be payable through arbitration.
 - (d) Late payments by either Party, of amounts due and payable, under this Agreement shall bear interest at a rate per annum equal to the Delayed Payment Rate, prorated Daily.
 - (e) Payments received by either Party shall be applied against outstanding invoice on the ‘first in, first out’ principle, so that the invoice that have been outstanding the longest (in whole or in part) shall be paid first.
- 8.5 The Producer shall maintain accurate and complete records and data, as reasonably necessary to calculate or confirm the correctness of, the Energy Price, Energy Payments, and any other claims for payment or recovery of costs or expenses made by the Producer under this Agreement. All such records and data shall be maintained for a period of not less than thirty-six (36) months following the last date on which such data and information was relevant for claims by the Producer for payment by the Purchaser.

9. PAYMENT DISPUTES

- 9.1 At any time within thirty (30) Days after receipt of an invoice, a Party may serve notice (an “**Invoice Dispute Notice**”) on the other Party that the amount of such invoice (or part thereof) is in dispute. Each Invoice Dispute Notice shall specify the invoice concerned and the amount in dispute, giving reasons as complete and as detailed as reasonably possible. The amounts in dispute shall not become Due and Payable until a resolution of the Dispute in accordance with Article 39. A Party shall be entitled to submit any Dispute relating to an invoice to Dispute resolution in accordance with Article 39 so long as it has delivered an Invoice Dispute Notice to the other Party.

9.2 Upon resolution of the Dispute under Article 39 any amounts disputed and not paid but determined to be owed by a Party or any amounts paid and determined not to be owed shall be paid or repaid to the other Party, as the case may be, within seven (7) Business Days after such resolution or determination, together with interest thereon from but excluding the date initially owed or paid until and including the date paid or repaid, as the case may be, at the Delayed Payment Rate.

10. PROGRAM FOR TESTS

10.1 The Producer shall provide the System Operator on an on-going basis with relevant information regarding its Program for Tests and shall deliver a final programme for the said tests, including the expected duration and a tentative schedule therefore, not less than thirty (30) Days prior to the commencement of such tests. The Producer shall advise the System Operator in writing of any changes in its final schedule for the said tests not less than seven (7) Days prior to the commencement of the tests. Such final schedule shall not materially increase or advance the timing of the Purchaser's obligations under this Agreement without the prior written consent of the Purchaser.

10.2 The Producer shall inform the System Operator that the Tests, which can be carried out before synchronisation of the Generator to the System Operator, to be so carried out in the presence of the System Operator. The Program for Tests shall include (without prejudice to additional tests reasonably requested by the System Operator) those tests outlined in Schedule 5.

10.3 The System Operator shall be given not less than seventy-two (72) hours notice of such tests (and any retests thereof) and shall have an opportunity to be present at and observe all such tests.

11. AVAILIBILITY AND COMMISSIONING OF THE GENERETING UNIT

11.1 Upon mutual agreement for the timing for the Program for Tests referred to Article 10 and once the Producer is satisfied that the Generator is capable of continued operation, the Producer shall provide to the System Operator the Statement of Availability.

11.2 Upon issuance of the Statement of Availability, but in any event no later than the following Day, the Producer shall request from the System Operator to energise and keep energised the Connection Facilities for receipt of Net Delivered Electricity.

11.3 The Producer shall be entitled to commence and the Purchaser shall be obliged to accept deliveries of Net Delivered Electricity at the Connection Point on the Day after the Availability Date. At any time thereafter, the Producer shall perform, at the first availability opportunity, the tests stipulated in Schedule 5 (the "**Commissioning Tests**").

11.4 The Producer shall to the extent practicable or possible notify the System Operator of the schedule for performance of the Commissioning Tests. To the extent the System Operator is able to be present and observe any such tests it shall have the right to be so present, provided that, recognising the impact of Climate Condition risk, (i) the

Producer may perform such Commissioning Tests as can be performed without the presence of officers from the System Operator, and (ii) the Producer shall request from the System Operator to issue standing instructions to its personnel at the relevant sub-station to accede to requests of the Producer at short or instantaneous notice to conduct such operations of the Connection Facilities as shall enable the Commissioning Tests to be carried out.

- 11.5 The Producer may repeat the Commissioning Tests as many numbers of times as required by the Producer and upon the Generating Unit having satisfied the Commissioning Tests to establish the Commercial Operations Date. The Generating Unit will be considered Commissioned when declared by the Producer and subsequently certified in writing by the System Operator.
- 11.6 The Commercial Operations Date shall occur as of the first Day after the Day the Generator is Commissioned.
- 11.7 Notwithstanding commencement of deliveries of Net Delivered Electricity on the Day after the Availability Date but before the Commercial Operations Date, in the event any Commissioning Tests demonstrate a defect, fault, inadequacy in design or construction or defect or fault in the operation of (i) any safety or protective devices comprising the Producer Connection Facilities, (ii) the voltage regulation system, (iii) the power electronic converter, (iv) the reactive compensation system, or (v) any other equipment comprised in the Generator that, in each case, causes an Emergency or has a real likelihood of causing an Emergency, the System Operator may require the Producer to interrupt delivery of the Net Delivered Electricity to the Connection Point until the defect or fault is removed. The Producer shall in that case take such remedial measures as may be necessary or appropriate to ensure the Generator operates consistent with the safety, technical and functional requirements stipulated in this Agreement. Upon confirmation by the System Operator that appropriate remedial measures have been implemented by the Producer, the Purchaser shall resume acceptance of Net Delivered Electricity at the Connection Point.
- 11.8 The Producer shall provide the System Operator with copies of the Commissioning Test results and the test results after every general overhaul of any Generating Unit or other major equipment at the Generator.
- 11.9 If, during or following a Scheduled Outage, a Maintenance Outage, or a Force Majeure Event, the Producer is required to undertake additional tests of one or more Generating Unit or the Generator that are not required under this Article 11.9 and which require that electricity is delivered to the System Operator. The Producer, in accordance with the Relevant Codes, shall request from the System Operator to accommodate such tests as soon as reasonably practicable following a request.
- 11.10 To the extent any other testing of the Generator is required under the Grid Code or the Connection Agreement, the Producer shall perform such tests as and when required.
- 11.11 The Producer shall operate and maintain the Generator in accordance with the terms of this Agreement, the Kosovo Legislation, the Relevant Codes, Metering Code and

Prudent Utility Practices. The obligations of the Producer shall include, without limitation:

