

Power Plant Grid Connection Contract
between
Egyptian Electricity Transmission Company

And

.....

This Contract is made at Cairo, Egypt, the Sunday 23rd of June 2013

Between

The Egyptian Electricity Transmission Company (EETC) whose principal office is located at Emtedad Ramsis St ,Ministry of Electricity building, Abbasia , Cairo Egypt .

Represented by Mr Fatahallah Mohamed Lotfy Shalaby in his capacity as the EETC Chairman,

And has a License no. 1/transmission, dated 3/3/2003 to Buy, Transmit and Sell Electrical Energy Issued by the Egyptian Electric Utility and Consumer Protection Regulatory (EgyptERA)

hereinafter referred to as «**EETC**»,

First Party

and

....., a company incorporated under the provisions of the laws of Egypt, whose principal office is located at

Represented by in his capacity as, and has a License no. , dated to Generate and Sell Electrical Energy Issued by the Egyptian Electric Utility and Consumer Protection Regulatory (EgyptERA)

hereinafter referred to as «**Network User**»

Second Party

EETC and the Power Producer are collectively referred to as the «Parties»

Connection Cost

The Second Party has paid the cost of the Grid Study, which has been conducted and reviewed following the First Party instructions, and the Final Grid study was approved by the First Party on the per the approval letter attached to Appendix (1)

The Second Party shall design, procure, manufacture, build, erect, install, commission and test, at its own cost (and without any cost for the First Party), all the equipment and systems included in the Interconnection Facilities and Transmission Facilities described in Appendix 3 of this Contract.

To this purpose, the Second Party shall contract the above activities to suitable companies and shall pay them with the proper compensation .

The First Party shall carry out engineering services including; basic design and detailed technical specifications of the Interconnection and Transmission Facilities, review and approval of contractor's design, equipment testing attendance, site supervision of its implementation and commissioning tests, as ruled by a separate contract to be agreed by the Parties and will be paid by the Second Party for an amount not exceeding EGP.

In addition to the above amounts, the Second Party has not to pay any further charges to the First Party.

Contract Appendices

Appendix (1): Initial agreement signed between the two parties to connect the Power Plant with the Transmission Grid .

Appendix (2): General Power Plant Description, Design and Technical Specifications

Appendix (3): Technical Specifications of Transmission and Interconnection Facilities .

Appendix (4): Main Technical Interface, Property Boundaries and Technical interfaces, and Conformity Requirements between the Power Plant equipment, Transmission Grid equipment, and the National Dispatch Centre

Appendix (5): Specifications of Installed Metering Facilities.

Appendix (6): Connection Points with the Transmission Grid

Appendix (7): Operating Capabilities and Power Plant Curve

Appendix (8): Routine Maintenance Program for the Power Plant as per Manufacturer's Instructions

Appendix (9): Power Plant Operation Program as per National Dispatch Centre.

Appendix (10): Scada Signal Technical Requirements

Appendix (11): Schedules for Exchanging Data and Information Required for Power Plant Design and Connection with the Transmission Grid .

Appendix (12): Schedules for Power Plant Implementation and Grid Connection.

Appendix (13): Connection Cost

Appendix (14): Draft Power Plant Grid Connection Code

Appendix (15): Metering Code

Preamble

Whereas, the First Party owns and operates the Egyptian Electricity Transmission Grid "Transmission Grid" in Egypt, transmits the electricity received by the Transmission Network at Connection Points with the Power Plant to the Customers' Delivery Points pursuant to the license granted thereto by EgyptERA to buy, transmit and sell electrical power.

Whereas, the Second Party (Power Producer) builds, owns and operates a Power Plant located at and has Electricity Generation License No..... issued by EgyptERA to generate electricity fromenergy.

The Second Party approached the First Party requesting to connect the Power Plant to the Transmission Grid, and therefore the First Party conducted the necessary studies to determine the method and cost of interconnection with the Transmission Grid and an initial agreement was signed between the two parties on/...../..... (Appendix 1) outlining the obligations of the two parties with regard to establishing and implementing the Power Plant Connection with the Transmission Grid.

Now, therefore, in consideration of and subject to the mutual agreements and covenants contained herein, the two parties agreed to the following:

Article (1)

The above preamble and appendices hereof shall be an integral part of this contract. In case of discrepancy between the contract and its appendices, the following order shall apply:

First: The Articles of the Contract

Second: The Appendices

Article (2) Terms and Definitions

Customers: The consumers who signed agreements with the Power Producer to purchase the electricity generated by the Power Plant and delivered thereto at the Delivery Point(s);

Condition Satisfaction Date: the date on which the Second Party presents to the First Party a certificate from an internationally approved entity, stating that the Power Plant, Interconnection and Transmission Facilities have been designed and constructed in accordance with the Design and Technical Specifications specified in the Appendices hereof and that the Power Plant has successfully completed each Commercial Operation Test;

Commercial Operation Date: the date of starting the operation of the Power Plant commercially;

