Due to the fact that the PPA contract is being updated, therefore, for any legal and contractual references, the Persian PPA is valid and the English translation is for informational purposes only.
In the name of GOD

Islamic Republic of Iran
Ministry of Energy

Renewable Energy Organization of Iran (SUNA)

Contract No. ........................

Power Purchase Agreement of Renewable and Clean Electricity

............................................. "Power Plant"

Buyer: Renewable Energy Organization of Iran (SUNA)

Seller: .....................................
Contract No. ...........................................

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In the name of GOD

Agreement

This Agreement, which together with the other documents of the "Contract" forms an indivisible whole, is made between the Renewable Energy Organization of Iran (SUNA), under registration number 161299 and economic code 411137813915 and national identification number 10102039387, represented by Seyed Mohammad Sadeghzadeh and Mohamad Taghi Zaafaranchizadeh Moghadam as authorized signatories of the "Contract" hereinafter referred to as "Buyer", of the one part, and ......................... Co., a company registered under No............ at the registration bureau of ................. under national identification number ............... and the economic code ................ represented by........................ and ......................... who, as the authorized signatories of the "Contract" in accordance with [the articles of association and publication notice in the Official Gazette], [power of attorney] No. ............... dated ............, are duly authorized to sign the “Contract” [Mr. /Ms. ...............son/ daughter of............ With identification No............ born on.............issued in .............with national identification number..........] hereinafter referred to as "Seller", on the other part, based on the terms and conditions stipulated in the "Contract".

Whereas,

A) Pursuant to the [Constriction] [Operation] "Permit" No. ............... dated ............... issued by [the Deputy for Energy and Electricity Affairs of the Ministry of Energy] [Renewable Energy Organization of Iran], the "Seller" intends to proceed, at his own risk and expenses, with a resource assessment and feasibility study for designing, financing, terrain and equipment availability, construction, operation, repair and maintenance of a [Wind], [Biogas], [Waste Combustion], [Solar], [Geothermal], [Restricted Hydraulic],[Marine] «Power Plant" in the ................. region with a capacity of ...... [Megawatts] [Kilowatts] according to the on-site conditions, hereinafter referred to in the "Contract" as "the Power Plant", as an independent electricity producer,

B) The "Seller" intends to sell the “Net Electrical Energy” produced by the "Power Plant", in accordance with the terms and conditions of the "Contract", to the "Buyer".

C) The "Buyer" intends to purchase the mentioned net electrical energy from the "Seller" pursuant to the above-mentioned License and in compliance with current rules and regulations of the country and the terms and conditions of the "Contract",

D) The "Seller" agrees to sell and the "Buyer" agrees to buy the “Net Electrical Energy” of the "Power Plant" at the measuring and delivery point,

E) The "Buyer" and the "Seller" intend to determine their respective rights and obligations in this regard,

Therefore,

In order to concretize this intent, the "Seller" and the "Buyer" have agreed on the provisions of this "Contract" as follows:
Article 1- Subject of Contract

The subject of the "Contract" is the purchase of the "Net Electrical Energy" by the "Buyer" within the "Operation Period" under the conditions set forth in the "Contract".

Article 2- Contract Price

The price of the "Contract" will be determined as set forth in Article 2 of the special conditions of the "Contract".

Article 3- Effective Date and Term of the Contract

This "Contract" becomes effective upon its exchange (notice) by the "Buyer" and its provisions shall be binding on both "Parties".

The "Contract" shall commence on its "Effective Date" and expire at the end of the "Commercial Operation Period" of the "Power Plant". This period is the “Contractual Period”, and is equivalent to … [years] [years and … months] as stipulated in Article 3 of the special conditions of the "Contract". 1

Article 4- Documents

4-1- The "Contract" consists of the following documents in order of priority:

4-1-1- Agreement

4-1-2- General Conditions

4-1-3- Special Conditions

4-1-4- Annexes to the "Contract"

4-2- Any other documents which the “Parties” agree upon and/or exchange according to the conditions prescribed in the "Contract" during the "Contract Term" shall be considered as part of the "Contract" documents and their contents will have priority in the relevant subjects.

Article 5- Legal Addresses and Notices

Legal Address of the "Buyer": Renewable Energy Organization of Iran, end of Dadman Ave, adjacent to Yadgar Emam highway, Energy Affairs Building of Renewable Energy Organization, P.O. Box: 1468611387, Tele: 982188084771-3

1 - In contracts concluded after 20 March 2016, this period is twenty (20) years maximum.
Address of the "Seller": …………………………………………………………………
Postal Code: …………………

5-1- Unless explicitly or otherwise agreed upon in the "Contract", all notices and communications which, according to the "Contract", are to be submitted or exchanged between the "Parties", shall be made in writing and in Persian and shall be sent to the above-mentioned addresses by hand delivery against receipt or by registered mail.

5-2- Delivery date of the notices and communications shall be the date on which the recipient issues the receipt. In case of any delivery of notices and communications beyond office hours after 16:00 or on non-working "Days", the next "Working day" would be assumed as the delivery date.

5-3- In case any "Party" to the "Contract" changes his address during the term of the "Contract", he shall inform the other "Party" twenty (20) "Days" in advance by a written notice. As long as the new address has not been notified to the other "Party", all letters and notices sent or delivered to the above-mentioned addresses shall be considered as having been notified.

**Article 6- Signed copies of the "Contract"**

This "Contract" is drawn up in 7 copies in Persian (except for the technical specifications which may be in English) and signed by the "Parties". All copies are of equal validity. The "Parties" are signing the “Contract” in confirmation of the foregoing.

<table>
<thead>
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<th>Seller</th>
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<tr>
<td><strong>Renewable Energy Organization of Iran (SUNA)</strong>*</td>
<td>Name:</td>
</tr>
<tr>
<td>Name: Seyed Mohammad Sadeghzadeh</td>
<td>Position:</td>
</tr>
<tr>
<td><strong>Position:</strong> Chairman of Board of Directors and Managing Director</td>
<td>Signature:</td>
</tr>
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<td><strong>Signature:</strong></td>
<td>Name:</td>
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<tr>
<td><strong>Name:</strong> Mohamad Taghi Zaafaranchizadeh Moghadam</td>
<td><strong>Position:</strong></td>
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<tr>
<td><strong>Position:</strong> Member of the Board of Directors</td>
<td><strong>Signature:</strong></td>
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In the name of God

General Conditions

Article 1- Definitions
The following terms in the "Contract" which are highlighted and placed inside quotation marks shall have the following specific meanings and may be used as per the case in the singular or plural form.

1-1- Electrical Energy
Means the active "Electrical Energy" resulting from the production process performed by the "Seller" from renewable and clean sources

1-2- Net Electrical Energy
Means the "Delivered Energy" minus the "Received Energy"

1-3- Delivered Energy
Means the "Electrical Energy" delivered by "Seller", after deduction of domestic usages of the «Power Plant" and losses to transformers and the internal grid, to the "Buyer" at the “measuring and delivery point”.

1-4- Received Energy
Means the electrical energy required by the "Seller" during the operational time that is supplied through [National Electricity Grid] [Local Distribution Grid] and received by the "Seller" at the "delivery and measuring point"

1-5- Operation
Means the commissioning and also proper functioning and use of the "Power Plant" in order to produce “electrical energy”

1-6- Permit
Means the authorization granted to the "Seller" by the [Deputy of Power and Energy of Ministry of Energy] [Renewable Energy Organization of Iran] as mentioned in Annex 1, also known as a license.

1-7- Project
Means all required measures for a successful performance of the "Contract" including the activities of the "Progress Period", obtaining permits, financing, engineering works,
procurement of materials and equipment, customs clearance, insurance, transportation to the site, construction, installation, completion or enhancement and/or construction of the transmission line required for grid connection, testing and commissioning of the "Power Plant" and the "Transmission Facilities", "operation" and maintenance of the "Power Plant" according to the terms and conditions of the "Contract".

1-8- Start Date of Construction

Means the date, according to the time schedule subject of Annex 5, on which the executive works of the "Power Plant" start.

1-9- Operation Start Date and Commercial Operation Start Date

1-9-1- "Operation Start Date" is the date on which, according to the provisions of paragraph 3.17 of the general conditions of the "Contract", the minutes for putting into operation of the [first group] [first unit] and start of electrical energy generation will be prepared and confirmed by the "Parties" signature.

1-9-2- "Commercial Operation Start Date" is the date on which, after completion of the "Construction Period", and having ascertained the total contractual capacity, the minutes for the commercial operation of the "Power Plant" will be prepared and confirmed by the "Parties" signature.

1-10- Effective Date

The date on which the Contract will be signed by the "Parties" and the "Buyer" notifies it to the "Seller". This date is the same date as start or conclusion or exchange of the "Contract".

1-11- Transmission Facilities

1-11-1- Radial connection of "Power Plant" to the ["National Electricity Grid"] ["Local Distribution Grid"]:

In this case, the connection of the "Power Plant" to the ["National Electricity Grid"] ["Local Distribution Grid"] is made through transmission facilities including an immediate post of the "Power Plant", connecting lines of this post with the first post of the ["National Electricity Grid"] ["Local Distribution Grid"] and also the relevant feeders of the ["National Electricity Grid"] ["Local Distribution Grid"]

1-11-2- Circular connection of the "Power Plant" to the ["National Electricity Grid"] ["Local Distribution Grid"]:

In this case, the connection of the "Power Plant" to the ["National Electricity Grid"] ["Local Distribution Grid"] is made through transmission facilities including an immediate post of the "Power Plant", connecting lines of this post with the first post of the ["National Electricity Grid"] ["Local Distribution Grid"] and also the relevant feeders of the ["National Electricity Grid"] ["Local Distribution Grid"] [connecting lines of this post with current lines of the ["National Electricity Grid"] ["Local Distribution Grid"].
1-11-3- The "Seller" is responsible, at his own expense, for all design works, construction (including supply and transportation of equipment, insurance and constructional works, installation), testing and commissioning and its costs of the "Transmission Facilities".

1-12- All Damages for Delay in Payments

Damages for every "day" of delay in payments of every 1,000,000 IRR are equal to:

(Minimum annual interest rate issued by the Monetary and Credit Council on a percentage basis plus 2) x 10000/365

For example, the damage caused by a one-"year" delay in payment of 1,000,000 IRR, by assuming a minimum interest rate of 15% per IRR approved by the Monetary and Credit Council shall be calculated as follows:

(15+2)X10000X1=170000

1-13- Buyer

"Buyer" means the Renewable Energy Organization of Iran (SUNA) which is a signatory "Party" of the "Contract". Successors and legal representatives of the "Buyer" shall be considered as the "Buyer".

1-14- Construction Period

As specified in the special conditions of the "Contract".

1-15- Commercial Operation Period

As specified in the special conditions of the "Contract".

1-16- Progress Period

As specified in the special conditions of the "Contract".

1-17- Day

Means a period of time according to the official hour of the Islamic Republic of Iran which starts from 00:00 and ends at 24:00hrs.

1-18- Working Day

Means every "day" of the week except for Thursday, Friday and official holidays.

1-19- Hour

Means a period of sixty (60) minutes.