- (a) the Producer shall operate the Generator in parallel with the System Operator pursuant to the Relevant Codes relating to synchronization, voltage and frequency control and generation of harmonic frequencies.
 - (b) All Net Delivered Electricity from the Generator shall have at the Connection Point, the electrical characteristics set forth in the Relevant Codes.
 - (c) The operation of the inter tie and/or synchronizing circuit breaker shall occur under the direction of the System Operator's Control Centre in accordance with the provisions of Relevant Codes. Upon reasonable notice, except for Emergency conditions where no prior notice is required, Producer shall permit any employees and inspectors of System Operator to conduct such operating tests and inspections as are reasonably deemed necessary by System Operator to ascertain that the inter tie equipment related to the Connection Facilities is functioning properly. Purchaser shall bear all reasonable costs and expenses of such inspections or tests.
- 11.12 The Producer shall be responsible for the mechanical and electrical availability of the Generator and its components for generation of Net Delivered Electricity throughout the Term. The Producer shall be responsible for that at any time that the Climate Conditions at the Site enables generation and delivery of Net Delivered Electricity, the Generator generates and delivers the Net Delivered Electricity at the Connection Point, except when and to the extent that generation and delivery of Net Delivered Electricity is prevented partially or completely during the continuance of or on account of a Force Majeure Event, Scheduled Outage or Maintenance Outage or Non-Project Event.
- 11.13 In the event that the Producer contracts with an O&M Contractor to operate and maintain the Generator; this shall not relieve the Producer of any of its obligations or potential liability regarding the insuring, operation or maintenance of the Generator or any liability whatsoever resulting from a breach of any term or condition of this Agreement.
- 11.14 The System Operator shall have the right, on a recurring basis and upon reasonable prior notice to the Producer to have the System Operator's officers, employees, and representatives observe the operation of each Generating Unit. The Producer shall comply with all reasonable requests of the System Operator for, and assist in arranging, any such observation visits. The System Operator's visits shall be reasonable both in terms of the frequency of such visits and the number of persons. All persons visiting the Generator, or the Site on behalf of the System Operator shall comply with the Producer's generally applicable safety regulations and procedures made available to such persons and shall comply with the reasonable instructions and directions of the Producer, and shall not unreasonably cause any interference with or disruption to the activities of the Producer on the Site.

12. FORECASTING OF NET DELIVERED ELECTRICITY

- 12.1 The Producer agrees that it shall use state-of-the-art best possible means available, and in accordance with the Relevant Codes and Prudent Utility Practice, drawing on its limited historical data, maintenance schedules, and other relevant data and considerations, predict the long-term and short-term availability of the Generator and on that basis shall provide to the Purchaser the following non-binding hourly data:
- (a) not later than thirty (30) Days before the beginning of each Agreement Year, a year ahead forecast of Net Delivered Electricity on a Monthly basis for the succeeding Agreement Year;
 - (b) not later than one (1) Week before the beginning of each Month, a Month ahead forecast of Net Delivered Electricity on a Weekly basis for the succeeding Month; and
 - (c) not later than 09:00 hours on each day, a day ahead forecast of Net Delivered Electricity for the following day.
- 12.2 Any notable changes from the above forecasts shall be noted and an explanation provided by the Producer to the Purchaser, and should be in accordance with the Relevant Codes.

13. DISPATCH INSTRUCTIONS

- 13.1 The Producer shall comply with Dispatch Instructions issued by the Purchaser, provided, that:
- (a) such Dispatch Instructions are consistent with the Technical Limits; and
 - (b) the Generator can be operated consistent with the Dispatch Instructions in view of the then prevailing Climate Conditions.
- 13.2 The Producer shall not be in breach of Article 13.1 for failure to execute a Dispatch Instruction due to a Non-Project Event.
- 13.3 Compliance with Dispatch Instructions is a material term of this Agreement – repeated failure by the Producer to comply with Dispatch Instructions shall constitute a Producer Event of Default.
- 13.4 During the Term of this Agreement, the Producer will be charged for Balancing, according to the Law on Electricity, Rule on Support Scheme, and relevant Market Rules.

14. SCHEDULED OUTAGE

- 14.1 Producer shall provide a timetable for Scheduled Outages for the Generator for the first year of operation at least thirty (30) days prior to the Commissioning Date. Thereafter, Producer shall submit to the Purchaser annual Scheduled Outages no later than October 1 of each year that cover the twelve (12) month period starting January 1 and ending December 31 and a forecast of long-term Scheduled Outages that will encompass the

immediately ensuing four (4) maintenance years. Each Scheduled Outage shall be in compliance with restrictions outlined in Article 14.2. The Purchaser shall provide written notice of any reasonable objections to the proposed annual Scheduled Outages within ten (10) Business Days of receipt thereof, and failure to so object shall be deemed approval of the annual Scheduled Outages. Producer shall furnish the Purchaser with reasonable advance notice of any change in the annual Scheduled Outages. Reasonable advance notice of any change in the annual Scheduled Outages involving any shutdown of the entire Generator is as follows:

Scheduled Outage Expected Duration	Advance Notice to the Purchaser
(1) Less than 2 days	at least 24 hours
(2) 2 to 5 days	at least 7 days
(3) Major overhauls (over 5 days)	at least 90 days

14.2 Producer shall not schedule any Scheduled Outages for the entire Generator during any weekday of an On-Peak Month without the prior written approval of the Purchaser not to be unreasonably withheld, delayed or conditioned.

14.3 Purchaser shall provide a maintenance schedule for the distribution facilities adjacent to the Connection Facilities for the first year of operation at least thirty (30) days prior to the Commissioning Date. Thereafter, Purchaser shall submit to the Producer annual maintenance schedules no later than January 31 of each year that cover the twelve (12) month period starting January 1 and ending December 31.

15. MAINTENANCE OUTAGES

15.1 The Producer shall advise the Purchaser of the need for any Maintenance Outages, together with the proposed commencement date and estimated duration of the work to be undertaken. The Purchaser shall advise the Producer of the periods during which such Maintenance Outage may be undertaken, such periods to be reasonable in light of the Purchaser’s requirements for Net Delivered Electricity and the necessity for the Maintenance Outage. The Producer shall, subject to the Technical Limits, use reasonable endeavours to carry out the Maintenance Outage during the times provided by the Purchaser in accordance with this Article 14.3.

15.2 The Producer shall co-operate with the Purchaser in developing emergency procedures for the Generator, including voltage reduction to effect load Curtailment, and shall, to the extent consistent with the Technical Limits, comply with such emergency procedures.

16. EMPLOYMENT OF QUALIFIED PERSONNEL

16.1 From and after the first date that Net Delivered Electricity is delivered from the Generator to the Connection Point, the Producer and the Purchaser shall ensure that their and/or their respective Contractors’ personnel are on duty at the Generator and the

Control Centre, respectively, at all times, and that such personnel are adequately qualified and trained, and who have experience as necessary and appropriate to undertake the duties for which they are engaged at the Generator and the System Operator Control Centre.