Force Majeure: any event or circumstance or combination of events or circumstances that is beyond the control of either Party and is not arising from default, negligence, deliberate misconduct, including but not limited to: (earthquakes, storms, lightening, explosions, pandemics, riot, civil unrest, labour unrest, sabotage), which materially and adversely affects the performance by such affected Party of its obligations under or pursuant to this Contract, including the Second Party's ability to deliver or receive Electricity. Such material and adverse effect, however, 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;

Contract Year: every successive twelve months starting from the same Condition Satisfaction Date;

Connection Points: the point(s) connecting the Power Plant subject of this contract to the Transmission Network as specified in Appendix (6);

Delivery Points: the point(s) connecting the Transmission Grid to the Customers;

Dispatch Center: National Control Center owned by the First Party and through which the operation of generation stations and the Transmission Network are controlled;

Emergency Condition: a condition or situation that, in the reasonable opinion of the First Party, has or is likely to affect the ability of the First Party to maintain safe, adequate and continuous electricity delivery to consumers or poses or is likely to pose a physical threat to persons and/or property or the security, stability or reliability of the Grid;

Power Plant: the plant producing electricity from .wind energy with a capacity of (.....) MW owned by the Power Producer at the Site as part of the project and which is further described in Appendix (2);

Forced Outage: forced interruption of Units and inability to partially or totally produce electricity by the Power Plant, provided that such outage (1) is not due to instructions from the First Party; (2) is not a Scheduled Outage or a Maintenance Outage or (3) is not a Force Majeure Event;

Maintenance Outage: means an outage for maintenance leading to interruption or reduction of the capability to generate electricity from the Power Plant, provided that such outage: (1) is not a Scheduled Outage; (2) has been allowed by the First Party (only in the case that the reduction of the Power Plant output is more thanof the Power Plant capability); and (3) is for the purpose of performing work on specific components, which cannot, in the reasonable opinion of the Second Party, be postponed until the next Scheduled Outage;

Scheduled Outage: an interruption or reduction of the Power Plant production capacity, that has been scheduled by the Second Party after prior approval from the First Party (only in the case that the reduction of the Power Plant output is more than..... of the Power Plant capability);

Ancillary Services: Services that may be purchased by the First Party from the Second Party which are required for the secure and stable operation of the Transmission Grid, include but not limited to voltage control and generation operation reserves;

Transmission Grid: means the electricity networks interconnected at high and ultrahigh voltage including lines, cables, equipment, structures and transformer stations, and other facilities owned and/or operated by the First Party for the purpose of receiving, transmitting and delivering of Electricity;

Grid Code : the rules defining the bases, procedures, and standards that govern the interconnection with the Transmission Grid, as well as the planning, operation, maintenance, and development .of the Grid. The Grid Code shall only be valid when approved by EgyptERA;

Interconnection Facilities: the equipment connecting the Power Plant to the Transmission Facilities as set out in Appendices (3)&(4), which will be designed, constructed, installed, programmed, tested, operated and maintained by the Second Party after the First Party approval as part of the Power Plant under this Contract;

Transmission Facilities: the equipment connecting the Interconnection Facilities to the Transmission Grid as set out in Appendices (3)&(4), which will be designed, constructed, installed, programmed, tested by the Second Party after the first party approval and operated and maintained by the First Party and is an integral part of the Transmission Grid;

Metering Equipment : all meters and metering devices, including remote terminal units, owned by either Party and used to measure the delivered and received electricity at the Connection Points;

Network Access Contract: The contract signed by the First and Second Parties to transmit the electrical power delivered from the Power Plant at the Connection Points to the Delivery Points of the Second Party's Customers against the payment of Network Access Tariffs approved by EgyptERA;

Site: the site of the Power Plant as defined in the recital of the Usufruct Agreement signed between the New and Renewable Energy Authority (NREA) and the Second Party;

Technical Limits: The operating capabilities of the Power Plant as specified in Appendix (7);

Technical Interface and Compatibility requirements: The Interface and Compatibility requirements between the Interconnection equipment of the Second Party, the Transmission Grid and the Dispatching Centre respectively as set out in Appendix (4);

Grid Connection Code: The rules defining technical and regulatory limits for connecting Power Plants with the Transmission Grid;

Production Units: The electricity generation units which are a part of the Power Plant shown in Appendix (2);

Authorization: any consent, authorisation, registration, agreements, notarisations, certificates, permissions, licences, approvals, powers, or exemption issued by the Arab Republic of Egypt;

EgyptERA: Egyptian Electric Utility and Consumer Protection Regulatory Agency;

Business Day: any day of the week other than Friday or State national holidays;

Month: a calendar month;

Week: Seven days that start at 0.00 on Sunday and end at 24.00 on the following Saturday.

Article (3) Subject Matter

The First Party shall interconnect the Power Plant owned by the Second Party to the Transmission Grid for the purpose of transmitting the electricity produced from the Power Plant at the Connection Points to the Delivery Points defined in the Network Access Contract.

