

Technical information and specification subject to be changed according to the location of the PV Facility

SCHEDULE 1 METERING EQUIPMENT AND PROCEDURES

1 Description of Metering Equipment

The Project Company shall at its expense, procure, install, own and maintain the principal metering equipment (the "Main Metering Equipment") and check metering equipment (the "Check Metering Equipment") (together the "Metering System") at all the Delivery Points having the following technical characteristics and in accordance with the most recent versions of IEC 60044-10.1 to 60044-5.1 (inclusive), IEC 60687 and IEC 62053 standards (or other standard mutually agreed to by the Parties), as at the date of this Agreement.

2 Reading of Meters

2.1 Procedures for billing purposes

2.1.1 The Main Metering Equipment shall be read monthly on the first Day of each month (or such other Day as may be agreed upon by the Parties) via remote connection for the purpose of determining the Energy Output of the PV Facility since the preceding reading. The Project Company shall give NEPCO at least two (2) Business Days' prior advance notice of the time the Project Company shall read the Metering System. In the event that a NEPCO representative is present at such reading of the Metering System for the purpose of measuring Energy Output, then such reading shall be jointly taken and recorded.

2.1.2 In the event that a NEPCO representative is not present at a reading of Energy Output, then the Project Company's representative shall take and record such reading and make a photographic record thereof. The Project Company shall maintain a log of all such meter readings. Measurements recorded shall be delivered by the recording Party to the non-recording Party by facsimile within forty-eight (48) hours after the readings are taken. This shall not apply where the Metering System can be read remotely.

2.1.3 Subject to paragraph 2.1.4 and 2.1.5 the Energy Output of the PV Facility shall be determined using the Main Metering Equipment.

2.1.4 In the event that the Main Metering Equipment is not in service as a result of maintenance, repairs or testing, then the Check Metering Equipment, shall be used for the determination of Energy Output of the PV Facility during the period that the Main Metering Equipment is not in service to the extent that such equipment is available.

2.1.5 In case the Main Metering Equipment is not available and the Check Metering Equipment is also not available then the amounts of energy delivered may be calculated based on Solar Modules validated by an assessment of the solar irradiation and the Estimated Facility Performance Ratio or Revised Facility Performance Ratio in line with the principles set out in Schedule 9 for calculation of Deemed Energy Output in line with the principles set out in Schedule 9 for calculation of Deemed Energy Output. Such assessment shall consider any Solar Modules that might have been out of service or producing lower than calculated energy for any reason.

2.2 Inaccuracies in Main Metering Equipment.

2.2.1 When, as a result of any test of the Main Metering Equipment, the Main Metering Equipment is found to be inaccurate by more than point two percent +/- (0.2%) or is otherwise functioning improperly (for any reason, including due to accidental or third party damage) then the correct amount of Energy Output delivered to NEPCO for the actual period during which inaccurate measurements were made, if any, shall be determined as follows:

- (a) First, the readings of the Check Metering Equipment, if any, shall be utilised to calculate the correct amount of Energy Output, unless a test of such Check Metering Equipment, as required by either Party, reveals that the Check Metering Equipment is inaccurate by more than point two percent +/- (0.2%) or is otherwise functioning improperly;
- (b) If the Check Metering Equipment is found to be inaccurate by more than point two percent +/- (0.2%) or is otherwise functioning improperly, then the Project Company and NEPCO shall jointly prepare an estimate of the correct reading:
 - (i) Based on the SCADA data of the whole PV Facility;
 - (ii) Based on the readings of solar irradiation, the Estimated Facility Performance Ratio or Revised Facility Performance Ratio in line with the principles set out in Schedule 9 for calculation of Deemed Energy Output; and if not available;
 - (iii) on the basis of all available information and such guidelines as may have been agreed to between the Project Company and NEPCO;
- (c) In the event that NEPCO and the Project Company fail to agree upon an estimate for the correct reading, the matter may be referred by either Party to the Expert for resolution in accordance with Article 17.2 of this Agreement; and
- (d) The difference between the previous payments by NEPCO for the period of inaccuracy and the recalculated amount shall be reconciled on a 6 monthly basis and offset against or added to the payment to the Project Company under this Agreement following the 6 monthly reconciliation, as appropriate. If the period of inaccuracy cannot be accurately determined, it shall be deemed to have begun on the date which is midway between the date the meter was found to be inaccurate and the date of the last meter reading accepted by the Parties as accurate, but not to exceed one hundred eighty (180) Days. In no event, however, shall any such adjustment be made for any period prior to the date on which the Main Metering Equipment was last tested and found to be accurate within plus or minus point two percent ($\pm 0.2\%$) and not otherwise functioning improperly.

3 Testing of Metering System

- 3.1 The Project Company shall test the Metering System for accuracy in accordance with paragraph 4.1.8 (Calibration of Metering System)
- 3.2 The Project Company shall also test the Metering Systems at any other time reasonably requested by NEPCO, such additional testing to be at NEPCO's expense unless the test indicates that the Metering System is inaccurate by more than point two percent +/- (0.2%), in which case Project Company shall bear the cost of the additional test. NEPCO may have a representative present during any such testing, as well as during any inspection of the Metering System or adjustment thereof.
- 3.3 When on the Site, NEPCO personnel shall comply with all reasonable instructions of the Project Company and the Contractor and, notwithstanding any other provision in this Agreement to the contrary, shall indemnify and hold the Project Company and the Contractor harmless from any loss or damage sustained by virtue of NEPCO's acts or omissions in the performance of its obligations but only to the extent that such loss or damage is not covered by insurance of the Project Company or the Contractor (as appropriate).

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3.4 The calibration of meters shall be by a registered calibration authority (unless otherwise agreed between NEPCO and the Project Company) and will be checked by either: (i) the Project Company under the presence of NEPCO to ensure that the accuracy remains within the specified limits as stipulated in the Metering Code; or (ii) a relevant institution in cases where the meters are being calibrated off-site. The method of calibration and frequency of tests shall be agreed between the Project Company and NEPCO based on knowledge of the performance and the design of the installed meters and the manufacturers' recommendations and Metering Code.

3.5 Compensation will be made for the errors of current and voltage transformers in the meter calibration or during the computation of records. Current and voltage transformers will be tested for ratio and phase angle errors following manufacture at an accredited testing station off-site, or on-site by an accredited testing body in the presence of representatives from the Project Company and NEPCO as agreed between the Parties. Test certificates issued by the accredited tester will be issued independently to both parties.

Calibration of the Metering System shall be at the expense of the Project Company. During such tests and calibration, NEPCO shall have the right to have a representative present at all times.

3.6 Procedure for breaking of seals

3.6.1 A Party may request the breaking of seals on notification to the other Party of the reasons.

3.6.2 If the two Parties agree on breaking of seals, they shall set a date and each send a representative.

3.6.3 The event shall be recorded in a log book.

3.6.4 If any error (metering outside allowable limits or other unacceptable error) is found the two Parties will share the external costs, but each Party will bear its internal costs.

3.6.5 If no error is found, the Party asking for breaking of seals will bear the external costs, but each Party will bear its internal costs.

4. Specific Technical Characteristics

4.1 Power Tariff Metering

4.1.1 The Metering System shall be capable of obtaining and interpreting readings and performing the adjustments, if required, to provide information concerning Facility Energy Output and Input, and shall be installed, operated and maintained in accordance with the Jordanian Metering Code. The Metering System shall be part of the PV Facility's control and measurement installations, and the criteria specified below.

4.1.2 The Metering System shall be provided and will be connected to same cores of both CTs and VTs. All meters shall support minimum two different tariff rates. The Metering System shall comply with the Jordanian Metering Code, and the Metering System and instrument transformers shall be approved by NEPCO.

4.1.3 The meters, which will be located at the Delivery Point, shall be bi-directional capable of measuring the amount of active and reactive electricity (MWh and MVAR). The meters, CT, VT and its connection equipments shall be provided and installed by the Project Company and approved by NEPCO. The meters shall be connected to:

(a) the current transformer (CT) used for export and import, which shall be located within Project Company's Substation at 132 kV side of 33/132 kV transformers; and

(b) to voltage transformers (VT) for export and import metering, which shall be located at the 132Kv side of 33/132kV transformers. Each circuit shall have its own VT (Not Busbar VT).

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The Project Company shall provide NEPCO with links to and/or the Ethernet switch and router and connect them to the MUX and/or Metering System at Substation, where all the Interconnection Facilities, noting that the communication media between the Interconnection Facilities and NCC is fiber optics line over OPGW cables and shall be provided and installed by the Project company. The Project Company shall make Metering System signals available for NEPCO at the Interconnection Facilities.

4.1.4 The following class of metering transformers and requirements for each grid transformer shall be provided and installed by Project Company and approved by NEPCO:

- (a) (132/1.73)(0.110/1.73) kV Class 0.2S voltage transformers windings (three phases - R, Y & B) (number of cores and ratio to be decided by NEPCO in later stage);
- (b) 600/400/200/1A Class 0.2S current transformers with primary current to be evaluated in accordance to the connection sizing, secondary current of 1 A (four wires having three phase circuit and single common earth) (number of cores and ratio to be decided by NEPCO in later stage);
- (c) Two meters Class 0.2S, one main and one check meter (3-phase, four wire system, active and reactive power), both having export and import capabilities and with CT/VT compensation feature, ensuring that all data and VT are available;
- (d) Metering class for reactive power shall be 0.5;
- (e) Billing System for monthly issuance of the bill;
- (f) GPS for the purposes of time synchronisation connected to the meters and Billing System; real time clock of the meters can be synchronised through the existing NEPCO AMR system as described under Schedule 1.
- (g) Maximum demand recording period of 30 minutes;
- (h) Control AC and DC cables;
- (i) The UPS of PV Facility will be used for energy metering in emergency;
- (j) The meters communication and its equipment shall be provided and installed by the Project Company and approved by NEPCO; (communication arrangement to be determined later by NEPCO)

Below list of Meter types compatible with existing NEPCO's AMR system:

ZMQ 202C.8r4af9,E850
ZMD 402CT44.0457,E650
ION 7550 (M7550 A0 E0 B5 E0 A1C)
ION 7500 (P7500 A0 E0 B5 E0 A1C)

The above listed meters order number might be changed according to the availability of two communication ports inside the provided meters.

- (k) Software packages suitable for remote Billing System.
- (l) High performance Ethernet switch with 110 V_{dc} ±10% power supply, to connect the energy meters through the data network to
- (a) the metering system and Ethernet switch, router and other accessories shall be mounted in suitable panel(s) and all to be provided by the Project Company.

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(b) Ethernet to fibre optic converters to enable the above mentioned connection. The Project Company shall be responsible for providing all materials and installation up to the point of the fibre optic convertor in the Interconnection Facility, including the convertor itself, if needed.

(o) Remote monitoring access for one user in the Ministry of Energy at Amman (with the ability to view data only and no ability to change or control the PV Facility) will be supplied by the Project Company.

(a) [] MB communication links shall be supplied by Project Company to the Facility as indicated for phone and data requirements up to Amman or other NEPCO substations in the Amman area.

Civil and installation works directly related to the installation of the communication cable between the Substation and the Interconnection Facilities will be installed by and at the cost of the Project Company. The Project Company shall be responsible for the installation of the communication equipment up to and including the communication equipments located in the Interconnection Facility. The Project Company shall be responsible for the termination of the communication cables into the communication equipment in the Interconnection Facility.

4.1.5 Metering Accuracy.

The tariff Metering System shall have an overall accuracy of ± 0.2 % for watt-hour metering.

In summary the Metering reading accuracies are to be within the tolerances set out below:

Maximum Allowable Errors

Measured Parameter	Maximum Error
Net Energy Output (kWh) meters	± 0.2%
Net Energy Output (kVARh) meters	± 0.5%
Capacity (MW) meters	± 0.2%
Instrument Transformers Calibration data shall be provided for each instrument transformer, which should result in a negligible overall error	± 0.2%
Time Reference	3 seconds per week - maximum

4.1.6 Data Logging and Transmittal

The measurement system shall log and calculate all readings in thirty (30) minute intervals, which start from the beginning of each hour. All capacities shall be calculated to be the integration of instantaneous readings of energy produced over such thirty (30) minute intervals divided by said period. Readings will be capable of being transmitted through the and/or gate ways.

4.1.7 Security and Redundancy

(a) A full list of redundant equipment as advised by NEPCO has been provided by NEPCO for Project Company acceptance prior to signing of this Agreement and consist of the Metering System and the SCADA gateways This redundant capability shall be provided for the central processing units ("CPU") and for the communication links between the CPUs and the transducers, instruments, sensors, and other devices that detect, measure and transmit the parameters used by the measurement system to apply correction factors.

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(b) The Project Company shall be entitled to gain access to any software application or programs that may be used to operate or calibrate the CPUs and the transducers, instruments, sensors, and other devices which detect, measure and transmit the parameters used by the measurement system provided that NEPCO's personnel shall be entitled to enter a restricted security code every time that such access is required.

4.1.8 Calibration of Metering System

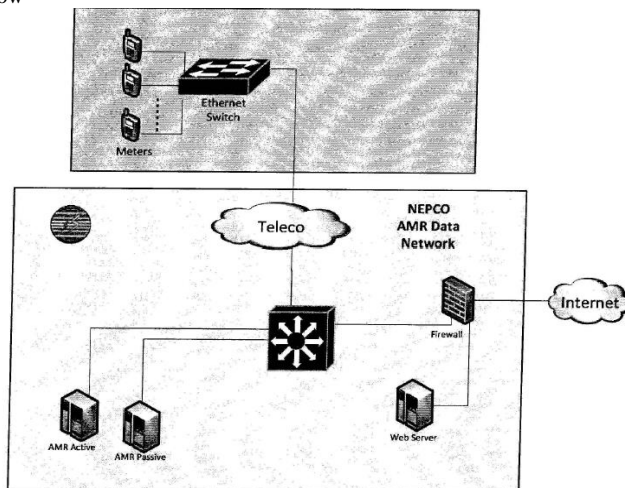
The Project Company shall inspect, test and calibrate all metering devices upon installation and at least once every (5) years thereafter after giving NEPCO no less than five (5) Days' advance notice. NEPCO may have a representative present during any such testing, as well as during any inspection of the Metering System or any adjustment thereof.

4.2 400V supply and metering

The 400V supply from the Substation to the Interconnection Facility shall not be metered.

