CONFIDENTIAL

Dated 14 / 5 / 2014

POWER PURCHASE AGREEMENT

relating to the 128MW Freetown generation project in the Republic of Sierra Leone

Contents

THIS POWER PURCHASE AGREEMENT is dated 2014 and made between:

(1) **THE GOVERNMENT OF THE REPUBLIC OF SIERRA LEONE, ACTING BY THE MINISTRY OF FINANCE AND ECONOMIC DEVELOPMENT AND BY THE MINISTRY OF ENERGY** (the **Government**);

(2) **NATIONAL POWER AUTHORITY**, the body corporate established under the National Power Authority Act 1982 and having its registered office at Electricity House, 36 Siaka Stevens Street Freetown, Sierra Leone (**NPA**);

(3) **CEC AFRICA (SL) LIMITED** (formerly Blue Flare Power SL (BVI) Limited)a company incorporated under the laws of the British Virgin Islands (**CECA BVI**);

(4) **CEC AFRICA (SL) LIMITED** a company incorporated under the laws of Sierra Leone (**CECA SL**); and

(5) **CECA SL GENERATION LIMITED** a company incorporated under the laws of Sierra Leone (the **Generator**).

RECITALS

(A) The Government awarded the Existing Project Documents to CECA BVI in 2011, which provided for the construction and operation of new power generation capacity and the development of the electricity transmission grid in the Western Area of Sierra Leone.

(B) The Government, NPA and CECA BVI signed a term sheet dated 14 May 2013 and the Government, NPA, CECA BVI and CECA SL entered into a memorandum of understanding dated 14 November 2013, which specified that certain amendments would be made to some of the Existing Project Documents.

(C) At the request of the Government, the intention of the Parties is now that this Agreement will replace the Existing Project Documents with effect from the Effective Date in accordance with a deed of termination to be entered into between the Parties on or before the Effective Date.

(D) This Agreement provides for the construction and operation of the Plant, the sale and purchase of the firm capacity and electrical output of the Plant, the construction of the New Transmission Facilities to the Offtaker, the transfer of the Plant and the New Transmission Facilities to the Government at the end of the Term and certain related matters.

(E) The Offtaker acknowledges that the Generator and the Shareholders are or will invest and undertake significant financial resources and risks in connection with the Generation Project.

(F) In recognition of those risks and the economic and social importance of the Generation Project to Sierra Leone, this Agreement also contains incentives, assurances and protections granted by the Government which are indispensable to the realisation of the Generation Project.

THE PARTIES AGREE as follows:

1 Definitions and interpretation

1.1 Definitions

In this Agreement:

Abandons means that the Generator permanently abandons the development or construction of Phase I prior to the Phase I Commercial Operation Date, other than where this is due to a Force Majeure Event or Offtaker Risk Event;

Additional Test means an additional performance test of the Plant undertaken in accordance with Clause 6.9 (Additional Tests);

Affiliated O&M Contractor means any O&M Contractor in which a Sponsor holds a direct or indirect controlling interest;

Agreement means this Power Purchase Agreement;

Annual Test means the annual performance test of the Plant undertaken in accordance with Clause 6.8 (Annual Tests);

Back-up Output Metering Systems means the back-up electronic metering systems for metering Net Output located at the Delivery Point;

Billing Period means each period of one calendar month which falls in whole or in part within the period starting on the Phase I Commercial Operation Date and ending on the last Day of the Term;

Business Day means a day (other than Saturday or Sunday) on which banks are open for general business in Freetown and London and, if a payment is to be made, which is also a day on which banks are open for general business in New York;

Capacity Charge has the meaning given to it in Schedule 8 (Tariff);

Capacity Shortfall means, in respect of a Phase, the relevant Contracted Capacity minus the Net Dependable Capacity of that Phase as at the date that falls 270 Days after the commercial operation date for that Phase as established by the COD Test or an Additional Test for that Phase;

Casualty Occurrence means material physical damage to all or part of the Plant that renders it unfit for normal operation in accordance with this Agreement;

Change in Law means any of the following events occurring after the Signing Date:

(a) the enactment, promulgation, issue or commencement of a new Law;

(b) an amendment, modification, extension, replacement, re-enactment or repeal of an existing Law, including:

(i) a change in any rate of tax;