The First Party, by virtue of this contract, ensures that the Power Plant, owned by the Second Party and subject of this contract, shall remain connected to the Transmission Grid of the First Party, provided that the Second Party shall fulfil all technical requirements and conditions explained in the Appendices hereof and pay all costs and charges mentioned in Appendix (13) hereof.

Article (4)

Contract Term and Termination

4-1 Contract Term

The Terms and conditions of this contract shall apply as of the signing thereof and shall be in full force and effect as of the Condition Satisfaction Date. It remains valid as long as the connection to the Transmission Grid exists, provided that the Electricity Generation License issued by EgyptERA to the Second Party is valid.

4-2 Contract Termination Cases

The First Party is allowed to terminate this Contract by virtue of a written three-month notice at the end of any month in the following cases:

1. after the Condition Satisfaction Date, the Connection Facilities have not been used by the Second Party, for reasons other than Force Majeure, for a period exceeding six consecutive months with no evident procedures by the Second Party for re-commissioning the Connection Facilities.
2. the termination or non-renewal of the Electricity Generation License issued to the Second Party by EgyptERA.
3. upon a request by the Second Party after notifying the First Party in writing in accordance with Article (18) at least 90 days prior to the contract termination date.
4. The Interconnection Facilities require new investments, which are needed to recover failures or operation problems in the Power Plant, at the expense of the Second Party, but the Second Party refused to bear such investments.
5. the Power Plant operation has to be suspended following a decision of a competent public authority.

4-3 Obligations upon Termination

Upon expiration or termination of this Contract the Parties shall have no further obligations hereunder except for obligations that arose prior to such expiration or termination or obligations that expressly survive such expiration or termination pursuant to this Contract.

Article (5)

Service subject of this Contract

5-1 General Terms

The Second Party shall produce and sell electricity generated by the Power Plant to the Customers as specified in the Electricity Generation License issued thereto by EgyptERA. The First Party ensures smooth and safe operation of the Transmission Grid, generally allowing, in normal operation periods, the transmission of all the electricity delivered from the Power Plant at the Connection Point(s) to the Delivery Point (s) as per the Technical Limits of the Grid Code

The Second Party may provide Ancillary Services to the First Party upon the First Party's request, subject to the Operating Capabilities specified in Appendix (7), under separate agreement between the Parties and in accordance with EgyptERA's issued regulations.

5-2 Power Plant

The Second Party shall build the Power Plant to generate electricity from wind energy at a capacity of MegaWatts, in accordance with the Technical Specifications specified in Appendix (2) which may be amended from time to time by mutual agreement of the two Parties.

5-3 Generated Power Quality Standards

The electricity generated by the Second Party shall be delivered to the Transmission Grid at the Connection Points in the form of three-phase 50-hertz alternating current, with an allowed variation of frequency and voltage within the limits stated in the draft Power Plant Grid Connection Code attached to this contract (Appendix 14).

5-4 Grid Connection

1. The Second Party shall finance, design, procure, construct, install, program and test the Grid Interconnection Facilities being an integral part of the Power Plant as per the design parameters set out in this Contract, and in accordance with all relevant standards and good electricity facility management techniques.

The maintenance, operation and management of the Interconnection Facilities will be executed by the First Party under a separate contract between the two Parties.

2. The Second Party shall after the approval of the First Party design, procure, construct, install, program, test, the Transmission Facilities at his own expense as per the design and equipment parameters set out in this Contract and in accordance with all relevant standards. The First Party shall operate, manage and maintain the Transmission Facilities at his own expenses, being an integral part of the Transmission Grid, in accordance with all relevant standards and with the good electricity facility management techniques.
3. Each party shall provide the other party with all data and information required for the design of the Connection and Transmission Facilities as per the timetable set forth in Appendix (11).
4. The two parties shall cooperate in testing the Interconnection and Transmission Facilities in accordance with the timetable to be set by the Operating Committee.
5. The First Party shall be committed to finalize the installation and testing of the Transmission Grid expansion (.....) needed for the connection of the Power Plant to the Transmission Grid as per the timetable set forth in Appendix (13) which may be amended by mutual agreement of the two Parties.
6. In the event that any material upgrade of the technical requirement of the Interconnection Facilities or any addition of systems and equipment is needed, in relation to future expansion,

upgrade or modification in the Transmission Grid which requires new investments, the Parties shall promptly meet, discuss the matter in good faith, and endeavour to reach an agreement between them.

5-5 Property Boundaries

The two Parties agreed the property boundaries between the Interconnection Facilities and the Transmission Facilities in the manner specified in Appendix (4).

5-6 Power Plant Capabilities

The Second Party shall ensure that the Power Plant complies with the Operating Capabilities set out in Appendix (7) during the term of this Contract and promptly notify the First Party in writing upon any modification to any parameter of the Station Operating Capabilities. The modified Operating Capabilities of the Station will continue in effect until it is superseded by a subsequent notice from the Second Party to the First Party.