17. MAINTENANCE OF OPERATING RECORDS

- 17.1 Each Party shall keep complete and accurate records and all other data reasonably required for the proper administration of this Agreement.
- 17.2 Without prejudice to the generality of the foregoing, the Producer shall maintain an accurate and up-to-date operating log, in a format mutually agreed upon by the Parties, at the Site with records and data of:
- (a) gross electricity generation by each Generating Unit for each hour;
 - (b) Net Delivered Electricity;
 - (c) Generating Unit availability data for each hour;
 - (d) actual wind speed measured at the anemometers installed on the Generating Unit;
 - (e) planned and unplanned maintenance outages;
 - (f) circuit breaker trip operations requiring a manual reset;
 - (g) partial de-ratings of equipment;
 - (h) other significant event related to the operation of the Generator; and
 - (i) other matters agreed upon by the Parties.
- 17.3 Producer shall provide to the Purchaser a monthly report, by no later than thirty (30) days after the end of each calendar month, with the information listed in paragraphs (a) to (i) above and in such form as the Purchaser shall reasonably request.
- 17.4 Either Party shall have the right, upon ten (10) Days prior written notice to the other Party, to examine the records and data kept by the other Party pursuant to Articles 17.1 and 17.2 at any time during normal office hours during the period such records and data are required hereunder to be maintained. For the avoidance of doubt, it is agreed that references to records and data in this Article 17.4 includes records and data created, recorded, maintained and retrieved in electronic form.
- 17.5 All records and data mentioned in this Article 17 shall be maintained for a minimum of sixty (60) Months after the creation of such record or data and for any additional length of time required by any Public Sector Entity with jurisdiction over either Party and neither Party shall dispose of or destroy any such records or data after such sixty (60) Month period unless the Party desiring to dispose of or destroy any such records or data has first given thirty (30) Days prior written notice to the other Party, generally describing the records or data to be destroyed or disposed of, and the Party receiving such notice has not objected thereto in writing within ten (10) Days.

18. PRODUCER EVENTS OF DEFAULT

18.1 The following events shall be events of default by the Producer (each a “**Producer Event of Default**”), provided, however, that no such event shall be a Producer Event of Default if it is caused in whole or material part by a breach by the Purchaser of, or a default by the Purchaser under, this Agreement (including any Purchaser Event of Default), or if it occurs as a result of a Force Majeure Event:

- (a) the failure of the Producer to achieve the Commercial Operations Date not later than two hundred (200) Days after the Effective Date;
- (b) following the Commercial Operations Date, an Abandonment by the Producer without the prior written consent of the Purchaser and which continues for a period of thirty (30) consecutive Days;
- (c) any breach by the Producer of its obligations under Article 23 (*Assignment*) or Article 11.12 (*Availability of the Generator*);
- (d) except for the purpose of amalgamation or reconstruction that does not affect the ability of the amalgamated or reconstructed entity, as the case may be, to perform its obligations under this Agreement, the occurrence of any of the following events:
 - (i) any proceeding being validly instituted under the Kosovo Legislation for the dissolution of the Producer that is not stayed or suspended in ninety (90) Days;
 - (ii) the passing of a resolution for the dissolution or winding up of the Producer;
 - (iii) the voluntary filing by the Producer of a winding up petition, or a request for a moratorium on debt payments or other similar relief
 - (iv) the appointment of a provisional liquidator in a proceeding for the winding up of the Producer after notice to the Producer and due hearing, which appointment has not been set aside or stayed within ninety (90) Days of such appointment; or
 - (v) the making by a court with jurisdiction over the Producer of an order winding up the Producer which order is not stayed or reversed by a court of competent jurisdiction within ninety (90) Days;
- (e) any statement, representation or warranty by the Producer in this Agreement proving to have been incorrect, in any material respect, when made or when reaffirmed and such incorrect statement, representation or warranty having a material adverse effect on the Producer’s ability to perform its obligations under this Agreement or having a material adverse effect on the rights or obligations of the Purchaser under this Agreement;
- (f) any material breach or material default by the Producer of this Agreement (other than any breach or default referred to in the other sub-Articles of this Article 18), including any material breach or default in the performance of its obligation to act in accordance with Prudent Utility Practices, which is not remedied within thirty (30) Days after notice from the Purchaser, stating that a

material breach or default under of this Agreement has occurred and is continuing and identifying the material breach or default in question in reasonable detail; or

- (g) tampering on three (3) or more separate occasions by the Producer or its contractors or their employees acting in the course of their employment with the Metering System.

19. PURCHASER EVENTS OF DEFAULT

19.1 The following events shall be events of default by the Purchaser (each a “Purchaser Event of Default”); provided, however, that no such event shall be a Purchaser Event of Default if it is caused in whole or material part by a breach by the Producer of, or a default by the Producer under, this Agreement (including any Producer Event of Default), or if it occurs as a result of a Force Majeure Event:

- (a) the Purchaser’s failure to pay any amount due from it under the provisions of Article 8 of this Agreement by the Due and Payable Date for the relevant invoice or to make any other payment when required to be made, in each case, that is not remedied within thirty-five (35) Days following notice from the Producer to the Purchaser stating that a payment default has occurred and is continuing and describing such payment default in reasonable detail;
- (b) except for the purpose of amalgamation or reconstruction that does not affect the ability of the amalgamated or reconstructed entity, as the case may be, to perform its obligations under this Agreement, the occurrence of any of the following events:
 - (i) any proceeding being validly instituted under the Kosovo Legislation for the dissolution of the Purchaser that is not stayed or suspended within ninety (90) Days;
 - (ii) the passing of a resolution for the dissolution or winding up of the Purchaser;
 - (iii) the voluntary filing by the Purchaser of a winding up petition;
 - (iv) the appointment of a provisional liquidator in a proceeding for the winding up of the Purchaser after notice to the Purchaser and due hearing, which appointment has not been set aside or stayed within ninety (90) Days of such appointment; or
 - (v) the making by a court with jurisdiction over the Purchaser of an order winding up the Purchaser that is not stayed or reversed by a court of competent jurisdiction within ninety (90) Days;
- (c) any statement, representation or warranty made by the Purchaser in this Agreement proving to have been incorrect, in any material respect, when made or when reaffirmed and such incorrect statement, representation or warranty having a material adverse effect on the Purchaser’s ability to perform its obligations under this Agreement or having a material adverse effect on the rights or obligations of the Producer hereunder;

- (d) any material breach or material default by the Purchaser of this Agreement (other than any breach or default referred to in the other sub-Articles of this Article 19) which is not remedied within thirty (30) Days after notice from the Producer to the Purchaser, stating that a material breach or default has occurred under this Agreement and is continuing, and identifying the material breach or default in question in reasonable detail; or
- (e) tampering on three (3) or more separate occasions by the Purchaser or its Contractors or their employees acting in the course of their employment with the Metering System.

