

Network Access 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 atRepresented byin his capacity as Chairman, 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 Network User are collectively referred to as the «Parties»

Guarantees

The Second Party pay a Guarantee Amount via a certified check from the bank..... with an amount equivalent to two (2) months of Network Access Charges to be submitted one month prior to Effective Date. The Guarantee amount shall be reviewed annually according g to the average monthly transmitted energy in the previous year considering the current Network Access Tariff. The Second Party has the right to be refunded the Guarantee Amount at the end of this contract or at the Termination Date of this contract after deducting any amounts due to EETC at that date.

Appendices

- Appendix 1: Network Access Tariff;
- Appendix 2: Data sheet of the Power Plant owned by the Second Party;
- Appendix 3: Data sheet of the Customers contracted with the Second Party
- Appendix 4: Calculation of Monthly Invoice;
- Appendix 5: Draft Minuets of Meeting between the Parties for the energization of Interconnection Facilities for testing.
- Appendix 6: Metering Code
- Appendix 7: Draft Minuets of Meeting between the Parties for the Effective Date.

Preface

Whereas, EETC owns and operates the Egyptian Electricity Transmission Grid (“**Transmission Grid**” or “**Transmission Network**”) and transmits all electricity which it receives at the Connection Points to the Delivery Points, pursuant to a license issued by “EgyptERA” at regulated Network Access Tariff approved by EgyptERA.

Whereas, the Second Party (Network User) owns and operates Power Plant with a capacity of M.W defined in Appendix (2) located at and has a generation licence issued by “EgyptERA” to generate electricity from wind energy. The Second Party has entered into a Connection Contract with the First Party on to interconnect his Power Plant to EETC Network and also the Second Party entered into Power Purchase Agreement(s) (PPA) for selling electricity generated from his Power Plant to the Customers defined in Appendix (3).

Now, therefore, in consideration that the Second Party required to use the First Party’s Network to transmit the electricity produced from his Power Plant to its own Customers and the First Party agreed according to the covenants contained herein,

The two Parties agreed as follows:

Article 1

The Preface and Appendices represent an integral part of this contract, and in the event of a discrepancy between the Contract Articles and the Appendices, the following order applies:

1. Contract Articles
2. Contract Appendices

Article 2 Terms and Definitions

Transmission Network: system of transmission lines, cables, equipment, structures and supports, substations and other facilities connected to each other through high and extra high voltages, owned and operated by the EETC and referred to in this contract as “**EETC Network**” for the purpose of receiving and transmitting electricity;

Grid Code: rules that specifies the basis, procedures and standards that govern the connection with the Transmission Network as well as its planning, operation, maintenance and development. The Grid Code shall be valid after the approval of EgyptERA;

Connection Points: the physical point(s) where the Power Plant of the Network User is interconnected with the EETC Network;

Delivery Points: the physical point(s) that connect the Customers with the EETC Network;

Transmitted Energy: The energy delivered from the Power Plant subject of this Contract and recorded at the Metering Equipment at the Connection Points;

Effective Date: A date Defined in the Agreement in Appendix 7 when the Second Party started to deliver electricity for sale at the Connection Point(s) and to transmit it to the Second Party Customers according to this Contract;

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

Network Access Tariff: Transmission Network access tariff (piaster/ KWH transmitted) approved by EgyptERA for each voltage level;

Contractual Year: twelve (12) months starting from the Effective Date;

Billing Period: a month, starting at 12.00 PM on the first day of the Month till 12.00 PM on the first day of the next Month. The first Billing Period starts from the Effective Date until 12.00 PM on the first day of the next Month;

Month: Calendar month;

Interest Rate: the announced annual interest rate of the Central Bank of Egypt;

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

Force Majeure Event: any event or circumstance or combination of events or circumstances that is beyond the reasonable control of a Party and that does not occur because of dereliction or indifference or intended bad behavior, this force majeure includes for example and not limited to (earthquakes, storms, lightening, explosions, epidemics, wars, public rioting, civil strikes, sabotage) This event could materially and adversely affects the performance by such affected Party of its obligations under or pursuant to this Contract including a Party's ability to deliver, transmit or receive Electricity; 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.

Grid Connection Contract: The contract signed between the two Parties which enables the Network User to connect his Power Plant to EETC Network at the Connection Point(s);

Customers: the customers (defined in Appendix 3) who signed power purchase agreement with the Network User for purchasing the electrical energy generated from his Power Plant at the Delivery Points;

Payment Period: ten (10) business days starting from the Network Access Invoice delivery date;

Metering Equipment: all meters and metering devices (including remote terminal units) owned by either Party used to measure the delivery and receipt of electrical energy at the Connection Point(s) and the Delivery Point(s) according to Appendix 6;

Agency (EgyptERA): Egyptian Electric Utility and Consumer Protection Regulatory .