(ii) a change in or redenomination of the lawful currency of Sierra Leone; and

(iii) a change in an exchange rate effected by Law; and

(c) a change having the force of law in the application or interpretation of a Law;

Change of Control means the Sponsors ceasing collectively to:

(a) own (whether directly or indirectly) at least 50 per cent of the shares in the Generator; or

(b) have the power (whether by voting rights, contract or otherwise) to appoint and remove the majority of the members of the board of directors of the Generator or otherwise control its affairs and policies;

but excluding any such cessation consisting of the creation or enforcement of any security under the Finance Documents;

Charge Over Receivables means the Charge Over Receivables to be entered into between the Government, the Grid Operator and the Generator as a Condition Precedent, reflecting the principles set out in Schedule 15 (Collection Account principles);

Claim means a claim in contract or otherwise, including any claim for breach of contract, misrepresentation or indemnification, or pursuant to any common law or statutory rights, covenant or undertaking arising under or in connection with any provision of this Agreement;

COD Tests means the performance test of each of Phase I, Phase II and Phase III undertaken in accordance with Clause 3.13 (COD Tests);

Collection Account has the meaning given to it in the Collection Account Agreement;

Collection Account Agreement means the Collection Account Agreement to be entered into between the Government, the Grid Operator, the Generator and an account bank as a

Condition Precedent, reflecting the principles set out in Schedule 15 (Collection Account Principles);

Conditions Precedent means the conditions precedent set out in Clause 2.2 (Conditions Precedent);

Contracted Capacity means, for each Phase, the net contracted capacity which the EPC Contractor agrees to deliver in the EPC Contract;

Contract Year means:

(a) the Phase I Contract Period;

(b) the Phase II Contract Period;

(c) the period starting on the Phase III Commercial Operation Date and ending on the following 30 June;

(d) each subsequent period of 12 consecutive Months commencing on 1 July which falls in full or in part within the Term;

COD Capacity Shortfall means, in respect of a Phase, the relevant Contracted Capacity minus the Net Dependable Capacity of that Phase as established by the COD Test or an Additional Test for that Phase;

Day means each period of 24 hours beginning and ending at 00:00;

Delivery Point means the physical delivery point or points for the electrical output of the Plant identified in Schedule 2 (Interconnection Facilities and Connection Point);

Development Costs means:

(a) all costs incurred by or on behalf of the Shareholders as at the Signing Date in connection with the Existing Agreements, as audited by KPMG and notified to the Government prior to the Signing Date; plus

(b) all costs incurred by on or behalf of the Shareholders and the Generator in developing the Generation Project and performing their other obligations under the Project Documents prior to the date of Financial Close for Phase I;

Dispute means any dispute, difference or claim of any kind or type, whether based on contract, tort, statute, regulation or otherwise, arising out of, relating to or connected with this Agreement or its subject matter, existence, negotiation, interpretation, validity, performance, breach, termination or enforceability (including non-contractual disputes or claims), or any operations carried out pursuant to this Agreement;

Duly Completed means the completion of a COD Test, Annual Test or Additional Test in accordance with Schedule 4 (Commissioning and Testing);

EDSA means the Electricity Distribution and Supply Authority to be established under the National Electricity Act, 2011;

Effective Date means the date on which the Conditions Precedent are satisfied or waived in accordance with Clause 2.2 (Conditions Precedent);

EPC Contract means each engineering, procurement and construction contract for the Plant entered into between the Generator and an EPC Contractor;

EPC Contractor means each contractor that enters into an EPC Contract;

Equity Interest means any:

(a) shares, warrants, subscription rights, equity or other ownership interest or rights in the capital of the Generator, any Shareholder or any Affiliated O&M Contractor;

(b) voting rights in connection with any of the things referred to in paragraph (a);

(c) loans or financial indebtedness advanced to the Generator, any Shareholder or any Affiliated O&M Contractor by a Shareholder;

Escrow Account has the meaning given to it in the Collection Account Agreement;

Existing Project Documents means:

(a) the Project Framework Agreement dated 21 July 2011 between the Government and CECA BVI;

(b) the Power Purchase Agreement dated 21 July 2011 between the Government and CECA BVI; and