20. NOTICE OF INTENT TO TERMINATE

- 20.1 If any Producer Event of Default or Purchaser Event of Default, as the case may be, occurs and is continuing, the non-defaulting Party may deliver a notice (“**Notice of Intent to Terminate**”) to the defaulting Party which notice shall specify in reasonable detail the Producer Event of Default or the Purchaser Event of Default, as the case may be, giving rise to the Notice of Intent to Terminate, including, as applicable, whether such event of default does not affect the Generator in any material respect.
- 20.2 In addition the occurrence of Event of Default, the Producer’s has a right to voluntarily terminate this Agreement, in which case the Producer may deliver a notice (“**Notice of Intent to Terminate**”) to the Purchaser at least 6 months prior to beginning of each Agreement Year.
- 20.3 The following cure periods (each a “**Cure Period**”) shall apply:
- (a) In the case of a Purchaser Event of Default arising under Article 19.1(a) the Cure Period shall be forty-five (45) Days; and
 - (b) In the case of any other Purchaser Event of Default or any other Producer Event of Default, as the case may be, the Cure Period shall be ninety (90) Days.
 - (c) In the case of Producer’s notice to voluntarily terminate the Agreement, the Cure Period shall be ninety (180) Days,

in each case from the date the relevant Notice of Intent to Terminate is deemed to have been delivered.

21. TERMINATION NOTICE

- 21.1 In the event that a defaulting Party has not, following its receipt of a Notice of Intent to Terminate, remedied the Producer Event of Default or Purchaser Event of Default, as the case may be, described therein before the expiry of the relevant Cure Period, the non-defaulting Party may terminate this Agreement by delivering a notice of termination (the “**Termination Notice**”) to the defaulting Party. This Agreement shall terminate on the date specified in the Termination Notice (the “**Termination Date**”), which date shall not be earlier than the date that is ten (10) Business Days following the date on which the Termination Notice is delivered to the other Party or no later than

thirty (30) Days following the date of such delivery. Upon any termination of this Agreement pursuant to this Article 21 the provisions of Article 22 shall apply.

22. OBLIGATIONS UPON TERMINATION

- 22.1 On the expiry of this Agreement or the earlier termination of this Agreement pursuant to Article 21 all covenants, obligations, representations and warranties contained in this Agreement shall terminate and be of no force or effect and the Parties shall have no further obligations or liabilities under this Agreement, except for those obligations and liabilities which arose prior to and remain undischarged at the date of expiry or termination, and those obligations and liabilities which expressly survive such expiry or termination pursuant to Article 22.2 of this Agreement.
- 22.2 Notwithstanding anything contained in this Agreement to the contrary, the provisions of Article 17 (*Maintenance of Operating Records*), this Article 22 (*Rights and Obligations of Parties on Termination*), Article 1 (*Definitions; Rules of Interpretation*); Article 25 (*Liability*), Article 39 (*Dispute Resolution*) shall expressly survive any termination or expiry of this Agreement for a period of eighteen (18) months from the date of such expiry or termination.
- 22.3 Subject to Article 22.2, the Parties shall have no right to receive, nor liability to pay, damages or other compensation on or as a result of termination of this Agreement under Article 22.1 except for amounts payable by, and liabilities of, a Party arising prior to such termination.

23. ASSIGNMENT

- 23.1 This Agreement shall be binding upon, and shall inure for the benefit of the Parties and their respective successors and permitted assigns. Further, and unless expressly agreed to by both Parties, no assignment shall relieve the assignor of his obligations hereunder in the event that his assignee fails to perform his obligations under the Agreement.
- 23.2 Except for an assignment or pledge of this Agreement to a financing party through a direct financing agreement related to the Producer for this Project, the Producer shall not assign this Agreement, or any of the rights or obligations hereunder, without the prior written consent of the Purchaser, such consent not to be unreasonably withheld. Consent by the Purchaser to one such assignment shall not be deemed to be a consent to any subsequent assignment. An assignment without the prior written consent of the Purchaser or an assignment by operation of law shall be null and void and shall, at the Purchaser's option, terminate this Agreement.
- 23.3 The Purchaser may assign this Agreement to any other entity, after the written approval of the other Party, not to be unreasonably withheld.

24. MAINTENANCE OF INSURANCE POLICIES

- 24.1 The Producer, at its sole cost and expense, shall obtain and maintain, or cause to be obtained and maintained, during the Term the policies of insurance set forth on Schedule 4 in the amounts set forth therein and during the periods mentioned therein, with financially sound insurer(s); provided, however, that such amounts may be changed from time to time with the prior written consent of the Purchaser; provided, further, that the Producer shall not be in breach of its obligations hereunder if and to the extent that (i) any particular insurance is not available to it under commercially reasonable terms and for commercially reasonable rates for reasons other than any negligence or default by, or condition (financial or otherwise) of, the Producer or (ii) the Producer is unable to obtain (having exercised all reasonable efforts) any endorsements or written acknowledgements required under this Agreement.
- 24.2 The Producer shall cause its insurers or agents to provide the Purchaser with certificates of insurance evidencing the policies and endorsements listed above. Failure by the Producer to obtain the insurance coverage or certificates of insurance required by this Article 24 shall not in any way relieve or limit the Producer's obligations and liabilities under any provision of this Agreement. If the Producer shall fail to procure or maintain any insurance required pursuant to this Article 24 then the Purchaser shall have the right to procure such insurance in accordance with the requirements of Schedule 4 and shall be entitled to offset the premiums paid for such insurance against any amounts owed to the Producer pursuant to the terms of this Agreement. The Producer shall be named as the loss payee on any such insurance procured by the Purchaser pursuant to this Article 24.2.

25. INDEMNIFICATION AND LIABILITY

- 25.1 Except as required by Article 25.2 neither Party shall be liable to the other Party in contract, tort, warranty, strict liability or any other legal theory for any indirect, consequential, incidental, punitive or exemplary damages.
- 25.2 The limitation[s] of liability set out above shall not apply in the case of the wilful default or gross negligence of either Party.
- 25.3 Except as specifically provided elsewhere in this Agreement, the Purchaser shall indemnify and defend the Producer, for itself and as trustee for its officers, directors and employees against, and hold the Producer, its officers, directors and employees harmless from, at all times after the date hereof, any and all losses incurred, suffered, sustained or required to be paid, directly or indirectly, by, or sought to be imposed upon, the Producer, its officers, directors and employees, for personal injury or death to persons or damage to property arising out of any negligent or intentional act or omission by the Purchaser in connection with this Agreement. Notwithstanding anything to the contrary contained in the preceding sentence, nothing in this Article 25.3 shall apply to any Loss in respect of and to the extent which the Producer receives proceeds from insurance policies or indemnification from another party.