Article 3 Subject Matter

The First Party is liable to provide the Second Party access to EETC Network, for the purpose of transmitting all the electrical energy generated from the Second Party's Power Plant within the contracted capacity to his Customers specified in (Appendix 3) against the payment of Network Access Tariff approved by EgyptERA.

Article 4 Contract Term and Termination

4-1. Contract Term

This Contract comes into force on the signing date of this contract except for the articles relevant to billing, which come into force on the Effective Date. The contract is valid until the end of the first Contractual Year and to be automatically renewed for other contractual years provided that the Second Party's Grid Connection Contract and the Generation License, issued by EgyptERA, are still valid.

4-2. Contract Termination Cases

The Contract shall be terminated in the following events:

1. Termination of Grid Connection Contract;
2. Termination or non-renewal of Generation License issued for the Second Party by EgyptERA;
3. The Second Party's request by providing a written notice to the First Party according to Article (14) subject to a notice period of ninety (90) days.
4. The First Party has the right to suspend this contract, after a 30 days' notice of payment to the Second Party, in case the First Party's account receivables from the second party reached an amount equivalent to two (2) months of network access charges, in addition to the accrued Interest Rates on the receivables according to Article (7) of this Contract. This Contract is automatically terminated without prior notice after three (3) months from the ending date of the mentioned notice period. In all cases the First Party shall notify EgyptERA about the termination otherwise, the First Party loses its right of terminating this Contract on his own.

4-3. Liabilities in Case of Termination

Each party is not liable to the other Party after the Termination Date of this Contract except for those liabilities rose according to this Contract before the Termination Date or those liabilities that - according to this Contract - continue after the Termination Date.

Article 5 Network Access Tariff

5-1. The Second Party shall pay the First Party for every kwh transmitted from the Connection Points to the Delivery Points of each Customer. A single Network Access Tariff is applied for each voltage level irrespective of the distance between the Connection Points and the Delivery Points. In case the

Connection and Delivery points have different voltage levels, the Network Access Tariff for the lower voltage level shall be applied.

5-2. The First Party has the right to modify the Network Access Tariff; however, this modification will not be valid except after EgyptERA's accreditation. The First Party is obliged to inform the Second Party, in writing, about any modification on the Network Access Tariff within maximum ten (10) days starting from EgyptERA's accreditation date.

Article 6 Metering

6-1 The Second Party shall procure, supply, install, test, adjust, operate and check the Primary and Backup Metering Equipment at all Connection Points in accordance with the technical requirements specified in Appendix (6). The First Party shall own the Primary Metering Equipment and the Second Party shall own the Backup Metering Equipment.

6-2 The First Party shall install, at the expense of the Second Party, the Metering Equipment and devices for the measurement and recording of electric energy feed-in at the Delivery Points in accordance with the technical requirements specified in Appendix (6).

6-3 The Metering Equipment measures both Active & Reactive power and energy and accumulated measurements during On & Off peak periods. These measurements are read and recorded for each Billing Period by the First Party representatives in the presence of the Second Party representatives. The metering points, meter types, serial numbers and the equipment installed at Connection Points are shown in Appendix (2). Furthermore, the metering points, meter types, serial numbers and the equipment installed at Delivery Points are shown in Appendix (3). The two Parties are obliged to update the above data in case of any modification in metering points.

6-4 The First Party shall, also at the presence of the Second Party, seal the Metering Equipment and calibrate them periodically.. Neither Party is allowed to perform any modification to these devices or removing the seals or relocating them except after the approval of the other Party. 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 expense of the Second Party. If any damage or loss or fault or recording stoppage took place in this equipment, the amount of transmitted electric energy during the damage period of the meters is estimated according to the EETC's Commercial Regulation.

Article 7 Billing and Settlement

7-1. Preparation of Invoice

For each Billing Period, the Second Party shall submit to the First Party, on the (5th) fifth Business Day of the Month, the data defined in Appendix (4). The First Party shall use this data to prepare the Invoice (after checking it with the amounts metered and measured at the Connection Points) using the methodology in the Appendix (4) and the prevailing Network Access Tariff.

7-2. Issuing and Reviewing the Invoice

The First Party shall issue a payment notice to the Second Party attached with monthly invoice indicating the amount of the Network Access Charges for the Billing Period and the clarification data for the invoice calculation. The Second Party has the right to review each invoice, and if it disagrees with the determination of the amounts owed under such invoice, may request in writing clarification of such invoice from the First Party within five (5) Business Days from the date of receiving such invoice. The First Party shall review the request and reply to it within Ten (10) Business Days. In case of correction in the invoice is required, the correction will be reflected in the following invoice.

