

POWER PURCHASE AGREEMENT

BETWEEN

**THE NATIONAL ELECTRIC
POWER COMPANY
(NEPCO)**

AND

PROJECT COMPANY PSC

(Project Company)

relating to

an approximately [] MW Wind Power Plant Facility

located near [], Jordan

Date: / /2014

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 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 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 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 data from the SCADA system for the whole Facility or as a sum of individual wind turbines validated by an assessment of the wind speed, wind direction, other relevant meteorological data and the Estimated or Measured Facility Power Curve. Such assessment shall consider any Wind Turbines 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 $\pm(0.2\%)$ 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 facility or/and each individual wind turbines,

(ii) Based on the readings of wind speed, wind direction, other relevant meteorological data, the Estimated Facility Power Curve or Measured Facility Power Curve; 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 Equipment

3.1 The Project Company shall test the Metering System for accuracy in accordance with paragraph 4.2.6 (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 DBOM Contractor and, notwithstanding any other provision in this Agreement to the contrary, shall indemnify and hold the Project Company and the DBOM 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 DBOM Contractor (as appropriate).

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 of-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 in the presence of

representatives from the Project Company and NEPCO. Test certificates issued by the testing station 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 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 shall be installed, operated and maintained in accordance with the Metering Code. The Metering System shall be part of the 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 core for both CTS and VTs. All meters shall support minimum two different tariff rates. The Metering System shall comply with the 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 Substation, shall be capable of measuring the amount of electricity provided by the Facility (export) and provided by NEPCO to the Facility (import) and shall be connected to:

- (a) the current transformer (CT) used for export and import, which shall be located within Project Company Substation at 132Kv side of No. 2 33/132kV transformers; and
- (b) to voltage transformers (VT) for export and import metering, which shall be located at the 132Kv side of No. 2 33/132kV transformers. Each circuit shall have its own VT (Not Busbar VT).

The Project Company shall provide NEPCO with a link to connect the Metering System to the MUX located in the Interconnection Facilities, noting that the communication media between the Interconnection Facilities and NCC is fiber optics line over OPGW cables. Metering System signals will be available for NEPCO at MUX in the Interconnection Facilities. Any works outside of Appendix L will be the responsibility of NEPCO.

4.2.1 The following class of metering transformers and requirements for each grid transformer shall be provided by Project Company and approved by NEPCO prior to manufacture in a period not exceeding 15 days from the submission of the documentation:

- (c) n.1 (132/1.73)(0.110/1.73)kV Class 0.2 voltage transformers windings (three phases - R, Y & B) (two cores for main and check);

- (d) n.1 600/400/200/1A Class 0.2S current transformers windings (four wires having three phase circuit and single common earth) (two cores for main and check);
- (e) 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;
- (f) Metering class for reactive power shall be 0.5;
- (g) Billing system for monthly issuance of the bill;
- (h) GPS for the purposes of time synchronisation connected to the meters and Billing System;
- (i) Maximum demand recording period of 30 minutes;
- (j) Control AC and DC cables;
- (k) The UPS of power plant will be used for energy metering in emergency;
- (l) The meters shall have a fast Ethernet port and shall be connected to the NCC through the ODF/ SDH and MUX (Redundant power supply controller unit located at the Substation) as indicated in the diagram set out in Appendix L (Communication Architecture Layout) in NEPCO's Interconnection Facility via a fibre optic link. Patch panel specifications shall be agreed between the Parties within two months of the date of this Agreement. Meter communication architecture layout is set out in the diagram as set out Appendix [] to the PPA(Communication Architecture Layout). Meter types acceptable to NEPCO for use in the Substation include:

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

- (m) Software packages suitable for remote Billing System.
- (n) High performance switch to connect the energy meters through the data network according to the design and requirements provided in point (j) if needed.
- (o) 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.
- (p) Remote monitoring access for one user in the Ministry of Energy at Amman (with the ability view data only and no ability to change or control the Facility) will be supplied by the Project Company.
- (q) Three (3) x 2MB communication link shall be supplied by NEPCO to the Facility as indicated in the diagram set out in Appendix [] (Communication Architecture Layout) 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 up to the Delivery Point. The Project Company shall be responsible for the installation of the communication equipment up to and including the multiplexer located in the Interconnection Facility as indicated at the communication diagram attached

in Appendix [] to the PPA. NEPCO shall be responsible for the termination of the communication cables into the multiplexer in the Interconnection Facility. Following the installation of such cables and equipment, NEPCO shall provide all necessary access to enable the Project Company and/or the DBOM Contractor to maintain the communication cables and the multiplexer.

4.2.2 Metering Accuracy.

The tariff metering scheme shall have an overall accuracy of $\pm 0.2\%$ for watt-hour metering.

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

Maximum Allowable Errors

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

4.2.3 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 Remote Terminal Units (RTUs).

4.2.4 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.
- (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.

4.2.6 Calibration of Metering System

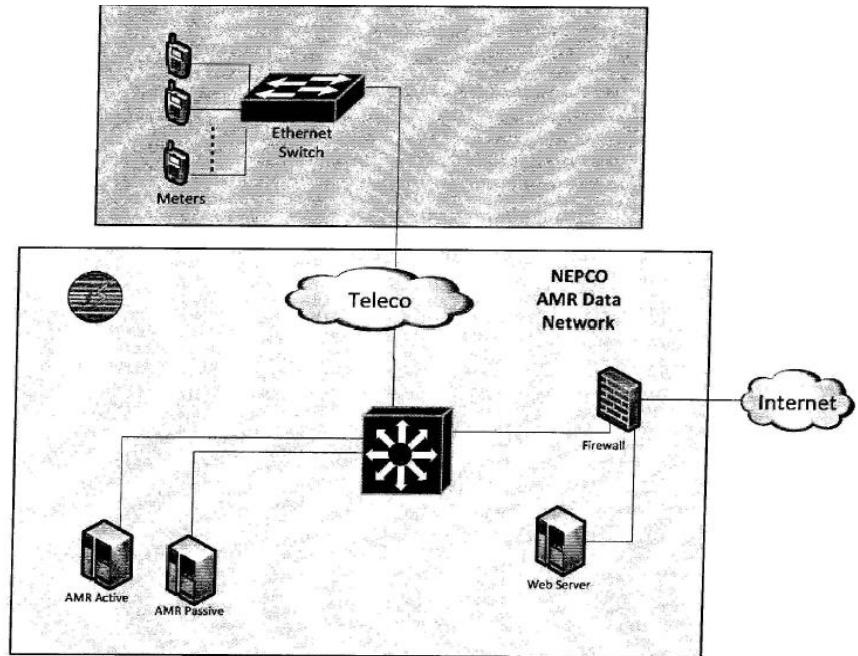
The Project Company shall inspect, test and calibrate all metering devices upon installation and at least once every (5) years thereafter after giving NEPCO no less than five (5) Days' advance notice. NEPCO may have a representative present during any such testing, as well as during any inspection of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