- 25.4 The Producer shall indemnify and defend the Purchaser, for itself and as trustee for its officers, directors and employees against, and hold the Purchaser, its officers, directors and employees harmless from, at all times after the date hereof, any and all Loss, incurred, suffered, sustained or required to be paid, directly or indirectly, by, or sought to be imposed upon, the Purchaser, its officers, directors and employees, for personal injury or death to persons or damage to property arising out of any negligent or intentional act or omission by the Producer in connection with this Agreement. Notwithstanding anything to the contrary contained in the preceding sentence, nothing in this Article 25.4 shall apply to any Loss in respect of and to the extent to which the Purchaser receives proceeds from insurance policies.
- 25.5 Any fines or other penalties incurred by a Party for non-compliance with the applicable Kosovo Legislation, unless they result directly from an act or omission of the other Party (in which case, they shall be reimbursed by the other Party), shall not be reimbursed by the other Party but shall be the sole responsibility of the non-complying Party.
- 25.6 The indemnifying Party shall be entitled, at its option and expense and with counsel of its selection, to assume and control the defence of such claim, action, suit or proceeding at its expense, with counsel of its selection, subject to the prior approval of the indemnified Party; provided, however, it gives prompt notice of its intention to do so to the indemnified Party, and reimburses the indemnified Party for the reasonable costs and expenses incurred by the indemnified Party prior to assumption by the indemnifying Party of such defence.
- 25.7 Unless and until the indemnifying Party acknowledges in writing its obligation to indemnify the indemnified Party and assumes control of the defence of a claim, suit, action or proceeding in accordance with Article 25.6, the indemnified Party shall have the right, but not the obligation, to contest, defend and litigate, with counsel of its own selection, any claim, action, suit or proceeding by any third party, alleged or asserted against such Party in respect of, resulting from, related to or arising out of any matter for which it is entitled to be indemnified hereunder, and the reasonable costs and expense thereof shall be subject to the indemnification obligations of the indemnifying Party hereunder.
- 25.8 Upon assumption by the indemnifying Party of the control of the defence of a claim, suit, action or proceeding, the indemnifying Party shall reimburse the indemnified Party for the reasonable costs and expenses of the indemnified Party in the defence of the claim, suit, action or proceeding prior to the indemnifying Party's acknowledgment of the indemnification and assumption of the defence.
- 25.9 Neither Party shall be entitled to settle or compromise any such claim, action, suit or proceeding without the prior written consent of the other Party, provided, however, that after agreeing in writing to indemnify the indemnified Party, the indemnifying Party may settle or compromise any claim without the approval of the indemnified Party.
- 25.10 Following acknowledgment of the indemnification and assumption of the defence by the indemnifying Party, the indemnified Party shall have the right to employ its own

counsel, and such counsel may participate in such action, but the fees and expenses of such counsel shall be at the expense of such indemnified Party, when and as incurred, unless (i) the employment of counsel by such indemnified Party has been authorized in writing by the indemnifying Party, (ii) the indemnified Party shall have reasonably concluded that there may be a conflict of interest between the indemnifying Party and the indemnified Party in the conduct of the defence of such action, (iii) the indemnifying Party shall not in fact have employed independent counsel reasonably satisfactory to the indemnified Party to assume the defence of such action and shall have been so notified by the indemnified Party, or (iv) the indemnified Party shall have reasonably concluded and specifically notified the indemnifying Party either that there may be specific defences available to it that are different from or additional to those available to the indemnifying Party or that such claim, action, suit or proceeding involves or could have a material adverse effect upon it beyond the scope of this Agreement. If Article (ii), (iii) or (iv) of the preceding sentence shall be applicable, then counsel for the indemnified Party shall have the right to direct the defence of such claim, action, suit or proceeding on behalf of the indemnified Party and the reasonable fees and disbursements of such counsel shall constitute legal or other expenses hereunder.

- 25.11 Each Party shall promptly notify the other Party of any Loss, claim, proceeding or other matter in respect of which it is or it may be entitled to indemnification under this Article 25. Such notice shall be given as soon as is reasonably practicable after the relevant Party becomes aware of such Loss, claim, proceeding or other matter.

26. REPRESENTATIONS AND WARRANTIES

26.1 The Producer hereby represents and warrants to the Purchaser that:

- (a) The Producer is, duly organized, validly existing and in good standing under the Kosovo Legislation and has, so far as it is material to the Purchaser, complied fully with all applicable Kosovo Legislation.
- (b) The Producer has full corporate power and authority to execute and deliver this Agreement, and to own its properties and to execute, to deliver and to perform its obligations under this Agreement. Execution, delivery and performance of this Agreement by the Producer, (i) has been duly authorized by all requisite corporate action on the part of the Producer, and no other proceedings on the part of the Producer or any other Person are necessary for such authorization, and (ii) will not (A) violate (1) the Kosovo Legislation; and (2) any provision of any incorporating document, or (B) violate, be in conflict with, result in a breach of or constitute (with due notice or lapse of time or both) a default under any indenture, agreement for borrowed money, bond, note, instrument or other agreement to which the Producer is a Party or by which the Producer or its property is bound, excluding defaults or violations that would not, individually or in the aggregate, have a material adverse effect on the business, properties, financial condition or results of operation of the Producer or on its ability to perform its obligations hereunder.

- (c) Assuming it constitutes a legal, valid and binding obligation of the Purchaser, this Agreement constitutes a legal, valid and binding obligation of the Producer, enforceable against it in accordance with its terms, subject to (i) bankruptcy, insolvency, reorganization, moratorium, or other similar laws now or hereafter in effect relating to creditors' rights, and (ii) to general principles of equity.
- (d) To the best of its knowledge after reasonable inquiry, no filing or registration with, no notice to and no permit, authorization, Consent or approval of any Person is required for the execution, delivery or performance of this Agreement by the Producer.
- (e) The Producer is not in default under any agreement or instrument of any nature whatsoever to which it is a Party or by which it is bound, in any manner that would have a material adverse effect on its ability to perform its obligations hereunder, the validity or enforceability of this Agreement
- (f) There is no action, suit, proceeding or investigation pending or, to the Producer's knowledge, threatened, (i) for the dissolution of the Producer, or (ii) against the Producer which, if adversely determined, would have a material adverse effect on its ability to perform its obligations hereunder, the validity or enforceability of this Agreement.

26.2 The Producer shall, upon request by the Purchaser, deliver or cause to be delivered from time to time to the Purchaser certifications of its officers, accountants, engineers, or agents as to the performance of its obligations under this Agreement, regarding compliance of the Generator with the provisions of this Agreement, and as to such other matters as the Purchaser may reasonably request; provided, however, that the Purchaser shall only be entitled to request each certificate from such accountants, engineers or agents once within any twelve (12) Month period.

26.3 The Purchaser hereby represents and warrants that:

- (a) It is duly incorporated under the Kosovo Legislation, and has, so far as it is material to the Producer, complied fully with all applicable Kosovo Legislation.
- (b) The Purchaser has full corporate power and authority to execute and deliver this Agreement, and to own its properties and to execute, to deliver and to perform its obligations under this Agreement. Execution, delivery and performance of this Agreement by the Purchaser, (i) has been duly authorized by all requisite corporate action on the part of the Purchaser, and no other proceedings on the part of the Purchaser or any other Person are necessary for such authorization, and (ii) will not (A) violate (1) the Kosovo Legislation or (2) any provision of any incorporating document, or (B) violate, be in conflict with, result in a breach of or constitute (with due notice or lapse of time or both) a default under any indenture, agreement for borrowed money, bond, note, instrument or other agreement to which the Purchaser is a Party or by which the Purchaser or its property is bound, excluding defaults or violations that would not, individually or in the aggregate, have a material adverse effect

on the business, properties, financial condition or results of operation of the Purchaser or on its ability to perform its obligations hereunder.