5. Information to be delivered to NEPCO for Metering Purposes

MWh, and MVARh on the 132 KV side of the step-up transformer.. All the readings and the information shall be read and transferred to NEPCO through AMR Data Network as indicated in Figure 1.1 below



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SCHEDULE 2

CONDITIONS PRECEDENT

PART A
CONDITIONS PRECEDENT OF THE PROJECT COMPANY TO FINANCIAL CLOSE

It shall be a condition precedent to Financial Close that each of the following is supplied to NEPCO in form and substance satisfactory to the NEPCO by the Project Company, or that such a condition precedent is waived by NEPCO:

- A) true and complete copies of the following documents:
- (i) memorandum and articles of association of the Project Company;
 - (ii) commercial registration certificate (and any amendments thereto, including any amended commercial registration certificate to reflect new board members appointed since the issuance of the original commercial registration certificate);
 - (iii) commercial registration certificates to confirm that the shareholder or any of their wholly owned subsidiaries or any other entity of equivalent financial position approved by MEMR as a shareholder in the Project Company.
- in each case certified by the authorised representative of the Project Company, and identifying the shareholders and the respective shareholding of the Project Company;
- B) true and complete copies of all Project Agreements executed by the Project Company, certified by an authorised representative of the Project Company;
- C) a certificate from the Lenders in form and substance satisfactory to NEPCO confirming that Financial Close requirements had been completed;
- D) copies of certificates of insurance evidencing to the satisfaction of NEPCO that the insurance policies and coverage which are required to be in full force from Financial Close in accordance to Schedule 5 to this Agreement;
- E) a legal opinion from the legal advisers to the Project Company confirming (i) the due licensing and constitution of the Project Company, and (ii) the due authorisation, and validity of the Project Agreements to which the Project Company is a party, the form and substance of which shall be consistent with international project finance practice and reasonably acceptable to NEPCO;
- F) a true and complete copy of the Environmental Impact Assessment and the environment impact approval required with the applicable legislation in the Kingdom of Jordan;
- G) a true and complete copy of a current and valid certificate in respect of the Units which is required under Schedule 7; and

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- H) Project Company shall complement the current grid impact study with the relevant information associated with the PV Facility, in compliance with the System Grid Code.
 - I) Unconditional assignment of right to NEPCO under the LLA.
 - J) Generation Licence issue by EMRC.

**PART B
CONDITIONS PRECEDENT OF NEPCO TO FINANCIAL CLOSE**

It shall be a condition precedent to Financial Close that each of the following is supplied to the Project Company by NEPCO or otherwise satisfied, or that such a condition precedent is waived by the Project Company.

- A) NEPCO, the GoJ and Council of Ministers of Jordan, in accordance with the Jordanian Renewable Energy and Energy Efficiency Law (Law No. 13 of 2012) granting the Project Company approval to develop, design, finance, insure, construct, test, Commission, complete, own, operate and maintain the PV Facility;
- B) the Lenders' Direct Agreements executed by NEPCO, MOF and/or ERC as appropriate;
- C) true and complete copies of the following documents:
 - (i) articles of association of NEPCO; and
 - (ii) commercial registration certificate (and any amendments thereto, including any amended commercial registration certificate to reflect new board members appointed since the issuance of the original commercial registration certificate);
- D) the Government Guarantee Agreement signed by MOF;
- E) true and complete copies of resolutions adopted by NEPCO's board of directors authorising and/or ratifying the execution, delivery and performance by NEPCO of this Agreement and the Transmission Connection Agreement, certified by the authorised representative of NEPCO.

**PART C
GENERAL CONDITIONS PRECEDENT TO FINANCIAL CLOSE**

It shall be a condition precedent to Financial Close that each Party certifies in favour of the other Party to the effect that its representations and warranties contained or incorporated by reference in this Agreement are true and correct on and as of Financial Close with the same force as though made on and as of Financial Close.

CONDITIONS TO COMMERCIAL OPERATION DATE

**PART D
CONDITIONS OF PROJECT COMPANY TO COMMERCIAL OPERATION DATE**

- A) The Independent Engineer issuing a certificate in accordance with Schedule 21 confirming completion of construction of the PV Facility in accordance with the specifications set forth in Schedule 7;
- B) Completion of Commissioning in accordance with Schedule 10 and the Independent Engineer issuing a certificate evidencing (i) that Commissioning of the PV Facility is completed, (ii) the PV Facility has been connected to NEPCO Grid, (iii) the PV Facility is ready for commercial operation, and (iv) is capable of producing energy in accordance with Prudent Utility Practice;

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- C) The Project Company having provided to NEPCO the computerized access that includes all of the data measured at the PV Facility as set out in Schedule 7, Schedule 8 Schedule 9 as required under Article 12.1.2;
 - D) The Project Company having provided to NEPCO the reports and meteorological data as required under Article 12.1.3. in respect of reports and data due to be provided prior to Commercial Operation Date;
 - E) The Project Company having provided to NEPCO true and complete copies of all Government Authorisations indicated in Schedule 11 which are required to have been obtained by the Commercial Operation Date in connection with the performance of this Agreement and the other Project Agreements and in each case certified by the authorised representative of the Project Company;
 - F) The Project Company having provided to NEPCO at least thirty (30) Days prior to the Commercial Operation Date the schedule for Major Maintenance Activities and the typical annual maintenance schedule, the content of which must be substantially in keeping with the recommendations of the various equipment manufacturers;
 - G) The Project Company having provided to NEPCO a certificate signed by the authorised representative of the Project Company confirming that the insurance policies required under Article 11.1 are in force; and
 - H) The Project Company having provided to NEPCO a true and complete copy of the Environmental Impact Assessment required under applicable legislation; and
 - I) The Project Company having provided to NEPCO a true and complete copy of a current Licence from the ERC.

PART E
CONDITIONS OF NEPCO TO COMMERCIAL OPERATION DATE

- A) The Ma'an Substation (i) has been completed pursuant to this Agreement and the Transmission Connection Agreement; (ii) is ready for connection of the Interconnection Facilities (to be completed by Project Company pursuant to Article 4.2.1, and (iii) is able to receive the Maximum Export Capacity of the PV Facility in accordance with Schedule 7 and to deliver the Maximum Import Capacity of the PV Facility in accordance with Annex 7 of the Transmission Connection Agreement.

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**SCHEDULE 3
INVOICING**

All sums invoiced pursuant to Article 10.1 shall be calculated in accordance with Schedule 9 or as provided for under the relevant Articles.

Each invoice shall contain supporting documentation to enable NEPCO to verify its contents, including but not limited to the totals counter reading, the totals reverse counter reading, the daily output report with each day's output broken down into hourly output and all other documents to be agreed not less than nine (9) months prior to the Required Commercial Operation Date.

The Project Company shall provide a format for an invoice which contains all necessary information. Such format shall be approved by NEPCO and - following approval – become part of Schedule 3.

The Project Company shall provide and installed the Billing System (software and hardware), the Project Company shall make monitoring and checking of Billing System to NEPCO remotely by VPN connection, the factory acceptance test and site acceptance test shall be witnessed and approved by both Parties representatives at the Project Company cost.

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**SCHEDULE 4
PARTIES' ADDRESSES AND NOTICE DETAILS**

1 Except as otherwise expressly provided in this Agreement, all notices, communications, or other documents (together "Notices" and each a "Notice") to be given or made by one Party to the other Party pursuant to this Agreement shall be in English and in writing, shall be addressed for the attention of the person indicated below, and shall be delivered by hand or sent by reputable international express courier or by facsimile or registered mail, provided that invoices and correspondence which set out amounts relating to monetary amounts shall not be considered delivered unless received by NEPCO in hard copy delivered by hand, reputable international express courier or registered mail only. For the avoidance of doubt, delivery of such invoices or correspondence by other means shall not constitute a delivery of a Notice under this Agreement.

2 The addresses for service of the Parties and their respective facsimile numbers are:

(a) For NEPCO:

Attention: Managing Director
Address: Zahran Street, 7th Circle, Amman, Jordan
Facsimile: +962 6 5818336

(b) For the Project Company:

Attention: []
Address: []
Telephone: []
Facsimile: []

or such other addresses and facsimile numbers as either Party may have notified to the other Party in accordance with Article 24.

3 Delivery

All Notices shall be deemed delivered (a) when presented personally, (b) when transmitted by facsimile to the receiving Party's facsimile number specified above, (c) one (1) Business Day after being delivered to a courier for express delivery, addressed to the receiving Party, at the address indicated above (or such other address as such Party may have specified by written Notice), or (d) five (5) Business Days after being sent by registered mail addressed to the receiving Party, at the address indicated above (or such other address as the receiving Party may have specified by written Notice). Any notice given by facsimile shall be confirmed in writing delivered personally or sent by registered mail, but the failure to so confirm shall not void or invalidate the original Notice if it is in fact received by the Party to which it is addressed.

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SCHEDULE 5 INSURANCES

Construction/Erecting All Risks Insurance

- **Cover:** All risks of physical loss or damage to the permanent and temporary works including buildings, engineering plant, and all other equipment incorporated into the PV Facility, from a cause not otherwise excluded.
- **Amount insured:** Full replacement value of the PV Facility.
- **Name insured:** The Project Company, its officers and directors and NEPCO, its officers and directors and Lenders as additional insured.
- **Period of insurance:** From Financial Close or as required by Law, if later, until the Commercial Operation Date unless otherwise agreed by the Parties.

Comprehensive All-Risks Policy and Machinery Breakdown:

- **Cover:** All building contents, machinery, stock, fixtures, fittings and all other personal property forming part of the PV Facility against "All Risks" of physical loss or damage, including (but not limited to) those resulting from fire, lightning, explosion, spontaneous combustion, storm, wind, tempest, flood, hurricane, water damage, insurrection, riot, strikes, malicious damage, earthquake, collapse, subject to standard policy exclusions and all machinery and ancillary equipment forming part of the PV Facility against sudden and unforeseen physical loss or damage resulting from mechanical and electrical breakdown or derangement subject to standard policy exclusions.
- **Amount insured:** Full replacement value of the PV Facility.
- **Named insured:** The Project Company and Lenders as additional insured.
- **Period of insurance:** From the Commercial Operation Date for the duration of the Agreement and renewable on an annual basis unless otherwise agreed by the Parties.

General 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 PV Facility.
- **Named insured:** The Project Company, its officers and directors and NEPCO, its officers and directors as additional insured.
- **Period of insurance:** From Financial Close or as required by Law, if later, for the duration of this Agreement unless otherwise agreed by the Parties.

Sabotage and Terrorism Insurance

- **Cover:** All building contents, machinery, stock, fixtures, fittings and all other personal property forming part of the PV Facility against risks of physical loss or damage, resulting from incidents of sabotage or terrorism.
- **Amount insured:** Full replacement value of the PV Facility.
- **Named insured:** The Project Company, its officers and directors and NEPCO, its officers and directors and Lenders as additional insured.

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- **Period of insurance:** From Financial Close or as required by Law, if later, for the duration of this Agreement unless otherwise agreed by the Parties.

Miscellaneous:

Other insurance as are customary, desirable or necessary to comply with local or other requirements, such as Workmen’s Compensation insurance in relation to all workmen employed by the Project Company in the PV Facility or in connection with its operation and Car Insurance on any vehicle owned by the Project Company.

Terms and Conditions

1. All insurance policies shall be subject to Jordan jurisdiction (Jordan laws and Jordan competent courts).
2. All insurance policies shall be effected through insurers registered in Jordan to the extent required by the Laws of Jordan.
3. Re-insurance of all policies shall be in accordance with the Laws of Jordan.
4. The Project Company shall provide NEPCO, at least ten (10) Days prior to the date set for commencement of construction and thereafter at least ten (10) Days prior to the date set for each annual renewal thereof or otherwise in accordance with the terms of the relevant insurance policies, evidence of the notes of all policies required as at signing of agreement date upon the commencement of such policies evidence that any premium due thereunder have been paid in full.
5. The Project Company shall provide access to NEPCO or its representatives to its offices at reasonable times during office hours by prior arrangement to inspect the original policies.
6. The Project Company shall apply insurance proceeds payable in relation to any loss or damage to the Facility in accordance with the terms of this Agreement.

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SCHEDULE 6

[NOT USED]

**SCHEDULE 7
DESCRIPTION OF THE PV FACILITY**

1. PV Facility technical specifications

Item	Data		
Location			
Coordinates			
PV Facility Area			
Allocated Land No.			
Plane of Array			
Facility Design Capacity (DC peak power)			
Total power (AC) nominal output inverters			
Maximum Export Capacity (as proposed by Project Company)			
Actual Export Capacity (as tested in accordance with Schedule 10)			
Number of solar arrays			
PV Modules			
Module manufacturer 1 / type			
Module class			
Number of modules			
Module manufacturer 2 / type			
Module class			
Number of modules			
Total amount of modules			
Number of modules per string			
Mounting system			
Manufacturer			
Orientation / inclination of modules			
Installation type			
Inverters			
Inverter manufacturer			
Number of Inverters			
Allocation of inverters			
Transformers			

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Item	Data
Number of transformers	
Transformer manufacturer	
Grid connection	
To / into	
Evacuation line	
Meteorological Measurement Equipment	
Sensors	

2 Grid interconnection requirements

[it should be according to the National Grid Code and NEPCO requirements, the Project Company shall follow NEPCO's requirements at the Project company cost, this is to provided later by NEPCO]

SCHEDULE 8

DESCRIPTION OF THE SUBSTATION AND THE INTERCONNECTION FACILITIES

1. General

1. General

The PV Facility shall be connected to the NEPCO's Interconnection Facility, and NEPCO's Grid, through a new 132/33kV substation (the "**Substation**") located [].

2. Project Company Scope

The Project Company shall supply, install and maintain the Substation at its cost including, but not limited to, main and check meters, 132kV current and voltage transformers and disconnectors on the 132kV sides of the transformers, the medium voltage switchboard and the 33kV/132kV step-up transformer.

The Project Company shall also supply, install and maintain connection equipment including the medium voltage switchgear, transformers, control and communication cables, 400 AC feeders.

The Project Company shall also supply, install and maintain all SCADA equipment and all RTU and/or gateways which shall be located at the Substation and the Interconnection Facilities.

[more detailed data to be inserted later based on site location and subjected to NEPCO approval]

3. NEPCO Scope – the Interconnection Facilities

NEPCO will be responsible for and bear the cost of:

- (a) The Overhead Transmission Line ("OTL") from the existing 132kV [rout name] Transmission line to the 132kV NEPCO switching station
- (b) The 132kV NEPCO Switching Station.
- (c) The civil works inside the 132 kV NEPCO Interconnection Facilities as detailed in Schedule 1 of the PPA.

4. Interface points (Delivery Point(s)) – 132kV

The interface points (Delivery Points) between the Project Substation and the NEPCO Interconnection Facilities will be the high voltage terminals of the 132kV disconnectors on the (two) 132kV transformer bays.