4.3. 400V supply and metering

The 400V supply of two feeders 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



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);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) NOT USED
- C) true and complete copies of all Project Agreements executed by the Project Company, certified by an authorised representative of the Project Company;
- D) a confirmation letter from the Lender confirming that all of the conditions of the Lenders under the Financing Documents to first disbursement have been met or waived (in accordance with the terms thereof);
- E) copies of certificates of insurance evidencing to the satisfaction of NEPCO that the insurance policies and coverage specified in Schedule 5 to this Agreement are in full force and effect to the extent that such policies are required to be in effect on Financial Close;
- F) 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;
- G) 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; and
- H) a true and complete copy of a current and valid certificate in respect of the Wind Turbines which is required under Schedule 7.

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 granting the Project Company approval to develop, design, finance, insure, construct, test, Commission, complete, own, operate and maintain the Facility;
- B) true and complete copies of the following documents:
 - (i) memorandum and 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); and
- C) 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.
- D) the Government Guarantee Agreement signed by MEMR and/or MOF as appropriate.
- E) the Lenders' Direct Agreements signed by NEPCO, MOF, and/or MEMR as appropriate.

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 Facility in accordance with the specifications set forth in Schedule 7;
- B) Completion of commissioning and testing in accordance with Schedule 10 and the Independent Engineer issuing a certificate evidencing that Commissioning is completed, the Facility is ready for continuous operation, is ready to achieve Commercial Operation Date, has been connected to NEPCO Grid, and is capable of producing energy in accordance with Prudent Utility Practice;
- C) The Project Company having provided to NEPCO the computerized access that includes all of the data measured at the Facility as set out in Schedule 7 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 Interconnection Facilities (i) have been completed pursuant to this Agreement and the Transmission Connection Agreement (ii) have been connected to the Substation (completed by Project Company pursuant to Article 4.2.1, and (iii) are able to receive the maximum power output of the Facility in accordance with Schedule 7 and to deliver the maximum import power capacity of the Facility in accordance with Annex 7 of the Transmission Connection Agreement.

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 including details on the invoice calculation 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 (as given at Financial Close).

[PROJECT COMPANY NAME] shall provide a format for an invoice which contains all necessary information. Such format shall be approved by NEPCO and - following approval - become Schedule 3.

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 5865179

(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.

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.

SCHEDULE 5

INSURANCES

1. 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 Facility, from a cause not otherwise excluded.
- **Amount insured:** Full replacement value of the 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.

2. Comprehensive All-Risks Policy and Machinery Breakdown:

- **Cover:** All building contents, machinery, stock, fixtures, fittings and all other personal property forming part of the 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 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 Facility.
- **Named insured:** The Project Company, its officers and directors and NEPCO, its officers and directors 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.

3. 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 Facility, with limits no less than JD 10 million combined single limit for any one occurrence and in the aggregate.
- **Named 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, for the duration of this Agreement unless otherwise agreed by the Parties.

4. Sabotage and Terrorism Insurance

- **Cover:** All building contents, machinery, stock, fixtures, fittings and all other personal property forming part of the Facility against risks of physical loss or damage, resulting from incidents of sabotage or terrorism.

- **Amount insured:** Full replacement value of the Facility.
- **Named 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, for the duration of this Agreement unless otherwise agreed by the Parties.

5. 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 Facility or in connection with its operation and Car Insurance on any vehicle owned by the Project Company.

6. 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.

SCHEDULE 6

NOT USED

**SCHEDULE 7
DESCRIPTION OF THE FACILITY**

1. Description of the Facility

Location of the Facility:

Equipment:

Facility Design Capacity: [] MW. The Facility Design Capacity may be reduced by the Project Company following Financial Close and prior to COD for reasonable grounds resulting from the development of detailed design and any reasonable variations to the capacity made during construction, including, without limitation, to deal with any Site conditions.

Wind Turbines

Name of Manufacturer: []

Description of Wind Turbines: [] with a hub height of [] m] respectively 84m

Nameplate capacity of such Wind Turbines: [] kW

Functional Specifications and Technical Limits of the turbine are defined in the [vendor name] [type] General Specifications attached will be provided to NEPCO.

Electrical Infrastructure: Substation: Reference Schedule 8, Interconnection Facilities.

Control and Monitoring System, consisting of:

- Substation Control Unit (SCU)
- SCADA system of the Wind Farm will provided to NEPCO
- Power Plant Controller, specifications for this PPC will be provided to NEPCO.

Computerised Billing System

A computerised Billing System shall be developed by Project Company not less than nine (9) months prior to the Required Commercial Operation Date and shall be certified by the Independent Engineer (the "**Billings System**"). Remote access to the Billing System shall be granted to NEPCO. All costs of such system shall be borne by the Project Company.

2. Wind Turbine certification

The Wind Turbines must be fully certified for a technical lifetime of at least the Term by an accredited entity in accordance with the IEC 61400 standard applicable at signing. The WTG type certificate is included in Appendix [] to the PPA.

3. Facility Power Curve

3.1 The Estimated Facility Power Curve

The “Estimated Facility Power” includes the wake effects in between the turbines and is derived by modelling software based on the turbine power curve as it was guaranteed by the turbine manufacturer. The Estimated Facility Power Curve is taken from the Design Build Operate and Maintenance (DBOM) contract with the turbine supplier.