1-20- Year

Means the solar year according to the calendar of the Islamic Republic of Iran.
1-21- SUNA

Means the Renewable Energy Organization of Iran and the notifying "Party" of the "Contract". All successors and legal representatives of the "Buyer" shall be considered as the "Buyer".

1-22- National Electricity Grid

Means the National Electricity Grid including the transmission lines and other necessary facilities for the transmission of "electrical energy" that are positioned after the delivery and measuring point, on the "Buyer's" side.

1-23- Local Distribution Grid

Means the "Local Distribution Grid" including medium pressure (11, 20 and/or 33 KV) and low pressure (0.4 KV) lines and other facilities for the transmission of electrical energy that are positioned after the "delivery and measuring point" on the "Buyer's" side.

1-24- Party

Means either the "Buyer" or the "Seller"

1-25- Parties

Means the "Buyer" and the "Seller".

1-26- Headings

Means the words and terms used as titles of Articles, chapters, or different sections of the "Contract" and serve exclusively as a guide or reference to the content of Articles, chapters and sections of the "Contract". They cannot be used for the interpretation of the "Contract".

1-27- Seller

Means the real or legal person who, as the "Seller", is a signatory "Party" to the "Contract" and his successors and legal representatives shall be considered as the "Seller".

1-28- Law

The laws and regulations of the Islamic Republic of Iran including, without any restrictions, the laws, by-laws, regulations, circulars, notifications as well as their amendments and replacements.

1-29- Contract

The "Contract" means the content of the Agreement, The special conditions, the general conditions and other documents subject of Article 4 of the Agreement.

1-30- Group
Means one or several wind turbines in wind "Power Plant" and/or solar panels in solar "Power Plants" working in parallel, the produced "electrical energy" of which is transmitted upstream through a feeder.

1-31- Month

Means a solar month in accordance with the calendar of the Islamic Republic of Iran.

1-32- Term of "Contract"

As stipulated in the agreement of the "Contract".

1-33- Grid management

Means Iran Grid Management Company.

1-34- Center

Means, as the case may be, the distribution control center or the grid control center.

1-35- Distribution Control Center

Means the control center of the "Local Distribution Grid".

1-36- Grid Control Center

Means the deputy director for Grid operation of the Iran Grid Management Company (National Center for grid operation and Monitoring of the National Electricity Grid) which is responsible for managing the national electricity grid and ensuring the conditions for the safe "operation" of the grid and the management for access and transit of "electrical energy" in the grid including domestic and exterior exchanges which is called, in short, the "Grid Control Center".

1-37- Agreement for connection to grid

Means a permit issued by [TAVANIR] [Regional Electricity Co.] [Electricity Distribution Co.] to determine the connection conditions of the "Power Plant" to the ["National Electricity Grid"] ["Local Distribution Grid"].

1-38- Connection point

Means the joint responsibility in the areas of “operation” and maintenance between both the "Seller" and the "Buyer, the details of which have been specified in the special conditions of the "Contract".

1-39- Measuring and Delivery Point
Means the installation point of the measuring systems (including measuring transformers and active meters) where, according to the grid connection permit, the "delivered energy" and/or the "received energy" is measured and delivered or received by the ["National Electricity Grid"] ["Local Distribution Grid"] accordingly.

1-40- Power Plant

Power Plant is comprised of the terrain on which are placed all installations for the production and transmission of the "delivered energy" to the "point of measurement and delivery", as well as the machinery and other structures which are utilized on site for the execution of the subject matter of the "Contract".

1-41- Unit

Means one generator motor in biomass Power Plants and/or one generator turbine in hydro-electric Power Plants, with a maximum capacity of 10 MW, or one generator turbine in geothermal or marine Power Plants or turbo expander or waste heat recovery in industrial processes and/or one unit of wind turbine, the "electrical energy" produced by them, is transmitted independently upstream through a feeder.

1-42- Measuring Unit

The measuring unit of the "electrical energy" is in kWh.

1-43- Total Costs

As stipulated in Article 1-7 of the general conditions of the "Contract".

1-44- Week

Means a period of seven (7) "Days" starting at 00:00 hrs Saturday and ending at 24:00 hrs Friday

Article 2- Permits

2-1- The "Seller" is responsible, at his own risk and expense, either personally or through the intermediary of third parties, for obtaining and extending all licenses and permits for the construction and connection to the ["National Electricity Grid"] ["Local Distribution Grid"] as well as any other necessary permits from any other relevant authority.

2-2- Upon request of the "Seller", the "Buyer" shall provide the "Seller" with letters in support of the licenses the "Seller" is required to obtain.

Article 3- Measuring and telecommunication systems

3-1- The "Seller" undertakes, according to the specifications stipulated in Annex 7 and in conformity with the conditions set in the "Agreement on Grid Connection" (Annex 2), obtain
and install and maintain at the designated place, at his own expense, the main relay energy
measurement systems and the telecommunication systems and, in case of need, proceed with
the necessary calibration, repair, or replacement. These tools shall be called the main
measurement tools.

3-2- The "Seller" shall be responsible for the installation, proper startup, maintenance and
testing the accuracy of performance of the main measurement and meteorological tools.

Note 1) The "Seller" undertakes to collect and to send to "Buyer" the meteorological station
information, according to standard related to wind fields on site, and meteorological and
photometric information (according to the standard) station installed in solar Power Plant site,
necessary measurement information such as incoming and outgoing water volumetric flow rate
in hydroelectric Power Plants, gas volumetric flow rate in biogas Power Plants, volume and
weight of garbage in incineration plants, volumetric flow rate and pressure of incoming and
outgoing gas in turbo expander Power Plants and the volume of recycled heat in thermal waste
recycling "Power Plants" in industrial processes.

Note 2) The "Seller" undertakes to provide the "Buyer" before the "Operation Start Date" all
technical specifications, instructions and information related to the purchased meteorological
stations before installation and obtain the "Buyer's" confirmation.

Note 3) The "Seller" undertakes before the "Operation Start Date" of "unit(s)" to prepare,
install, seal and adjust, at his own expense, the main measurement tools and
telecommunication systems in the presence of the representative named by the "Buyer" and
prepare the minutes and submit it to "Buyer" for approval.

Energy measurement systems connections must be based on agreements between the "Seller"
and the "Buyer". Energy measuring systems that are to be procured and installed must, under
all circumstances, be able to measure the "delivered energy" and "received energy" and register
their volume continuously with a suitable separate method in such a way as to be used in
calculating the payments.

In those "Power Plants" connected to 20kv lines and higher it is necessary to install a remote
reading telecommunication system with confirmed specifications of the "Buyer". The "Seller"
is obliged to procure and install these systems, at his own expense, in delivery and measuring
point.

The representatives of the "Parties" should agree on exact position, connections and directions
of energy measuring systems, three (3) months prior to the "Operation Start Date". The class
of measuring transformers feeding the measuring circuits and meters of active load should not
be more than %0.2.

In addition to the main and back-up measuring systems, the "Buyer" may install an energy
measuring system at the substation where the ["National Electricity Grid"] [Local Distribution
Grid"] is connected to the "Power Plant". The "Buyer" is responsible for the installation costs
of this system. This measuring system also will be inspected and tested in accordance with
Article 4 of the general conditions of the "Contract" and the "Buyer", in addition to the costs of
testing, will be responsible for the costs of maintenance, repair and replacement of the said
systems.
3-3-Energy measuring systems should be installed in a suitable place (installation place) and protected against all external elements and effects. Once the protection and calibration of systems are approved by both "Parties", they shall be sealed. The breaking and replacement by a new seal can only be made by person(s) recommended in writing by the "Buyer" to the "Seller" and in the presence of representatives of the "Seller" with the aim of inspection, maintenance, test, regulation and calibration of the measuring systems and minutes of the meeting shall be executed thereto. The sealing method should be agreed upon by both "Parties".

Article 4- Testing of Measuring Tools

Measuring systems and their components shall be inspected and tested in the following manner:

4-1- One (1) month prior to "Operation Start Date" and at least once in six (6) month after the "Operation Start Date", the representative of the "Parties" shall test the accuracy and calibration of the energy measuring tools in accordance with customary test methods of the National Electricity Industry. The "Seller" must inform the "Buyer", within 7 "Working Days" before the calibration date in order to ensure the presence of its representatives. The costs of these tests shall be borne by the "Seller".

4-2 If it is determined that a part of energy measuring systems is defective or not within the accuracy or sensitivity limits specified in Annex 7 and clause 3-1 of the general conditions of the "Contract", the "Seller" undertakes to repair or replace the relevant part at his own expense and to test, calibrate and seal the said system after its installation on the designated point in the presence of the "Buyer's" representatives.

4-3- Whenever, at any time outside the testing dates, one "Party" pursuant to inspections claims that a measuring system is defective or is not within the accuracy or sensitivity limits, the claiming "Party" is entitled to require the testing of the relevant measuring system in the presence of the representative of both "Parties", in compliance with prevailing methods at a previously proposed and agreed date. In case of disagreement on the date between the "Parties", the test will be performed at most within seven (7) "Working Days" after the notification date. The testing method should be in compliance with standards acceptable to the "Buyer". In case of observation of any defect beyond the acceptable limits of the class of accuracy of the measuring systems as provided in Annex 7 and clause 3-1 of the general conditions of the "Contract", the "Parties" undertake to use a back-up measuring system. And if a defect is also observed in the back-up measuring system, then the "Parties" shall use the current measuring system in substation at the ["National Electricity Grid"] ["Local Distribution Grid"]. In this case, the measurements shall be corrected with due regard to line decrease between the "Power Plant" and the said substation. (Line decrease should be calculated on the basis of previous measurements made by the energy measuring systems located at the "Power Plant" and the energy measuring system located at the post of the ["National Electricity Grid"] ["Local Distribution Grid"]. The "Delivered Energy" and the "Received Energy" which have not been measured accurately, shall be calculated accordingly, the minutes of which shall be signed by the "Parties".

4-4- When one of the "Parties" claims that any part of energy measuring system is defective as specified in clause 3-4, but it turns out after testing that the said system is able to measure accurately, then all of the test costs shall be borne by the claiming "Party".
4-5- In case the "Parties" do not reach an agreement about current defects in the energy measuring systems after tests and inspection, this dispute shall be settled in accordance with the terms of Article 10 of the general conditions of the "Contract" (Disputes Settlement).

Article 5- Reading the Measuring Tools subject of the "Contract"

The amount of "Delivered Energy" by the "Seller" to the "Buyer" shall be determined by using remote reading energy measurement systems.

5-1- The total of energy recorded in the "Grid Control Center" which is submitted to the "Parties" on a monthly basis, shall determine the basis for the invoices issued.

5-2- In case the remote reading energy measurement systems are temporarily disconnected or out of circuit, determination of production level and amount of energy to be produced in the "Center" shall be made by enquiry from the "Seller" or by using the information of other peripheral equipment and shall finally be based on the amount announced by the "Center".

5-3- The amount of energy recorded by the "grid control center" from 00:00 hrs of the first "Day" of each month until 24:00 hrs of the last "Day" of the same month, shall be calculated to determine the amount of energy delivered to the "Buyer" by the "Seller".

5-4- The procedure for transmitting the amount of measurement systems: The figures read by meters as well as meteorological data shall be sent through the "Grid Management" company to www.IGMC.ir. Any change in the aforesaid procedure shall be notified to the "Seller" through the measurement office.