5. SCADA Requirements

[to be inserted later based on site location and subjected to NEPCO approval, all communication needed to connect the PV Facility to the National Grid is the Project Company responsibility and at its cost]

5.1 Measurement, alarms and Indications (status) by SCADA

(a) General

The equipment supplied under this Agreement shall allow for monitoring and control from the National Control Centre ("NCC").

The indication, alarms, measured and control for SCADA purposes shall be sent to NEPCO NCC using two redundant gateways located inside a panel at . Additional signals will be added during engineering stage if needed.

(b) Indications

On and Off position indications shall be provided by the Project Company to the NCC for the following items:

Status of the circuit breakers/disconnectors in the PV Facility (at station transformer).

These indications shall be transmitted to NEPCO NCC through two gateways or RTU irrespective of the position of the panel selector (remote/local) switch.

(c) Alarms

The Project company shall provide the following alarms:

- (i) Urgent and protections alarms for the station transformer and circuit breaker located at the PV Facility. NEPCO shall provide its standard alarm list as the basis for such agreement.
- (ii) All the alarms, status indications and inter-tripping signals (for protection issues) are to be supplied to the Interface Panel in the NEPCO Interconnection Facility via voltage free contacts.
- (iii) All the alarms, status indications signals (for SCADA purposes) are to be supplied to the NEPCO Interface Panel in the NEPCO Interconnection Facility.

(d) The two gateways shall have an asynchronous serial (RS232) communication. Each gateway shall be port, both gateways capable to communicate with NCC with one channel so that the gateways will be on main/standby basis for IEC 60870-5.1-101 and IEC 60870-5.1-104 Protocol. The Project Company reserves the rights to verify these requirements during the finalisation of design.

(e) Two pairs of RS232 to fibre optic converters shall be installed to enable the first mentioned gateway connection and RS232 to fibre optic converters to enable the second gateway connection. Civil and installation works directly related to the installation of the all cables related to communication, protection, control, etc between the Substation and the Interconnection Facilities will be installed at the cost of the Project Company as detailed in Schedule 1 of the PPA. The Project Company will be responsible for providing all materials up to the point of the fibre optic convertor in the Interconnection Facilities, including the convertor itself. The Parties agree to review the requirements under this paragraph 5.1(e) during the finalisation of design.

5.2 Parameters to be measured (for SCADA purposes)

The following parameters will be measured and provided by the Project Company to the NEPCO NCC through gateways;

- (a) Station meteorological signals:
 - (i) Temperature (at the met mast thermometer and modules).
 - (ii) Relative humidity (at the met mast).
 - (iii) Atmospheric pressure (at the met mast).
 - (iv) Solar radiation/ irradiation.
 - (v) Wind speed.
- (b) Generated and exported total MW, MVAR, and the Voltage level at the low or medium voltage (AC) side for each station transformer at the PV Facility.
- (c) Frequency at the MV (132 KV) side at the PV Facility.
- Power Factor set point

6. Parameters for protection purposes

- (a) The 132kV circuit breakers on the NEPCO side will be used for Project Company Substation protection issues.
- (b) The Project Company shall supply and install, at its cost, two protection relays each with built in single mode fiber optic module and the related connections to communicate through the single mode fiber optic cables between the Substation and the Interconnection Facilities in order to carry the required protection and inter-tripping signals, one relay to be installed at Substation and the other relay to be installed at the Interconnection Facilities.
- (c) The NEPCO interface panel shall be supplied and installed by the Project Company in NEPCO's Interconnection Facility building as described in Schedule 1.

7. Wiring, connection, and cabling

The wiring, connection and cabling of all equipments required for the system shall be cabled to the NEPCO Interface Panel located at NEPCO's Interconnection Facility . Civil and installation works directly related to the installation of the cables related to communication, protection, control, etc between the Substation and the Interconnection Facilities will be installed by the Project Company, with all costs and materials for installation borne by the Project Company. The Project Company will be responsible for providing all cables and associated cable joints up to the point of the NEPCO Interface Panel.

All terminals shall incorporate open circuiting/short circuiting links as necessary to permit isolation and testing of circuits.

8. Communications

[to be inserted later based on site location and subjected to NEPCO approval, all communication needed to connect the PV Facility to the National Grid is the Project Company responsibility and at its cost]

**SCHEDULE 9
TARIFF ADJUSTMENT FORMULAE**

1 Tariff

The Tariff (TAR) for each kWh of electric power supplied to NEPCO following Commercial Operation or deemed Commissioned at the Delivery Point is

Tariff [] Jordanian Dinar (JD)/kWh.

2 Tariff Adjustment

The Tariff (TAR) is a fixed rate during the Term of the Power Purchase Agreement and will only be adjusted to account for fluctuations in exchange rate (if any).

For this purpose, TAR is split into a foreign and a local currency portion as follows:

$TAR_{for} = [max\ is\ 0.85] \times TAR_n\ JD/MWh$

$TAR_{loc} = [min\ 0.15] \times TAR_n\ JD/MWh$

The Tariff adjustment is then calculated as follows:

$$TAR_n = TAR_{for} * (EXR_n/EXR_{base}) + TAR_{loc}$$

Whereby:

TAR_n	=	Tariff payable in Billing Month n
TAR_{for}	=	Foreign currency portion of TAR as defined above
TAR_{loc}	=	Local currency portion of TAR as defined above
EXR_n	=	JD / US\$ exchange rate applicable in Billing Month n
EXR_{base}	=	0.70845 JD / US\$

Where:

“EXR_n” is determined as follows:

(i) for as long as the rate for the purchase of Dollars with Dinars in Jordan is set solely by the Bank and there is no market for such rate, the average of the rates set by the Bank during that Billing Month; and

(ii) thereafter, the average of the daily rates during the Billing Month published by the Reference Banks for the purchase of Dollars with Dinars in large transactions in the interbank currency exchange market, provided, however, that if one or more Reference Banks do not or will not provide a quotation on the relevant day, the JD / US\$ Rate shall be the average rate of the Reference Banks on the most recent day that two or more Reference Banks provide a quotation. If one or no Reference Banks provide quotations, the JD / US\$ Rate shall be the average of the rates quoted by at least two banks selected by NEPCO and the Project Company (or, following any dispute, as determined in

accordance with Article 17 of this Agreement) that are then-participating in the interbank currency exchange market, as the case may be.

3 Payment Calculation

- 3.1 Payment to the Project Company for the delivery of Energy Output shall be on a monthly basis, whereby each month is referred to as a Billing Month.
- 3.2 Payment in a Billing Month shall be in respect of that Energy Output which has been delivered to and metered at the Delivery Point ($E_{n,act}$) in accordance with Article 9.1 during such Billing Month plus the Energy Output that has been deemed to be delivered in accordance with the provisions of Articles 5.8, 8.1.2, 8.1.3, 13.5.4 and 13.8.2 (as applicable) of the PPA during the same Billing Month (Deemed Energy Output or $E_{n,deemed}$), plus any Supplemental Charge payable in respect of the same Billing Period in accordance with Article 13.12.

$$TEP_n = TAR_n * (E_{n,act} + E_{n,deemed}) + SC_n$$

Whereby:

- TEP_n = Total Energy Payment in Billing Month n (in JD);
 TAR_n = Tariff payable in Billing Month n (in JD/kWh), as determined above;
 $E_{n,act}$ = Energy Output as delivered to and metered at the Delivery Point (in kWh) in Billing Month n;
 $E_{n,deemed}$ = Deemed Energy Output (in kWh);
 SC_n = Supplemental Charge payable in respect of Billing Month n (in JD); and
n = Billing Month.

- 3.3 The Deemed Energy Output shall be determined for each applicable period within a Billing Month based on the actual solar irradiation on plane of array recorded by the Meteorological Measurement Equipment established by the Project Company and PV module temperature measured and either:
- (i) in the case of deemed Commissioning pursuant to Article 5.8, the Estimated Facility Performance Ratio; or
 - (ii) and in case of Deemed Energy Output following Commercial Operation Date in the circumstances provided under Article 8.1.2, 8.1.3, 13.5.4 and 13.8.2 (as applicable)
 - (a) from the Estimated Facility Performance Ratio (see Table 1 below) until the Revised Facility Performance Ratio has been determined in accordance with Section 3.8 of this Schedule 9;
 - (b) from the second year of operation, the Revised Facility Performance Ratio,

in each Metering Interval of 10 minutes.

- 3.4 For avoidance of doubt, payments made using the methodology in 3.3.(i) above shall be subject to readjustment required pursuant Article 5.8.5.

3.5 **Payment Calculation in case of Deemed Energy Output**

Deemed Energy Output shall be determined as follows:

$$E_{n,deemed} = \sum_j E_{-module_{j,n}} * PR_n / 100 * PF_n * (1 - DF_n / 100)$$

Where:

$$E_{n,deemed} = \text{Deemed Energy Output in Billing Month n (in kWh);}$$

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- PR_n = Estimated Facility Performance Ratio (in %) be in Billing Month n as set out in Table 1 below or Revised Facility Performance Ratio (in %) as set out in Table 4 as case may;
- $E\text{-module}_{j,n}$ = Calculated energy at the module level as determined based on the formula set out in Section 3.6 in each metering interval j during which the Energy Output has been deemed to be delivered in accordance with Article 5.8, 8.1.2, 8.1.3, 13.5.4 and 13.8.2 (as applicable) in Billing Month n;
- j = Metering interval 10 minutes;
- n = Billing Month n;
- DF_n = Degradation Factor as applicable in the Billing Month n as set out in Table 2; and
- PF_n = Performance Factor (in %) in Billing Month n.

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

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

Note: The Estimated Facility Performance Ratio as provided by the Developer as Part of its Proposal.

Billing Month	%	Billing Month	%
1 - 12		121 - 132	
13 - 24		133 - 144	
25 - 36		145 - 156	
37 - 48		157 - 168	
49 - 60		169 - 180	
61 - 72		181 - 192	
73 - 84		193 - 204	
85 - 96		205 - 216	
97 - 108		217 - 228	
109 - 120		229 - 240	

Table 2: Degradation Factor

Note: The Degradation Factor as provided by the Developer as part of its Proposal

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3.6 Calculated Energy Output at the Module Level

The Energy Output on the module level shall be determined as follows:

$$E\text{-module}_j = PA * (G_j / 1000 * MI / 60 * \eta_{STC} / 100 * (1 - \beta / 100 * (T_{Mod_n} - T_{Meas_j})))$$

Where:

- E-module_j = Calculated energy at the module level as determined based on the formula set out in Section 3.6 in each metering interval j (in kWh);
- PA = Plane of array of the PV Facility as per Schedule 7 (in m²);
- η_{STC} = Module efficiency at standard test conditions as per module data sheet (in %)
- G_j = solar irradiance (in W/m²) is the average irradiance measured during the metering interval J by the sensors placed in the plane of array;
- β = is the temperature coefficient from the module's data sheet (in %/°C);
- MI = is the Metering Interval of 10 Minutes;
- TMeas = is the monthly average module temperature measured during each Metering Interval j by the temperature sensors placed on the reverse side of the modules (in °C);.
- TMod = is the average monthly module temperature expected as determined in the following table 3 (in °C);

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

Table 3: Average Monthly Module Temperature Assumed

Note: according to the Developer's Proposal

3.7 Calculation of the Performance Factor

The Performance Factor (PF) is based on the historic performance of the PV Facility. It represents the ratio between the Actual Electricity Output (AEO) and the Calculated Electricity Output (CEO). For determination of the Actual Electricity Output and the Calculated Electricity Output, only those periods shall be considered during which the operation of the PV Facility is not restricted by an

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event of Other Force Majeure or during which the PV Facility has been not been curtailed in respect to Article **Error! Reference source not found.** 8.1.3, 13.5.4 and/or 13.8.2 of the PPA.

3.7.1 The Performance Factor will be determined as follows:

- (a) For the period until the Revised Facility Performance Ratio has been assessed in accordance with Section 3.7 below, the Performance Factor shall be determined on the Estimated Facility Performance Ratio and the actual performance measured during Commissioning;
- (b) For the Period until the first six months following the determination of the Revised Facility Performance Ratio shall be one (1); and
- (c) For the period following the month commencing six months following the determination of the Revised Facility Performance Ratio, the calculation of the Performance Factor shall be based on the actual performance of the PV Facility during the past 12 months prior to the Billing Month m.

The Performance Factor applicable in Billing Month n shall be calculated with reference to the following:

(1) If: $AEO_n < CEO_n$ then:

$$PF_n = AEO_n / CEO_n$$

where:

- PF_n = Performance Factor applicable in Billing Month n
- CEO_n = Calculated Electricity Output (in kWh) applicable for the last 12 months prior to the Billing Month n for the calculation of the PF
- AEO_n = Actual Electricity Output (in kWh) applicable for the last 12 months prior to Billing Month n for the calculation of the PF
- n = Billing Month

(2) If: $AEO_n > CEO_n$ then the PF shall be one (1).

3.7.2 The Calculated Energy Output shall be determined as follows:

$$CEO_n = \sum E\text{-module}_{UO,j,n} * PR_n * (1 - DF_n / 100) * MI/60$$

- $CEO_{UO,j,n}$ = Sum of the Calculated Electricity Output in those Metering Interval period (j) during the preceeding Billing Months (n) that are applicable to the Performance Factor for the Billing Period m concerned, where the operation of the PV Facility is not restricted by an event of Other Force Majeure or during which the PV Facility has not been curtailed in respect to Articles 8.1.2, 8.1.3, 13.5.4 and/or 13.8.2 of the PPA and based on the Estimated Facility Performance Ratio or the Revised Facility Performance Ratio as well as the calculated energy at the module level (in kWh) in dependence from the solar irradiation;
- UO = Periods during the Billing Months n where the operation of the PV Facility is not restricted by an event of Other Force Majeure or during which the PV Facility has not been curtailed in respect to Articles 8.1.2, 8.1.3, 13.5.4 and/or 13.8.2 of the PPA;
- $E\text{-module}_{j,n}$ = Calculated energy at the module level in each metering interval j during each NEPCO curtailment periods in Billing Month n based on the formula set out in Section 3.5 (in kWh);

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PR_n	=	Estimated Facility Performance Ratio (in %) or Revised Facility Performance Ratio (in %) as case may be in Billing Monthn during deemed commissioning period in accordance with Table 1;
DF_n	=	Degradation Factor (in %) as applicable in the Billing Month n as set out in Table 2.