In case of any change in the wind farm layout or the project specific operational requirements the calculation of the Estimated Facility Power Curve must be updated accordingly.

The following losses were required by NEPCO to be included for deemed energy calculation. The Estimated Facility Power includes the losses listed below, other losses need to be subtracted from the result of deemed energy calculation. A detailed explanation on the applied losses is described below:

Estimated Facility Power Curve

[The project company has to insert the curve]

3.2 Measured Facility Power Curve

The Measured Facility Power Curve is based on (i) the turbine power curve as measured by an independent expert on-site (one of RISO National Laboratory (Denmark), GL Garrad Hassan (Germany), DEWI (Germany), WindGuard (Germany), WindConsult (Germany), ECN - Energy research Centre of the Netherlands (Holland), GEC - Global Energy Concepts and Barlovento Recursos Naturales (ES) or other company as agreed between the Parties) and (ii) the same modelling software as it was used for the Estimated Facility Power Curve. The Measured Facility Power Curve will be calculated within 9 months of Commercial Operation Date in accordance to Article 5.10 up to the Delivery Point.

The Measured Facility Power Curve in combination with the wind speed measured will be used for the purpose of payment calculation as described in Schedule 9 (Calculation of Payment).

The Measured Facility Power Curve will be calculated within 9 months of Commercial Operation Date in accordance to Article 5.10.

4. Meteorological mast

- 4.1 The Facility shall contain at least one permanently maintained meteorological mast of the same height as the Wind Turbine hubs, and positioned in a representative upwind location within the Site. The mast must be equipped with at least two (2) wind vanes and at least three (3) MEASNET calibrated anemometers of at least RISO or THIES First Class precision, measuring at three (3) separate vertical levels, one of which must be identical to the hub height of the Wind Turbines, and the second of which should be two (2) meters lower. The third anemometer should measure at no less than 2/3 hub height. The top anemometer must be unobstructed by booms or other instrumentation. In addition the mast must be equipped with two thermometers, one of which is to measure near hub height, one barometer and one hygrometer. The mast, its booms, its instrumentation and minimum clearances must be in accordance with the IEC 61400-12.1-1 standard. In addition to logging data to its data logger, the mast must be able to communicate real-time data to NEPCO for purposes of forecasting energy production and determination of compensation in case of disruption of energy delivery by either Party.
- 4.2 The mast will be equipped with two loggers a) one main logger (owned and maintained by the DBOM Contractor) with real-time access to the SCADA system and b) a second back-up logger (owned by the Project Company) with standalone power supply by solar panels and back-up battery. NEPCO will be granted permanent and direct access to main logger and access and data to backup logger on request.
- 4.3 The Project Company shall set up and maintain the said masts for the entire Term along with the associated instrumentation needed to continuously supply NEPCO with the data as required under Article 12.1.

- 4.4 The Project Company may not dismantle a mast or modify the mast instrumentation so that the data made available by the Project Company is affected without NEPCO's prior written consent. The anemometers of the mast shall be replaced by the Project Company with new calibrated anemometers in case that degradation is detected but not later than every 2 years.
- 4.5 The Project Company shall submit to NEPCO an installation report for the mast before the Commercial Operation Date, containing the following as a minimum:
- a. exact location details, including coordinate system and Datum information. There shall be GPS loggings at each anchor point or four (4) points taken twenty-five (25) meters North, East, South and West of mast. All references shall be according to geographical North instead of magnetic North. This location is subject to alteration until the commencement of construction and common agreement between NEPCO and the Project Company;
 - b. configuration drawing of the mast including mounting height of each instrument above ground, length of booms, clearances etc;
 - c. layout of the mast showing alignment of each boom, the North arrow and expected main wind direction;
 - d. list of instruments including brand, model and serial numbers;
 - e. pictures of mounting details of each instrument;
 - f. picture of data logger and logger cabinet;
 - g. at least two (2) pictures of the mast during uplift;
 - h. directional pictures of the area looking out from the mast position in 30° angles, starting from straight North (0°) and moving clockwise, to be taken after mast erection;
 - i. picture of the fully erected mast including exact coordinates from where picture is taken;
 - j. picture from the mast from the bottom looking upward with North at the top;
 - k. calibration and recalibration certificates for each instrument (Anemometers will be in-situ recalibrated every year after installation, and replaced if necessary);
 - l. all data logger settings for the Main Data Logger and the Backup Data Logger;
 - m. historical log describing date and reason for any replacement of instruments etc.

The Project Company shall grant a non-exclusive license in favour of NEPCO in accordance with Articles 12.1.2 and 12.1.3 in relation to all meteorology data from the Site and all data relating to Energy Output from the Facility. NEPCO may use all such meteorology data for any purpose, including without limitation, publication and research purposes.

5. The requirements of SCADA and NEPCO National Control Centre

5.1 Measurement, alarms and Indications (status) by SCADA

(a) General

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

(b) Indications

Where applicable, On and Off position indications shall be provided to the NCC for the following items:

- (i) Status of the 33kV Circuit Breakers in the Project Company Substation.
- (ii) For each Wind Turbine Generator Status (Running/ Stopping)

These indications shall be transmitted to the NEPCO Interface Panel irrespective only if the position of the panel selector is on remote.

(c) Alarms

- (i) Alarms for protection and alarms for SCADA shall be agreed between the Parties during detailed engineering stage, within three (3) months of Financial Close. 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 using two redundant gateways in the NEPCO Interconnection Facility.

(d) The first gateway shall have an Ethernet communication output, and the second gateway shall be an asynchronous serial (RS232) communication. Each gateway shall be 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) Ethernet 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 to the NEPCO Interface Panel:

- (a) Horizontal wind speed (at the met mast anemometer)
- (b) Wind direction (at the met mast weather vane)
- (c) Temperature (at the met mast thermometer)
- (d) Relative humidity (at the met mast)
- (e) Atmospheric pressure (at the met mast)
- (f) Generated total MW, MVAR, and the Voltage level at the 0.65 kV side for each WTG.