(c) the Grid Development and Management Agreement dated 21 July 2011 between the Government and CECA BVI, as amended by the GDMA Term Sheet and Amendment dated 26 March 2013;

Expert Determination means the determination of a Dispute by an expert in accordance with Clause 17.2(b) (Expert Determination);

Expropriation means:

(a) the expropriation, nationalisation, confiscation, forced sale, seizure, annulment or compulsory acquisition of:

(i) the whole or any part of the right, title and interest of the Generator, any Shareholder or any Affiliated O&M Contractor in, to and under any tangible or intangible property;

(ii) the whole or any part of the undertaking of the Generator, any Shareholder or any Affiliated O&M Contractor; or

(iii) the whole or any part of any Equity Interest; or

(b) any act or omission in one or a series of events which directly or indirectly deprives the Generator, any Shareholder or the O&M Contractor of effective control of the whole or any part of the Generation Project or any Equity Interest constituting a fundamental right essential to the overall financial viability of the Generation Project or any Equity Interest,

by the Government or a Government Authority but excluding any proper exercise of the Government's rights under the Project Documents to which it is a party;

Finance Documents means all documents under which one or more third party lenders (excluding any Shareholder or any of its affiliates) extend finance to the Generator or any Shareholder for the purposes of each Phase of the Generation Project and all other documents entered into in connection with that finance by the Generator or any Shareholder with any such third party lenders or any security trustee, security agent, bond trustee, escrow agent, political risk insurer, swap bank or other third party lenders' representative acting in connection with that finance;

Finance Party means any person that is a party to a Finance Document other than:

(a) the Generator;

(b) any Shareholder or any affiliate of a Shareholder; and

(c) any person who is a party to a direct agreement in their capacity as a counterparty to a Project Document;

Financial Benefit means any reduction in costs or expenses or increase in revenue relating to the Generation Project to the extent that:

(a) they are realised by the Generator as a result of a Change in Law; and

(b) the aggregate of all such reductions in costs or expenses or increases in revenue that have not already been the subject of a claim under Clause 10.9 (Beneficial Change in Law) exceed US$500,000 or its equivalent in any currency;

Financial Close means, in respect of each Phase, the satisfaction or waiver of all conditions precedent to the first utilisation of financing for that Phase under the Finance Documents;

Forced Outage means any unavailability of the Net Dependable Capacity other than a Scheduled Outage;

Force Majeure Event means any event or circumstance:

(a) the occurrence or existence of which is beyond the reasonable control of the affected Party;

(b) which prevents, delays or hinders the affected Party from performing its obligations under this Agreement;

(c) which is not the direct or indirect result of the affected Party's breach of this Agreement;

(d) which does not constitute an Offtaker Risk Event; and

(e) which is not excluded from this definition by Clause 11.6 (Exclusions from Force Majeure Events);

Fuel means each of HFO and LFO;

Fuel Committee means the joint steering committee for Fuel procurement established under Clause 7.2 (Fuel Committee);

Fuel Supplier means each supplier of Fuel that enters into a Fuel Supply Agreement;

Fuel Supply Agreement means each agreement for the supply of Fuel entered into between the Generator and a Fuel Supplier in accordance with Clause 7 (Fuel);

Generation Project means:

(a) the development, financing, design, engineering, procurement, supply, manufacture, factory testing, importation, transportation to site, site preparation, construction, erection, installation, permitting, completion, testing, commissioning, ownership, operation, maintenance, testing, repair, insurance and reinstatement of the Plant;

(b) the development, financing, design, engineering, procurement, supply, manufacture, factory testing, importation, transportation to site, construction, erection, installation, permitting, completion, testing, commissioning, ownership and maintenance of the New Transmission Facilities;

(c) the sale of the capacity and output of the Plant; and

(d) the transfer of the Plant and the New Transmission Facilities to the Offtaker in accordance with this Agreement;

Generator Event of Default means each of the events or circumstances specified in Clause 14.1 (Termination for Generator Event of Default)

Generator Parties means each of the Generator, its shareholders, directors, officers, employees, representatives, affiliates, agents, advisors, contractors or licensees and their respective directors, representatives, officers and employees;