Note: The establishment of a telecommunications network and payment of its costs for sending all the measured data for monitoring in the control center (in the case of wind "Power Plants" including an anemometry system and meteorological towers) shall be borne by the "Seller".

5-5- If it is determined that the seal of a part of the main energy measuring system is broken or if the system is incapable of recording the measurement and/or it is determined after testing or inspection that the measurement made by the main measurement system is not accurate, then the exact volume of "delivered energy" and/or "received energy" shall be calculated from the last measurement when the results of the main measurement system were close to the results of the back-up system, by using the measurement of the back-up system. If it is determined that the seal of the back-up measuring system is also broken and/or it is not capable to record any measurement or, if it is determined that the measurements performed by back-up measuring system are not accurate after relevant tests and inspections, the exact volume of delivered energy and/or received energy would be specified by the use of the current measuring systems at the substation of the ["National Electricity Grid"] ["Local Distribution Grid"] as mentioned in clause 4-3 of the general conditions of the "Contract". In case there is no measurement system at the substation of the ["National Electricity Grid"] ["Local Distribution Grid"], the required statement will be adjusted in accordance with current documentation and information existing at the ["National Electricity Grid"] ["Local Distribution Grid"].

Article 6- Payment Method
6-1- The "Buyer" will open a revolving letter of credit in Rials for payments subject to the "Contract" before the "Operation Start Date" in accordance with form indicated in Annex10 and/or any other bank-accepted form at an Iranian Bank with a minimum validity period of six (6) months and equal to the amounts which should be paid by the "Buyer" to the "Seller" for the next six (6) months in accordance with the terms of the "Contract" and the estimation indicated in Annex 8. This revolving letter of credit will be extended before its expiration date during the "Operation period" of the "Power Plant" for an amount at least equal to the estimation of the next six (6) months in a way to cover all "Contractual" payments.

Note: The "Buyer" shall bear the costs for opening the revolving letter of credit and the "Seller" shall pay the costs for extension until completion of the "Contract".

6-2- The "Buyer" undertakes to review the statement of the "Seller" as prepared in accordance with Article 5 of the general conditions of the "Contract" and Annex 9 of the "Contract" within forty five (45) "Days" after receipt thereof. In case of approval of the statement, the "Buyer" shall send a copy thereof accompanied with all required documents to the credit opening bank for payment.

6-3- If the "Buyer" does not accept, in whole or part the amount indicated in the statement, it shall notify the "Seller" by indicating the amount in dispute and its reason within fifteen (15) "Days" after receipt of the statement. Subsequently, within the time-limit specified in clause 6-2 it shall issue a payment order for 100% (one hundred percent) of the amount approved and 70% (seventy percent) of the amount in dispute (not exceeding the amount of regular statements issued similarly in past "months") on an on-account basis, and shall send the relevant documents to the credit opening bank for further payment. If no agreement is reached with regard to this dispute within seventy five (75) "days" of receipt of the statement, the matter in dispute shall be settled in accordance with Article 10 of the general conditions of the "Contract".

6-4- The "Buyer" undertakes, within seventy five (75) "Days" of receiving the "Seller's" statement, to carry out the necessary verifications with the grid management about the volume of "net electrical energy" and determine the final approved amount of the statement in accordance with the "net electrical energy" confirmed by the "grid management". In case the final approved amount is lower or higher than the amounts paid under Clauses 6-2 and 6-3, the difference shall be accordingly added to or deducted from the "Seller's" next monthly statement.

6-5- Any dispute between the "Parties" with regard to Clauses 6-3 and 6-4 shall be settled within seventy five (75) "Days" from receipt date of the statement, through negotiation. In case the "Parties" cannot reach an agreement thereto within the above-mentioned time-limit, the matter in dispute shall, upon request of either "Party" be settled in accordance with Article 10 of the general conditions of the "Contract".

6-6- In case the "Seller's" statements are approved and ready to be paid in accordance with the above Articles, but the letter of credit in Rials subject of Article 6-1, is not opened for any reason, "Buyer" shall pay directly these statements within the above-mentioned time-limits.

6-7- "Seller" undertakes to pay any statements issued by the "grid management" for reactive power absorbed by the "Power Plant". This reactive power shall be measured by the reactive meters installed at the "Power Plant" in accordance with the specifications in Annex 7. In case the statement related to this reactive power is not paid within thirty (30) "Days" after its issuance, the "Seller" shall irrevocably authorize the "Buyer" as per the declaration of the grid
management to deduct the relevant amounts from the first "net electrical energy" statement issued by the "Seller" and to pay it to "grid management".

6-8- "Seller" is authorized to prepare an annual comparative statement within two (2) months after the end of each "year" for the relevant "year" and send it to the "Seller" for consideration in such a way that the price of the "net electrical energy" is recalculated, in view of the incurred damages and penalties and other contractual deductions, in order to determine the amounts payable to the "Seller" by the "Buyer" or to the "Buyer" by the "Seller"(as per the case). Whenever, according to the annual comparative statement, the "Seller" is debtor or creditor of the "Buyer" that part of the debt or credit that is confirmed the "Buyer", shall be added to or deducted from, as per the case, the first monthly statement for second month of next year. If debt amount of the "Seller" is more than the price of that statement, the difference would be deducted from next monthly statements. The "Buyer" may upon the "Seller's" request, apportion and receive payment of the debts from the "Seller", in three (3) monthly installments, taking into account all late payment damages. In case of any disputes, the matter shall be duly settled upon request of either "Party" in accordance with Article 10 of the general conditions of the "Contract".

6-9- In case an amount payable by the "Parties" under the "Contract" is not paid within the time-limit specified by the Contract, the "Party" in default undertakes to calculate and pay the relevant "late payment damages" for the unpaid part from the due date up to the payment date.

The "Parties" agree that with the payment of the late payment damages by the debtor “Party” to the other “Party”, they will have no other claims for late payment damages as of that date.

6-10- The "Buyer" shall not make any other payments other than those specified in the "Contract".

Article 7- Total Costs and Financing

7-1- "Total Costs" mean all the costs for executing the "Project", whether it be in Iran or outside, including the costs arising from investment obligations and “operation” costs such as financing, design, supply of land, supply of equipment, transportation to the site, establishment, installation, testing and commissioning, operation, maintenance and management of the "Power Plant" and transmission facilities, energy production, connection to the grid, supply of measuring tools, supply of required water, electricity and gas during the "Operation period", and also supply of required water, electricity and gas during the "Construction Period", establishment of access routes, supply of energy or consumed fuel of the "Power Plant" and energy delivery to the "measuring and delivery point" plus all charges, insurance, taxes, consulting costs, financing costs and other costs that are borne by "Seller" in compliance with the "Contract".

7-2- The "Seller" is exclusively responsible for the financing of the payment of the "total costs". It also exclusively bears the risk for the costs without any changes to the purchase rate of "net electrical energy". The fact that the "Seller" may decide to benefit from banking facilities and/or any other credit mechanism for financing the "total costs", will not in any manner create any responsibility for the "Buyer" towards the "Seller" and/or the suppliers of financing or facilities (banking or credit institutes).
7-3- In case of using a banking or a credit facilities, the "Seller" undertakes to sign the financing agreements with the suppliers in a manner that is consistent with the content of the "Contract".

Article 8 - Representatives

8-1- The "Buyer" shall designate, in writing, to the "Seller" its representative(s) for the "Construction period" within fifteen (15) "days" from the "Effective date of Contract", and its representative(s) for the "Construction period" within five (5) days from the "Operation start date". All instructions and documents notified to the "Seller" by the representative(s) of the "Buyer" within the specified scope of authorities are considered as to be notified by the "Buyer".

8-2- The "Seller" shall designate in writing, to the "Buyer", his representative(s) within fifteen (15) days from the "Effective date of contract". All actions of the representative(s) of the "Seller" within the specified scope of authorities are considered as the actions of the "Seller".

8-3- The "Buyer" and the "Seller" shall negotiate and determine the scope and terms of the powers that their own representatives will have through the "Construction period" and/or the "operation period" within ten (10) "Days" from the "Effective date of Contract".

8-4- The "Buyer's" representative is entitled to visit the "Power Plant" at any time throughout the "Contract" period.

8-5- Visits by the "Buyer's" representatives shall not release the "Seller" from his "Contractual" obligations.

Article 9 - Governing Law

The "Contract" shall be governed in all respects by the "laws" of the Islamic Republic of Iran.

Article 10 - Settlement of Disputes

10-1- Unless otherwise stipulated in the "Contract", any disputes whatsoever arising from the execution, interpretation or meaning of the terms of the "Contract", the "Parties" shall endeavor to resolve this dispute within a thirty (30) day period upon receipt of a notice from the other "Party" by mutual negotiations. If they do not reach an agreement within this period, the matter under dispute as per request of either "Party" shall be referred for resolution to a committee consisting of one representative from each "Party" to the "Contract" and a mutually agreed expert.

In case no agreement is reached in choosing a mutually agreed expert or in case either of the "parties" objects to the opinion of the expertise committee, he can refer the matter to the competent legal authorities.

The opinion of the expertise committee shall be enforceable until a final judgment is issued by the competent legal authorities.

10-2- During the period the dispute settlement is under consideration:
A) The "Seller" undertakes to continue his obligations arising from the "Contract" for the production and delivery of the "net electrical energy". The "Buyer" also undertakes to pay all payments due under the "Contract" according to the Article 6 of the general conditions of the "Contract".

And

B) The "Parties" are entitled to apply their right to terminate the "Contract" by virtue of the terms of another Article of the "Contract" regardless of any opinion issued by the expertise committee.

Article 11- Laws and Regulations

The "Seller" confirms that he is completely informed of all the laws and regulations related to the "Contract" including those related to taxes, labor, and social security, technical and environmental protection and undertakes to apply them inter alia with respect to his own personnel. In all cases, the "Buyer" shall not be responsible for the "Seller's" failure to apply the above-mentioned laws and regulations.

Article 12- Changes in Laws

12-1- In case after concluding the "Contract", due to the adoption of new laws and regulations in Islamic Republic of Iran, public taxes and tariffs and charges accrued on the "Contract" are changed in a manner affecting totally or partially the prices mentioned in the "Contract", the "Buyer" or the "Seller", as per the case, duly undertake to consider the effects of the decrease or increase and compensate them accordingly.

12-2- In case the "Seller" is notified of new by-laws and directives specified in the special conditions of the "Contract", and their application entails certain costs for the "Seller", such costs shall be taken under consideration by the "Buyer" as per the request of the "Seller", and will be duly compensated.

12-3- In case the "Seller" is temporarily prevented from the "operation" of the "Power Plant" due to the adoption of legal provisions or final judicial judgements, the "Contract" shall be suspended at the request of the "Seller" for a maximum period of 6 "months" without any payments by the "Buyer". In case such impediments are not removed during the suspension period, the "Buyer" shall have the right to terminate the "Contract".

Article 13- Notices in Writing

Except for the orders issued by the ["grid control center"] 8 ["distribution control center"] 9, all orders, resolutions, agreements and instructions are only binding on the "Buyer" if notified in writing and if it is necessary for observance by the "Seller".