5-7 Liabilities

The First Party shall maintain the Transmission Facilities being a specialized and prudent operator, and in compliance with the Grid Code. The First Party shall undertake to implement any modifications or additions to the Transmission Grid with the aim of transmitting the full capacity delivered by the Power Plant.

If the Second Party desires to modify or expand the Power Plant such that the Transmission and/or Connection Facilities are modified, the two Parties shall discuss the technical and financing aspects of such modifications in conformity with the Grid Code requirements and shall reach a mutual agreement which will only be effective after EgyptERA's approval.

5-8 Suspension or Limitation of electricity receipt at Connection Point(s):

Without prejudice to any other provision of this Contract, the First Party may fully or partially disconnect the Power Plant Units in order to deal with Transmission Grid emergencies which can result in reduction or suspension of receipt of electricity at the Connection Points. These emergencies include, but not limited to: fires, unscheduled maintenances, accidents and danger to individuals and equipment. In all cases, the First Party shall notify the Second Party of the preliminary reasons for such disconnection no later than eight (8) hours following the start of the disconnection. The detailed written report containing the reasons behind this disconnection shall be submitted as soon as possible to the Second Party no later than one week starting from the beginning of the disconnection.

If it is reasonably practicable, the First Party shall give notice of its intention to suspend or reduce the receipt of electricity and seek an agreement with the Second Party on the timing of the suspension or reduction. If such an agreement is reached, the Second Party shall comply therewith. The First Party shall use all prudent and reasonable means to limit the duration of such suspension or reduction and mitigate its adverse impact upon the Second Party. The suspension or limitation of the receipt of electricity by the First Party, according to the provisions of this contract, shall not mean relieving the Second Party from its outstanding obligations towards the First Party.

5-9 Grid Access Priority

In cases of limitation of access to the Transmission Grid under Clause 5-8 herein, power plants producing electricity from renewable energy shall be given priority over conventional power plants to access the Transmission Grid. If there are more than one renewable energy power plant, priority shall be determined in accordance with the latest commercial operation date of each plant, without prejudice to the grid safe and secure operating conditions.

Article (6) Compliance with the Electricity Transmission Code (Grid Code)

The Parties agree that:

6-1 On the date of signing this Contract there is neither valid code regulating access to the neither Transmission Grid nor valid code regulating the connection of Power Plants to the Transmission Grid (Grid Code), although drafts of both are pending approval by the First Party and EgyptERA.

6-2 The connection of the Power Plant to the Grid shall be realized in compliance of the technical requirements specified by the Draft Power Plant Grid Connection Code attached to this Contract in Appendix (14.)

6-3 Whenever an Electricity Transmission Code (Grid Code) comes into force after ratification from EgyptERA, the Parties shall promptly meet and begin (or continue if they already have begun) negotiating in good faith with the aim to reach the execution of an agreement on the required modification to this contract to integrate the application of such code, in any case within the limits of the Operating Capabilities of the Power Plant as specified in Appendix (7). EgyptERA may relieve any of the two parties from some obligations arising from the application of such code.

Article (7) Data

Each party shall provide the other party with the following data and information:

7-1 Planning, Designing and Operating Data

1. The Second Party shall provide the First Party with all information about the Power Plant facilities and Interconnection Facilities required for the Transmission Grid design and operation. The required submissions and timing requirements are set out in Appendix (11).
2. The First Party shall provide the Second Party with all information related to the Transmission Grid required for the Power Plant design and operation and connection to the Transmission Grid in accordance with the Power Plant Grid Connection Code attached to this contract in Appendix (14). The required submissions and timing requirements are set out in Appendix (11).

7-2 SCADA Signals

The Second Party shall provide the First Party with detailed specifications of the SCADA signals to be developed in coordination with the First Party as per the time schedule in Appendix (11).

7-3 Forecast Of Power Plant Power Production

The Second Party shall provide the First Party with a forecast of the Power Plant production as follows:

1. By no later than one Month prior to the commencement of each Contract Year, a forecast of the of the power production for each Month of the forthcoming Contract Year.
2. by no later than one Week prior to the commencement of each Month, a forecast of the power production for each Day in the forthcoming Month;
3. by no later than three Days prior to the commencement of each Week, a forecast of the power production on an hourly basis for the forthcoming week.
4. by no later than one Day prior to the commencement of each Day, a forecast of the power production for each hour of the forthcoming Day.

The above forecasts shall be the best estimation of the expected Power Plant output in the indicated time periods and the Second Party will use its best effort to prepare them acting as a reasonable and prudent operator by using the methodology and software approved by the First Party. The Second Party must notify the First Party in writing, or through E-mails, of any substantial change to its forecast output of the Power Plant for any period as soon as practical after the Second Party becomes aware of this change.

In case of renewable power plants (Solar and Wind), the Second Party shall not be subject to any penalty about the potential difference between the actual output and its forecasted values.