7-3. Payment of Invoices

The existence of a Dispute with regards to any amount shown on an invoice shall not affect the obligation of the Second Party to pay the First Party the total invoice amount, , in cash or via bank transfer within ten (10) Business Days from receiving the payment notice. If the Second Party did not pay the invoice within the Payment Period, it shall bear a default interest as of the due date till actual payment is made, at the Interest Rate.

If the Second Party did not respond to two (2) written notices from the First Party within a period of thirty (30) Days from receiving the payment notice, EgyptERA shall be notified so as to take the necessary action as per Article (45) of Chapter (5) "Suspension or Revocation of License" from the General Condition of License applied and the First Party has the right to take any proceedings to collect such invoice.

7-4. Correction of Invoice

Either Party shall have the right to request a correction to be made to an invoice. Such request for correction shall be made in writing within three (3) Months from the date of the invoice's issuance (even if the invoice was paid). The resolution of the request for invoice correction will be done in accordance with Article 13 "Dispute Resolutions" herein this contract.

7-5. Fees, Stamps and Taxes

All charges, stamps and taxes enforced by the Egyptian law to other relevant entities shall be added to the Network Access invoice.

Article 8 Suspension and Limitation of Network Access

8-1. Cases for Suspension and Limitation of Network Access

1. The First Party has the right to suspend the Network Access with a previous written notice to the Second Party as well as to EgyptERA. The suspension doesn't come into force except after the approval of EgyptERA. The suspension can take place only if the Second Party:
 - does not provide access to Metering Equipment to the First Party or its authorized representatives that must comply with the safety regulations;
 - is not complying with any of this Contract Articles or Appendices
2. The First Party is entitled to partially or totally disconnect the Second Party's generators in Emergency Cases that may result in interrupting or disconnecting the transmitted energy. These Emergency Cases include for example (fires, unscheduled maintenance and danger on labor or equipment). In all cases the First Party is obliged to inform the Second Party about the preliminary reasons for this disconnection within eight (8) hours at maximum since the start of 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 (1) Week from the start of the disconnection. The First Party is also obliged to supply the Second Party's Customers with the full electricity needed to satisfy their demand during the interruption period in accordance with the terms of energy supply contract signed between the Customers and the First Party.

8-2. Obligations in Cases of Suspension and Limitation of Network Access

The interruption or restriction of Network access by the First Party as per the provisions of this Contract shall not exempt the Second Party from the existing payment obligations for the Invoices due or from compliance with other obligations towards the First Party. The Second Party is entitled to be compensated from the First Party in cases of suspension and limitation of Network Access resulting from causes attributed to the First Party (except in case of Force Majeure) and lasting for more than seven (7) successive Days. The compensation value is calculated starting from the end of the first 48 hours from the beginning of the suspension and limitation of Network Access. The two Parties shall agree on the compensation value in accordance with Article (13) "Dispute Resolution" herein this Contract.

8-3. Mitigation of the Network Access Limitations Consequences

If it is reasonably practicable for the First Party to give notice of its intention to interrupt or reduce receipt of Electricity and it is practicable to seek agreement with the Second Party on the timing of the interruption or reduction and if agreement is reached, the Second Party shall comply. The First Party shall also use all prudent and reasonable practices to limit the duration and adverse effect of such interruption or reduction upon the Second Party. The First Party's given notice to the Second Party under this clause shall not void the Second Party's right to request compensation in accordance with Clause (8-2).

8-4. Network Access Priority

In case of Suspension and Limitation of Network Access in accordance with this Article, the renewable power plants has the priority for Network Access over the conventional power plants, and in case of existence of more than one renewable power plant (wind and solar), priorities are determined in accordance with the latest Commercial Operation Date of each and without prejudice to the Grid safe and secure operating conditions.

Article 9 Force Majeure

9-1. 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.

9-2. 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 payment of the invoices issued and delivered during or before the period on which the Force Majeure Event occurred.

Article 10 Governing Laws and Language

The Contract provisions shall be interpreted, construed and governed by the laws and regulations of 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 11 Contract Modification

11-1. 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.

11-2. 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.

11-3. 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 12 Assignment of the Contract

12-1. 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 it comes into force. This assignment shall not become effective except after EgyptERA's approval.

12-2. 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 13 Dispute Resolutions

13-1. In the event that a dispute or disagreement arises between the two Parties concerning 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 thirty (30) Days after the date that the disputing Party gives a written notice of the such dispute or disagreement to the other Party.

13-2. 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 14 Arbitration

In case that any party rejects EgyptERA's decision in accordance with Article 13 "Dispute Resolution" herein this Contract, 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 15 Notices

15-1. 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.