Article 14- Termination of Contract

In addition to those other articles of the "Contract" which provide for the right to terminate the "Contract", the "Buyer" is also entitled to terminate the "Contract" in the following cases:
14-1. Judgment by a competent court ordering the seizure or confiscation of the "Seller's" assets.

14-2. A "Seller" is declared bankrupt by a competent court or, having been judged unable to produce "Electrical Energy" for a period of six (6) "months" due to causes not attributable to it, the competent court has ordered the liquidation or dissolution of the "Seller", appointed a bankruptcy receiver, trustee or trustee of the court for the totality or preponderant part of the "Seller's" assets and rights.

14-3. Occurrence of circumstances or adoption of measures imposed on the "Seller" by a judicial decision binding for it, which have an effect that is equal or similar to the events specified under Clause 14-2 or a situation wherein the "Seller" does not continue its obligations as the producer or the "Seller" of renewable "Electrical Energy" or suspends it for more than six (6) "Months".

14-4. "Seller's" failure to respect the terms of Clause 19-1 of the general conditions of the "Contract".

14-5. Cancellation of the connection permit to the grid and/or cancellation/expiration of the validity of the permit issued by Iran's Environmental Protection Organization, shut-down of the "Power Plant" by the Organization due to the "Seller's" "side" failure to respect the relevant regulations or failure to rectify the defects of the "Power Plant" within the time-limits prescribed by the Agency’s previous notices.

14-6. When it is brought to the knowledge of the "Buyer" that the "Seller" is subject to the prohibitions specified in Article 20 of general conditions of the "Contract".

**Article 15 - Force Majeure**

15-1. For the purpose of this "Contract", force majeure events are those incidents and situations which are not foreseeable and are directly or indirectly out of the control of affected "Party" and:

A) Are not attributable to any act or omission of the affected "Party",
B) Are inevitable and cannot be prevented by the affected "Party" in spite of all efforts,
C) Prevent the affected "Party" from performing his obligations (except for payment obligations), provided that the affected "Party" has taken all necessary precautions, cares and preventive measures to avoid or overcome the impact of these incidents on its ability to perform its obligations.

15-2. Political force majeure

According to the above-mentioned Clause 15-1, a political force majeure should be limited to situations and incidents caused by a clear enemy or a terrorist act or a declared / non-declared war, riot, rebellion or internal disturbance which takes place in the Islamic Republic of Iran.

15-3. Other force majeure situations

Other force majeure events include incidents created by (or arising from) the following cases:
A) Any natural disaster such as earthquakes or serious climatic conditions like thunderstorms, cyclones, storm, floods, snow or frost or
B) Fires or explosions or
C) Strikes or any syndicate measures with an industrial impact and but not arising out of a dispute between the "Party" invoking the force majeure event and the other "Party" or between the shareholders of either "Party" and/or personnel of any directly or indirectly affiliated company or the mother company of the invoking "Party".

15-4- The effects of force majeure

Pursuant to the Article 15 of the general conditions of the "Contract", the "Party" affected by force majeure is exempted from performing his "Contractual" obligations to the extent related to force majeure. Non-performance of the obligations for this reason shall not be deemed as his failure, provided that the affected "Party" does not receive any compensation thereunder, or that there would have been no default of the "Party" affected by force majeure in the absence of such situation, or that he has performed his obligations according to Article 15-5 hereunder.

15-5- Mitigation

The affected "Party" shall make all reasonable attempts to remove, remedy and control the effects of the force majeure event and reduce its impact on the other "Party".

15-6- The consequences of the political force majeure

If, as a result of the political force majeure, the "Seller" is unable to "operate" the "Power Plant" for ninety (90) continuous "Days", upon the request of the "Seller" and agreement of the "Buyer", the "Contract" shall be suspended for a maximum period of 6 “months” without any payments until the political force majeure event (at the discretion of the "Buyer") ceases to exist and the "Seller" can request an extension of the "Contract Term" for a period equal to the duration of suspension period and the "Buyer" shall agree with such request. Cessation of the force majeure event shall be notified by the "Buyer" to the "Seller" and shall set the ground for future action.

Note: In case the "Seller" has received banking facilities for financing the "project", installments of which have not yet been amortized, upon request by the "Seller", necessary action will be taken in order to proceed with a pre-purchase or on-account payment against deposit of a bank guarantee for the above-mentioned suspension period.

15-7- The consequences of other force majeure events:

If other force majeure events affect the ability of the "Seller" for supplying "electrical energy" in accordance with the terms of the "Contract", the "Buyer" shall have no responsibility therein.

Article 16- Modifications in the Contract

Any amendment or modification of the terms of the "Contract" should be made in writing and by drafting an addendum which shall be signed and exchanged, after the necessary formalities, by the "Parties" or their authorized representatives.
Article 17- Test and Start-up and Connection to the Grid

17-1- "Seller" undertakes to thoroughly comply with and respect the terms of "Agreement of connection to Grid" with regard to finalized regulations of the protective relays and the program that shall be used for testing the ["Group”s] ["Unit”s] ["Power Plant”].

17-2. "Seller" undertakes to notify the decisions related to the commencement of the tests mentioned in Clause 17-1 to the "Buyer” forty-five (45) "Days" or earlier, if agreed between the "Parties". The "Buyer's" representatives are entitled to be present at the power plant for supervising the tests of the protective relays to the ["Country's Electricity Grid"] ["local distribution grid “] . "Seller" shall provide unhindered access for "Buyer’s" representative for the purpose of the above-mentioned supervisions.

17-3- Upon successful completion of the required tests of [each "Group”][25] ["Unit”][26] ["Power Plant”] in compliance with directives required by the Ministry of Energy, "Buyer" and "Seller" shall issue a joint certificate confirming the commencement of operation of [that group ] [11] [that "unit"] [12] [commercial "Power Plant”][13].

17-4- "Buyer" has no obligation, prior to the scheduled date for the start of the operations of each ["Group”][25] ["Unit”][26] ["Power Plant”], to purchase energy from that ["Group”] ["Unit”] ["Power Plant”]. But in case the "Seller" succeeds in completing any ["Group”][25] ["Unit”][30] ["Power Plant”] for "operation” prior to the scheduled date, the "Seller" may notify the "Buyer” ["Group”] ["Unit”] ["Power Plant”] thereof in writing, and in case the transmission facilities have also been completed, "Buyer” may notify the "Seller” that it is ready to receive the "electrical energy” before the above-mentioned scheduled date. In this case, the "Parties” shall issue a joint certificate confirming the "Operation Start Date”.

17-5- After the "Operation Start Date”, the "Seller” has no right to make any changes, contrary to the terms of the agreement for connection to the Grid, in any protection system and its regulations which is relevant and effective on ["National Electricity Grid"] ["Local Distribution Grid"] in a way to change the safety and reliability of [Groups][25][Units][26][ "Power Plant”],unless prior "approval of Grid Management” in written has been obtained.

Article 18- Intellectual Property

18-1- "Seller” is sole responsible for any breach of intellectual property with respect to specifications, drawings, technical specifications and other technical information including any tools and equipment that has been supplied and used by the "Seller” on an exclusive basis for this "Contract”.

18-2- The "Seller” shall hold harmless and indemnify the "Buyer” for any action, claims, demands, requests and costs arising from any violation of exclusive copyrights, name and trademarks, and industrial design rights arising from use of that design, construction drawing, technical material, exclusive rights and the like, related to the equipment of the "Power Plant” subject of the "Contract”.

18-3- In case of any claims or proceedings against the "Buyer” arising from the subjects indicated in clause 18-2, the "Buyer” should immediately inform the “Seller” in order to enable the latter to proceed with the settlement and required legal steps. In any event, the "Buyer"
shall not, under any circumstances, be held responsible in such cases and obliged to compensate any damages.

Article 19- Assignment

19-1- Upon prior written approval of the "Buyer", the "Seller" is entitled to assign and transfer his rights or obligations under the "Contract" after commercial operation of the "power plant", in part or whole, through one or several transaction(s) to third parties.

19-2- The "Buyer" is entitled, within the limits of the prevailing laws and regulations, to assign or transfer all or part of his rights and /or obligations in the “contract” to a third legal person. In this case, the "Buyer" shall immediately notify the "Seller" of the transfer in writing and the "Seller" shall take notice of the transfer.

Article 20- Legal Prohibitions

Upon signing the "Contract", the "Seller" confirms that he is not subject to any prohibitions enumerated in the Non-interference "Law" dated 12 January 1959.

Article 21- Non- Waiver of Rights

A failure or delay by the "Parties" in invoking a right provided in the "Contract" shall not be considered as waiver of that right and the partial invocation of a right shall not bar the complete use of that right. And a failure to demand performance of obligations shall not be considered as a waiver of the right of the beneficiary to demand performance thereof.

Article 22- Divisibility

If at any time one of the provisions or terms of the "Contract" become legally invalid, unlawful or unenforceable, the remaining provisions and terms shall remain valid and enforceable.

Article 23- The effect of Change of Circumstances on Contract

If in the course of the performance of the "Contract", a circumstance occurs which is not attributable to the act or omission of the "Parties" but which affects considerably the rights of the "Parties" in a way that changes the "Contractual" equilibrium and balance that makes the performance of the Contract understandably difficult and/or any if the changed circumstances, render the performance of the "Contract" impossible, in spite of reasonable and customary efforts, then the "Parties" may, in view of the new circumstances, negotiate in order to reach new agreements for performing the "Contract". In case of disagreement, the dispute shall be settled according to Article 10 of the general conditions of the "Contract" (Disputes Settlement).

Article 24- Cooperation of Parties

The "Parties" acknowledge the importance of true cooperation for the progress of the executive obligations subject of the "Contract". If a problem occurs in the course of performance of the obligations, they are bound by such cooperation to notify each other of the issue as soon as possible and carry out the necessary coordination in order to find the best solution within the minimum period of time.
Article 25- Safety and Security

25-1- During the "Construction Period" and "Operation" of the "Power Plant" the "Seller" undertakes in order to prevent any loss or damages to the life and property of the general public, real or legal persons and the "Seller" take all necessary and expected precautionary measures. The "Seller" shall bear sole responsibility for these losses and damages resulting from its activities in accordance with the prevailing laws and regulations.

25-2- In case of occurrence of any incident arising from the act or omission of the "Seller" that may endanger public safety, the "Seller" undertakes to proceed immediately with the necessary and expected measures for removing the danger in question.

Article 26- "Contract" Language

Persian is the language of this "Contract". Any documents, notices, declarations, reports, statements and etc. related to the "Contract" and exchanged between the "Parties" shall be in the Persian language. But in case certain terms, phrases and technical documents are in English, they shall be written in that language and considered valid.
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In the name of God

Special Conditions

Article 1- Other Obligations of the Seller and the Buyer

In addition to the obligations of the "Parties" specified in other Articles of the "Contract", the "Parties" shall also have the following additional obligations towards each other:

1-1- Other Obligations of the "Seller"

1-1-1- The "Seller" is undertakes to submit to the "Buyer" a bank guarantee for the "Progress period" in the amount of .............. IRI Rials\(^2\) which shall be valid until the end of the "Progress period" and may be extended up to three additional “months” thereafter upon request of the "Seller". The said guarantee shall be released after completion of activities scheduled for the "Progress Period".