3.7.3 The Actual Energy Output shall be determined as follows:

$$AEO_n = \sum AEO_{UO,j,n}$$

where:

AEO_n	=	Actual Electricity Output applicable to the Performance Factor for the Billing Period n concerned (in kWh)
$AEO_{UO,j,n}$	=	Actual Electricity Output for the preceding billing months n that are as measured at the Metering System in the Metering Interval periods during which the operation of the PV is not restricted by an event of Other Force Majeure or during which the PV Facility has not been curtailed in respect to Article 8.1.2, 8.1.3, 13.5.4 and/or 13.8.2 of the PPA

3.8 Determination of the Revised Facility Performance Ratio (RPR) following Commercial Operation Date

The Revised Facility Performance Ratio will be determined by measurements during the first calendar year following Commercial Operation Date and will replace the Estimated Facility Performance Ratio from the second Contract Year after COD onwards for the remaining duration of the Term. The Revised Facility Performance Ratio shall be determined based on the following principles:

- For every 10 minute interval during each Billing Month
- the Meteorological Measurement Equipment will record the average irradiance level for each installed irradiation sensors in the plane of array;
- the average module temperature recorded by all the sensors in the plane array; and
- the Actual Energy Output as metered at the Delivery Point.

In case the average measured irradiance in the plane of array is lower than 50 W/m² such 10 minute interval will not be considered for calculating the RPR. Where one or more Sensors are not available due to a:

- sensor failure
- communication failure

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

PR_n	=	$\sum_j AEO_{j,m} / E\text{-module}_{j,m}$
PR_m	=	Revised Facility Performance Ratio as determined for each calendar month m
$E\text{-module}_{j,m}$	=	Calculated Energy Output at the module level in each metering interval j in each calendar month m based on the formula set out in Section 3.6 (in kWh);
$AEO_{j,m}$	=	Actual Energy Output as metered at the Delivery Point (in kWh)
m	=	Calendar month
J	=	Number of metering intervals

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j = each metering interval of 10 minutes

Calendar Month	RPR _m
January	
February	
March	
April	
May	
June	
July	
August	
September	
October	
November	
December	

Table 4: Revised Facility Performance Ratio (RPR)

Note: to be filled in based on the values as determined during Contract Year 1 in accordance with this Section 3.4 of this Schedule 9.

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SCHEDULE 10 TESTING AND COMMISSIONING

1. GENERAL

Make reference to norm IEC 62446 Grid connected photovoltaic systems – Minimum requirements for system documentation, commissioning tests and inspection.

- 1.1 The whole of the works shall be tested in accordance with the standards adopted for the Project and the Project Company's quality plans and testing procedures.
- 1.2 The Project Company shall already have a quality assurance program in place which shall be provided to NEPCO for information purposes.
- 1.3 Commissioning & testing of the PV Facility shall be accomplished once:
 - (a) Mechanical Completion of the PV Facility is achieved to allow commissioning and testing of the Interconnection Facilities;
 - (b) the Interconnection Facilities works have been commissioned in accordance with the relevant testing as defined in this Schedule;
 - (c) the Independent Engineer has verified and certified the reports evidencing satisfactory execution of the tests and controls for the PV Facility.

2. REVIEW OF TEST PROCEDURES

The Project Company shall submit the test procedures within 120 days prior to the Commercial Operation Date to NEPCO and the Independent Engineer for approval, such approval not to be unreasonably withheld or delayed and in any event provided within forty five (45) Days of submission.

3. OBSERVATION OF TESTING

- 3.1 The Project Company shall provide NEPCO with a minimum of 45 days prior written notice of the expected commencement of the tests.
- 3.2 NEPCO and GOJ (and their respective nominees and authorized representative) shall be permitted to have personnel at the Site, provided that such personnel abide by the rules set forth in the safety plan, general regulations and Laws of Jordan, to observe and verify all procedures and tests performed by the Project Company, the EPC Contractor and their sub-contractors or suppliers.
- 3.3 The Project Company shall notify NEPCO in writing of its proposed initial energisation date not later than ninety days (90) prior to such proposed initial energisation date. The Project Company shall have the right to postpone such date with at least two (2) weeks advance notice to NEPCO by no more than fifteen (15) days.
- 3.4 The Project Company shall provide relay settings to NEPCO for review and inspection, not later than ninety (90) Days prior to the proposed initial energisation date for the PV Facility. The abovementioned settings shall be accepted and agreed by NEPCO no later than forty five (45) days from the submission of the documentation.
- 3.5 All tests shall comply with the requirements of the standards or codes, including the System Grid Code.
- 3.6 If the PV Facility fails to achieve the requirements of any test described in this schedule, repeat tests shall carried out.

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3.7 All equipment and systems in the PV Facility shall be in a “new and clean condition”.

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4. GENERAL SCOPE OF TESTING

All forms, procedures and results shall be accepted and agreed in accordance with Schedule 10.

The results of the tests shall be provided to NEPCO and the Independent Engineer and shall consist of the following tests set out below:

1. Mechanical Completion test
2. Commissioning;
3. Performance tests (trial operation period)

4.1 MECHANICAL COMPLETION TEST

After construction phase and prior to grid connection, Mechanical Completion test is introduced as standard procedure to verify that the plant has been built according to the specification and that there are no major technical shortcomings and visual defects. The test shall contain:

- DC system inspection
- AC system inspection
- Proper laying of cables
- installation of safety equipments such as surge arrestors, earthing
- Inspection of tracking system
- Civil works
- All works carried out to the applicable laws
- Proper connection and labeling of components
- installation of security systems such as fences, alarms etc
- installation of meteo system.

The Mechanical Completion test shall be verified by the Independent Engineer and should also contain a check of the nominal installed PV capacity. The nominal installed capacity is defined as the sum of the individual peak power of all installed modules (factory flash test list to be provided by the contractor in electronic format). NEPCO retains the right to verify the correctness of the module peak power by sending sample modules for testing to independent laboratories (as agreed by both Parties).

In addition, to successfully fulfill Mechanical Completion, the Project Company shall provide the complete as-built documentation.

4.2 TESTING AND COMMISSIONING

After the Mechanical Completion, the commissioning tests start. In some cases the commissioning tests can be carried out off-grid, in other cases they require an energising of the plant (grid-connection).

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4.2.1 PV Array commissioning tests

The following electrical tests should be carried out for the DC part:

- PV string open circuit/short circuit tests
- PV string U-V curve
- Polarity tests
- Earthing tests
- Array insulation tests
- IR-camera tests
- test tracking mechanism under real conditions; backtracking capability

4.2.2 Inverter commissioning tests

Generally, the inverter will be commissioned and tested according to the manual/instructions of the inverter manufacturers. Inverters shall be tested under different operation modes.

- Loss of Control Power
- Loss of Array
- Anti Islanding
- Array Utilization / Maximum Power Point (MPP) Tracking
- Harmonic Distortion
- Power Factor
- Active / Reactive power
- Closed loop plant controller
- Test of basic network management functions (frequency, automatic voltage regulation)

4.2.3 MV/LV equipment tests

- MV switching equipment for protection of feeders, transformers
- Grounding connection between PV Facility
- Auxiliary LV power supply
- UPS system.

4.2.4 I&C equipment test

- SCADA system
- Metering equipment
- Meteo station
- Control room
- Plant security and surveillance system

4.2.5 Grid compliance test

- Simulation of PV plant disconnection if the network voltage or network frequency limits are violated.
- LVRT simulation.
- Test of closed loop controller for grid-inverter interaction (dynamic voltage regulation, power factor, MVAR regulation)
- Signal exchange with Substation/NCC compliance to signal list
- Active Power control

- Ramp rate test

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- Power Factor control (Reactive Power capability is part of this test as PF is a matter of Reactive Power)
- Voltage Emissions and Harmonics calculation undertaken during the Facility Reliability Test.

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4.3 PV FACILITY PERFORMANCE TESTS

After successful completion of all testing and commissioning as required under this Schedule 10 the Project Company shall notify NEPCO and the Independent Engineer when the PV Facility is ready for the PV Facility Performance Test. Within five (5) Days of such notice the PV Facility Performance Test will commence.

The objective of this test is to prove that the plant is able to produce energy continuously and (considering a certain tolerances indicated below) with a Performance Ratio in line with the monthly Estimated Facility Performance Ratio, as defined in Section 3.5 of Schedule 9 and adopting the same temperature correction.

The tests can be carried out after successful commissioning and shall last a rolling 10 Days duration accounting for the with the following criteria:

- at least five (5) days with irradiance measured on the plane of the array greater than 600 W/m² for 3 contiguous hours
- for at least five (5) days, the daily total irradiation on the plane of the array exceeds 4.5 kWh/m². For the avoidance of doubt, these days may be the same as those in the first condition (600 W/m² for 3 contiguous hours)
- In the event that the five days are not reached with the required irradiation levels, the Provisional Acceptance Testing Period will be extended until the irradiation criteria are achieved.
- Availability of the PV Plant and the grid shall be 100%. In the event of unavailability, the testing period will be extended accordingly by the relevant number of days.

The Performance ration (PR) shall be calculated as follows :

$$PR_{meas} = \frac{\sum_j \left(E_{meas,j} \cdot \left(1 - \frac{\beta}{100} \cdot (T_{mod_n} - T_{meas_j}) \right) \right)}{P_{nom} \times \sum_j G_j}$$

Where:

- $E_{meas,j}$ = Produced energy (in kWh) over each metering interval j;
- P_{nom} = Nominal power of the Plant in kW. Sum of the individual module power of all installed modules
- G_j = Irradiation in kWh/a per m² measured per each metering interval j with an on-site Pyranometer with an identical inclination than the modules. If the modules are tracked, also the pyranometer has to be tracked the same way.
- PR_{meas} = the average performance ratio during the testing period.

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

TMod = the average monthly module temperature expected as determined in Section 3.6 of Schedule 9

It can be stated that by the positive passing of this PR testing, it can be reasonably assumed that the PR and also the guaranteed production can be achieved during long-term operation.

The PV Facility Performance Test will be carried out for a period of two hundred and forty (240) consecutive hours. In the event that the PV Facility is not fully available for some time during the test period, the respective data set will be skipped and the test period will be extended in order to obtain a full set of data for an equivalent of 10 day period with 100% availability. The PV Facility Performance Test shall be repeated in case more than five days have been skipped (except those days, that where skipped due to circumstances that are not in the hand of the Project Company (e.g. where interruptions are caused by interruptions of the NEPCO Grid or Interconnection Facilities or instructions to curtail by NEPCO e.g. grid defaults or weather conditions).

The PV Facility Performance Test will be completed if the following is satisfied:

- (a) the transmission of all signals as required by the Grid Code is established;
- (b) the Facility operates in accordance with the set point values:
 - (i) for active power,
 - (ii) reactive power (maximum leading reactive power and maximum lagging reactive power); Those set points values shall be agreed by the Parties and approved by the Independent Engineer; and
- (c) the PV Facility has achieved the 10 Days duration as set out above
- (d) the PV Facility has achieved at a Performance Ratio of at least 95% of the monthly Estimated Facility Performance Ratio, corresponding to the above indicated tolerance. For the sake of clarity, no additional adjustment shall be made to the measured PR, in terms of measurement errors.

Normal operation and maintenance of the PV Facility will be allowed during the PV Facility Performance Test.

The Project Company will compile and submit the corresponding daily test protocols, including all information reasonably necessary to evaluate the results, to NEPCO and the Independent Engineer without delay.

The Independent Engineer shall certify that the PV Facility Performance Test has been completed successfully within five (5) Business Days after receiving from the Project Company the last daily test protocol on the PV Facility Performance Test. The Commercial Operation Date of the PV Facility shall then occur at 0:00 hours on the day following the certification that the PV Facility Performance Test has been completed successfully.

4.4 CALCULATION OF ACTUAL EXPORT CAPACITY (AC)

After successful completion completion of the PV Facility Performance Test as required under Article 4.3 of this Schedule 10, the Project Company shall calculate the Actual Export Capacity (kW).

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For evaluating this quantity, a representative sample of PV modules installed in the PV plant shall be chosen and sent for testing to an accredited laboratory (sample dimension and laboratory to be chosen by the Independent Engineer).

The purpose of the test is the measurement of the real peak power of the PV modules to allow calculation of the effective power installed at the plant and corresponding Actual Export Capacity.

Considering a number m of tested modules, the following formula shall be used for assessing the actual export capacity:

$$AC = \frac{\sum_m (P_n)}{m} \cdot N_{\text{mod}} \cdot K_{\text{loss}}$$

Where:

P_n	=	measured power in Wp per each tested module
m	=	overall number of tested PV Modules, to be chosen by the Independent Engineer;
n	=	each tested PV module
N_{mod}	=	is the overall Number of installed PV modules
K_{loss}	=	is a coefficient resembling all the electrical losses between the PV modules and the Delivery Point. This coefficient shall be evaluated by the Independent Engineer, based on the PV plant as-built design and considering the same operating conditions in which Maximum Export Capacity (defined in Schedule 7) has been evaluated

In the event that different types of PV modules are installed (in terms of technology, brand, model and power), each type shall be tested as described and AC calculated as the average, weighted of the installed power of the results associated with each PV module.

4.5 NOISE LEVEL TESTS

The noise level tests shall be carried out by a noise expert approved by the Independent Engineer. The Independent Engineer shall certify the noise level tests and confirm that the tests used are compliant with the more stringent of local or IEC standards for noise testing. The Independent Engineer will provide certification following completion of the noise tests, which will be considered sufficient for NEPCO for confirming the Commercial Operation Date. The Project Company shall perform the Noise Level Test during the PV Facility Performance Test or before.

For the avoidance of doubt, all tests defined in this Schedule shall be carried out in the order they are listed under this Schedule and shall be unequivocally passed before the Commercial Operation Date is achieved.

5 THE INDEPENDENT ENGINEER

The Independent Engineer's scope of work shall be as follows:

- (a) Monitor and witness those tests and review procedures set out in this Schedule 10 for commissioning and testing the PV Facility;

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- (b) Report and monitor that the performance of the PV Facility complies with the requirements of the System Grid Code, international standards and metering code and their amendments;
 - (c) Report at fortnightly intervals on the progress of works and planned schedule of installation and commissioning and visit the Site on a reasonable timely basis;
 - (d) Confirm the achievement of the agreed provisions regarding capacity, manufacturer, and type of Unit as specified in Schedule 7;
 - (e) Confirm the Commissioning of 10 MW of the PV Facility , required under Article 4.3 of the PPA;
 - (f) When applicable under this Agreement, issue the certificate of deemed Commissioning under Article **Error! Reference source not found.;**
 - (g) Verify the existence of a valid certification of the Units;
 - (h) Verify the readiness to achieve the Commercial Operation Date by monitoring the trial operation test in compliance with the requirements of the System Grid Code for the duration of the trial operation;
 - (i) Certificate the Billing System and its calculation, if any;
 - (j) Issue the Commercial Operation Date certificate after the Project Company successfully passing all the tests describes in this schedule;
 - (k) Verify the successful execution of the test of the compliance of the metering system with the requirements in Schedule 1;
 - (l) Verify Mechanical Completion and that all the equipment and systems of the PV Facility are in “new and clean” condition
 - (m) Issue reports referred to above as well as certificates referred to in Schedule 2 of this Agreement; and
 - (n) issuing of taking over certificates under this Schedule 10.