Article (8) Metering Equipment

For purposes of measurement of energy delivered by the Power Plant, the Second Party acknowledges that the Connection Points of the Power Plant subject of this Contract with the Transmission Grid is that specified in Appendix (6). The Second Party shall notify the First Party of any additions or changes to the Connection Points at least one (1) Month prior to the occurrence of any such additions or changes.

8-1 Standards of the Metering Equipment

The specifications, installation, maintenance and calibration of Metering Equipment shall conform to the Metering Code set out in Appendix (15).

8-2 Metering Equipment

1. The Second Party shall procure, supply, install, test, adjust, operate and check the Primary and Backup Metering Equipment at all Connection Points.
2. The First Party shall own the Primary Metering Equipment and the Second Party shall own the Backup Metering Equipment.

3. The meters' owner shall ensure that the installation, commissioning, maintenance, calibration and testing of the metering system are done in accordance with the appropriate IEC standards or manufacturer's recommendations.
4. The Second Party shall provide calibration reports and test certificates to the First Party. All commissioning and other tests shall be carried out in the presence of the First Party.
5. The two parties shall ensure the recording of power readings, active and reactive power and cumulative energy measurements for on-peak and off-peak period, by Primary and Backup Metering Equipment at all Connection Points.
6. Only persons jointly authorized by the two Parties shall be permitted to connect, disconnect, unseal or undertake any activity involving the Metering Equipment.
7. The Second Party has the right to request and witness additional testing and calibration of the Metering equipment, and the First Party has to accept, at the expenses of the Second Party.
8. The two parties shall make sure that Sealing, maintenance, replacement or calibration of metering equipment shall comply with the "Metering Code" attached to this Contract in Appendix (15.)

8-3 Additional Metering Equipment:

The Second Party may install, at its own cost, Additional Metering Equipment at all Connection Points or at any other point to which the Second Party delivers electricity within its facilities, provided that such equipment shall not be installed in a manner which interferes with the Primary or Backup Metering Equipment.

8-4 Rights of Access to Metering Equipment

Each Party shall, within reasonable limits, grant the other Party the right of access to read Metering Equipment, but each Party shall take all necessary steps to ensure that its employees and contractors do not manipulate with Metering Equipment and shall immediately notify the other Party upon discovery of any manipulation.

Each Party shall have the right to access the hourly readings of the other Party's metering equipment, by means of real time remote meter readings, if feasible, or by proper written communication sent by the other Party within the 1st Business Day of each Month.

Article (9) Operation and Maintenance of the Power Plant

9-1 Operating Committee

- a) The two Parties, as soon as practicable and in any case not more than Days prior to the beginning of the commissioning test, will form an Operating Committee comprising of:
 1. 3 representatives of the First Party;
 2. 3 representatives of the Second Party; and

3. Representatives of such other persons agreed by the two Parties from time to time.
 4. Representatives in the Committee may appoint delegates to attend Operating Committee meetings in their absence and to otherwise discharge their responsibilities under this Clause.
 5. Committee Members may invite other persons, as required from time to time, to attend meetings of the Committee as observers.
- b) The Operating Committee shall discuss and agree to the following matters relating to the operation and maintenance of the Power Plant:
1. Timetable of commissioning tests for the Connection and Transmission Facilities.
 2. Methods of day-to-day communications;
 3. Forecast of the electricity expected to be produced by the Power Plant and delivered at all Connection Points;
 4. Procedures for operation and determination of Power Plant productivity as set out in Appendix (9);
 5. Procedures for Maintenance Outages;
 6. The technical matters relating to billing disputes under Network Access Contract;
 7. Record keeping and recording data of the Power Plant operation.
 8. Any other matters that the Parties refer to the Operating Committee from time to time.
- c) The Committee will conduct its meetings in accordance with such procedures developed by Committee from time to time.
- d) The Committee quorum shall be complete by the presence of at least one representative of each Party.
- e) The Parties acknowledge that the Operating Committee will not have any legal responsibility towards either Party. The decisions of the Committee will not affect the rights and obligations of either party under this Contract.
- f) The Second Party shall call the Committee to convene and shall provide Committee members with the following:
1. An agenda at least 5 Business Days prior each meeting, except in case of urgent matters;
 2. Minutes of each meeting within 5 Business Days after the meeting.

9-2 Operating Instructions Issuance

- a) the First Party, under normal operating conditions of the Transmission Grid, is committed to transmit all the power produced by the Power Plant with a maximum of Megawatts.

b) Without prejudice to Clause 5-9 (Grid Access Priority), The First Party shall be entitled to issue the following operating instructions from the Dispatch Centre, and the Second Party shall respond:

1. Reduction of the electricity generation of the Power Plant during grid abnormal operating conditions (for example, but not limited to, Grid maintenance or outages, outages of some power plants ... etc), and after the agreement of the Second Party;
2. Disconnection or reduction of electricity generation in Emergencies;
3. Disconnection or reduction of electricity generation in Force Majeure Events;
4. Partial or full suspension of the electricity generation from the Power Plant , if the Second Party fails to comply with the Power Quality Standards according to Clause (5.3) which has an immediate effect on the security, stability and reliability operation of the Transmission Grid until the First Party makes sure that the Second Party is able to comply with the Power Quality Standards.