Note: If the "Buyer" considers “at his own discretion, during the "predevelopment period” that the "Seller" has failed to perform the activities pertaining to the "Progress period", including the obtaining of the environmental protection and grid connection permits, or other required permits, the "Buyer" shall call the bank guarantee related to the "Progress period" and notify the "Seller" accordingly in writing and the "Buyer" shall have the right to terminate the "Contract" according to Article 4 of the special conditions.

1-1-2- The "Seller" undertakes as of the "effective date of the Contract" to perform his obligations including the financing of the "Project" and conclusion of executive contracts with the relevant contractor(s) in order to fulfill the subject matter of the "Contract" as per the time schedule stipulated in Annex 5.

1-1-3- For the purpose of concretizing the subject of the "Contract", the "Seller" undertakes to establish and start up the required facilities, including the "Power Plant" and the "transfer facilities" according to the relevant specifications mentioned in Annexes 4 and 6 and in compliance with conditions set in the "Agreement on Connection to Grid" (Annex 2).

In any event, the "Buyer" shall have no responsibility for the connection to grid (including relay, completion and modification of upstream grid) or the "transmission facilities". Any eventual costs in this connection shall be borne by the "Seller".

1-1-4-In case of a radial connection of "Power Plant" to ["National Electricity Grid"]\(^6\) ["Local Distribution Grid"]\(^7\), the "Seller" shall be responsible for the "operation" of the "Power Plant" and the immediate ..............KV Post of the "Power Plant" and will, without consideration, transfer the ownership and operation of the .............. KV line and relevant feeders of the ["National Electricity Grid"]\(^6\) ["Local Distribution Grid"]\(^7\) substation to the [............... Regional Electricity Co.]\(^4\) [...........Electricity Power Distribution Company]\(^5\). (The "Measuring and

\(^2\) «Power Plants» with the capacity of less than 100 KWH are exempted from submission of bank guarantee for “Progress Period”. The amount of bank guarantee for a «Power Plant» with the capacity up to 5 MWH is equal to 1 percent of investment cost and for «Power Plants» with the capacity between 5 to 10 MWH in respect of the excess capacity is equal to 0%05 of the cost of investment and for «Power Plants» with capacity of more than 10 MWH with respect to excess capacity, is equal to 1/10 of one percent of the cost of investment.
Delivery Point” will be in accordance with the first mode of radial connection of the “Power Plant” to the grid as mentioned in Annex 6). (Similarly, it shall be responsible for the ………… KV line and will transfer the ownership and "operation", without consideration, of the relevant feeders at the ["National Electricity Grid"]6 ["Local Distribution Grid"]7 substation of to the [………… Regional Electricity Co.]4 [……………..Electricity Power Distribution Company of]6. (The “Measuring and Delivery Point” will be in accordance with the second mode of the radial connection of the "Power Plant” to the grid as mentioned in Annex 6))

In case of circular connection of the "Power Plant" to the["National Electricity Grid"]6 ["Local Distribution Grid"]7, and after installation and startup of "transfer facilities", the "Seller" shall transfer the ownership and "operation", without consideration, of the (Immediate) substation to "Power Plant" and the lines and relevant feeders of the ["National Electricity Grid"]6 ["Local Distribution Grid"]7 substation (If available) to the [………… Regional Electricity Co.]4 [Electricity Power Distribution Company]5.

1-1-5- The [……………… Regional Electricity Co.]4 [………………Electricity Power Distribution Company]5 is responsible for the "operation, maintenance, repair and replacement costs of the "transfer facilities" after the "connection point" towards the "National Electricity Grid" (that part of the "transfer facilities" that has been delivered as mentioned above to the [……………… Regional Electricity Co.]4[……………… Distribution Company of Electricity Power]5. Thereafter, this part of the "transfer facilities" shall be considered thereafter as part of the ["National Electricity Grid"]6 ["Local Distribution Grid"]7.

1-1-6- The “Seller” undertakes, at his own expense, to procure and install equipment which, according to the "agreement on connection to grid", is necessary for the prevention of harms and damages by the "Power Plant" to the ["National Electricity Grid"]6 ["Local Distribution Grid"]7 and vice versa.

1-1-7- The "Seller" undertakes to procure and install the necessary equipment and systems for interconnecting with the ["Grid Control Center"]8 ["Distribution Control Center"]9.

1-1-8- The "Seller" undertakes to submit every three “months” work progress reports to the "Buyer" during the "Construction period”. This report should at least include the work progress through the reporting period and a comparison between the work progress and the time schedule.

1-1-9- The "Seller" undertakes to obtain a permit for connection to the ["National Electricity Grid"]6 ["Local Distribution Grid"]7 at most two (2) "months" before the "Start of Operation" and submit a copy thereof to the "Buyer".

1-1-10- The "Seller" confirms that compliance with the orders of the ["Grid Control Center"]8["Distribution Control Center"]9 is the most important element for maintaining the stability of the Electricity Grid. Therefore, "Seller" shall comply with any order for reduction or stoppage of production in the "Power Plant" by the [Grid Control Center]8, ["Distribution Control Center"]9.

In case the "Seller", despite the above-mentioned order, continues the "electrical energy" production in the "Power Plant", no payment shall be made for the excess energy produced. Moreover, the "Seller", according to the procedure approved by the Ministry of Energy, shall be subject to compensation of damages, the amount of which will be deducted from the "Seller's" next statement. In case the amount of the "seller's compensation accrued according to this
paragraph is more than the amount of the said statement, the difference will be deducted from the following statements.

1-1-11- The "Seller" shall comply with all the orders of the ["Grid Control Center"]\(^5\), ["Distribution Control Center"]\(^9\). The said center shall issue those orders in consideration of the technical limitations of the "Power Plant" as stipulated in Annex 4. In case of any discrepancy between the issued orders and the technical limitations of the "Power Plant", The "Seller" will immediately notify the matter, referring to the relevant resulting consequences, to the ["Grid Control Center"]\(^5\), ["Distribution Control Center"]\(^9\). If the "Control center" insists on compliance with the orders, the "Seller" is obliged to perform the orders and in case of any damages, compensation will be made under the provisions mentioned in Article 1-1-12 of the special conditions of the "Contract".

1-1-12- After issuance of order of reduction or stoppage of "electrical energy" production of the "Power Plant" by the ["Grid Control Center"]\(^5\), ["Distribution Control Center"]\(^9\) or incurring damages under Article 1-1-11, the "Seller" will send to the "Buyer" the statement of price of "Net Electrical Energy" that has not been received and/or relevant damages, accompanied with necessary technical documents, for further consideration and payment at most within fifteen (15) "Days".

1-1-13-The "Seller" undertakes to comply with all procedures, regulations, by laws and necessary standards including the documents mentioned in the "Contract" and all documents issued and declared by the competent authorities including the Ministry of Energy and/or ["Grid Control Center"]\(^5\), ["Distribution Control Center"]\(^9\) throughout the "Contract Term". In case of any violation of the terms of the above-mentioned provisions, the "Seller" shall be held responsible for any loss and damages to life and property. Moreover, if due to failure in observance of this paragraph and the terms of Clauses 1-1-6 and 1-1-11, any damage is incurred by the ["National Electricity Grid"]\(^6\) ["Local Distribution Grid"]\(^7\) the "Seller" is obliged to pay any statement issued in this respect by the [.......... Regional Electricity Co.]\(^4\) [.... Distribution Company of Electricity Power] and the "Seller" authorizes the "Buyer" irrevocably to deduct such amounts from the "Seller's" next statement. In case the "Seller" denies the occurrence of any damage or has an objection to its amount, it may refer the matter to the Disputes Settlement authority in order to settle the dispute in accordance with Article 10 of the general conditions of the "Contract" (Disputes Settlement).

1-1-14- The "Seller" is responsible for procurement and costs of raw materials for the supply of energy consumed and also the costs of the energy consumed by the "Power Plant".

1-1-15- The "Seller" undertakes to take necessary measures for regulating the power factor of the "Power Plant" in accordance with the standards and the "Agreement on Connection to Grid" and supply the required equipment at his own expense.

1-1-16- In case of financing of the project by banks and financial institutions, the "Seller" may, by written request and designation of the bank or financial institution and providing the necessary documentation for the financing of the "Power Plant", give authorization to the "Buyer" to pay the value of the electricity supplied to the grid, in conformity with the "Contract" against remittance of verified invoices to the bank or the financial institution on a specified account in a bank located in Iran, in case of the "Seller's" failure to honor its installments to the bank or the financial institution, upon mere declaration of the designated bank or financial institution and without need of any legal or judicial measures. In this case, the "Seller" divests himself of any rights of claim or objection.
The export of the price of the sold electricity energy abroad, requires confirmation by the Organization for Investment and Technical Assistance of Iran and other relevant authorities.

[1-1-17 Regarding the Biomass "Power Plants", the "Seller" is responsible for the supply and costs of the waste required for the "Power Plant" and shall conclude the necessary agreements on this matter with the Municipality and/or Province Office and other relevant organizations.]

[1-1-17- Regarding the Landfill (landfill gas) "Power Plants", the "Seller" is responsible for the supply and the costs of the landfill gases required for the "Power Plant" and shall conclude the necessary agreements on this matter with the Municipality and/or Province Office and other relevant organizations.]

[1-1-17 Regarding small Hydro "Power Plants", the "Seller" is responsible for the supply and costs of the water potential required for the "Power Plant", as well as obtaining the required permit for the utilization of the relevant river, and shall conclude the necessary agreements on this matter with the Water Resources Management Company of Iran, the Water Deputy of the Ministry of Energy or other relevant organizations.]

1-2- Other obligations of the Buyer

1-2-1- As of the "Effective date", the "Buyer" shall undertake all necessary measures for creating the conditions for the purchase of "Net Electrical Energy" from the "Operation Start Date".

1-2-2-The "Buyer" undertakes to purchase the produced "Net Electrical Energy" by the "Seller" and pay the price under the conditions set by the "Contract". If, due to causes not-attributable to the "Seller", ([the "National Electricity Grid"]6["Local Distribution Grid"]7 is not ready to receive the "Net Electrical Energy" and/or the "Buyer" or the ["Grid Control Center"]8["Distribution Control Center"]9 issued an order to stop or reduce production of the "electrical energy", the price of unreceived "Net Electrical Energy" would be taken under consideration by the "Buyer" and the "Grid management" within maximum forty five (45) "Days" from the receipt date of the statement and the relevant technical documentation from "Seller". Then the "Buyer" will send the confirmed statement to the L/C opening bank along with the relevant documents for payment to the "Seller".

[Note: In case of occurrence of the conditions in the above-mentioned clause 1-2-2 in "Power Plants" in which the production of "electrical energy" entails certain costs for the "Seller" (for example, the costs of supplying the primary energy" of the "Power Plant"), the "Seller" shall be compensated by the "Buyer" for the price of unreceived of "net electrical energy of these" "Power Plants" after deduction of the relevant production costs].

1-2-3- In case the ["Grid Control Center"]8["Distribution Control Center"]9 issue orders which are inconsistent with technical limitations of the "Power Plant" and have caused damages to the "Seller", the "Buyer" undertakes to compensate the damages to the "Seller" maximum within forty five (45) "Days" from receipt date of statement and relevant technical documents and after verification by the "Seller" and "grid management" and the "buyer" shall send the confirmed statement accompanied with the relevant documents to the L/C opening bank in order to be paid to the "Seller".
Upon receipt of the above-mentioned damages, the "Seller" assigns all his rights with regard to the receipt of damages from the "grid management" and/or the Reginal Electricity and power distribution companies to the "Buyer".