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SCHEDULE 11 GOVERNMENT AUTHORISATIONS

1. The list of authorisations below is included for information only and is indicated on a best knowledge basis; It is the responsibility of the Project Company to verify which Government authorisations are required to be obtained for the Project. and to obtain such authorizations
2. Should additional Government Authorisation/s be required and both Parties have employed diligent efforts in identifying the required Government Authorisation/s, then and to the extent that such additional Government Authorisation/s are issued and delays are caused, reasonable additional time shall be made available to the Project Company in retrieving such additional Government Authorisation/s. Pursuant to this provision, the Project Company shall not in any form be entitled to recover costs associated with the need for it to obtain any such additional Government Authorisation/s

<i>S.R. No.</i>	<i>Government Authorization</i>	<i>Relevant Authority</i>
PART 1 : GOVERNMENT AUTHORISATIONS REQUIRED BEFORE FINANCIAL CLOSE		
1	Registration of the Project Company as a Private Shareholding Company in accordance with the provisions of the Companies Law No. (22) of 1997, as amended by Law No. (4) of the Year 2002.	COC/MIT
2	Licence to establish and operate a generating facility Pursuant to By-Law No. (76) of the Year 2001 issued Pursuant to the General Electricity Law No. (64) of 2002 and Licensing Procedure.	ERC
3	Government Authorisation approving the Project for construction, erection, commissioning, operation and maintenance ("EIA Approval") on the basis of the "Environmental Impact Assessment Report".	MOE
4	Environmental and Social Monitoring Mitigation Plan	MOE
PART 2 : GOVERNMENT AUTHORISATIONS REQUIRED AFTER FINANCIAL CLOSE		
Bank Account		
5	Any Government Authorisation required for the foreign currency exchange and transfer abroad of all funds related to the Project shall be governed by the Law of Foreign Currency Control No. (95) of 1966 and any regulations or instructions issued pursuant thereto	CBJ
6	Permission for the Project Company and its foreign contractors to open, operate and retain earnings in bank accounts outside Jordan, if required by law.	CBJ
7	Any Government Authorization required for the purchase of Dollars for JD through normal commercial banking channels in Jordan, and for the transfer of such Dollars from bank accounts inside Jordan into bank accounts outside Jordan, if required by law.	CBJ
8	Any Government Authorization required for payment by the Project Company to persons outside Jordan under the Laws of Jordan in respect of all transactions of the Project Company necessary to implement the Project, if required by law.	CBJ
Imports		
9	Import registration-and/or import permits (where applicable) allowing the Project Company and its contractors to import into Jordan all plant, machinery, equipment, spare parts, materials and supplies required for construction, completion and operation of the PV Facility.	MIT
10	Import permits for import of household effects by expatriate employees of the Project Company and its contractors.	IPC

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<u>SR. No.</u>	<u>Government Authorization</u>	<u>Relevant Authority</u>
11	Permission to export and re-import plant machinery for purposes of repair and refurbishment in accordance with COM Resolution No. 3274 dated 16-2-2014 (which incorporates COM Resolutions 2067 and 2201 dated 27-10-2013 and 13-11-2013 respectively)	IPC/ MIT
12	No objection certificate to obtain export permit to export the imported equipment not forming the permanent part of the PV Facility.	IPC/ MIT
Customs and Taxes		
13	Approval of lists of fixed assets (i.e. plant, machinery, equipment, spare parts, materials, supplies etc.) to be imported by the Project Company and its contractors for construction, completion and operation of the PV Facility for purposes of customs exemptions in accordance with the provisions of the Temporary Investment Law No. 68 of 2003 and the applicable provisions of the Investment Promotion Law No.(16) of 1995, as amended in 2000 (by virtue of article 27 of the Temporary Investment Law No. 68 of 2003) and as expressly provided in the Council of Minister's Decision no. 697 dated 02/01/2013.	IPC
14	Statutory notifications granting the exemption from taxes, duties and fees as expressly provided in COM Resolution No. 3274 dated 16-2-2014 (which incorporates COM Resolutions 2067 and 2201 dated 27-10-2013 and 13-11-2013 respectively).	ISTD/MOF/MEMR
PART 3: CONTRACTOR'S & OPERATOR'S CONSENTS		
15	Permission for the appointment of non-Jordanian Construction Contractor and O&M Contractor.	MPW/COM
16	Approval of the PV Facility as satisfying the fire safety and protection standards under the Fire Service Act.	CDD
PART IV: MISCELLANEOUS		
17	Work permits and national security clearance for expatriate employees of the Project Company, Construction Contractor and O&M Contractor.	MOI
18	Easement or lease agreement and approval for construction of Access Road.	MPW
19	Any other Government Authorisation required from time to time	

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Key

Central Bank of Jordan	CBJ
Construction Contractors Association	CCA
Customs Department	CD
Civil Aviation Authority	CAA
Civil Defence Department	CDD
Controller of Insurance	COI
Controller of Companies	COC
Council of Ministers	COM
Electricity Sector Regulatory Commission	ERC
Investment Promotion Committee	IPC
Income and Sales Tax Department	ISTD
Ministry of Energy and Mineral Resources	MEMR
Ministry of Environment	MOE
Ministry of Industry and Trade	MIT
Ministry of Interior	MOI
Ministry of Public Works	MPW
Securities Commission	SC

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SCHEDULE 12

Form of Performance Bank Guarantee

Irrevocable and Unconditional Bank Guarantee

Date: _____

To: National Electric Power Company ("NEPCO")
Zahran Street
7th Circle, Amman
Jordan

Attention: _____

Bank Guarantee No. _____

- 1 At the request of [*name of Project Company*], ("**Project Company**") whose principal place of business is located at _____, we, [*name and address of bank*] are establishing for your benefit our irrevocable and unconditional Bank Guarantee no. _____ ("**Bank Guarantee**") for an amount not exceeding [] United States Dollars (US\$) ("**Relevant Amount**") as security for the performance of the obligations of the Project Company pursuant to the Power Purchase Agreement dated [•] between the Project Company and you (the "**Power Purchase Agreement**").
- 2 In this Bank Guarantee, in addition to the capitalised terms otherwise defined herein, the following capitalised terms shall bear the following meanings:
 - 2.1 "**Business Day**" means a day (other than a Friday, Saturday) on which commercial banks are generally open for business (including dealings in foreign exchange and foreign currency deposits) in New York and Amman.
 - 2.2 "**Day**" means a twenty-four (24) hour period beginning and ending at 12:00 midnight, Jordan time.
- 3 Upon the date on which (a) Commercial Operation Date (as defined in the Power Purchase Agreement has occurred and (b) any outstanding amounts owing to NEPCO as of the Commercial Operation Date have been paid, which date shall be notified to us in writing by the Project Company and endorsed by NEPCO, the Relevant Amount shall be reduced to [] United States Dollars (US\$).
- 4 This Bank Gurantee shall be effective from the date of this Bank Guarantee and will remain in force until _____ [*to cover the entire Term*] or such date to which the effectiveness of this Bank Guarantee has been extended ("**Expiry Date**"). The Demand(s) referred to in paragraph 5.1 of this Bank Guarantee must be presented by you to us on or before ____ p.m. (Jordan time) on the date falling ten (10) Business Days after the Expiry Date. We undertake that all Demands made in accordance with this Bank Guarantee by such time will be met with due honour, notwithstanding any objections from the Project Company or any other person.
- 5 Following presentation to us (either by letter or by fax) at [*insert bank's address and fax details where demand is to be presented*] of a demand in substantially the form set out in the Schedule hereto ("**Demand**"), we shall by no later than three (3) Business Days after the date of presentation of the Demand irrevocably and unconditionally pay to you the lesser of:

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- 5.1 the amount of the Demand; and
- 5.2 the Relevant Amount less the aggregate amount of any Demands which have been paid by us under this Bank Guarantee.
- 6 More than one Demand may be presented under this Bank Guarantee but the maximum aggregate amount payable by us hereunder shall not exceed the Relevant Amount.
- 7 If you give us a written and signed notice on or before the Expiry Date to extend the effectiveness of this Bank Guarantee, we shall: (a) automatically extend this Bank Guarantee for the period requested (provided any one (1) extension shall not exceed three hundred and sixty five (365) Days) from the original Expiry Date, or (ii) pay you the undrawn amount of this Bank Guarantee.
- 8 The undertakings in this Bank Guarantee constitute direct, unconditional and irrevocable obligations on our part. This Bank Guarantee is a transaction separate from any other on which it may be based. We shall not be exonerated from all or any part of such obligations for any reason or cause whatsoever, such as changes in the terms and conditions of the Power Purchase Agreement or change in the scope of the project or nature of the work required to be executed by the Project Company or the failure to perform or the carrying out of any act or procedure by you or by a third party under the Power Purchase Agreement or otherwise in relation to such project.
- 9 You may transfer your rights under this Bank Guarantee in its entirety (but not in part) to any person to whom you have transferred your rights and obligations under the Power Purchase Agreement (**Transferee**) with our prior written consent. You shall promptly thereafter give notice to us of the appointment of the Transferee. With effect from the date of service of such notice the Transferee shall assume all your rights and obligations under this Bank Guarantee and this Bank Guarantee shall be construed as if all references to you were replaced by references to the Transferee, provided that the Transferee shall be only be entitled to make Demand(s) under this Bank Guarantee on the same basis as you would have been entitled to make Demand(s) if not for such transfer.
- 10 Any payments made upon your request shall be net and free of and without any present and future deductions such as for the payment of any taxes, executions, duties, expenses, fees, deductions or retentions regardless of the nature thereof or the authority levying the same.
- 11 This Bank Guarantee shall be governed by and construed in accordance with the laws of Jordan and in the event of any dispute relating hereto we hereby agree to submit to the exclusive jurisdiction of the courts of Jordan.

Authorised signatories

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Schedule to Performance Bank Guarantee

Form of Demand for Payment under Performance Bank Guarantee

To: *[name of bank]*

Date: _____

Dear Sirs

Irrevocable and Unconditional Bank Guarantee No. _____ dated _____

We refer to the above Bank Guarantee. Capitalised terms used in this Demand shall bear the meaning as given to them in the Bank Guarantee.

We hereby demand payment of the sum of United States Dollars (US\$)[_____] under the Bank Guarantee. We require payment of US\$[_____] to be made by telegraphic transfer to:

[Name]

Address: _____

Sort Code: _____

Account Number: _____

Yours faithfully

[_____]

National Electric Power Company

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SCHEDULE 13

IMPLEMENTATION SCHEDULE

A complete and detailed Implementation Schedule is given in the following construction time schedule enabling the Parties to assess the impact of any delays to the project implementation in accordance with Sections 4.3 and 4.4 of the PPA.

For the avoidance of doubt, notwithstanding any other provision of this Agreement, NEPCO's obligations in respect of delivery of the Interconnection Facilities shall commence from the date of this Agreement.

Task	Task Completion Date	Indicative Calendar Date
Signing of PPA		
Financial Close		
Interconnection Facilities Completion Date		
Substation Completion Date		
Scheduled Interconnection Date		
Required Commercial Operation Date		
Longstop Date		

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SCHEDULE 14

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SCHEDULE 15

FORM OF LENDERS' DIRECT AGREEMENT

[TO BE INSERTED LATER]

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SCHEDULE 16

[NOT USED]

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SCHEDULE 17

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SCHEDULE 18
REFERENCE TAX REGIME

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SCHEDULE 19

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SCHEDULE 20

CALCULATION OF TERMINATION PAYMENT

This calculation of termination payment refers to termination of the PPA under the article 14.7.

$$TP = (TOD + DSE) * AC / PC [MW] + TC$$

Whereby

TP	=	Termination Payment as per Article 14.7 of the Agreement
TOD	=	Total Debt Outstanding as defined in Article 1 of this Power Purchase Agreement.
DSE	=	Depreciated Shareholders Equity at termination date
AC	=	Actual Export Capacity in MW just prior to the date of termination as may be calculated in accordance with the provisions in Schedule 9
PC	=	Proposed Total Export Capacity (Maximum Export Capacity) in MW as per Developer's Proposal as set out in Schedule 7).
TC	=	Termination Cost as supported by reasonable evidence to NEPCO

$$DSE = SE - SE * (p / 20)$$

SE	=	Shareholder Equity as per Commercial Operation Date, including Share Capital and Shareholder Loans / Notes (as certified by the independent auditors of the Project Company) to the extent that such Shareholder Equity does not result from a default of the Project Company.
p	=	Period in years between Commercial Operation Date and termination date

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**SCHEDULE 21
INDEPENDENT ENGINEER**

1. Appointment of the Independent Engineer

1.2 As required by Article 4.1.2, the Parties shall within one hundred and twenty (120) days from Financial Close:

- (a) select an Independent Engineer, with at least 10 years experience of acting in respect of the construction and operation of photovoltaic power plants of a similar scale and complexity to the PV Facility, from the following list: [...] to be determined jointly with Developer...] or as otherwise agreed between the Parties;
- (b) appoint the selected Independent Engineer on a joint basis, on terms substantially similar to those attached at Annex 1 to this Schedule and instruct him or her to work with Parties to develop the Commissioning Protocol.

2. The Independent Engineer

2.1 The Independent Engineer's scope of work shall be as follows:

- (a) Develop the Commissioning Protocol to be followed by the Parties and the Independent Engineer in respect of the Commissioning of the Substation and the Interconnection Facilities and the connection between them;
- (b) Issue commissioning and testing certificates in accordance with Schedule 10, including verifying and certifying reports evidencing satisfactory execution of all required tests and controls in respect of the Substation, the Interconnection Facilities and the connection between them, each cluster of Units, Metering System in accordance with requirements set out in Schedule 1, Meteorological Measurement Equipment and whole PV Facility as required by Schedule 10 in respect of PV Facility Commissioning;
- (c) Monitor and witness such of those tests and review procedures set out in this Schedule 10 for commissioning and testing the solar photovoltaic power station equipment as the Independent Engineer, in his expert opinion, considers appropriate;
- (d) Report and monitor that the performance of the photovoltaic power plant complies with the requirements of the System Grid Code, international standards and Metering Code and their amendments;
- (e) Report at fortnightly intervals on the progress of works and planned schedule of installation, testing and commissioning and visit the Site on a reasonable timely basis;
- (f) Confirm the achievement of the agreed provisions regarding capacity, manufacturer and type of module, mounting system, and inverter as specified in Schedule 7;
- (g) Confirm the achievement of the Mechanical Completion and that the equipment when installed is newly manufactured in accordance with the Article 12.1.1 of the PPA;

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- (h) Certify the computerized Billing System;
- (i) Certify the achievement of the Commercial Operation Date as set out in Schedule 10;
- (j) Verify the existence of a valid IEC certification of the modules;
- (k) Providing any other certification required of the Independent Engineer in this Agreement.