15-2. 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 16 Final Provisions

16-1. 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.

16-2. 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.

16-3. Coming into force of this Contract annuls all earlier agreements in relation to any article tackled in this Contract except the Grid Connection Contract signed between the two Parties and the Supply Contracts signed between the First Party and the Customers.

16-4. 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 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. 16-5. 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 receive one original and EgyptERA shall also receive one

For The First Party,

For The Second Party,

Egyptian Electricity Transmission Company

.....

Name: Mr. Fatahallah Mohamed Lotfy Shalaby

Name :

Title: Chairman

Title : Chairman

Signature.....

Signature.....

Date.....

Date.....

Appendix 1
Network Access Tariff

Voltage Level	Network Access Tariff (Piasters / kWh)
Extra High Voltage (132 kV up to 220 kV and above)
High Voltage (33 kV up to 66 kV)
Medium Voltage (Distribution Companies) (6.6 kV up to 22kV)

- The Network Access Tariff for any Voltage level includes the following :
 - the cost of the transmission network on the voltage level in addition to the higher voltages
 - The cost of the purchase of network losses equal to the average production cost of the thermal power plants
- The Network Access Tariff doesn't depend on the distance between the Connection Points and Delivery Points.
- The Network Access Tariff applies to both Peak and Off Peak periods

Appendix 2
Data sheet of Power Plant owned by the Second Party

The data of the Second Party's Power Plant are summarized as follows:

1. Basic Data and include:
 - Plant Name:
 - Plant Type:
 - Number of Units and Capacity of Each in MW:
 - Total Installed Capacity in MW:
 - Fuel Type:
 - Plant's Commercial Operation Date:
2. Single Line Diagram for the Power Plant demonstrating Connection Points locations
3. Data of the Installed Metering Equipment
4. All other Data required in the Grid Code

No.	Connection Points	Meter No.	Properties and Type of Metering Equipment Installed at Connection Points	Accuracy Level
1				
2				
3				

Appendix 3
Data Sheet of the Customers contracted with the Second Party

1. Data sheet of Customers Contracted with the Second Party (all the required data must be fulfilled for every Customer who contracted to purchase the electric energy from the Power Plant subject to this Contract):

No.	Customer's Name	Activity Type	Activity Location	Feed-in Voltage (kV)	Contractual Capacity (kW)	Amount of Energy Purchased(kWh/month)

2. Data Sheet of Installed Metering Equipment:

No.	Delivery Points from the Grid	Meter No.	Properties and Type of Metering Equipment Installed at Delivery Points	Accuracy Level
1				
2				
3				

Appendix 4 Calculation of Monthly Invoice

Total Transmitted Energy

Total net energy produced from the Power Plant which has been metered by metering equipment at the Connection Points during the Billing Period

Total Transmitted Energy (kWh)	Total Transmitted Energy (kWh) (On-Peak Period)	Total Transmitted Energy (kWh) Off-Peak Period

Peak Period

- *On-Peak Period during Winter is from 5.00 PM to 9.00 PM.*
- *On-Peak Period during Summer is from 7.30 PM to 11.30 PM.*
- *The Winter Season starts from October the 1st till April 30, whereas the Summer Season start from May the 1st till September 30.*

The Transmitted Energy Distributed to Customers

No.	Customer's Name	Transmission Voltage Level (kV)	Energy Sold from the Second Party to each Customer (kWh)		
			On Peak	Off Peak	Total
1					
2					
3					
4					
5					
Total					

Notes:

- The total Energy sold by the Second Party during the Billing Period is usually equal to the Total Transmitted Energy.
- In the event the Transmitted Energy is more than the total Sold Energy to the Customers, the Second Party is obliged to pay the Network Access Tariff for the excess energy at the average weighted Network Access Tariff during the Billing Period (the division of “summation of Network Access Tariff X Amount of Energy Sold by the Second Party to each Customer” by “the total amount of Energy Sold to all Customers ”). In case of renewable energy (solar –wind),the clauses concerning the Energy Banking set forth in the Addendum to the Power Supply Contract shall apply.
- Transmission voltage level is specified pursuant to Article (5) herein this Contract.

Monthly Invoice

Network Access Charge for each Customer/month = Energy sold by the Second Party to the Customer × Network Access Tariff (defined in Appendix (1) according to the Customer transmission voltage level)

The **Invoice Amount** = Sum of the Network Access Charges for all Network User’s Customers.

Appendix 5
Draft Minuets of Meeting Between
The Parties for the Energization of Interconnection Facilities for testing

[ERA / EETC to propose a draft]

**Appendix 6
Metering Code**

[draft Code to be Attached]

Appendix 7

Draft Minuets of Meeting between the Parties for the Effective Date