1-2-4- If the "Buyer" does not accept the price of the unreceived "Net Electrical Energy" and/or the amount of damages mentioned in the relevant statement, he shall notify this matter to the "Seller" by specifying the disputed amount and its basis within fifteen (15) "Days" after receipt of the relevant statement. The "Buyer" within forty five (45) "Days" as mentioned in clauses 1-2-2 and 1-2-3, shall, confirm that part of the price of unreceived "Net Electrical Energy" and/or damages he accepts and will send the confirmed statement accompanied with the relevant documents to the L/C opening bank for payment to the "Seller". If the said difference is not settled by the "buyer" within seventy five (75) "Days" after receipt of the issued statement by the "Seller", it shall be settled in accordance with Article 10 of the general conditions of the "Contract" (dispute settlement).

Note: If "Seller's" statements as mentioned in the above Articles, are approved and ready to be paid, but the letter of credit subject of clause 1-6 has not been opened for any reason, the "Buyer" will pay those statements directly within the scheduled time-limits indicated above.

1-3- The "Buyer" confirms that all rights arising from the environmental credit (such as non-emission of pollutants and greenhouse gases) obtained as a result of the electricity production of the "Power Plant" of the "Seller".

Article 2- Purchase Price of Net Electrical Energy

The purchase price of "net electrical energy" in this contract, which is an inseparable part of the "contract", as per Regulation No. 95/14273/30/100 dated May 8, 2016 is a sum of ……IRI Rials per KWh provided that the "Power Plant" has become commercially operational under the time schedule mentioned in Article 7 of that Regulation. In case of any delay in the "Commercial Operation Start Date", the applicable rate shall be that which is the lowest between the aforesaid rate and the governing rate at the commercial Operation start date (after the application of the related factors).

NOTE 1) The "Seller" acknowledges and undertakes that it has respected the provisions of Article 5 of the Regulation No. 95/14273/30/100 dated May 8, 2016, for the construction of the "Power Plant" and if the "Buyer" is made aware of the contrary, the "Buyer" is entitled to directly amend the "Contract" price to the lower price indicated in Article 5 of the Regulation and to notify the "Seller" and collect and amortize the difference from the amounts due to or other amounts of the "Seller" at its disposal, including the issued statements of the "power plant". In application of this Note, and by signing the "Contract", the "Seller" hereby authorizes the "Buyer" to collect its dues from amounts in the possession of the "Buyer" or affiliated companies of the Ministry of Energy.

NOTE 2) Based on Article 6 of the above mentioned Regulation, the "Seller" acknowledges and undertakes that it has not and will not have recourse to gratuitous governmental assistance, under any form, either totally or partially, for the construction of the "Power Plant" subject of the "Contract". If the "Buyer", by its discretion, is made aware of the contrary, the "buyer" will

3 [Taking into account ..........Rials as the transfer service rate for connection of the Power Plant to the Distribution Grid in accordance with.........]
terminate the "Contract" without the need for any legal or judicial formalities and inform the "Seller" thereof and will calculate the electricity purchased in performance of this "Contract", proportionately to the use of gratuitous government resources and with the lowest tariff in electricity market and deduct the difference from amounts due or other amounts of the "Seller" at its disposal. In application of this Note, and by signing the "Contract", the "Seller" hereby authorizes the "Buyer" to collect its dues from amounts in the possession of the "Buyer" or affiliated companies of the Ministry of Energy.

NOTE 3) The method used for the application of hourly readiness coefficient in the "Net Electrical Energy" purchase rate, shall be that of Regulation No 95/15477/240 Dated May 17, 2016.

NOTE 4) In accordance with Article 3 of the Council of Ministers Directive No. H 52375T/153440 of February 10, 2016, the "Net Electric Energy" purchase rate during the years of payment shall be adjusted in the following manner (\(^\text{4}\)):

\[
\text{Index Coefficient} = \left( \frac{\text{Retail Price Index at the beginning of the year of payment}}{\text{Retail Price Index at the beginning of the year of operation}} \right)^\alpha \times \left( \frac{\text{Annual Average of the exchange rate of the Euro with Rials one year before payment}}{\text{Annual Average of the exchange rate of the Euro with Rials one year before operation}} \right)^{1-\alpha}
\]

NOTE 5) The "Net Electric Energy" purchase rate of the "Power Plant" for the second 10 year period of the "Contract", shall be amended according to [Note 1] [Note 2] of Article 1 of the Directive. [With respect to wind power plants, calculation of the capacity factor for determining the factor subject of Note 2 to Article 1 of the Directive will be the actual production of the "power plant" figure in first 10 year period.]

NOTE 6) Under Article 4 of the above Directive, the "Net Electric Energy" purchase rate of the "Power Plant", in case of using equipment having Iranian technical knowhow, design and manufacture, will proportionately be increased up 30 percent maximum.\(^\text{5}\)

Article 3- Term of contract

3-1- This "Contract" is valid for one term ("Term of Contract") consisting of:

\(^4\) In accordance with letter No...........dated............ of the Seller, the amount of \(\alpha\) is determined as.................

\(^5\) The rate of guaranteed electricity purchase in this Contract has been determined in accordance with the Directive of the Ministry of Energy and for the contracts which will be concluded thereafter, the directive prevailing in the relevant year will be applied.
A) A period of …… "Months" \(^{6}\) for works which starts from the exchange of the "Contract" and ends with the "Construction start date", unless it has been previously ended according to the terms of the "Contract". ("Progress Period")

Note: In case the "Seller" has already performed the works related to the "Progress period", the "Progress period" shall be zero.

B) A period of …………… "Months" for executive works which starts from the "Construction Start Date" and ends with the "Operation start date" of the full capacity of "Power Plant", unless it has ended before in accordance with the terms of the "Contract" ("Construction Period").

C) A period of …………… "Months" for the "Operation" of the "Power Plant" from the end of the "Construction period". This period may be extended in accordance with the terms of the "Contract" or be terminated prior to mentioned date. ("Commercial Operation Period")

3-2-If the "Construction Start date" does not take place at the date specified in the time schedule, subject of Annex 5, "Construction Start date" shall be extended together with the Progress guarantee, upon request of the "Seller" and agreement of the "Buyer", by agreement of the "Parties", up to a maximum of 3 "months", provided that the time limit in Article 7 as per Regulation No. 95/14273/30/100 dated 8 May 2016 regarding the commercial operation startup is not delayed.

3-3- If the "Operation Start date" does not take place on the date specified in the time schedule, subject of Annex 5, upon the request of the "Seller" and agreement of the "Buyer", "Operation Start date" will be extended, only for one time provided that the time limit in Article 7 as per Regulation No. 95/14273/30/100 dated 8 May 2016 regarding the commercial operation start up is not delayed.

3-4- In case the end of the "Construction period" which is the same as the "Commercial Operation Start Date" of the "Power Plant" does not take place at the date specified in the time schedule subject of Annex 5, the said date shall be changed at the request of the "Seller" and upon agreement of the "Buyer" provided that the time limit in Article 7 as per Regulation No. 95/14273/30/100 dated 8 May 2016 regarding the commercial operation start up is not delayed. However, in case of any delay in construction of the "Power Plant", the "Buyer" shall have no obligation for purchasing electricity at the rate stipulated in Article 2 above before the beginning of the commercial operation start up and during that period, only the very amount received by the "Buyer", from the "grid management" for the "delivered energy", shall be paid to the "Seller".

Note: In case the delay in the continuation of the "Construction Period" is caught up and the "Commercial Operation Start Date" of the "Power Plant" is materialized on the date specified in the time schedule in Annex 5, the "Buyer", after consideration of an eventual extension of the above time-limit, shall pay to the "Seller" the difference of the amount paid for the "Delivered Energy" in the "Construction period" up to the rate specified in Article 2.

Article 4- Termination of Contract

\(^{6}\) Maximum 6 months
The following incidences are considered as violations of the "Seller" for which the "Buyer" is entitled to terminate the "Contract" and revoke the construction "permit" of the "Power Plant":

4-1- In case of the "Seller's" delay in achieving the "Construction Start Date" of the "Power Plant" and the "transfer facilities" for more than three (3) "months" compared to the date specified in the time schedule stipulated in Annex 5.

4-2- In case of the "Seller's" delay in the "Operation Start Date" for more than a six (6) "months" period compared to the date specified in the time schedule stipulated in Annex 5.

4-3- In case of the "Seller's" delay in achieving the "Commercial Operation Start Date" for more than a nine (9) "months" period compared to the date specified in the time schedule stipulated in Annex 5.

Note: In case of the "Seller's" request for reducing the capacity of the "Power Plant" and demobilization of existing equipment and instruments on the rest of the terrain, the "Buyer" agrees to modify, at his own discretion, the capacity of the "Power Plant" subject of the "Contract", in proportion to the constructed capacity in the form of an addendum and to notify the "Seller" thereof. Subsequently, the "Buyer" shall notify the competent authorities including the assigner of the land for the purpose of the dispossession of the rest of the land and accorded facilities. Otherwise, the "Buyer" shall terminate the "Contract" in accordance with the above-mentioned Article 4-3.

Article 5- Seller's Rights

5-1- Throughout the "term of the Contract" and upon a written notice to the "Buyer", the "Seller" is entitled to make a decision for determining a part or a percentage of the Net Electrical Energy of the "Power Plant" which will be sold during one "year" or up-coming "years" or the remaining term of the "Contract" to the "Seller".

5-2- Upon notification of the above-mentioned notice and a subsequent agreement between the "Buyer" and the "Seller" concerning the method of measuring and calculating of the "Net Electrical Energy" sold to the "Buyer" from the total "Net Electrical Energy" of the "Power Plant", the "Seller" may offer, by observing the rules of the national electricity market and at its own risk, the remaining the "Net Electrical Energy" of the "Power Plant" to the electricity market or the suppliers and/or through "National Electricity Grid" and "Local Distribution Grid" to selected consumers. The "Buyer" shall bear no responsibility in respect of this part of the "Net Electrical Energy" of the "Power Plant".

5-3- In case of disagreement between the "Parties" concerning the method of measuring/calculating of the amount of the "Net Electrical Energy" sold to the "Buyer" out of the total "Net Electrical Energy" of the "Power Plant", the case shall be settled in accordance with Article 10 of the general conditions (Dispute Settlement) of the "Contract".