In case of limited infringement of the Power Quality Standards without having an immediate effect on the security, stability and reliability operation of the Transmission Grid, the Parties will agree in good faith on a reasonable time period to ascertain the reasons of abnormal values and implement the corrective actions to recover such failure.

5. Re-start of the Power Plant or its Units when the conditions leading to a limitation or suspension of electricity generation no longer exist, within the operating capabilities of the Power Plant as specified in Appendix (7).
6. Re-start of the Power Plant Units or providing Ancillary Services from the Power Plant, if a proper agreement is in force, unless this instruction represents a breach of this Contract and any applicable law, regulation and permits.

9-3 Operating Instructions

The Dispatch Centre shall issue Operating Instructions which will:

- 1- clearly identify the detailed reasons for the reduction or suspension of electricity generation from the Power Plant.
- 2- all Operating Instructions must be in writing if circumstances permit. If circumstances require that Operating Instruction be issued or changed orally, these Instructions must be confirmed in writing within twenty four (24) hours after the issuance. An electronic notice with confirmation will be considered "written notice" for the purpose of this Clause. .
- 3-The operating instruction must specify the time of commencement and termination of the requested reduction and the amount of electricity requested for each hour.
- 4- The First Party may, at any time, issue Operating instructions to which the Second Party shall respond as soon as possible according to Power Plant Operating Capabilities as specified in Appendix (7) and the electricity facility good management practices.

5-The Second Party is not obliged to comply with operating instructions which are not consistent with Power Plant Operating Capabilities stated in Appendix (7) provided that the Second Party promptly sends a reasoned "written notice" to the First Party. If circumstances require that "written notice" be issued or changed orally, these Instructions must be confirmed in writing within twenty four (24) hours after the issuance. An electronic notice with confirmation will be considered "written notice" for the purpose of this Clause.

9-4 Recording Of Telephone Communications

Both Parties shall agree to allow the other Party to tape record all telephoned conversations between Parties pertaining to the Power Plant productivity limitation and operation. Copies or transcripts of such recordings shall be promptly presented to the other Party at their request.

Article (10) Operation Records

10-1 Records

The Second party shall keep the operational records of the Power Plant, and provide an approved copy of them if requested by the First Party. In case of any substantial differences between the two Parties' records, the two parties shall promptly meet to revise these differences.

Such records must include:

1. Information about the delivered electricity from the Power Plant for each metering interval, as it is defined in Appendix (10);
2. licenses and permits,
3. copies of operation and maintenance manuals of the major equipment of the Interconnection Facilities;
4. list of lawsuits filed against the Power Plant by any environmental, health, safety or regulatory body during the preceding thirty six (36) Months, which have direct impact on the Power Plant's Operation;
5. all metering documents required to support the statements and invoices made by the Second Party pursuant to this contract as well as the Network Access Contract,
6. Any other information stated to be included in the Grid Code approved by EgyptERA.

10-2 Maintenance of operating records

1. The Second Party shall keep the above records and data for at least sixty (60) Months after the date of creating such records or starting the recording of such data.
2. The two parties shall define the records and data that they shall not dispose of or eliminate after said sixty (60) Months the Party desiring to keep any such records after the sixty months shall give a thirty (30) Day prior written notice to the other Party, generally describing the

records he desires to keep, and the Party receiving such notice does not object thereto in writing within ten (10) Days.

3. The two Parties shall be committed to the laws and regulations applicable with regard to maintaining books and records for periods longer than sixty (60) Months.

Article (11)

Connection Charges and Ancillary Services

11-1 Connection Costs

The Second Party has paid the cost of the Grid Study, which has been conducted and reviewed following the First Party instructions, and the Final Grid Study was approved by the First Party on the per the approval letter attached to Appendix (1). The Second Party shall design, procure, manufacture, build, erect, install, commission and test, at its own cost (and without any cost for the First Party), all the equipment and systems included in the Interconnection Facilities and Transmission Facilities described in Appendix 3 of this Contract.

To this purpose, the Second Party shall contract the above activities to suitable companies and shall pay them with the proper compensation.

The First Party shall carry out engineering services including basic design and detailed technical specifications of the Interconnection and Transmission Facilities, review and approval of contractor's design, equipment testing attendance, site supervision of its implementation and commissioning tests, as ruled by a separate contract to be agreed by the Parties and will be paid by the Second Party for an amount not exceeding EGP.

In addition to the above amounts, the Second Party has not to pay any further charge to the First Party.