- (g) Exported/Imported total MW, MVAR and Current at the 33 kV side for each grid transformer unit.
- (h) Generated hourly, monthly, and MWh, MVARh at the 0.65 kV side
- (i) Exported, daily, monthly, and Total MWh, MVARh at the 132 kV side
- (j) Frequency at the 132 kV side

5.3 Signals from NEPCO NCC for control purposes

- In an Emergency, an active-power control set-point signal shall be sent by NEPCO to the Facility control system. This set-point shall define the maximum active power output permitted from the Facility
- Power Factor set point

5.4 Parameters for protection purposes

- (a) The 132kV circuit breakers on the NEPCO side will be used for Project Company Substation protection issues.
- (b) The NEPCO Interface Panel shall be supplied and installed by the Project Company in NEPCO's Interconnection Facility building as described in Schedule 1.
- (c) The wiring of all signalling 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.
- (d) All terminals shall incorporate open circuiting/short circuiting links as necessary to permit isolation and testing of circuits.

SCHEDULE 8

DESCRIPTION OF THE INTERCONNECTION FACILITIES

1. **General**

The Facility shall be connected to the NEPCO Interconnection Facility, and NEPCO Grid, through a new 132/33kV substation (the "**Substation**") located in the northern half of the wind farm and a co-located 132kV Interconnection Facility to be provided by NEPCO. The Project Company shall select the exact location of the Substation. Details of the Substation and the NEPCO Interconnection Facility are set out at Appendix [] to the PPA.

2. **Project Company Scope – the Substation**

The Project Company will bear the cost of the Substation including the medium voltage switchboard and the 33kV/132kV step-up transformer. Project Company connection equipment shall include the medium voltage switchgear, main and check meters, transformers, 132kV current and voltage transformers and disconnectors on the 132kV sides of the transformers

3. **NEPCO Scope – the Interconnection Facilities**

3.1 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, including lines up to the high voltage disconnector terminals in the Project Company Substation.
- (c) The civil works, control, protection, and communication inside the 132 kV NEPCO Interconnection Facilities as detailed in Schedule 1 of the PPA.

3.2 NEPCO shall construct the 132 kV switchyard substation which includes outdoor switchgear comprising of 132 kV busbars, circuit breakers, disconnectors, current and voltage transformers, protection equipment, gantries, and communication equipment. NEPCO shall provide for the connection from the existing NEPCO OTL 132kV [] up to gantry to be located on the Project Company Substation.

3.3 The existing OTL is of a negligible distance less than 0.5KM from the NEPCO Switching Station. The OTL from the NEPCO Switching Station to the NEPCO Grid will be via two double circuit lines, with a capacity of 160 MVA.

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. **Communications**

Shall be as set out in Schedule 7.

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

$$\text{TAR} = 0.085 \text{ Jordanian Dinar (JD)/kWh.}$$

2. Tariff Adjustment

The Tariff (TAR) shall be a fixed rate during this Agreement and shall 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:

$$\text{TAR}_{\text{for}} = 0.0731 \text{ JD/kWh}$$

$$\text{TAR}_{\text{loc}} = 0.0119 \text{ JD/kWh}$$

The Tariff adjustment is then calculated as follows:

$$\text{TAR}_n = \text{TAR}_{\text{for}} * (\text{EXR}_n / \text{EXR}_{\text{base}}) + \text{TAR}_{\text{loc}}$$

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 rate set by the Bank 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) 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 as 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, 13.8.2 (as applicable) during the same Billing Month (Deemed Energy Output or $E_{n,deemed}$) plus any Supplemental Charge payable in respect of the same Billing Month in accordance with the provisions of Article 13.11.

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

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)
$Supp_n$	=	Supplemental Charge payable in respect of Billing Month n

3.3 The Deemed Energy Output shall be determined for each period within a Billing Month based on the actual average wind speed as measured and recorded by the Permanent Meteorological Mast and either:

(i) in the case of deemed Commissioning pursuant to Article 5.8, the Estimated Facility Power Curve; or

(ii) in the case of Deemed Energy Output following Commercial Operation Date in the circumstances provided for under Article 8.1.2, 8.1.3, 13.5.4 and 13.8.2 (as applicable):

(a) until the Measured Facility Power Curve has been assessed in accordance with Article 5.10, the Deemed Energy Output, calculated with the Estimated Facility Power Curve, as specified in Schedule 7; or

(b) from the date on which the Measured Facility Power Curve and Losses have been assessed in accordance with Article 5.10, the deemed Energy Output, calculated with the Measured Power Curve specified in the Schedule 7,

in each metering interval of 10 minutes ("**Metering Interval**").

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

3.5 Payment Calculation in Case of Deemed Energy Output

Payment calculation for each of the cases where Deemed Energy will be paid to the Project Company in accordance with the Articles 5.8, 8.1.2, 8.1.3, 13.5.4 and 13.8.2 (as applicable);

Where:

$$E_{n,deemed} = (\sum FP_{j,n} * (MI / 60) * 1000 * PF_n) - (\sum FP_{j,n} * (MI / 60) * 1000 * PF_n) * (L + AL)$$

and where:

- $E_{n,deemed}$ = Deemed Energy Output (in kWh);
- $FP_{j,n}$ = facility performance (in MW) as set out in Schedule 7 in form of the Estimated Facility Power Curve or the Measured Facility Power Curve (as provided in paragraph 3.3 above) for the wind speed as measured for each Metering Interval j in each interval during which the Energy Output 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/or 13.8.2, (as applicable);
- L = Sum of losses as described in Paragraph 3.1 and 3.2 of Schedule 7.
- AL = % unavailability derived from maintenance records in each interval during which the Energy Output has been deemed to be delivered in accordance with the provisions of Articles 8.1.2, 8.1.3, 13.5.4 and/or 13.8.2, (as applicable) and, in the case of Deemed Commissioning according to Article 5.8.1, AL shall be as below:
- (a) 5% before the Commercial Operation Date up to the end of first contract year; then
- (b) Actual unavailability for the previous year and according to NEPCO records,
- MI = Duration of Metering Interval (10 minutes);
- j = Metering Interval;
- PF_n = Performance Factor applicable in Billing Month n ;
- n = Billing Month.