5-4- Since the date declared in the Notice mentioned in Article 5.1 and during its term which can be one "year", several "years" or the remaining "period of the Contract", the obligations stipulated in the "Contract" for the "Buyer" are only valid for that part or percentage of the "Net Electrical Energy" of the "Power Plant" which shall be sold to the "Buyer".
<table>
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<th>Buyer</th>
<th>Seller</th>
</tr>
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<tr>
<td><strong>Renewable Energy Organization of Iran (SUNA)</strong>&lt;br&gt;<strong>Name:</strong> Seyed Mohammad Sadeghzadeh</td>
<td><strong>Name:</strong>&lt;br&gt;<strong>Position:</strong>&lt;br&gt;<strong>Signature:</strong></td>
</tr>
<tr>
<td><strong>Position:</strong> Chairman of Board of Directors and Managing Director</td>
<td><strong>Position:</strong>&lt;br&gt;<strong>Signature:</strong></td>
</tr>
</tbody>
</table>
| **Signature:** | **Signature:**
| **Name:** Mohamad Taghi Zaafaranchizadeh Moghadam | **Name:**<br>**Position:**<br>**Signature:** |
| **Position:** Member of the Board of Directors | **Position:**<br>**Signature:** |
| **Signature:** | **Signature:** |

**Contract No. …………………**

**Part 4- Annexes to the Contract**
Annex 1: "Power Plant" Construction license issued by [Deputy Minister for Energy and Electricity Affairs of Ministry of Energy] [Renewable Energy Organization of Iran (SUNA) and the attached letter of engagement] and Resolution No ........ dated ........ of the Minister of Energy

Annex 2: Agreement on Connection to Grid

Annex 3: License of the Environmental Protection Organization for establishment of a "Power Plant".

Annex 4: Technical Specifications and Limitations of the "Power Plant"

Annex 5: Time Schedule of Establishment and Operation of the "Power Plant"

Annex 6: Measuring and Delivery point

Annex 7: Specifications of Measuring Tools

Annex 8: Annual Estimation of Net Electrical Energy of the "Power Plant"

Annex 9: Minute of Meeting Forms for Meter Reading and Statements of Price of Net Delivered/Received Electrical Energy

Annex 10: Sample "Letter of Credit"
Annex 1

1) Construction license of Power Plant and its attached commitment

2) Approval number …….. dated ………. of Minister of Energy
Annex 2

Agreement for Grid Connection
Annex 3

License of Environment Organization for Construction of a power plant
Annex 4

Technical Specifications and Limitations of Power Plant
Limitations

1. Frequency

The maximum frequency must be in the range of ±3.0 Hz (6.0 percent) Therefore,

Maximum frequency: 50+3.0 Hz (no time limit)

Minimum frequency: 50-3.0 Hz (no time limit)

Cut (Trip): above 50.3 Hz and below 49.7 Hz

2. Voltage of Grid

Changes in voltage permitted under normal conditions within ± 5 percent. Therefore,

Maximum voltage: V+5%V kV (no time limit)

Minimum voltage: V-5%V kV (no time limit)

Cut (Trip): above 1.05 V kV and below 0.95 V kV

3. Operation load factor in terms of site

The net capacity available in each unit: P1 kW

Power Plant net capacity power supply: P2 kW

4. Least operation load in terms of site
The minimum continuous load unit deliverables: - -MWh

The minimum continuous load power plant delivered: - -MWh

Annex 5

Time Schedule of Construction and Operation of Power Plant
Annex 6

Measuring and Delivery point
Annex 7

Specifications of Measuring tools
1- **Measuring system**
The suitable measuring system of this project is 3-phase digital two-Wattmeter with ability of energy measuring in two sides and 4 phase area. Followings are relevant specifications and facilities of above-mentioned measuring system:

1-1- **General specifications of measuring system:**
* 3-phase, two-Wattmeter with ability of energy measuring in two sides and 4 phase area
* Entrance currency limit of 1 amp and minimum start currency of 0.001 amp with tolerance of 3 times more than nominal currency for longer time and momentum basis for 3 seconds and for 25 times more than nominal currency and for 1 second up to 50 times than nominal currency
* Entrance currency limit of 5 amp and minimum start currency of 0.005 amp with tolerance of 3 times of nominal currency for longer time and momentum basis for 3 seconds and for 25 times more than nominal currency and for 1 second up to 50 times than nominal currency
* Entrance voltage limit of 100-110 alternative volt, heat fixed of 1.5 times more than nominal voltage for a longer time and up to 2 times more than nominal voltage for 10 seconds
* Regulation of CT and PT coefficients
* Measuring ability of parameters V, I, PF, F for each phase and also calculation of single phase and three phase of entrance/exit Vah, Varh, Wh, VA, Var, W
* Measuring of correct rms amounts
* Measuring ability of grid qualitative parameters
* Accuracy of measuring of parameters V, I, W, Wh maximum 0.2%
* Accuracy of measuring of Reactive Energy maximum 1%
* Accuracy of measuring of PF parameter equal to ±0.5 and frequency parameter of ±0.1
* Equipped with sound and adjustable calendar and hour system through GPS
* Equipped with memory for reserve of different information in accordance with user's need
* Permitted limit of meter feeder 85 to 330 alternative volt and/or 40 to 160 direct volt
* Useful life span of Backup battery in normal work condition of 10 years and without feeding for 1 year
* Work temperature limit of -25 up to +65 °C
* Maximum permitted moisture of 95% for 30 non-continuous days in a time interval of more than one year
* Connection ability with Information Collecting Grid and equipping with suitable software and hardware facilities for performing this job
* Regulating and testing and reading of system information by the use of suitable software on installation place
* Regulating and testing and also reading of measuring system by the use of suitable and remote software
* Testing and correctness of measuring system by the use of test exit pulse (LED Test)
* Compliance of test results of measuring system with guarantee table and current standards
* Recognition of test and normal operation for measuring system

1-2- Special specifications of measuring system
1-2-1- Registration and reservation of parameters and Alarms
- Ability of registering all major energy parameters on nominal information and curve data
- Ability of reserving the required and explained parameters, with alternative period of 5 minutes for 4 months and possibility to change and program the time interval and type of parameter
- Ability of reserving all specified parameters amount in memory with information keeping in case of stop of feeding
  (This memory would be fed either by back up battery and/or by EPROM).
- Effectiveness of time alternative period for information reserve is not considerable on the length of time for reserving of information. (Measuring system has a great memory volume).
- Ability to reserve active and reactive energy at any hour for 4 months
- Ability to register maximum and minimum amounts of all major parameters of grid along with the time and date of occurrence
- Ability of registration any disorder in any phase and registration of time and its date of occurrence
- Reserve of necessary information including the date and the final time of reading the data and/or the last regulation of measuring system
- It is necessary to save all relevant information about programming and regulating the measuring system

1-2-2- Measuring and Registration of qualitative parameters of grid
- Measuring ability of voltage harmonics and grid currency up to 23 harmonies
- Measuring ability of total harmony (THD) of voltage and grid currency
- Measuring ability and registration of total harmony disorder (THD) of voltage and grid currency along with its time and date of occurrence
- Registration ability of date and time and also length of Grid Harmonic Disorder

1-2-3- Communicative specifications of measuring system
- Synchronizing with GPS system through a standard port for synchronizing with central hour
- Equipping with RS232 and RS 485 ports
- Equipping with Infrared Standard Port
- Compliance with TCP, RTU, DNP3, Modbus protocols
- Equipping with optic port for reading of data and any relation through handy or computer terminal and configuration and regulation of measuring system

1-2-4- Entrance, Exit of measuring system
- Four digital programmable entrances
- Four digital programmable exits
- Programmable entrance pulse
- Programmable exit pulse
- Programmable Analogue pulse

1-2-5- Keeping specifications of measuring system
- Different keeping levels from reading level of parameters up to Management and Programming Levels of Measuring system
- Registration of date and time of the last time of using password and system regulation
- Reserve of information and continue of work in case of feeding stop
- Recognition of operation in normal condition or testing situation of measuring system
- Registration of time and date of occurrence of abnormal functions
- Warning of battery situation and also internal defects of measuring system
- Equipping with suitable alarm for announcing abnormal situation of system

Hour and Calendar specifications of measuring system
- Measuring system should be equipped with an exact calendar and hour and synchronizing through GPS and/or any other method with national central hour of electricity market.
- The calendar and hour of above-mentioned measuring system should be in compliance with Iranian Official Calendar and Time.
- RTC chipset of measuring system for feeding from Back up battery or Super Cap at the time of disconnection of major feed which should bear a very low consumption (It is better to use battery and capacitor simultaneously).
- In case of any Backup battery, it is necessary to change battery by the authorized operator easily and without any soldering
- In case of any Backup battery, measuring system should be able to show battery situation and report any problems if necessary.
- The minimum pulse hour accuracy of measuring system should be equal to five PPM.

1-2-6- Specifications of monitor in Measuring system
- Creation of effective and useful relation with user, then measuring system should be equipped with a suitable monitor
- It is better for the said monitor to be LCD type.
- The monitor of measuring system should be able to show all measuring and calculated parameters.
- Measuring system should be able to show Backup situation (In case of equipping to battery)
- To have multi-mode monitoring of different amounts of related memories by one monitor
- At the time of monitoring the amounts of memory, it is possible to have relevant amounts and tariffs
- There is no need to see the monitor at the time of no load condition of measuring system.
- Other items explained in IEC687 and IEC1268 standards.

1-2-7- Feeding specifications of Measuring system
- Standard feeding voltage of measuring system should be in compliance with IEC687, IEC1268 standards.
- If it is used from three phase entrance voltage of measuring system, it is necessary to consider suitable condition with high confidence coefficient for correct operation of this system
- In case of any usage from rechargeable Backup battery, it is necessary to have harmonized battery charge circuit with its feeding circuit specifications.
- In case of benefiting from Super Cap., feeding resource of measuring system should provide its suitable charging condition.
- System should be equipped with a suitable keeping circuit against sudden voltage changes

1-2-8- Test Exit specifications of measuring system
- The above-mentioned measuring system should be equipped with a test exit with possible access in front and in coordination with test equipment of measuring systems. This exit is observable from the front zone (if available) (LED test)
- Measuring system could be equipped with a test pulse exit in addition to LED test and in compliance with test equipment of measuring systems. If available, it should be accessible from terminals row of measuring system.
- In case of any sudden changes and/or momentum reduction of voltage, the test exit should be produce any higher signal than mentioned amounts in IEC687 and IEC1268 standards
- The relation between test exit and mentioned amounts on monitor of measuring system is in compliance with nominal plaque of system.
- The measuring system should provide necessary amounts of pulses for maximum accuracy of measuring for 0.1 class in different test points.

1-3- Mechanical specifications of measuring system
1-3-1- The frame of measuring system
- The above-mentioned measuring system should be equipped with a framework for sealing and an access to internal parts of measuring system should be based upon breaking of the seal.
- In case of non-transparent situation of framework, it is necessary to provide a window or windows for reading and monitoring of different parameters on the monitor.

This window should be transparent and replaced only by breaking the seal.

1-3-2- Entrance terminals and each connection of measuring system
- All terminals and frames should be designed in compliance with IEC 687 and IEC1268 standards.
- The distance of terminals from each other, the width of one terminal and also the distance of terminals level from terminal frame should be in compliance with IEC687 standard for Wattmeter and IEC 1268 for var/meter

1-3-3- The resistance of measuring system against heat, fire and radiations
- Terminals, terminal frame and system frame should be resistant against fire and heat with an acceptable level
- Measuring system should not explode with any heat increase of parts and items below the load.
- Measuring system should bear a keeping degree of IP51 or higher against radiations as mentioned in standard IEC687.