- (c) Assuming it constitutes a legal, valid and binding obligation of the Producer, this Agreement constitutes a legal, valid and binding obligation of the Purchaser, enforceable against it in accordance with its terms, subject to (i) bankruptcy, insolvency, reorganization, moratorium, or other similar laws now or hereafter in effect relating to creditors' rights and (ii) to general principles of equity.
- (d) To the best of its knowledge after reasonable inquiry, except for approvals already given or obtained, no filing or registration with, no notice to and no permit, authorization, Consent or approval of any Person is required for the execution, delivery or performance of this Agreement by the Purchaser.
- (e) The Purchaser is not in default under any agreement or instrument of any nature whatsoever to which it is a Party or by which it is bound in any manner that would have a material adverse effect on its ability to perform its obligations hereunder, the validity or enforceability of this Agreement.
- (f) There is no action, suit, proceeding or investigation pending or, to the Purchaser's knowledge, threatened, (i) for the dissolution of the Purchaser, or (ii) against the Purchaser which, if adversely determined, would have a material adverse effect on its ability to perform its obligations hereunder, the validity or enforceability of this Agreement.

26.4 The Producer shall not tamper, and shall ensure that its employees, contractors or subcontractors of any tier do not tamper, with the Metering System. Should the Producer breach the foregoing covenant, the Producer shall (a) take all remediable action reasonably acceptable to the Purchaser to ensure that such tampering does not reoccur, including the development or addition of security systems, and (b) compensate the Purchaser for two (2) times the amount or reasonably estimated amount of any overpayment by the Purchaser resulting from such tampering, which for purposes of such determination shall be assumed to have occurred immediately after the last known accurate test of the Metering System, (unless the Producer demonstrates to the reasonable satisfaction of the Purchase that the tampering did not occur until a later date, in which case such later date shall be used as the reference date for determination of such amount). The Parties have agreed that the amount of such compensation constitutes liquidated damages to the Purchaser for any such breach and shall be the sole remedy of the Purchaser therefor. The Producer waives, to the fullest extent permitted by law, any claim that such compensation is void as a penalty.

27. TAXES

27.1 All present and future Taxes applicable to the Producer, the Generator, and the Producer's other assets shall be paid by the Producer as and when required under the Kosovo Legislation.

27.2 All present and future Taxes applicable to the Purchaser arising from or in connection with its rights and obligations under this Agreement shall be paid by the Purchaser as and when required under the Kosovo Legislation.

28. AFFIRMATION

28.1 The Producer hereby declares that it has not obtained or induced the procurement of this Agreement or any contract, consent, approval, right, interest, privilege or other obligation or benefit related to this Agreement or the Project from the Purchaser through any corrupt or illegal business practice.

28.2 The Producer accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of the representations and warranties contained herein and the declarations required hereby. It agrees that any contract, consent, approval, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to the Purchaser, shall be voidable and without legal effect at the option of the Purchaser.

28.3 Notwithstanding any rights and remedies that are available to and may be exercised by the Purchaser in this regard, the Producer agrees to indemnify the Purchaser for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to the Purchaser in an amount equivalent to ten (10) times the amount of any commission, gratification, bribe, finder's fee or kickback paid or given by the Producer (either directly or indirectly through any natural or juridical Person, including its Affiliates, employees, agents, associates, brokers, consultants, officers, directors, promoters, shareholders, sponsors or subsidiaries (and any of their employees, agents, associates, brokers, consultants, officers, directors, promoters, shareholders or sponsors)), as aforesaid for the purpose of obtaining or inducing the procurement of this Agreement or any contract, consent, approval, right, interest, privilege or other obligation or benefit related to this Agreement or the Project from the Purchaser.

29. NO LIABILITY FOR REVIEW

29.1 No review and approval by the Purchaser of any agreement, document, instrument, drawing, specifications, or design proposed by the Producer nor any inspection of the Producer Connection Facilities carried out by the Purchaser pursuant to this Agreement shall relieve the Producer from any liability that it would otherwise have had for its negligence in the preparation of such agreement, document, instrument, drawing, specification, or design or the carrying out of such works or failure to comply with the applicable Kosovo Legislation with respect thereto, or to satisfy the Producer's obligations under this Agreement nor shall the Purchaser be liable to the Producer or any other Person by reason of its review or approval of an agreement, document, instrument, drawing, specification or design or such inspection

30. CONFIDENTIALITY

- 30.1 Each Party shall treat as confidential and shall not, without the prior written consent of the other Party, disclose information obtained as a result of entering into or performing this Agreement, which relates to this Agreement or the negotiations relating to this Agreement. This Article 30.1 does not apply in the circumstances described in Article 30.2.
- 30.2 Either Party may disclose information which, pursuant to Article 30.1 would otherwise be confidential if and to the extent required by law; or if and to the extent required by the rules of any applicable regulatory body or securities exchange or governmental body or agency to which that Party or any of its Affiliates is subject.
- 30.3 The restrictions in this Article 30 shall continue to apply after termination or expiry of this Agreement without limit in time.

31. NOTICES

- 31.1 Except for any Dispatch Instructions and communications between the Producer and Purchaser relating to Dispatch of the Generator, all notices and other communications required or permitted to be given by a Party shall be in writing and either delivered personally or by courier or sent by facsimile to the address or number of the other Party specified below. E-mail may be used as a supplementary notification method for notifications only.

Purchaser

Address:

[●]

Attention: [●]

E-mail: [●]

Tel Number: [●]

Fax Number: [●]

Producer

Address:

[●]

Attention: [●]

E-mail: [●]

Tel Number: [●]

Fax Number: [●]

provided that a Party may change the address to which notices are to be sent to it by giving not less than thirty (30) Days' prior written notice to the other Party in accordance with this Article 31.1

- 31.2 No notice or other communication shall be effective until received or deemed received. Notices or other communications shall be deemed to have been received by the receiving Party:
- (a) when delivered if personally delivered;
 - (b) one (1) Business Day after sending, if sent by courier; or
 - (c) upon sending if sent by facsimile, subject to confirmation of an uninterrupted transmission report and provided that a hard copy is Dispatched not later than the following Business Day to the recipient by courier or personal delivery.

Dispatch Instructions and communications between the Producer and Purchaser relating to Dispatch of the Generator may be given by telephone communication or any other form of communication that the Parties agree to use. The details for such communication shall be provided by each Party prior to the Commercial Operations Date in accordance with Article 7.2

- 31.3 All communications between the Parties shall be in Albanian or in English. In the event that any conflict arises between the Albanian and English versions of such communications, the Albanian version shall prevail.