11-2 Ancillary Services Charges

The Second Party may provide Ancillary Services to the First Party upon the First Party's request, subject to the Operating Capabilities specified in Appendix (7), under separate agreement between the Parties and in accordance with EgyptERA's issued regulations.

Article (12)

Force Majeure

If by reason of a Force Majeure Event a Party is wholly or partially unable to carry out its obligations under this Contract, the affected Party shall give the other Party notice of the Force Majeure Event as soon as practicable, and not later than 48 hours after the affected Party becomes aware of a Force Majeure Event or its consequences, through fax or written letter including the force majeure event and its effect on carrying out the obligations, as well as the suitable recovery measures of the event as fast as possible. The unaffected Party shall do all reasonable endeavours to mitigate the effect of the force majeure on the affected Party.

12-2 The affected Party shall not be liable for any failure or delay in performing its obligations during the existence of the Force Majeure Event except for the payment of the invoices issued and delivered before or during the date on which the Force Majeure Event occurred.

Article (13) Governing Laws and Language

The provisions of this Contract shall be subjected to the laws, regulations and regulatory rules applicable in the Arab Republic of Egypt.

This Contract is executed in the Arabic Language which shall be regarded as the authoritative and official text. The Parties hereto agree to provide translation of this Contract in the English language. This translation may be relied upon as being an accurate representation.

Article (14) Contract Modification

14-1 Either Party shall have the right to suggest amendments on the Articles of this Contract or its Appendices In case that both parties agree on the amendments, a written notification should be delivered to EgyptERA. Any amendment shall not come into force unless after EgyptERA approval.

14-2 Likewise, any consequent amendments which are issued by EgyptERA or any other legally authorized party or designated authority, and any amendments in the laws and regulations related to Articles hereof, shall apply.

14-3 The First Party shall notify in writing or via e-mail as soon as possible, the Second Party with the approved amendments (except for the amendments issued by laws), possibly before they become effective.

Article (15) Contract Assignment

15-1. The Second Party has the right to assign this contractual relationship, with all rights and duties, to a potential legal successor upon the successor's approval and provided that the legal successor has a license to practice the same business issued by EgyptERA. The Second Party is obliged to notify EgyptERA about this assignment at least thirty (30) Days before this assignment comes into force. This assignment shall not become effective except after EgyptERA's approval.

15-2. If the Transmission License issued by EgyptERA to the First Party is assigned to another new entity after signing this Contract, all the obligations and responsibilities herein this Contract is reassigned from the First Party to this new entity.

Article (16) Dispute Resolutions

16-1 In the event that a dispute or disagreement arises in accordance to the implementation or interpretation of any article of this Contract or not fulfilling any of the obligations under this Contract, the Parties shall attempt in good faith to settle such dispute by mutual discussions within 30 Days after

the date that the disputing Party gives a written notice of the such dispute or disagreement to the other Party.

16-2 In the event that the dispute is not resolved, any Party may refer the dispute to the EgyptERA for further consideration and resolution in accordance with the prevailing issued regulations

Article (17) Arbitration

In case that any party rejects EgyptERA's decision, the dispute shall be finally settled by arbitration in accordance with the rules of Cairo Regional Centre for International Commercial Arbitration. The seat of arbitration shall be Cairo and the arbitration decision shall be final and obligatory

Article (18) Notices

18-1 All notices, correspondences, requests and delegations shall be made in writing and shall be effective when received by personal delivery, registered mail, fax or certified e-mail by the designated representative of the intended Party and with acknowledgment of receipt, at such Party's address set forth above.

18-2 Each party shall inform the other party with any changes in its permanent address mentioned in this contract within a month; if it didn't, all correspondences which have been delivered to the old address are considered to be effective.

Article (19) Final Provisions

19-1 Neither Party shall be liable to the other Party under this contract for any tort, warranty, strict liability or any other legal theory which causes any indirect, consequential, incidental, punitive or exemplary damages. Neither Party shall have any liability to the other Party except pursuant to, or for breach of, this Contract.

19-2 Any fines or other penalties incurred by a Party for non-compliance with laws of Egypt shall not be reimbursed by the other Party but shall be the sole responsibility of the non-complying Party.

19-3 coming into force of this Contract annuls all earlier agreements in relation to any article tackled in this Contract except Network Access Contract signed between the two Parties and the Supply Contracts signed between the First Party and the Customers.

19-4 All the contents of this Contract and all confidential information and data acquired or received by either Party in connection with this Contract shall not be made known to any third party without the prior written consent of the other Party. This restriction does not apply to the disclosure of contents or information:

- a. to any consultants, banks, financiers, insurers or advisor to or to a third party approved by both Parties;

- b. to the EgyptERA in the course of regulatory proceedings;
- c. In compliance with the order of any court of competent jurisdiction;
- d. to the extent that it is or becomes available to the public through no breach of this Contract

19-5 No public announcement or statement regarding the signature, performance or termination of this Contract shall be issued or made unless both Parties shall have been furnished with a copy of the proposed announcement or statement and shall have approved it, such approval not to be unreasonably withheld or delayed; provided that neither Party shall be prohibited from issuing or making a public announcement or statement which is required to be made to comply with any applicable laws or regulation.