1-4- Necessities of measuring system
1-4-1- Electrical standards of measuring system
- Reference amounts of voltage standard, currency, maximum currency and frequency for active energy in accordance with IEC687 standard and for reactive energy in compliance with IEC1268 standard.
- Apparent and active energy consumed in any connection of voltage and current circuit, for voltage reference amounts, current and frequency and reference temperature should not be more than defined amounts in IEC687 and IEC1268 standards.
- Specified limits of entrance voltage of measuring system should be 0.9 to 1.1 nominal voltages.
- Permitted interval and tolerable entrance voltage of measuring system from 0.8 to 1.15 nominal voltages.
- Sudden changes and momentum reduction of voltage should not change the register amounts of measuring system
- Error amount of active energy and apparent and active energy consumed in any type of connection of voltage and current circuit, for the amounts of voltage resource, current and frequency in reference temperature should not be more than specified amounts in IEC687 and IEC1268 standards.

1-4-2- Mechanical Standards of Measuring system
- Measuring system should be designed and made in a way to prevent from any dangers through the normal work. It is special in following conditions:
  * Safety of persons against electrical shocks
  * Safety of persons against the effects of heat increase
  * Keeping against fire
  * Keeping against water interfere, dusts and suspension Articles
  - All parts that may suffer from corrosion should be kept in an effective form.
  - Keeping covers of measuring system should not be damaged due to transportation and/or air.
  - For those installed measuring systems in different areas with high corrosion percentage, it is necessary to include in contract any purchase of additional equipment.
  - The immunity and safety of above-mentioned measuring systems against vibration should be in compliance with IEC-60068-2-6 standard

1-4-3- Electro-magnetic standards of measuring system
- Measuring system should be designed in a way to prevent from any damages out of electro-magnetic disorders. (The important disorders include electro-static discharges, Electromagnetic of HF fields and passing sparks).
- Measuring system should not produce any radiation noises that may be effective on other equipment.

1-4-4- Ecological and Environmental standards of measuring system
- The scope of permitted defined changes for which any changes of temperature should be in compliance with mentioned amounts in IEC 687 and IEC1268 standards. In other words, it should be self-regulating and keep itself against any changes of calibration temperature.
- It is assumed that measuring system will face with mentioned estimated moisture condition in tables 5 of IEC687 standard and table 6 of IEC1268 standard.

1-4-5- Limitations of mistake percentage in measuring system
- Against reference entrances and in suitable work conditions, the error percentage should not be in compliance with mentioned accuracy class limit in tables 9 and 10 of IEC687 standard for Wattmeter part and tables 10 and 11 of IEC1268 standard for Apparent and active energy consumed Var meter Part of measuring system.
  (The mentioned amounts in above-mentioned tables for measured amounts are correct in both cases).
- Any increase in error percentage of changes in work conditions of reference should not be more than permitted limits of accuracy class mentioned in tables 11 of IEC687 and table 12 of IEC1268 standards.
- Error limit of any temperature changes should not be more than mentioned amounts in tables 12 of IEC687 and table 13 of IEC1268 standards.

1-4-6- Work start limitations and work in no load condition of measuring system
- Measuring system should be active 5 seconds after applying of voltage to its entrance
- By applying of voltage and in case of any disconnection of current circuit, test exit may not produce more than one pulse.
- Measuring system may start to measure and register of parameters against a current in compliance with mentioned specifications in IEC687 and IEC1268 standards.
- The current position is not different for startup of measuring system.

1-4-7- **Specification plaque of measuring system**
- Measuring system plaque and its terminal plaque should be in compliance with IEC687 and IEC1268 standards
- All connections of measuring system should be applied in compliance with IEC687 and IEC1268 standards.
- Contractor is obliged to provide and regulate the labels of all cables and connections of installed measuring system by TAVANIR (Iran Power Generation, Transmission and Distribution Management Co) or affiliated companies in compliance with IEC687 and IEC1268 standards.
Annual Estimation of Net Electrical Energy of Power Plant
Annex 9

Process Verbal forms of Meter reading and Statements of price of Net delivered / received
Electrical Energy
Power plant Name: ……………………..  
Form No. 1-1-A  
Date: ……………………………………………..  

Process verbal of active delivered energy  
in (month) ………………… year……………..  

Major meter  

Date of reading: ………………..  

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<th>No.</th>
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<th>Meter coefficient</th>
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<th>Meter reading in this month</th>
<th>Delivered electrical energy in this month (KWH)</th>
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Grand total of delivered energy  

Sale agent: ……………………….. Signature: ………………………..  
Purchaser agent: ………………….. Signature: ………………………..
Power plant Name: ………………………
Form No. 1-1-B
Date: ……………………………………………

Process verbal of active received energy
in (month) ...................... year...................

Major meter
Date of reading: ……………………..

<table>
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<tr>
<th>No.</th>
<th>Meter No.</th>
<th>Meter coefficient</th>
<th>Date of reading of meter</th>
<th>Reading of previous month (Month)</th>
<th>Meter reading in this month</th>
<th>Delivered electrical energy in this month (KWH)</th>
<th>Comments</th>
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Grand total of delivered energy

Sale agent: ……………………… Signature: ………………………
Purchaser agent: ………………… Signature: ………………………
Power plant Name: ………………………
Form No. 1-2-A
Date: ……………………………………………

Process verbal of active delivered energy
in (month) ………………… year………………

Backup meter

Date of reading: ………………

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Grand total of delivered energy

Sale agent: ……………………… Signature: ………………………
Purchaser agent: ………………… Signature: ………………………
Power plant Name: ……………………..
Form No. 1-2-B
Date: …………………………………………….

Process verbal of active Received energy
in (month) ………………… year……………

Backup meter

Date of reading: …………………

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<td>Low-load hours</td>
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<td>Low-load hours</td>
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Grand total of delivered energy

Sale agent: ……………………… Signature: ………………………

Purchaser agent: ………………… Signature: ………………………
**Process verbal of the situation of major meter**

<table>
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<th>No.</th>
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<th>Calibration</th>
<th>Meter Seal</th>
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<td>Non-acceptable</td>
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Sale agent: ........................ Signature: ...........................

Purchaser agent: ........................ Signature: ...........................
## Process verbal of the situation of Backup meter

<table>
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<th>No</th>
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<th>Calibration</th>
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Sale agent: ..........................  Signature: ..........................

Purchaser agent: ..........................  Signature: ..........................
## Specifications of Purchaser

<table>
<thead>
<tr>
<th>Real Person/Corporate Entity</th>
<th>Economic Code No</th>
<th>Registration/National ID No</th>
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<tbody>
<tr>
<td>Iran Power Generation, Transmission and Distribution Management Company (Tavanir)</td>
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</table>

<table>
<thead>
<tr>
<th>Full Address:</th>
<th>10 Digit Postal Code:</th>
<th>City:</th>
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</thead>
<tbody>
<tr>
<td>Province: Tehran City: Tehran</td>
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<td>Tehran</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Address (Head Office): Shahid Abbaspour Street, Vanak Square, Tehran</th>
<th>Tel/Fax:</th>
</tr>
</thead>
<tbody>
<tr>
<td>P.O. Box 14155-6467</td>
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</table>

## Specifications of Seller

<table>
<thead>
<tr>
<th>Natural Person/Corporate Entity</th>
<th>Economic Code No</th>
<th>Registration/National ID No</th>
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<table>
<thead>
<tr>
<th>Address:</th>
<th>Tel/Fax:</th>
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## Date:

### Sales of Energy of ......................... Powerplant in ............ month of the year ............

subject of contract No .........................

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<tbody>
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<td>No</td>
<td>Item Code No</td>
<td>Details of Goods or Services</td>
<td>Quantity</td>
<td>Unit of Measurement</td>
<td>Unit Price (IRR)</td>
<td>Total Price (IRR)</td>
<td>Discount</td>
<td>Total Price Discount Included (IRR)</td>
<td>Total Tax and Duties (IRR)</td>
<td>Total Price plus Taxes and Duties (IRR)</td>
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Conditions of Sale:  Cash ☐  Non-Cash ☐

Remarks:

SIGNATURE AND SEAL OF SELLER: SIGNED AND SEALED
SIGNATURE AND SEAL OF PURCHASER: SIGNED AND SEALED

Annex 10

Form of Letter of Credit
Form of "Letter of Credit"

Bank .............................., branch ........................

{Name and Address of notifying bank} with the title of "Notifying Bank"

Date:

Dear Sirs,

Regarding the "Contract" of electricity purchased dated .............. between SUNA and {Name and Address of Company} "Beneficiary" (Purchase contract of renewable electricity), upon the request of "SUNA", we (this bank) will open this irrevocable letter of credit No. .............. for the benefit of "Beneficiary" under the title of "Contract" for purchase of electricity within
……………… months after "Commercial Operation Date" ["First Group"] ["First Unit"] ["Power plant"]} {{…………………………}} ("Withdrawal amount").

Regarding all conditions of the "Letter of Credit", we hereby undertakes to pay the relevant amount at the same day and upon the request of "Notifying bank" after confirmation date and before expiration date (as it will be mentioned later) of notifying bank and issuance a payment order completely in compliance with current form in Annex 1 of this "letter of credit" in any working days of this bank with the above-mentioned address.

The real meaning of working day for performing this "Letter of credit" is a day in which all banks of Islamic Republic of Iran are open for performing banking affairs.

Any refer to month in this "Letter of credit" means solar months in Iranian Calendar.

It is not an operational "Letter of credit" and will be changed into operative at the receipt date of signed notice by authorized representative of "Beneficiary" as mentioned in Annex 2 of the same "Letter of credit" ("Confirmation Date") to us.

Then it will be valid up to fifteen (15) months after that ("Expiration date").

Any payment in accordance with content of this "Letter of credit" will be paid without any deductions except for legal deductions.

This bank understands that "SUNA" may request for extending of this "Letter of Credit" with a new withdrawal amount. We will accept all mentioned requests if made by "SUNA" provided that the withdrawal amount should not be more than ......................... Rls.

SUNA is obliged to pay all requesting salaries of this bank in relation to issuance of this "Letter of Credit".

Signature: {Name of issuing bank}
By: Signatory
Title: ...........................................

Enclosures:

1- Payment Order form
2- Notice form of "Commercial Operation Date" from ["First group"] ["First unit"] ["Power plant"]
Enclosure 1

Payment Order Form

To: Name and Address of notifying bank ("Notifying Bank")
Subject: "Letter of Credit" No. ................................ {Issuing bank} dated ............

{Payment Order Date}

Dear Sirs,
I, authorized agent of {name of company} ("Beneficiary"), hereby submit the statement No. ................................ dated........................ of "Beneficiary" which has been issued in accordance with content of Electricity Purchase "Contract" dated ....................... Between "SUNA" and "Beneficiary" along with an approval of "SUNA".

You are kindly requested to transfer an amount of (.................. Rls.) to the account No. ........................................ of "Beneficiary" with you.

Title: ..............................
On behalf of ........................................
{Company}

Enclosure: Original copy of statement No. {.................................}
Enclosed you may find one original copy of common certificate of “SUNA” and “Beneficiary” about notifying the “Commercial Operation Date” of [“First Group”][“First Unit”][“Power plant”].

You are kindly requested to confirm its application in accordance with the "content of Letter of Credit".

With the best regards

Signature: ........................................

Title: ................................................

On behalf of ....................................

{Company}

Enclosure: A copy of relevant certificate, about "Commercial Operation Date" of [“First Group”][“First Unit”][“Power plant”]