3.6 Calculation of the Performance Factor

The Performance Factor (PF) is based on the historic performance of the Facility. It represents the ratio between the Actual Electricity Output (AEO) and the Calculated Electricity Output (CEO). For the determination of the Actual Electricity Output and the Calculated Electricity Output only those periods are considered during which the operation of the Facility is not restricted by an event of Other Force Majeure or during which the Facility has been not been curtailed in respect to Articles 8.1.2, 8.1.3, 13.5.4 and/or 13.8.2 of the PPA.

3.7 The Performance Factor will be determined as follows:

For Contract year 1;

- (a) For the Period until the Measured Facility Power Curve has been assessed the Performance Factor shall be determined on the performance as measured during the reliability test run during Commissioning.
- (b) For the period after the Measured Facility Power Curve has been established, the calculation of the Performance Factor shall be:
- one (1) for the first six months after the Measured Facility Power Curve has been established; and
 - for the remaining months the calculation of the Performance Factor shall be based on the actual performance of the Facility during the last 12 months prior to the Billing Month n .

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

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

$$PF_n = AEO_n / CEO_n$$

(2) If: $AEO_n > CEO_n$ then:

the PF shall be one (1).

whereby:

PF_n = Performance Factor applicable to Billing Month n

CEO_n = Calculated Electricity Output (in kWh) applicable to Billing Month n for the calculation of the PF.

AEO_n = Actual Electricity Output applicable to Billing Month n for the calculation of the PF

n = Billing Month

4. Calculated Electricity Output

The Calculated Electricity Output applicable to Billing Month n is determined as follows:

$$CEO_n = \sum CEO_{UO,j,n} * MI / 60 * 1000$$

where:

CEO_n = Sum of the Calculated Electricity Output for the preceding months that are applicable to the Performance factor for the Billing Period m concerned (in kWh)

$CEO_{UO,j,m}$ = Calculated Electricity Output in defined Metering Interval period during the preceding months that are applicable to the Performance Factor for the Billing Month where the operation of the Facility is not restricted by an event of Other Force Majeure or during which the Facility has been not been curtailed in respect to Article 8.1.2, 8.1.3, 13.5.4 and/or 13.8.2 of the PPA and determined based on the facility performance (MW) set out in Schedule 7 for the Wind Speed measured by the Reference Wind Measurement System during each Metering Interval j (in kWh)

UO = periods during the Billing Month n where the operation of the Facility is not restricted by an event of Other Force Majeure or during which the Facility has been not been curtailed in respect to Article 8.1.2, 8.1.3, 13.5.4 and/or 13.8.2 of the PPA.

j = Metering Intervals

MI = Duration of Metering Interval (10 minutes)

n = Number of Billing Periods as defined above.

5. Actual Electricity Output

The Actual Electricity Output applicable to Billing Month n is determined as follows:

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

where:

AEO_n = Actual Electricity Output for the preceeding months that are applicable to the Performance factor for the Billing Period n concerned (in kWh)

$AEO_{UO,j,m}$ = Actual Electricity Output as measured at the Metering System in the Metering Interval period during which the Facility has been not been curtailed in respect to Article 8.1.2, 8.1.3, 13.5.4 and/or 13.8.2 of the PPA.

SCHEDULE 10
TESTING AND COMMISSIONING

1. GENERAL

- 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 has already a quality assurance program in place which shall be provided to NEPCO for information purposes.
- 1.3 Commissioning & testing of the Facility and each individual Wind Turbines is accomplished once:
- (a) Electromechanical Completion of the Facility is achieved to allow commissioning and testing of the Facilities;
 - (b) the Substation and the User Works (as defined under the Transmission Connection Agreement) have been commissioned in accordance with the relevant testing as defined in this Schedule;
 - (c) the trial operation of each individual Wind Turbines as detailed in article 8.1 of this Schedule 10 is concluded in a satisfactory manner by issuing the Completion certificates (as defined below);
 - (d) the Independent Engineer has verified and certified the reports evidencing satisfactory execution of the tests and controls for the Facility,

2. REVIEW OF TEST PROCEDURES

- 2.1 The Project Company shall submit the Grid Compliance Test Procedures to NEPCO and the Independent Engineer for approval, such approval not to be unreasonably withheld or delayed and in any event provided within sixty (60) Business Days of submission. Any dispute as to the form of Grid Compliance Test Procedure shall be referred to Expert Determination in accordance with Article 17.2.
- 2.2 Performance test procedures shall be in accordance with Prudent Utility Practice. The test procedures shall be provided to NECPO and the Independent Engineer.

3. OBSERVATION OF TESTING

- 3.1 The Project Company shall provide NEPCO with a minimum of sixty (60) 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 DBOM Contractor and their sub-contractors or suppliers.

4. GENERAL SCOPE OF TESTING

All forms, procedures and results of the Grid Compliance Tests shall be accepted and agreed in accordance with Paragraph 2 of this Schedule 10 and Schedule 21.

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

1. tests during manufacture
2. tests prior to energisation;
3. commissioning tests;
4. performance tests

5. TESTS DURING MANUFACTURE

The tests undertaken during manufacture shall be for the purposes of verifying the quality of the component. Tests shall be performed in accordance with the manufacturer's quality assurance and test plans. The Project Company shall provide test records verifying the results of the Facility Acceptance Tests ("**FAT**") of the components listed below. The tests have to be performed according to international codes and standards applicable to routine testing of the below listed components shall be provided for viewing at one of the Project Company's facilities upon NEPCO's request. FATs on WTG will be carried out (as provided below) and NEPCO has the right to witness such FATs by 2 Engineers for one set of components listed below at the Project Company cost. The Project Company shall provide quality assurance certificates for the remaining components listed below.