This Contract has been drawn up in Three (3) originals. Each Party shall have an original copy to act accordingly and one original copy will be delivered to EgyptERA.

For The First Party,

For The Second Party,

Egyptian Electricity Transmission Company

.....

Name: Mr. Fattahallah Mohamed Lotfy Shalaby

Name :

Title: Chairman

Title : Chairman

Signature.....

Signature.....

Date.....

Date.....

Appendix 1

Initial agreement signed between the two parties to connect the Power Production Plant to the Transmission Grid

Attached: EETC letter dated 29th May 2012 "Approval of the Grid Interconnection Study"

Appendix 2
Power Production Plant Description, Design and Technical Specifications

This appendix contains the conceptual description of the Station, which is summarized as follows:

- Scope of the Station
.....
- Description of Systems and Major Equipment
.....
- Design and Technical Requirements
.....
- Grid Connection Facilities
.....
- Performance Test Procedure
.....
- Certified Test Results
.....

Note: this Appendix will be finalized by the Parties after the signature of this Contract, according to the time schedule in Appendix 11.

Appendix (3)
Technical Specifications of Interconnection and Transmission Facilities,
Property Boundaries and Technical Interfaces

Appendix (4)

Main Technical Interconnection and Conformity Requirements between Station Equipment, Grid Equipment, National Dispatch Centre

Note: this Appendix will be finalized by the Parties after the signature of this Contract, according to the time schedule in Appendix 11.

Appendix (5)
Specifications of Metering Facilities

Appendix (6)
Transmission Grid Connection Points

	S	Connection Point [Name]		
Voltage	1			
Installed capacity (MVA)	2			
Maximum active power output (MVA)	3			
Active power (MW)	4			
Meter number	5			
Meter type	6			
Others	7			

Note: this Appendix will be finalized by the Parties after the signature of this Contract, according to the time schedule in Appendix 11.

Appendix (7)
Operating Capabilities and Power Station Curve

Note: this Appendix will be finalized by the Parties after the signature of this Contract, according to the time schedule in Appendix 11.

a) Operating capabilities

The operating capabilities for each Wind Turbine Generator and for the Wind Power Station are as follows:

	For each Unit*	For Power Station
Installed capacity (MVA)		
Maximum active power output (MVA)		
Active power (MW)		
Reactive Power Capability (range of Power Factor)		
Minimum off-line time for start-up (minutes) (fault ride through) Voltage Range:		
Start-up time (minutes)		
Shut-down time (minutes)		

* For each wind turbine in case of wind energy power station
Power Station Power Curve

The Wind Power Station Power Curve reflects the Guaranteed Performance of the Wind Turbines Generators at different wind speeds.

Wind Speed in meter / second	Power (GFP) in MW
1.0	
1.5	
2.0	
2.5	

3.0	
...	
۲۹	
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۳۰	

Appendix (8)

Routine Station Maintenance Program as per Manufacturer's Instructions

Note: this Appendix will be finalized by the Parties after the signature of this Contract, according to the time schedule in Appendix 11.

Appendix (9)

Station Operation as per National Control Centre

Drafting Note – To be completed by Operating Committee following Contract signing

b) Schedules for Maintenance Outage and Station Productivity Determination

Maximum Period of Scheduled Outage at anytime (MW) *	
Maximum Period of Maintenance Outage (hours)	
Months with no maintenance	

* Equals 5% of the Power Station installed capacity

Note: this Appendix will be finalized by the Parties after the signature of this Contract, according to the time schedule in Appendix 11.

Appendix (10)
SCADA Signal Technical Requirements

Note: this Appendix will be finalized by the Parties after the signature of this Contract, according to the time schedule in Appendix 11.

Appendix (11)

Schedules for Exchange Data and Information Required for Station Design and Grid Connection

Within a maximum period of 2 months from the signature of this Connection Contract, the Parties will agree the list of documents (Project Documentation Plan) to be exchanged during the design and construction of the Transmission Facilities and Interconnection Facilities. The parties will also agree the procedures and timing for the submission, revision and approval of Project Documentation, using the forms here below:

Required submission by the Second Party

Document	Format	Submission date	EETC Response time	Modification time
1- Electrical diagrams				
2- Site common drawings				
3-				
4-				

Required submission by EETC

Document	Format	Submission date	Power Producer Response time	Modification time
1- Site common drawings				
2-				
3-				

Appendix (12)

Schedules for Power Station Implementation and Grid Connection

a) Schedule for Implementation of Transmission Grid Facilities

b) Schedule for Implementation of Power Station and Connection Facilities

Appendix (13)
Connection Charges

Appendix (14)
Draft Power Station Grid Connection Code

Appendix (15)
Metering Equipment Technical Code