3. Site meetings and Liaison

- 3.1 The Project Company shall notify the Independent Engineer of any relevant site-meetings and other progress meetings in relation to Commissioning to which the Independent Engineer shall be entitled to attend and shall use reasonable endeavours to keep the Independent Engineer appraised of any delays, problems or obstacles in the Commissioning Programme.
- 3.2 The Independent Engineer shall liaise with the Project Company in respect of any Commissioning required to be undertaken or witnessed jointly.

4. Costs of the Independent Engineer

Any costs associated with the services of the Independent Engineer shall be shared equally between the Parties, other than where additional costs arise associated with a delay of the Required Commercial Operation Date due to a fault of Project Company and in which case, such additional costs shall be borne by the Project Company.

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Annex 1:
Form of Independent Engineer Appointment

AGREEMENT FOR
PROVISION OF SERVICES OF INDEPENDENT ENGINEER
BETWEEN
THE NATIONAL ELECTRIC POWER COMPANY (NEPCO)

and

[Project Company]

and

[Name of Independent Engineer]

relating to the PV Facility [...insert name...]

located at [...], Jordan

[Date: dd/mm/yyyy]

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2 Definitions
3 **Independent Engineer's Terms of Employment**
4 Appointment of Independent Engineer
5 Commencement and Term
6 Independent Engineer's Obligations
7 Responsibilities
8 Assignment
9 Personnel
10 Payment to Independent Engineer
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12 **Responsibility and Insurance**
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- SCHEDULE 1 The Services**
SCHEDULE 2 Indicative Form of Construction Control Certificate
SCHEDULE 3 Payments to the Independent Engineer
SCHEDULE 4 Additional Services

This Agreement is made the [] day of [] 201..

Between

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(1) National Electric Power Company, a public shareholding company formed and incorporated in Jordan under the laws of Jordan with its principal office located at Zahran Street, 7th Circle, Amman, Jordan ("NEPCO");

(2) [Name of Project Company], a [...] company, duly organised and existing under the laws of Jordan under the Companies Law No.(22) of 1997, whose principal place of business is at [...insert address...] ("Project Company"); and

(3) [Name of Independent Engineer], a [] company, duly organised and existing under the laws of [], whose principal place of business is at [] ("Independent Engineer").

WHEREAS

- a) The Government of Jordan (as hereinafter defined), desirous to promote the generation of renewable energy in Jordan (as hereinafter defined), adopted a renewable energy strategy that calls for 10% contribution of renewable energy in the total energy mix by 2020, and promulgated the Renewable Energy and Energy Efficiency Law (as hereinafter defined) which, among other things, permits the Ministry of Energy and Mineral Resources ("MEMR") to request for proposals for the development of one or more sites identified by the MEMR for the purposes of generating electricity by exploiting suitable renewable energy sources.
- b) NEPCO is a public shareholding company wholly-owned by the Government of Jordan engaged in the transmission, dispatch and sale of electric power.
- c) Pursuant to the Resolution No. [] of the Council of Ministers of GOJ, and its proposal dated [], the Project Company has been chosen to develop, design, finance, construct and operate a renewable energy facility (the PV Facility, as hereinafter defined) and to supply electric power to NEPCO.
- d) The Project Company is a company incorporated in Jordan with its registered office at Amman, and among other things is authorised to construct, own, operate and maintain a solar photovoltaic power plant to be located at [...], Jordan, and to sell all the electricity generated therefrom to NEPCO.
- e) NEPCO and the Project Company are entering into a power purchase agreement (the "PPA") in relation to the Project (as hereinafter defined).
- f) Under the terms of the PPA, NEPCO and the Project Company agree to appoint an independent engineer to provide certain services in connection to the Project. The Independent Engineer agrees to provide certain services in connection with the Project on the terms and conditions set out therein.

NOW, THEREFORE, THIS AGREEMENT WITNESSES AS FOLLOWS:

1 Interpretation

In this Agreement (including its Schedules), unless otherwise stated:

1.1 Any references to:

1.1.1 any agreement (including this Agreement) shall be construed, at any particular time, as including a reference to the relevant agreement as it may have been amended, novated, assigned, modified or supplemented;

1.1.2 the preamble, recitals or a particular Article or Schedule, shall be a reference to the preamble, recitals or relevant Article or Schedule in or to this Agreement;

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- 1.1.3 a particular paragraph or sub-paragraph, if contained in an Article or Schedule, shall be a reference to the relevant paragraph or sub-paragraph of that Article or Schedule; and
- 1.1.4 any legal instrument of Jordan shall be construed, at any particular time, as being a reference to such legal instrument as it may have been amended, modified or supplemented.
- 1.2 Words in the singular may be interpreted as referring to the plural and vice versa and words importing a gender include every gender.
- 1.3 A requirement that a payment be made on a Day, which is not a Business Day shall be construed as a requirement that the payment be made on the next following Business Day.
- 1.4 The word "including" is to be construed as being at all times followed by the words "without limitation", unless the context otherwise requires.
- 1.5 The Schedules contained herein form an integral part of this Agreement. In the event of an inconsistency between the body of this Agreement and the Schedules, the provisions of the body of the Agreement shall govern.
- 1.6 Article headings and the table of contents are only inserted for convenience and shall not affect the interpretation of this Agreement.
- 1.7 Where reference is made in this Agreement to a period or periods of time, the periods in questions shall be deemed to end at midnight on the last Day of such period unless otherwise stated.
- 1.8 Unless otherwise stated, 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.
- 1.9 Where provision is made for the giving of notice, consent or approval by any person such notice, consent or approval shall be in writing and "notify" shall be construed accordingly.
- 1.10 Any reference to NEPCO's successors and permitted assigns shall be a reference to such successors and permitted assigns in all of NEPCO's capacities.

2 Definitions

The following capitalized terms shall have the meaning set forth below unless a different meaning is expressly attributed to them in this Agreement:

"Additional Services" means those services which may be, from time to time, requested by prior written instruction from NEPCO and the Project Company to the Independent Engineer and are otherwise additional to the Services;

"Additional Services Payment" means the payment to be made by the Project Company and NEPCO to the Independent Engineer for the Additional Services in accordance with Article 10 of this Agreement;

"Agreement" means this agreement, including its Schedules, as amended, supplemented or replaced in accordance with the terms and conditions hereof;

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"Bank" means the Central Bank of Jordan or any Government Authority that will substitute it in the future;

"Business Day" means any day (including partial days) on which banks are required to be open for business in Jordan;

"Commercial Operation Date" means the Day following the Day upon which the PV Facility is Commissioned;

"Commissioning" means, in relation to any [Module], the PV Facility, the Substation, or the Interconnection Facilities the successful completion of all testing and commissioning requirements as detailed in Schedule 10 of the PPA. "Commissioned" and "Commission" shall be construed accordingly;

"Commissioning Protocol" has the meaning given to it in the PPA;

"Confidential Information" has the meaning given to it in Article 13;

"Day" means a twenty four (24) hour period beginning and ending at 12:00 midnight, Jordan time;

"Dinar" or **"JD"** means the lawful currency of Jordan;

"Effective Date" means the date of this Agreement as first written above;

"Expert" has the meaning given to it in Article 18.7.2;

"PV Facility" means the solar PV power generation plant with a Facility Design Capacity of approximately [...] MW as more fully described in Schedule 7 of the PPA for electricity generation and delivery to the NEPCO Grid, to be constructed by the Project Company at [...], Jordan, whether completed or at any stage of development and construction (including, without limitation or regard to level of development, land, buildings, engineering and design documents, all power producing equipment and auxiliary equipment, transformers and interconnection of switchgear, and all other installations as described in the PPA);

"Government of Jordan" or **"GOJ"** means the Government of Jordan, represented by the Council of Ministers, and any Ministry or Government Authority, to which the Council of Ministers may delegate powers thereto;

"Government Authority" means the GOJ and/or any national or local governmental authority of Jordan with jurisdiction over the Project Company, the Project or any part thereof, and/or any ministry, department, regulatory, supervisory or competent authority or political subdivision or instrumentality, agency or judicial body of the GOJ, or any national authority, or local governmental authority of Jordan, including the Bank and/or any person under the direct or indirect control of any of the foregoing;

"ICC Rules" means the Rules of Arbitration of the International Chamber of Commerce;

"Interconnection Facilities" has the meaning as given to in the PPA;

"Implementation Schedule" means the Project implementation schedule set forth in Schedule 13 of the PPA;

"Jordan" means the Hashemite Kingdom of Jordan;

"Laws of Jordan" means the laws of Jordan and all orders, rules, regulations, instructions, decrees, judicial orders and notifications made pursuant thereto, as such laws, rules,

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regulations, instructions, decrees, judicial orders and notifications may be amended from time to time;

"NEPCO Grid" means the high voltage transmission grid operated by NEPCO and ancillary electrical equipment forming part of such a grid, including the Interconnection Facilities;

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

"Payment" means the payment to be made by the Project Company and NEPCO to the Independent Engineer for the Services set out in Article 10 of this Agreement;

"Project" means the development, design, engineering, financing, construction, start-up, testing, Commissioning, completion, ownership, insurance, operation and maintenance of the PV Facility and all activities incidental thereto;

"Project Agreement(s)" has the meaning given to such term in the PPA;

"Power Purchase Agreement" or **"PPA"** means the agreement entered into between NEPCO and the Project Company in relation to the Project;

"Renewable Energy and Energy Efficiency Law" means the Law No (13) for the year 2012;

"Services" means the services which the Independent Engineer is obliged to provide under this Agreement and as detailed in Schedule 1;

"Substation" has the meaning given in the PPA;

"System Grid Code" means the transmission grid code designed to facilitate the safe, economic, equitable and efficient planning, development, operation and maintenance of the interconnected transmission system of Jordan;

"Term" has the meaning given to it in Article 5;

"US Dollars" or "US\$" means the lawful currency of the United States of America; and

"Solar Modules" means all of those modules forming part of the PV Facility and having the characteristics described in Schedule 7 of the PPA and **"Solar Module"** means any of the solar modules.

3 Independent Engineer's Terms of Employment

The terms of employment of the Independent Engineer are as follows:

- 3.1 Notwithstanding anything else in this Agreement, the Independent Engineer shall be responsible towards the Project Company and NEPCO for performing all functions and obligations on the part of the Independent Engineer set out in this Agreement and the PPA throughout the Term and shall be liable towards the Project Company and NEPCO for any such non-performance.
- 3.2 Appointment of personnel by the Independent Engineer shall be subject to the approval of the Project Company and NEPCO and in accordance with the criteria of quality and experience of the proposed personnel.

4 Appointment of Independent Engineer

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4.1 In accordance with Article 5 and subject always to Article 4.2 below, the Project Company and NEPCO have appointed the Independent Engineer and the Independent Engineer has agreed to carry out the Services described in this Agreement, including those which the Independent Engineer is to carry out in accordance with the terms and conditions of the PPA and the Independent Engineer has accepted such appointment.

4.2 The Services shall be governed by the provisions of this Agreement and the PPA.

4.3 Without prejudice to the generality of Article 4.1, the Independent Engineer shall provide the Services set out in Schedule 1. All construction, inspection, testing, control and Commissioning certifications shall comply with the requirements of the PPA.

4.4 The Independent Engineer acknowledges and accepts the rights which the Project Company and NEPCO have in relation to the Independent Engineer during the term of this Agreement, and in accordance with the terms and conditions of the PPA.

5 Commencement and Term

The term of this Agreement shall commence on and from the Effective Date and shall expire on the date corresponding to [three (3)] years after the Commercial Operation Date, unless otherwise extended or earlier terminated, in accordance with Article 15, (the "Term").

6 Independent Engineer's Obligations

6.1 The Services which the Independent Engineer is obliged to perform include all the obligations which are imposed upon the Independent Engineer or the functions given to it in this Agreement and the PPA.

6.2 The Independent Engineer confirms that it has received a copy of the PPA and the other Project Agreements prior to the Effective Date. The Independent Engineer confirms it is fully aware of the contents of all such Project Agreements including the services it is obliged to provide under these agreements. The Independent Engineer warrants and undertakes to NEPCO and the Project Company that no act, omission or default of the Independent Engineer in relation to the Services or the Additional Services shall constitute, cause or contribute to a breach by either NEPCO and/or the Project Co of either NEPCO's and/or the Project Co's respective obligations under any such Project Agreements.

6.3 In the event that the Independent Engineer finds a conflict in or between the terms of this Agreement and the PPA which relates to the Services then the Independent Engineer shall refer the matter to the Project Company who shall provide written clarification in relation to such conflict. The Project Company shall send a copy of such written clarification to NEPCO. In the event that the Independent Engineer disagrees with the Project Company's written clarification, it is entitled to have recourse to the dispute resolution procedures referred to in Article 18.

7 Responsibilities

In carrying out the Services (including any design related obligations), the Independent Engineer shall exercise all the reasonable skill, care and diligence expected of a suitable and competent consulting engineer who specialises in the provision of such services on projects of a similar size, scope and complexity to those of the Project and shall fulfil its obligations and responsibilities to a professional level

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which is acceptable to NEPCO and the Project Company and in accordance with the requirements of the PPA.

8 Assignment

- 8.1 Under the terms of this Agreement the Independent Engineer shall provide the Services with the personnel appointed in accordance with Article 9. The Independent Engineer shall not assign (in whole or in part) any rights or benefits under this Agreement or sub-contract, without the prior written approval of the Project Company and NEPCO, to any third party any of the Services which it is obliged to carry out.
- 8.2 Notwithstanding any such subcontracts, the Independent Engineer shall be and shall remain liable to NEPCO and the Project Company for the proper performance of all its obligations as set out in this Agreement and the PPA.
- 8.3 Without the prior written consent of the Independent Engineer, but subject to the prior approval of NEPCO, the Project Company may assign or transfer this Agreement or any of its rights or obligations under this Agreement.
- 8.4 Without the prior written consent of the Independent Engineer, but subject to the prior approval of the Project Company, NEPCO may assign or transfer this Agreement or any of its rights or obligations hereunder, including to a successor ministry or agency of GOJ.