- FAT on electrical parts of the WTG means:
 - FAT for Generator
 - FAT for WTG transformer

- FAT of equipment of the electrical infrastructure:
 - FAT for HV substation equipment (transformers)
 - FAT for MV substation equipment (switchgear)
 - FAT for SCADA system

- FAT of **Nacelle** includes:
 - Gear box (included in the Drivetrain) including lubrication system
 - Cooling system

The Project Company will provide quality assurance certificates for the WTG Towers, Nacelles and Hubs which shall contain the following as a minimum:

- **Tower:**
 - Mill certificate for steel plates
 - Dimensional inspection report
 - NDT (Non Destructive Test) report
 - Coating inspection report
 - Non-conformance reports

- **Hub** includes
 - Blade pitch system

The Project Company shall arrange factory visits at the WTG manufacturing facilities enabling NEPCO to inspect the production facilities of WTG Towers, Nacelles and Hubs. The costs of such factory visits shall be borne by NEPCO.

6. TESTS PRIOR TO ENERGISATION

6.1 Tests during Construction & Erection

The tests undertaken during construction and erection of the WTGs shall be for the purposes of ensuring that the construction and erection are being performed to the required standards. The Project Company shall inform NEPCO through FAT and relevant supplier documentation that the construction materials are of the specified quality and that the design figures are being followed. The Independent Engineer shall verify after the test on completion that electrical and mechanical equipment after erection meet the required standard and have not suffered because of storage, handling, construction, or erection.

6.2 Test Prior to Energisation (Cold Test)

6.2.1 Tests prior to energisation shall consist of the following:

- (a) control and installation checks of the protective devices that interface with the NEPCO Grid according to the Grid Compliance Test Procedures (to be approved by the Independent Engineer as above) including:
 - i. current transformers, voltage transformers, control AC, DC cables connections and phasing;
 - ii. trip and close sequences response and tripping characteristics and settings;
 - iii. interlocks and inter tripping;
 - iv. alarms and data logging;
 - v. uninterruptible power supplies including batteries and chargers;
 - vi. auxiliary and ancillary systems;
 - vii. secondary and primary injections of protective relays, CTs, PTs stability and sensitivity tests;
- (b) checks to verify that the Facility can accept and deliver electrical power to the grid system;
- (c) power tariff Metering System setting checks;
- (d) meteorological masts and associated instruments and data loggers
- (e) checks to verify that the Facility can accept and deliver electrical power to the grid system;

- (f) instrumentation checks;
- (g) transformer protection system checks;
- (h) control system checks and tests, including the distributed control system and SCADA system interface checks.

6.3 Readiness for Initial Energisation

- (a) The Project Company shall notify NEPCO in writing of its proposed initial energisation date not later than sixty (60) 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, save in the case of Force Majeure or NEPCO default. The Project Company in consultation with NEPCO shall agree on the actual initial energisation date. All tests shall comply with the requirements of an agreed standard or code, including the System Grid Code
- (b) 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 Facility. The abovementioned settings shall be accepted and agreed by both parties no later than thirty (30) **Business Days** from the submission of the documentation. In the event of any dispute either party may refer the matter to dispute resolution for Expert Determination in accordance with Schedule 17.2.
- (c) Notwithstanding anything in this Agreement to the contrary, the Facility shall be considered to be ready for initial energisation with the NEPCO Grid when the following conditions have been met in accordance with the provisions hereof:
 - i. each Unit, system and component of the Facility has achieved Electromechanical Completion as per WTG Electromechanical Completion;
 - ii. the tests prior to energisation set out above have been satisfactorily completed; and
 - iii. the relay settings have been agreed upon with NEPCO.
- (d) When the Project Company considers that the Facility has completed the tests prior to energisation set out above and achieved readiness for initial energisation and functional testing, it shall provide a written report and notice thereof to NEPCO and shall, with the concurrence of NEPCO, confirm the date of initial energisation.
- (e) If NEPCO does not respond within fifteen (15) **Business Days** of notification from the Project Company of the conclusion of the tests described in this paragraph 6.3, it shall be deemed that NEPCO has no objection.
- (f) If NEPCO disputes within fifteen (15) **Business Days** of notification from the Project Company of the conclusion of the tests, that the Facility has satisfied the tests described in this paragraph 6.3, and the Parties are unable to resolve such dispute within five (5) **Business Days**, then either Party may refer the matter for Dispute Resolution in accordance with Article 17.2.
- (g) If the Facility fails to achieve the requirements of the tests prior to energisation, repeat tests shall apply.

(h) The Wind Turbine Generators shall be in a “new and clean condition”.

7. COMMISSIONING TESTS

- 7.1 The Commissioning Tests on WTGs shall be undertaken for the purposes of demonstrating that each WTG is safe and capable of continuous automatic operation and shall be performed after the electromechanical completion of the WTGs.
- 7.2 Details of the Commissioning Tests are included in the Manufacturer’s Standard Commissioning Procedures (the "Start Up Procedure").
- 7.3 The Commissioning Tests (Warm Test) on electrical works shall be performed according to section 5 and 6 of Wind Power Plant Commissioning to the PPA.

8. PERFORMANCE TESTS

The following tests set out in this paragraph 8 shall be the “**Performance Tests**”.

8.1 Trial Operation Period

Each WTG shall be electrically connected and shall be set into operation mode. For the trial operation to be completed successfully (the "**Trial Operation Period Test**") the Wind Turbines must operate and produce electricity for a two hundred (200) hour period of time without the emergence of an error attributable to a defect in a WTG.

8.2 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 at the locations according to the Environmental and Social Monitoring and Mitigation Plan 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 (together with other certification requirements) for confirming COD.

8.3 Completion Certificate:

Once the trial operation is completed successfully for each WTG, the manufacturer and the Project Company shall execute a completion certificate (the "**Completion Certificate**") for such WTGs.

A report shall be issued to the Parties by the Independent Engineer evidencing the above.

Written notification shall be issued to the Parties by the Independent Engineer evidencing that the requirements of paragraph 7 above have been satisfied in relation to the Commissioning of each String which shall comprise of up to 6 WTGs..

8.4 Facility Reliability Test

The Facility Reliability Test shall be for the purpose of demonstrating the reliability and conformity of the Facility with the technical requirements of the PPA and the Transmission Connection Agreement (including equipment, systems and facilities comprising the Facility) and for establishing that the conditions for achieving the Commercial Operation Date have been met.