32. PARTIAL INVALIDITY

- 32.1 If at any time provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the validity or enforceability of such a provision under the law of any other jurisdiction nor the legality, validity or enforceability of any other provision shall in any way be affected or impaired thereby.
- 32.2 The illegality, invalidity or unenforceability of any provision of this Agreement in whole or in part under the law of any jurisdiction shall neither affect its (i) legality, validity or enforceability under the law of any other jurisdiction, nor (ii) the legality of any other provision or part thereof.

33. WAIVERS

- 33.1 No default by either Party in the performance of or compliance with any provision of this Agreement shall be waived or discharged except with the express written consent of the other Party. No waiver by either Party of any default by the other in the performance of or compliance with any of the provisions of this Agreement shall operate or be construed as a waiver of any other or further default whether of a like or different character.
- 33.2 The single or partial exercise of any right, power or remedy provided by law or under this Agreement shall not preclude any other or future exercise of it or the exercise of any other right, power or remedy.

34. FORCE MAJEURE

34.1 A “Force Majeure Event” shall mean any event or circumstance or combination of events or circumstances (including the effects thereof) that is beyond the reasonable control of a Party and that on or after the Effective Date, materially and adversely affects the performance by such affected Party of its obligations under or pursuant to this Agreement (including a Party’s ability to deliver or receive energy from the Generator); provided, however, that such material and adverse effect could not have been prevented, overcome or remedied in whole or in part by the affected Party through the exercise of diligence and reasonable care, it being understood and agreed that reasonable care includes acts and activities to protect the Generator from a casualty or other event; that are reasonable in light of the probability of the occurrence of such event, the probable effect of such event if it should occur, and the likely efficacy of the protection measures. “Force Majeure Events” hereunder shall include each of the following events and circumstances (including the effects thereof), but only to the extent that each satisfies the above requirements:

- (a) The following political events that occur inside or directly involve Kosovo (each a “Kosovo Political Event”, and to the extent also a Force Majeure Event, a “Kosovo Political Force Majeure Event” or “KPFME”):
 - (i) any act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, civil commotion, or act or campaign of terrorism or political sabotage; or
 - (ii) any Lapse of Consent that shall have existed for thirty (30) consecutive Days or more; or
 - (iii) any strike, work-to-rule, go-slow, or analogous labour action that is politically motivated and is widespread or nationwide.
- (b) Other events beyond the reasonable control of the affected Party (each an “Other Force Majeure Event”), including, but not limited to:
 - (i) lightning, fire, or earthquake; or
 - (ii) any Lapse of Consent that shall have existed for less than thirty (30) consecutive Days; or
 - (iii) any strike, work-to-rule, go-slow, or analogous labour action that is not politically motivated and is not widespread or nationwide; or
 - (iv) fire, explosion, chemical contamination, radioactive contamination, or ionizing radiation; or
 - (v) epidemic or plague.
- (c) Force Majeure Events shall expressly not include the following conditions, except and to the extent that such events or circumstances occur directly as a consequence of a Force Majeure Event:
 - (i) late delivery or interruption in the delivery of machinery, equipment materials, spare parts or consumables; or

- (ii) normal wear and tear or random flaws in materials and equipment or breakdown in equipment.

34.2 If by reason of a Force Majeure Event a Party is wholly or partially unable to carry out its obligations under this Agreement, the affected Party shall:

- (a) give the other Party notice of the Force Majeure Event(s) as soon as practicable, but in any event, not later than the last of, forty-eight (48) hours after the affected Party becomes aware of the occurrence of the Force Majeure Event(s) or twenty-four (24) hours after the resumption of any means of providing notice between the Producer and the Purchaser, and
- (b) give the other Party a second notice, describing the Force Majeure Event(s) in reasonable detail and, to the extent which can be reasonably determined at the time of such notice, providing a preliminary evaluation of the obligations affected, a preliminary estimate of the period of time that the affected Party shall be unable to perform such obligations and other relevant matters as soon as practicable, but in any event, not later than seven (7) Days after the initial notice of the occurrence of the Force Majeure Event(s) is given by the affected Party. When appropriate or when reasonably requested to do so by the other Party, the affected Party shall provide further notices to the other Party more fully describing the Force Majeure Event(s) and its cause(s) and providing or updating information relating to the efforts of the affected Party to avoid and/or to mitigate the effect(s) thereof and estimates, to the extent practicable, of the time that the affected Party reasonably expects it shall be unable to carry out any of its affected obligations due to the Force Majeure Event(s).

34.3 The affected Party shall provide notice to the other Party:

- (a) with respect to an ongoing Force Majeure Event, of the cessation of the Force Majeure Event, and
- (b) its ability to recommence performance of its obligations under this Agreement as soon as possible and in any event not later than seven (7) Days after the occurrence of Article (a) above.

34.4 Failure by the affected Party to have given written notice of a Force Majeure Event to the other Party within the forty-eight (48) hour period or twenty-four (24) hour period required by Article 34.2 shall not prevent the affected Party from giving such notice at a later time; provided, however, that in such case the affected Party shall not be excused pursuant to Article 34.6 for any failure or delay in complying with its obligations under or pursuant to this Agreement until such notice has been given. If said notice is given within the forty-eight (48) hour period or twenty-four (24) hour period required by Article 34.2, the affected Party shall be excused for such failure or delay pursuant to Article 34.6 from the date of commencement of the relevant Force Majeure Event.

34.5 The affected Party shall use all reasonable efforts (or shall ensure that its Contractors use all reasonable efforts) to mitigate the effects of a Force Majeure Event, including, but not limited to, the payment of reasonable sums of money by or on behalf of the

affected Party (or such Contractor), which sums are reasonable in light of the likely efficacy of the mitigation measures.

- 34.6 Subject to Article 34.4, so long as the affected Party has at all times since the occurrence of the Force Majeure Event complied with the obligations of Article 34.2 and continues to so comply then (i) the affected Party shall not be liable for any failure or delay in performing its obligations (other than an obligation to make a payment or provide security) under or pursuant to this Agreement during the existence of a Force Majeure event and (ii) any performance deadline that the affected Party is obligated to meet under this Agreement shall be extended; provided, however, that no relief, including the extension of performance deadlines, shall be granted to the affected Party pursuant to this Article 34.6 to the extent that such failure or delay would have nevertheless been experienced by the affected Party had the Force Majeure Event not occurred; provided, further, that, in the case of a Force Majeure Event which damages the Generator, in no event shall the obligations of the affected Party under this Agreement to meet performance deadlines be extended beyond 2 (two) years of the expiry of the Term. Other than for breaches of this Agreement by the other Party, and without prejudice to the affected Party's rights to indemnification pursuant to Article 25 or for payment pursuant to Article 8, the other Party shall not bear any liability for any Loss suffered by the affected Party as a result of a Force Majeure Event.
- 34.7 Upon the occurrence of any Force Majeure Event after the Commercial Operations Date, then during the pendency of a Force Majeure Event, the Purchaser shall pay to the Producer Energy Payments for Net Delivered Electricity during the pendency of such Force Majeure Event that the Producer is able to provide during the pendency of the Force Majeure Event.
- 34.8 If either Party is so affected by Force Majeure for a continuous period of more than 12 (twelve) months, it may terminate this Agreement upon 30 (thirty) days written notice to the other Party, such notice to expire at any time after the said 12-month period.