9 Personnel

- 9.1 The Independent Engineer shall provide personnel for the provision of the Services [in accordance with the requirements set out in the PPA] .
- 9.2 The Project Company and NEPCO may request the removal of any person who takes part in the provision of any of the Independent Engineer's Services if such person, in the opinion of the Project Company and NEPCO, is not performing its duties satisfactorily, misconducts himself or behaves in a manner unsuitable for the provision of the Services. The Project Company and NEPCO may exercise this right by giving written notice to the Independent Engineer which shall include an explanation for its request. The Independent Engineer shall act in accordance with the requests of the Project Company and NEPCO.
- 9.3 The Independent Engineer shall be responsible for obtaining and maintaining, at its own cost, all visas, work permits and any other approvals, consents or licences required by any Government Authority for its personnel.
- 9.4 The Independent Engineer is responsible for the actions or omissions of the persons it employs, either with an employment contract or with a contract for the provision of services or with any other kind of relationship.

10 Payment to Independent Engineer

- 10.1 Payments to the Independent Engineer in consideration of the performance of the Services (other than any Additional Services) shall be in accordance with the provisions of Schedule 3.
- 10.2 Notwithstanding the above, it is agreed that the amounts payable to the Independent Engineer for the performance of the Services (other than any Additional Services) under this Agreement shall not exceed, in respect of the aggregate Payments to be made under this Agreement, the sum of [] Jordanian Dinars ([] JD).

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- 10.3 Payment to the Independent Engineer for any Additional Services whatsoever which have been instructed in writing by the Project Company shall be calculated in accordance with Schedule 4. The approval of the NEPCO shall be required for such Additional Services. The Independent Engineer shall only be entitled to the Additional Services Payment under this Article 10.3 if the requirement for Additional Services does not result from any acts, omissions or errors of the Independent Engineer, which the Independent Engineer is responsible for rectifying at its own cost.
- 10.4 The Independent Engineer shall not be entitled to charge the rates for any Additional Services in accordance with Schedule 4, in addition to the Payment described in Schedule 3, unless it has obtained the prior consent of both the Project Company and NEPCO to be paid in accordance with the provisions of Schedule 4.
- 10.5 All taxes, duties, levies, university fees and stamp duties of any kind existing or which may be imposed in the future shall be paid by the Independent Engineer in relation to the Services, or any Additional Services, as applicable.
- 10.6 The Project Company and NEPCO shall each be severally responsible for fifty percent (50%) of the payment of the Independent Engineer's Payment and any Additional Services Payment. The Project Company and NEPCO shall execute the Payment and any Additional Services Payment, subject to the provisions of Article 10.4, of the Independent Engineer's invoices which shall be submitted to the Project Company, with copies to NEPCO. The Independent Engineer shall promptly acknowledge to the Project Company and NEPCO receipt of any such Payment in writing.
- 10.7 The Project Company shall also provide NEPCO with details of all payments which the Project Company makes to the Independent Engineer under this Article 10.

11 Terms of payment

- 11.1 Payment to the Independent Engineer shall be made monthly in arrears as detailed in Schedule 3 and in accordance with the provisions of this Article.
- 11.2 The Project Company and NEPCO shall each pay to the Independent Engineer fifty percent (50%) of the amount set out in the Independent Engineer's invoices (subject to the correction of any error or any disputed amounts which shall be dealt with in accordance with Article 11.4 below), within thirty (30) Days from the date of receipt by the Project Company and NEPCO of such invoices accompanied by all supporting documents, where applicable payments shall be made to bank account nominated by the Independent Engineer.
- 11.3 Any Payments delayed by the Project Company and/or NEPCO beyond the date on which such amount is due and payable under this Agreement shall bear interest at [] % in respect of the delayed portion of the Payment only.
- 11.4 If the Project Company and/or NEPCO (as the case may be) disputes an item or part of an invoice of the Independent Engineer the Project Company and/or NEPCO (as the case may be) shall proceed with payment of the remaining part of the invoice which is not disputed in accordance with the terms of Article 11.2 above and the Parties shall endeavour in good faith to reach agreement on the part of the account which is disputed. If the Parties fail to reach agreement the dispute shall be resolved in accordance with **Article 18**.

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12 Responsibility and Insurance

- 12.1 In carrying out the Services and any Additional Services, the Independent Engineer shall take due cognisance of the obligations of the Project Company under the PPA.
- 12.2 Approval or rejection or lack of approval relating to any of the Independent Engineer's Services by the Project Company or NEPCO shall not relieve the Independent Engineer of its obligations and responsibilities under this Agreement and shall not affect in any way whatsoever the obligations and responsibilities of the Independent Engineer.
- 12.3 The Independent Engineer shall effect and maintain throughout the Term, professional indemnity insurance with a reputable insurer which maintains a credit rating of at least A- by Standard & Poor's or A3 by Moody's, or equivalent credit rating, and on terms and conditions which are normal for an independent consulting engineer carrying on activities similar to those of Independent Engineer, to satisfy any liability the Independent Engineer may have to the Project Company and NEPCO in respect of the negligent performance of the Services, or any Additional Services, under this Agreement and the PPA. The professional indemnity insurance shall be in an aggregate amount not less than [US Dollars [ten million] US\$ ([10,000,000])], or the equivalent amount in Dinars, for loss as a result of any negligent breach of duty, act error or omission (or single series of negligent acts errors or omissions) by the Independent Engineer in the discharge of the Services, or any Additional Services, and shall in addition insure a sum sufficient to cover legal costs for which the Independent Engineer is liable to a claimant or to its own legal advisers.
- 12.4 Whenever requested by the Project Company or NEPCO the Independent Engineer shall submit a certificate stating the details of the professional indemnity insurance policy to the Project Company and NEPCO for inspection within ten (10) days of such request.
- 12.5 The Independent Engineer shall take out and maintain for the duration of its obligations under this Agreement at its own expense employer's liability insurance which shall provide a minimum cover in accordance with the legislation of the country in which the relevant employees are domiciled, for the aggregate of all incidents in relation to all employees of the Independent Engineer to the extent that they are engaged in providing the Services, or any Additional Services, and otherwise in accordance with the Laws of Jordan.
- 12.6 The Independent Engineer shall effect and maintain any other insurance which it deems necessary or is otherwise required by the Laws of Jordan in connection with its performance of the Services or any Additional Services, as applicable.
- 12.7 The Independent Engineer is liable to compensate and indemnify the Project Company, NEPCO and any of the Project Company's sub-contractors for and against any losses suffered, or payments made, by any of them (including any injury and/or death to persons and/or damage to property arising from or in connection with any wilful or negligent act or omission by the Independent Engineer or its officers, directors, employees, agents or sub-contractors and/or any breach by the Independent Engineer of this Agreement or otherwise arising directly or indirectly out of the performance under this Agreement by the Independent Engineer or any of its employees, or agents or any other persons for which the Independent Engineer is responsible except and to the extent that fraud, negligence or breach of any legal obligation (including failure to perform legal obligations in a prompt and timely manner) by any of the beneficiaries of this indemnity has directly caused or contributed to any such occurrence.

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12.8 The Project Company and NEPCO are each severally (but not jointly) liable to compensate and indemnify the Independent Engineer and the Independent Engineer's employees, agents or representatives for and against any losses suffered, or payments made, by any of them in respect of injury and/or death to persons and/or damage to property caused by an employee or agent or representative of the Project Company or NEPCO (as the case may be) except and to the extent that fraud, negligence or breach of any legal obligation (including failure to perform legal obligations in a prompt and timely manner) by any of the Independent Engineer, its employees, agents or representatives has directly caused or contributed to the accident. For the avoidance of doubt:

12.8.1 NEPCO shall not be liable to pay any amount under this Clause 12.8 to the extent the loss or damage suffered by the Independent Engineer or the Independent Engineer's employees, agents or representatives was directly caused by the Project Company; and

12.8.2 the Project Company shall not be liable to pay any amount under this Clause 12.8 to the extent the loss or damage suffered by the Independent Engineer or the Independent Engineer's employees, agents or representatives was directly caused by NEPCO.

13 Confidentiality

13.1 Confidential Information

Each Party agrees that it shall and will ensure that its employees, officers and directors will hold in confidence this Agreement and all information, documentation, data and know-how disclosed to it by the other Party and designated in writing as "confidential" ("Confidential Information"), and will not disclose to any third party or use, for purposes other than the Project, Confidential Information or any part thereof without the other Party's prior written approval, provided that:

13.1.1 this Article shall not apply to Confidential Information which is in the public domain other than by reason of a breach of this Article 13, or was already in the rightful possession of the recipient Party, or was obtained by the recipient Party in good faith from a third party entitled to disclose it;

13.1.2 a Party may disclose Confidential Information in accordance with any Laws of Jordan to do so, or to consultants and contractors whose duties reasonably require such disclosure; and

13.1.3 a Party may disclose Confidential Information, subject to obtaining an undertaking to keep the same confidential, to:

- (a) any prospective assignee of the Party and its advisers or consultants;
- (b) to any bank or financial institution or investor from whom the Party is seeking finance;
- (c) to any expert or arbitrator under this Agreement; and
- (d) either Party's professional advisers or consultants.

13.2 Survival

The provisions of Article 13.1 shall survive the termination, for any reason, or expiry of this Agreement.

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14 Intellectual Property Rights

Rights to intellectual property developed, utilised, or modified in the performance of the Services, or any Additional Services, shall remain the property of the Independent Engineer, provided, however, that the Independent Engineer hereby grants to the Project Company and NEPCO, their employees, contractors, advisors and agents, an irrevocable, transferable, non-exclusive and royalty free licence to use, copy and reproduce all such intellectual property for all and any purposes related to or in connection with the Project. Such licence shall carry the right to grant sub-licences and shall be transferable to any third party.

15 Termination

15.1 Termination by the Project Company and/or NEPCO

15.1.1 The Project Company and NEPCO acting jointly may, at any time, give written notice to the Independent Engineer terminating this Agreement:

(a) at their complete discretion;

(b) if any of the Project Agreements are terminated for reasons other than a breach of contract by the Independent Engineer, the Project Company or NEPCO and the Project Company has not been substituted as referred to in Article 8.3;

provided that the Independent Engineer shall be entitled to receive from the Project Company and NEPCO any outstanding instalment of its remuneration and any other sums owed to it prior to the date of issue of the notice of termination corresponding to the Services, and any Additional Services, properly performed by the Independent Engineer up to the date of notification of termination.

15.1.2 Without prejudice to any other rights and legal remedies which they may possess, either the Project Company or NEPCO may issue written notice to the Independent Engineer stating that, in the opinion Project Company and NEPCO, the Independent Engineer has breached this Agreement, is not adequately discharging its obligations or that it is not providing the Services, or any Additional Services, as required under this Agreement. In such written notice the Project Company or NEPCO, as the case may be, shall state the nature of the Independent Engineer's failure and request the Independent Engineer to take whatever actions are necessary to comply with its obligations under this Agreement. If the Independent Engineer does not act expeditiously to comply with the written notice to the satisfaction of the Project Company and NEPCO within thirty (30) Days of issue of the notice the Project Company or NEPCO may, by giving a further written notice, terminate this Agreement with immediate effect. In this event, the Independent Engineer shall be entitled to receive the sums referred to in Article 15.1.1(b). If either NEPCO or the Project Company pays an amount owing on behalf of the other under this Agreement, such other Party shall reimburse the Party that paid the Independent Engineer within fourteen (14) days of a demand from such Party, provided that the Independent Engineer agrees that the Parties are not jointly liable for the payment of amounts under this Agreement and NEPCO.

15.1.3 This Agreement can be terminated forthwith by the Project Company and NEPCO in the event that the Independent Engineer is declared bankrupt or becomes insolvent in a way that its bankruptcy can be declared.

15.2 Termination by the Independent Engineer

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In the event of failure of the Project Company to pay the Independent Engineer any instalment of its remuneration or any other sum due and payable to it under Article 11.2, then provided that such payments are not disputed by the Project Company and provided further that such failure continues for thirty (30) Days after such sum became due and payable, the Independent Engineer may serve a written notice on the Project Company whereby it will state that unless payment is made within a total of three (3) months as of the date when such sum became due and payable (as aforesaid), the Independent Engineer may terminate this Agreement. If the due and payable sum which is the subject of the forgoing notice is not paid in full within three (3) months of the date when such sum became due and payable, the Independent Engineer may terminate this Agreement by written notice to the Project Company and NEPCO and the Independent Engineer shall be entitled to receive from the Project Company and NEPCO any outstanding instalment of its remuneration and any other sums owed to it prior to the date of issue of the notice of termination corresponding to the Services, and any Additional Services, properly performed by the Independent Engineer up to the date of notification of termination.

- 15.3 Termination of this Agreement for any reason whatsoever or its expiry shall not affect the rights and responsibilities of the Parties which have accrued prior to or because of such termination or expiry or any obligations of the Parties under Articles 12, 13, 14, or 15 which are intended to survive the termination or expiry of this Agreement.
- 15.4 The Project Company shall provide to NEPCO and NEPCO shall provide to the Project Company, copies of all notices which are given to, or received from, the Independent Engineer under this Article 15. The Project Company shall also provide to NEPCO and NEPCO shall provide to the Project Company, details of all payments which the Project Company and/or NEPCO (as appropriate) makes to the Independent Engineer under this Article 15.
- 15.5 In the event that either the Project Company or NEPCO disputes the right of the other party to issue written notice to terminate the agreement in accordance with Article 15.1.2, the matter shall be referred to dispute resolution in accordance with the provisions of Article 18 below.

16 Books-Audit

- 16.1 The Independent Engineer shall keep suitable records and maintain appropriate books for the Project recording the hours worked by its personnel and shall maintain records of all hours worked by salaried staff and all expenses related to the Services, and any Additional Service which are carried out and which the Independent Engineer is entitled to receive payment in accordance with Schedule 4. The above books and records shall be maintained at the site office(s).
- 16.2 The Project Company and NEPCO shall have the right to carry out one or more audits of the records and books of the Independent Engineer related to the Services, or any Additional Services, by using a company of auditors. Any such audits shall be carried out so that disruption to the work of the Independent Engineer is kept to the minimum. The interval between any two (2) such audits shall be at least six (6) months.

17 Applicable Law

This Agreement and the rights and obligations of the Parties hereunder shall be governed by and construed in accordance with the Laws of Jordan (without regard to conflict of laws rules).