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 Facility is ready

for the Facility Reliability Test. Within fifteen (15) Business Days of such notice the Facility Reliability Test will commence.

The Facility Reliability Test will be carried out for the Facility for a period of two hundred (200) consecutive hours. If an interruption occurs which is caused by the Facility operating as a whole (and which does not auto re-start), then the Facility Reliability Test will be deemed to have failed and the DBOM Contractor must restart the Facility Reliability Test after making good such defect. If an interruption occurs which is not caused by the Facility operating as a whole, the Facility Reliability Test will continue without being paused.

In the event that the Facility Reliability Test is interrupted due to a default by NEPCO or an instruction to curtail by NEPCO, then the Facility Reliability Test will be paused, and once the default has been rectified, the Facility Reliability Test will continue.

The Facility Reliability 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
- (d) the Facility as a whole shall operate continuously for a period of two hundred (200) hours under the Facility Reliability Test without interruption (save in circumstances where interruptions are caused by interruptions of the NEPCO Grid or the NEPCO Interconnection Facility or instructions to curtail by NEPCO, or where WTGs do not auto re-start whereupon continuous operation shall not be required, provided that 200 hours are achieved in aggregate).

Normal operation and maintenance of the Facility will be allowed during the Facility Reliability 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 Facility Reliability Test has been completed successfully within five (5) Business Days after receiving from the Project Company the last daily test protocol on the Facility Reliability Test. The Commercial Operation Date of the Facility shall then occur at 0:00 hours on the day following the certification that the Facility Reliability Test has been completed successfully.

For the avoidance of doubt all tests defined in clause 8 of this Schedule shall be carried out in the order they are listed under this Schedule and shall be positively passed to achieve the Commercial Operation Date.

8.5 Grid Compliance Tests

The following test (the “Grid Compliance Tests”) will be conducted by the DBOM Contractor:

Active Power Management

- Active Power control
- Ramp rate test
- Measurement of frequency and voltage at connection points (on 132kV side of the transformer) in different operation conditions (start-up, stop, normal operation)

TS Voltage Requirements

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

Signal, Communication and Control

- Test of the exchanged signals according to the List of Signals attached to the PPA
- Capacity Test, operating the Facility at maximum active power setpoint and at maximum power factor (capacitive and inductive) setpoint. (This test is wind dependent as the Facility will work at Active Power level based on the wind available during the test.)
- Prove the immunity to external disturbance of the communication cables by means of datasheet (optical fiber and shielded communication cable)

**SCHEDULE 11
GOVERNMENT AUTHORISATIONS**

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>SR. No.</i>	<i>Government Authorization</i>	<i>Relevant Authority</i>
PART 1 : GOVERNMENT AUTHORISATIONS REQUIRED BEFORE FINANCIAL CLOSING		
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 CLOSING		
<u>Bank Account</u>		
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
<u>Imports</u>		
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 Facility.	MIT
10	Import permits for import of household effects by expatriate employees of the Project Company and its contractors.	IPC

<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 cabinet decision no.697 dated 30/12/2012	IPC/ MIT
12	No objection certificate to obtain export permit to export the imported equipment not forming the permanent part of the 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 Facility for purposes of customs exemptions in accordance with the provisions of the Investment Promotion Law No.(16) of 1995, as amended in 2000.	IPC
14	Approval of exemption from university fees and stamp duties as expressly provided in the Cabinet Decision no. 697 dated 30/12/2012.	MOF
15	Statutory notifications granting exemption from Sales Tax on the importation of plant and equipment) for incorporation into the Facility and the temporary importation of erection materials, machinery and equipment (subject to re-export), and services as expressly provided in the Cabinet Decision no. 697 dated 30/12/2012.	ISTD
16	Statutory notification that the Lenders will be exempted from taxation on their income in Jordan, as expressly provided in the Cabinet Decision no. 697 dated 30/12/2012.	ISTD
17	Statutory notifications granting exemption from Sales Tax on the importation of Spare Parts for incorporation into the Facility, as expressly provided in the Cabinet Decision no. 697 dated 30/12/2012.	IPC
18	Statutory Notification to ISTD of the exemption from Income Tax for the first 10 years, as expressly provided in in the Cabinet Decision no. 697 dated 30/12/2012.	ISTD
CONTRACTOR'S & OPERATOR'S CONSENTS		
19	Permission for the appointment of non-Jordanian Construction Contractor and O&M Contractor.	MPW/CCA
20	Approval of the Facility as satisfying the fire safety and protection standards under the Fire Service Act.	CDD
MISCELLANEOUS		
21	Work permits and national security clearance for expatriate employees of the Project Company, Construction Contractor and O&M Contractor.	MOI
22	Easement or lease agreement and approval for construction of Access Road.	MPW
23	Any other Government Authorisation required from time to time	

Key

**Central Bank of Jordan
Construction Contractors Association**

**CBJ
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

SCHEDULE 12

Form of Performance Bank Guarantee

Irrevocable and Unconditional Standby 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 or Sunday) 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:

- 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 is subject to the Uniform Customs and Practice of Documentary Credits (UCP) (2007 revision) International Chamber of Commerce Publication No. 600 (except for the relevant portions of Article 38 thereof which limits transferability) and 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. To the extent that the UCP conflicts with the terms of this Bank Guarantee, the terms of this Bank Guarantee shall prevail.

Authorised signatories

Schedule to Performance Bank Guarantee

Form of Demand for Payment under Performance Bank Guarantee

To: [name of bank]

Date: _____

Dear Sirs

Irrevocable and Unconditional Standby Bank GuaranteeNo. _____ **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

SCHEDULE 13

IMPLEMENTATION SCHEDULE

CURRENT DATE: / /2014

ASSUMED FINANCIAL CLOSE DATE: / /2014

Responsible Party	Task	Task Completion Date	Indicative Calendar Date
[PROJECT COMPANY NAME], NEPCO	Signing of PPA		
[PROJECT COMPANY NAME], Lenders	Signing of Finance Documents		
[PROJECT COMPANY NAME]	Satisfaction of PPA CPs (Generation Licence, Initial Building Permit, etc)		
[PROJECT COMPANY NAME], Lenders	Financial Close (1 st disbursement under Finance Documents and DBOM Commencement Date)	-	
NEPCO	Interconnection Facility Construction and Completion	After implementation of New Ma'an 400 kV network	
[PROJECT COMPANY NAME]	Substation Construction Date (Substation Construction and Completion)		
[PROJECT COMPANY NAME] / NEPCO	Connection Date (Substation / Interconnection Facility Commissioning)		
[PROJECT COMPANY NAME]	Required Commercial Operation Date (Turbine Commissioning + Full Facility Commissioning)		

[PROJECT COMPANY NAME]	Longstop Date	6 months from RCOD	
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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.