35. AMENDMENTS

- 35.1 An amendment or modification of this Agreement shall be effective or binding on a Party only if made in writing and signed by a duly authorized representative of each of the Parties.

36. THIRD PARTIES

- 36.1 Except for the rights expressly granted to the third parties herein, this Agreement is intended solely for the benefit of the Parties and nothing in this Agreement shall be construed to create any rights in, duty to, standard of care to, or any liability to, any Person not a Party.

37. ENTIRE AGREEMENT

- 37.1 This Agreement constitutes the whole and only agreement between the Parties relating to its subject matter. Except to the extent repeated in this Agreement, this Agreement supersedes and extinguishes any Pre-contractual Statement or any previous agreement relating to its subject matter.
- 37.2 Each Party acknowledges that in entering into this Agreement it is not relying upon any Pre-contractual Statement, whether oral or written, which is not set out in this Agreement.

38. GOVERNING LAW

- 38.1 This Agreement shall be governed by, interpreted and construed in accordance with the laws of the Republic of Kosovo.

39. DISPUTE RESOLUTION

- 39.1 In the event that a Dispute arises, the Parties shall attempt in good faith to settle such Dispute by mutual discussions within thirty (30) Days after the date that the disputing Party delivers written notice of the Dispute to the other Party.
- 39.2 The Party alleging the existence of a Dispute shall give to the other Party written notice setting out the material particulars of the Dispute. Thereafter, senior representatives from each of the Purchaser and the Producer shall meet in Pristina, Kosovo to attempt in good faith to resolve the Dispute.
- 39.3 If the Dispute is not resolved within thirty (30) Days after the date of receipt of notice described in Article 39.2 by the relevant Party (or within such longer period of time as the Parties may agree), then the provisions of Article 39.4 shall apply, as appropriate.
- 39.4 Any Dispute arising out of or in connection with this Agreement that has not been resolved following the procedures set forth in Article 39.3 shall be settled by arbitration in accordance with the UNCITRAL arbitration rules, as in effect on the date of this Agreement (the “**Rules**”), by one (1) arbitrator appointed in accordance with the Rules. The arbitration proceedings shall be conducted, and the award shall be rendered, in the English language. The seat, or legal place, of arbitration shall be Pristina, Kosovo. No arbitrator appointed pursuant to this Article 39.4 shall be a national of the jurisdiction of either Party or of the jurisdiction of any investor that directly or beneficially owns five percent (5%) or more of the Ordinary Share Capital of either Party, nor shall any such arbitrator be an employee or agent or former employee or agent of the Purchaser, the Producer, or any investor that directly or beneficially owns five percent (5%) or more of the Ordinary Share Capital of ether Party.
- 39.5 The award of the arbitration tribunal shall be final and may be enforced by either Party in any court having jurisdiction over the Parties.
- 39.6 The governing law of the arbitration tribunal is Kosovo law.

40. RELATIONSHIP OF THE PARTIES

40.1 This Agreement shall not be interpreted or construed to create an association, joint venture or partnership between the Parties or to impose any partnership obligation or liability upon either Party.

40.2 Neither Party shall have any right, power, or authority to enter into any agreement or undertaking for, to act on behalf of, or be an agent or representative of, or to otherwise bind, the other Party, and neither Party shall hold itself out to any third-party as having such right, power, or authority.

41. LANGUAGE

41.1 This Agreement has been drafted in Albanian and English, and the Albanian version shall prevail over any translations.

42. COUNTERPARTS

42.1 This Agreement may be executed in two (2) or more original copies and each such copy may be executed by each of the Parties in separate counterparts, each of which copies when executed and delivered by the Parties shall be an original, but all of which shall together constitute one and the same instrument.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be duly executed on its behalf as of the date first above written.

For the Purchaser

For the Producer

Name:

Name:

Position: [●]

Position: [●]

Signature:

Signature:

Date:

Date:

SCHEDULE 1 POWER PURCHASE TARIFF

Purchaser shall pay the Producer for the Net Delivered Electricity from the Generator metered in accordance with Article 6 of the Agreement the Energy Price, which shall be the regulated price set by the ERO pursuant to ERO Decision [● Decision on determination of Feed-in Tariffs or Decision on determination of Reference Price].

The Energy Price is [● €] *[by words]*.

Unless otherwise stated in writing by the ERO, the Feed-in Tariff is a net price, and is therefore exclusive of Kosovo Value Added Tax (VAT). Accordingly, the invoice submitted by the Producer to the Purchaser for Energy Payments pursuant to Article 9.2 of the Agreement shall also list Kosovo VAT separately at the prevailing rate for payment by the Purchaser to the Producer.]

SCHEDULE 2
DESCRIPTION OF THE COMPLEX

[•]

SCHEDULE 3
CONNECTION POINT

[●]

SCHEDULE 4 INSURANCE

1. ALL RISKS INSURANCE - FIXED ASSETS

Cover: All building contents, machinery, stock, fixtures, fittings and all other personal property forming part of the Generator against "All Risks" of physical loss or damage, including (but not limited to) those resulting from fire, lightning, storm, tempest, flood, hurricane, water damage, riot, strikes, malicious damage including act of terrorism and sabotage, earthquake, tsunami, collapse.

Sum insured: Full replacement value of the Generator.

Insured: The Producer, the O&M Contractor, and Purchaser.

2. MACHINERY BREAKDOWN

Cover: All machinery, Generator and ancillary equipment forming part of the Generator against sudden and unforeseen physical loss or damage resulting from mechanical and electrical breakdown or derangement, electrical short circuits, vibration, misalignment, excessive current or voltage, abnormal stresses, centrifugal forces, failure of protective or regulating devices, impact, collision and other similar causes.

Sum insured: Full replacement value of all machinery, Generator etc.

Insured: The Producer, Purchaser and the O&M Contractor.

3. PUBLIC LIABILITY:

Cover: Legal liability of the insured for damage to property of third parties or bodily injury to third parties arising out of the ownership, operation and maintenance of the Generator.

Sum insured: 1,000,000 EURO for any occurrence.

Insured: The Producer, the O&M Contractor, and Purchaser.

SCHEDULE 5
TECHNICAL LIMITS; PROGRAM & COMMISSIONING TESTS

The following data shall be completed by the Parties when performing Commissioning Tests, and signed by representatives of both Parties.

[●]