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18 Dispute Resolution

- 18.1 Except for a determination by the Expert in respect of disputes of a technical nature pursuant to Article 18.7, any dispute or difference arising out of or in connection with this Agreement shall, except as hereinafter provided, be settled amicably by the Parties. If no amicable settlement is reached within a period of two (2) months from the date on which a Party notifies the other Party of the existence of a dispute, the dispute shall be first referred to senior executives of the Parties for mediation. If no resolution is reached in respect of such dispute after a period of fourteen (14) Days, the dispute shall then be referred to binding arbitration to be conducted pursuant to the ICC Rules.
- 18.2 Upon the expiration of the two (2) month period referred to in Article 18.1, either Party may make a demand for arbitration in writing to the other Party, setting out the nature of the dispute, the amount involved, if any, the remedies sought, and the name of the arbitrator appointed by the Party demanding arbitration. The demand for arbitration shall be made within thirty (30) Days after the expiration of the (2) two month period specified in Article 18.1, and in no event shall it be made when the institution of legal or equitable proceedings based on such dispute would otherwise be barred by the applicable statute of limitations or prescription period.
- 18.3 Within fourteen (14) Days after any demand for arbitration under Article 18.2, the other Party shall name its arbitrator, or in default, such arbitrator shall be named pursuant to the ICC Rules. The two (2) arbitrators so selected shall name a third arbitrator within ten (10) Days after selection of the second arbitrator or, in the absence of agreement on a third arbitrator by the two (2) arbitrators so appointed, a third arbitrator shall be appointed pursuant to the ICC Rules. The third arbitrator appointed pursuant to this Article 18.3 shall not be a national of the jurisdiction of any Party or of the jurisdiction of any investor or group of investors owning ten percent (10%) or more of the equity securities (or their nearest equivalent if there are no such equity securities), nor shall any arbitrator be an employee or agent or former employee or agent of any such person.
- 18.4 The arbitration shall, unless otherwise agreed by the Parties, be conducted in English in Amman, Jordan and shall commence not later than ninety (90) Days after the date of the original demand under Article 18.3. The decision of the arbitrators shall be made not later than sixty (60) Days after the date of closing of the hearing, or if oral hearings have been waived, after the date of transmitting the final statements and proof to the arbitrators; provided, however, that in no event shall any award be made later than one hundred and eighty (180) Days after the date of the original demand for arbitration under Article 18.3. The award of the arbitrators shall be final and binding on the Parties. Judgment upon such award may be entered on behalf of the prevailing Party in any court having jurisdiction in respect of such award and application may be made by such Party to any such court for judicial acceptance of such award and an order of enforcement. The expenses of the arbitration shall be borne equally by both Parties unless the arbitrators provide otherwise in their award.
- 18.5 Unless otherwise specified elsewhere in this Agreement, the arbitration process held pursuant to this Article 18 will be the sole and exclusive remedy between the Parties regarding any and all disputes referred to Arbitration.
- 18.6 With the exception of disputes relating to the non-payment of sums due under this Agreement, during the conduct of the dispute resolution procedures pursuant to this Article 18, the Parties shall continue to perform their respective obligations under this Agreement.

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18.7 Expert Determination

- 18.7.1 Disputes which are of a technical nature in respect of the Services, or any Additional Service, shall be submitted to the Expert for resolution as set forth below.
- 18.7.2 The expert shall be an engineer with extensive experience in the construction and operation of renewable energy facilities similar to the PV Facility (the "Expert"). The Expert shall be chosen by the Parties or, failing agreement between the Parties, by the ICC Rules. The Expert shall not be a national of Jordan or of the jurisdiction of incorporation of the parent of the Project Company or the Independent Engineer, or of equity holders holding fifty percent (50%) or more of the voting securities (or their nearest equivalent if there are no such equity securities) of the Project Company or its parent, or the Independent Engineer or its parent.
- 18.7.3 Consideration of a dispute by the Expert shall be initiated by the Party seeking consideration of the dispute by concurrently submitting to both the Expert and the other Party written materials setting forth (i) a description of the dispute; (ii) a statement of the Party's position and whether a hearing is requested by such Party; and (iii) copies of records supporting the Party's position.
- 18.7.4 Within ten (10) Days of the date that a Party has submitted the materials described in Article 18.7.3, the other Party may submit to the Expert (and if submitted to the Expert, such materials shall be concurrently submitted to the other Party) (i) a description of the dispute; (ii) a statement of the Party's position and whether a hearing is requested by such Party; and (iii) copies of records supporting the Party's position.
- 18.7.5 The Expert shall consider any such information submitted by the responding Party and may consider any additional information submitted by either Party at a later date, but in such event the other Party shall be concurrently provided with such information and shall be allowed a reasonable time to respond thereto.
- 18.7.6 The Parties shall not be entitled to apply for discovery of documents but shall be entitled to have access to the other Party's relevant records to this Agreement and to receive copies of the records submitted by the other Party.
- 18.7.7 Each Party shall designate one person knowledgeable about the issues in the dispute who shall be available to the Expert to answer questions and provide any additional information requested by the Expert. Except for such person, a Party shall not be required to, but may provide oral statements or presentations to the Expert or make any particular individuals available to the Expert.
- 18.7.8 The proceedings shall be without prejudice to any Party and any evidence given or statements made in the course of this process may not be used against a Party in any other proceedings. The process shall not be regarded as an arbitration and the laws and rules relating to commercial arbitration shall not apply. The determination of the Expert may be relied upon for guidance but shall not be binding on any arbitration panel established under Article 18.1.
- 18.7.9 When consideration of the dispute by the Expert is initiated, the Expert shall be requested to provide a recommendation within fifteen (15) Days after the ten (10) Day response period provided in Article 18.7.4 above has expired. If the Expert's recommendation is given within the fifteen (15) Day period, or if the Expert's recommendation is given at a later time and neither Party has at such time initiated any other proceeding concerning the dispute, the Parties shall review and discuss the

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recommendation with each other in good faith for a period of ten (10) Days following delivery of the recommendation before proceeding with any other actions.

18.7.10 If a Party does not accept the recommendation of the Expert with respect to the dispute, it may initiate arbitration proceedings in accordance with Article 18.1; provided, however, that prior to initiating arbitration proceedings it shall have paid all costs of the Expert (including the reimbursement of any costs paid to the Expert by the other Party) and all out-of-pocket costs, including reasonable attorney's fees, of the other Party. Similarly if the Expert has not submitted its recommendation within the time period provided in Article 18.7.9, a Party may initiate arbitration proceedings in accordance with Article 18.1, provided that prior to initiating the arbitration proceedings it shall have paid all costs of the Expert (including the reimbursement of any costs paid to the Expert by the other Party).

18.7.11 Except as provided in Article 18.7.10, the costs of engaging the Expert shall be borne equally by the Parties and each Party shall bear its own costs in preparing materials for, and making presentations to, the Expert.

18.8 Continuance of Obligations

Both Parties shall continue to perform their obligations under this Agreement during any proceeding under this Article 18, provided that the right to terminate pursuant to Article 15 on grounds different to those referred to arbitration is not restricted by this Article 18.

19 Various

19.1 This Agreement comprises the whole agreement between the Parties and has precedence over and supersedes all previous agreements between the Parties in relation to its subject matter.

19.2 Nullity of any part does not have as a consequence nullity of the whole. In the event that any term or provision of this Agreement is illegal or cannot be executed the validity and execution of the remaining part of this Agreement shall not be affected.

19.3 Except as otherwise expressly provided in this Agreement, all notices, communications, or other documents (together "Notices" and each a "Notice") to be given or made by one Party to the other Party pursuant to this Agreement shall be in English and in writing, shall be addressed for the attention of the person indicated below, and shall be delivered by hand or sent by reputable international express courier by facsimile, or registered mail. The addresses for service of the Parties and their respective facsimile numbers are:

19.3.1 For NEPCO:

Attention: Managing Director

Address: Zahran Street, 7th Circle, Amman, Jordan

Facsimile: +962 6 5865179

19.3.2 For the Project Company:

Attention: [Title]

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Address: [Address]

Telephone:[Tel.]

Facsimile: [Fax]

19.3.3 For the Independent Engineer

Attention: [Title]

Address: [Address]

Telephone:[Tel.]

Facsimile: [Fax]

or such other addresses and facsimile numbers as a Party may have notified to the other Parties.

- 19.4 All Notices shall be deemed delivered (a) when presented personally, (b) when transmitted by facsimile to the receiving Party's facsimile number specified above, (c) one (1) Day after being delivered to a courier for express delivery, addressed to the receiving Party, at the address indicated above (or such other address as such Party may have specified by written Notice), or (d) five (5) Days after being sent by registered mail addressed to the receiving Party, at the address indicated above (or such other address as the receiving Party may have specified by written Notice). Any notice given by facsimile shall be confirmed in writing delivered personally or sent by registered mail, but the failure to so confirm shall not void or invalidate the original Notice if it is in fact received by the Party to which it is addressed.
- 19.5 This Agreement may not be varied nor any of its provisions waived except by an agreement in writing signed by the Parties.

IN WITNESS whereof the Parties have executed this Agreement on the day, month and year first before written.

NATIONAL ELECTRIC POWER COMPANY

Name:

Title:

Witnessed by:

Name:

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Title:

[Project Company]

Name:

Title:

Witnessed by:

Name:

Title:

[Name of Independent Engineer]

Name:

Title:

Witnessed by:

Name:

Title:

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SCHEDULE 1

The Services

The Services to be provided by the Independent Engineer in accordance with the terms and conditions of this Agreement include, without limitation, the following:

- 1 within [] of [] agree a Commissioning Protocol setting out the Commissioning Programme, tests and procedures for the Commissioning of the Substation and the Interconnection Facilities and the connection between them;
- 2 review the test procedures of those tests set out in Schedule 10 of the PPA;
- 3 monitor, witness, certify and/or confirm (as case may be) the tests and test results of those tests set out in paragraphs [...] Schedule 10 of the PPA, in accordance with those paragraphs;
- 4 report and monitor that the performance of the solar photovoltaic power stations complies with the requirements of the System Grid Code, international standards and Metering Code and their amendments;
- 5 report on the progress of installation and commissioning and visit the Site on a reasonable timely basis;
- 6 confirm the achievement of the agreed provisions regarding capacity, manufacturer, and type of Solar Modules, Inverters, Mounting System etc. as specified in Schedule 7 of the PPA;
- 7 verify the existence of a valid certification of the Solar Modules;
- 8 confirm the commissioning of the clusters of Solar Modules required under paragraph [...] of Schedule 10;
- 9 verify the readiness to achieve the Commercial Operation Date (as defined in the PPA) by monitoring the trial operation test in compliance with the requirements of the System Grid Code for the duration of the trial operation;
- 10 verify the successful execution of the test of the compliance of the Metering System with the requirements in accordance with Schedule 1 of the PPA;
- 12 issue the reports referred to above as well as the certificates referred to in Schedule 2 of the PPA;
- 13 issue the Completion Certificates under Schedule 10 of the PPA;
- 14 certify the successful completion of the PV Facility Performance Test in accordance with paragraph [...] of Schedule 10 of the PPA; and
- 15 carry out any such additional requirements detailed in Schedule 21 of the PPA.

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SCHEDULE 2

Indicative Form of Construction Control Certificate

Certificate Ref. No.

The undersigned using due professional skills, care and diligence, certify that after audits of the Project quality assurance system and evaluation of document submissions by the Project Company, the materials, installations and works incorporated in the Project, or part of the Project, as described below, comply with the requirements of the PPA.

[Where applicable: With exemption of the remarks included in [number] pages attached to the present].

Part or Section of the Project

Signature:

INDEPENDENT ENGINEER

Name :

Date :

Certificate of Delivery Certificate of Delivery

Signature Signature

NEPCO Project Company

Name Name

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SCHEDULE 3

Payments to the Independent Engineer

1. Terms of payment
 - 1.1 General
 - 1.1.1 The Independent Engineer's fee for long term staff, working either in Jordan or in the Independent Engineer's home office jurisdiction shall be calculated on man-[week/month] basis.
 - 1.1.2 The Independent Engineer's fees for its home office jurisdiction staff and visitors shall be calculated in JD. Reimbursements incurred in its home office jurisdiction and Jordan (travel cost, hotel accommodation, head office printing, fax, courier services and postage etc) to be paid in JD at cost. The Independent Engineer's fees for its home office jurisdiction staff resident in Jordan shall be calculated at the quoted rates in JD.
 - 1.1.3 Payments to the Independent Engineer shall be made into a bank account designated by the Independent Engineer.
 - 1.1.4 Invoices shall be submitted monthly to the Project Company and NEPCO and payments shall be made within thirty (30) Days from the date of receipt by the Project Company and NEPCO of the invoices accompanied by all supporting documents, where applicable.
 - 1.1.5 The Project Company and NEPCO shall exchange details of all payments which the Project Company or NEPCO (as the case may be) makes to the Independent Engineer under this Agreement.
 - 1.2 Calculation of fees for the Services

The total amount payable for the performance by the Independent Engineer for the Services under this Agreement is [a lump sum fee of]:

[JD [], including all taxes.]

[Note: Details of payment structure and cost break down (including fixed fee and any time and materials elements) to be considered]

SCHEDULE 4

Additional Services

- 1 Where the Project Company and NEPCO require the Independent Engineer to carry out any Additional Services, the fee for such Additional Services will be agreed between the Project Company and NEPCO and the Independent Engineer on a lump sum fixed price basis.
- 2 In the event that the Project Company and NEPCO consider that a lump sum fee for the relevant Additional Services is inappropriate in the circumstances, then the Project Company and NEPCO and the Independent Engineer shall agree the value of the Additional Services required by the Project Company and NEPCO using the rates payable for the Services as a basis for deriving the fee for such Additional Services.
- 3 If the nature of the Additional Services required by the Project Company and NEPCO is such that the basis of valuation set out in items 1 and 2 above of this Schedule 4 is inappropriate, and the work in the opinion of the Project Company and NEPCO is best valued on an hourly-rate basis, then the Project Company and NEPCO may instruct the Independent Engineer to carry out the Additional Services at the appropriate man-hour rate(s) shown in the table below.
- 4 Where Additional Services are instructed on an hourly-rate basis, the Independent Engineer shall only be entitled to record and charge a maximum of ten (10) working hours per day and five (5) working days per week for each person, irrespective of the actual hours recorded.

Category	Qualifications	Man-hour rates (JD)
A	Senior Manager, Senior Experts	
B	Senior Engineers > 15 Years of experience	
C	Engineers > 5 Years of experience	
D	Technicians, Designers, Draughtsmen	

- 5 For the avoidance of doubt, the Independent Engineer shall not be entitled to charge separately for any of its personnel engaged on carrying out Additional Services, where such personnel are present on the site and are already being remunerated for their time spent on providing the Services.

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