SCHEDULE 14

[NOT USED]

Schedule 15

[NOT USED]

Schedule 16

[NOT USED]

Schedule 17

[NOT USED]

Schedule 18

REFERENCE TAX REGIME

Subject to cabinet resolution

Schedule 19:

NOTIFIED TRANSPORT ROUTE

The Project Company to provide the rout

Schedule 20

CALCULATION OF TERMINATION PAYMENT

This calculation of termination payment refers to termination of the PPA under the article 14.7.4.

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

Whereby

TP	=	Termination Payment as per Article 14.7.4 of the Agreement
TOD	=	Total Debt Outstanding as per Initial Financial Model at Financial Closing at termination date
DSE	=	Depreciated Shareholders Equity at termination date
AC	=	Actual Export Capacity in MW in accordance with the provisions in Schedule 7
PC	=	Proposed Total Export Capacity as per Developer's Proposal and as set out in Schedule 7
TC	=	Termination Cost as supported by reasonable evidence to NEPCO and capped with [] US\$

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

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

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 wind farms of a similar scale and complexity to the Facility, from the following list: Garrad Hassan, Lahmeyer, SGS, Tüv Rhineland, SKM, Deutsche Windguard and Louis Berger 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, 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 String of Wind Turbines, Metering System in accordance with requirements set out in Schedule 1, Meteorological Masts and Whole Wind Farm (monitoring the whole wind farm trial operation test in compliance with the System Grid Code for the duration of the trial operation, as required by Schedule 10 in respect of Whole Wind Farm Commissioning);
- (c) Monitor and witness such of those tests and review procedures set out in this Schedule 10 for commissioning and testing the wind farm equipment as the Independent Engineer, in his expert opinion, considers appropriate;
- (d) Report and monitor that the performance of the wind farm 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 Wind Turbine as specified in Schedule 7;
- (g) Confirm that the equipment when installed is newly manufactured in accordance with the Article 12.1.1 of the PPA;
- (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 type certification of the Wind Turbines;
- (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 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 apprised 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.

**Annex 1:
Form of Independent Engineer Appointment**

AGREEMENT FOR

PROVISION OF SERVICES OF INDEPENDENT ENGINEER

BETWEEN

THE NATIONAL ELECTRIC POWER COMPANY (NEPCO)

and

JORDAN WIND PROJECT COMPANY PSC

and

[Name of Independent Engineer]

relating to an approximately [] MW Wind Power Plant Facility

located at [], Jordan

[Date: dd/mm/2014]

(This page intentionally left blank)

This Agreement is made the [] day of [] 2013

Between

- (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) **Jordan Wind Project Company PSC**, 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 14 Abdel Hameed Badees St, Amman, Jordan ("**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 call for proposals No [] issued by MEMR on [], and 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 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 wind 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;
 - 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;

"**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 Facility is Commissioned;

"**Commissioning**" means, in relation to any Wind Turbine, the Facility or the Substation, 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;

"**Facility**" means the wind power generation plant with a capacity of approximately 117 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" means the interconnection facilities (including, for clarity, transmission facilities to the NEPCO Grid) to be installed and maintained by NEPCO for the delivery of the Energy Output (as defined in the PPA) to the NEPCO Grid, as more fully described in Schedule 8 of 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, 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 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 (3) for the year 2010;

"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

"**Wind Turbines**" means all of those wind turbines generators forming part of the Facility and having the characteristics described in Schedule 7 of the PPA and "**Wind Turbine**" means any of the Wind Turbines.

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**

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 [not used]

6.3 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.

6.4 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 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]¹.
- 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).
- 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.

¹ Requirements to be confirmed by NEPCO

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 []²% 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.

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

² Parties to agree fixed rate.

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.
- 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 advisors or consultants.

13.2 **Survival**

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

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

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).

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.

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 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 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]

Address: 14 Abdel Hameed Badees St, Amman, Jordan

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:

Title:

JORDAN WIND PROJECT COMPANY PSC

Name:

Title:

Witnessed by:

Name:

Title:

[Name of Independent Engineer]

Name:

Title:

Witnessed by:

Name:

Title:

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 paragraph 2.1 of 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 6, 7 and 8 of Schedule 10 of the PPA, in accordance with those paragraphs;
- 4 report and monitor that the performance of the wind farm 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 Wind Turbines as specified in Schedule 7 of the PPA;
- 7 verify the existence of a valid certification of the Wind Turbines;
- 8 confirm the commissioning of the Strings of Wind Turbines required under paragraph 7 of Schedule 10;
- 9 certify the noise level testing in accordance with paragraph 8.2 of Schedule 10 of the PPA;
- 10 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;
- 11 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 Facility Reliability Test in accordance with paragraph 8.4 of Schedule 10 of the PPA; and
- 15 carry out any such additional requirements detailed in Schedule 21 of the PPA.

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

Signature

NEPCO

Name

Certificate of Delivery

Signature

Project Company

Name

SCHEDULE 3
Payments to the Independent Engineer

16 **Terms of payment**

16.1 **General**

16.1.1 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.

16.1.2 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.

16.1.3 Payments to the Independent Engineer shall be made into a bank account designated by the Independent Engineer.

16.1.4 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.

16.1.5 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.

16.2 **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

- 17 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.
- 18 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.
- 19 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.
- 20 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	

- 21 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.

Schedule 22

GRID IMPACT STUDY

The Project Company shall comply with the System Grid Code IRPP technical requirements.