Good Industry Practice means the exercise of that degree of skill, diligence, prudence and foresight that would reasonably be expected from skilled and experienced owners, designers or operators of similar electricity generation and transmission facilities, which is consistent with best practices, methods and standards that are generally accepted internationally from time to time for similar facilities operating in conditions comparable to those applicable to the Generation Project, consistent with Laws and taking into account factors such as (i) the use of the latest technology, (ii) the relative size, performance, age and technology of the physical components of the Plant, (iii) the safe, efficient and economic design, construction, commissioning, operation and maintenance of the Plant and (iv) the specifications in Schedule 1 (Description of Plant);

Good Operating Condition means, in relation to the Plant, that it can be operated and maintained to efficiency and availability levels that are consistent with those reasonably expected for a similar facility operating in a similar climate and of an equivalent age to the Plant, which has been constructed, operated and maintained in accordance with Good Industry Practice and manufacturer's guidelines, except to the extent that the condition of the Plant is impaired by any Offtaker Risk Event or Force Majeure Event;

Government Authority means:

(a) any central, local or other government authority of Sierra Leone or other political subdivision of Sierra Leone; and

(b) any court or tribunal or any other entity, instrumentality, agency, authority, board, corporation, committee, regulatory body, commission or person which is exercising executive, legislative, regulatory or administrative functions of any nature of Sierra Leone, including the Grid Operator;

Grid means the electricity transmission and distribution grid in the area of Sierra Leone known as the Western Area;

Grid Operator means NPA or, with effect from the NPA Restructuring, EDSA;

HFO means heavy fuel oil conforming to the specifications set out in part 2 of Schedule 3 (Fuel Specifications), as varied in accordance with Clause 3.5 (Finalisation of certain technical matters);

Hour means a period of 60 consecutive minutes starting on the hour;

Increased Costs means any increased costs, expenses, losses or reduction in revenue relating to the Generation Project to the extent that:

(a) they are incurred by the Generator as a result of an Offtaker Risk Event; and

(b) the aggregate of all such costs, expenses, losses or reductions in revenue that have not already been the subject of a claim under Clause 12.7 (Increased Costs) exceed US$500,000 or its equivalent in any currency;

Independent Observer means a suitably qualified engineer appointed by the Government for the purposes set out in the Agreement;

Insolvency Event means in relation to a company:

(a) the passing of a resolution for the bankruptcy, insolvency, winding up, liquidation or other similar proceeding relating to that company;

(b) that company admits in writing that it is unable to pay its debts as they fall due;

(c) a liquidator, receiver, administrator or other similar person is appointed in respect of that company or any of its assets;

(d) a Government Authority with jurisdiction over that company makes an order for the winding up of the company or otherwise confirming the bankruptcy or insolvency of that company;

(e) the voluntary filing by that company of a petition of bankruptcy, moratorium or other similar relief,

except where any such procedure is instituted by that company for the purpose of a fully solvent reorganisation;

kWh means kilowatt hours;

Land Agreements means all agreements required by the Generator under paragraph 1.4 (Land rights and use of jetty) of Part I of Schedule 12 (Government Support provisions);

Laws means:

(a) the Constitution of Sierra Leone;

(b) all Sierra Leonean laws, statutes, treaties, rules, codes, ordinances, regulations, standards, bylaws, certificates, decisions, orders, memoranda, circulars, decrees, resolutions, directives, rulings, interpretations, approvals, licences and permits of any Government Authority, and their application, in each case having the force of law in Sierra Leone; and

(c) judgments, decrees, executive actions, injunctions, writs, orders or like actions of any Government Authority, court, tribunal or other administrative, judicial or quasi-judicial body or tribunal or agency of competent jurisdiction, in each case having the force of law in Sierra Leone; and

(d) any code that regulates the technical or commercial relationship between electricity generators, electricity transmission or distribution system operators or electricity traders, suppliers or consumers in Sierra Leone;

LFO means light fuel oil conforming to the specifications set out in part 1 of Schedule 3 (Fuel Specifications), as varied in accordance with Clause 3.5 (Finalisation of certain technical matters);

Loss means any loss, assessment, judgment, damage, penalty, fine, liability and reasonable out-of-pocket expense of any kind (including reasonable legal fees and expenses) incurred or suffered by a person, but excluding any loss of profit or indirect loss or consequential damage;

Main Output Metering Systems means the main electronic systems for metering Net Output located at the Delivery Point;

Maintenance Schedule means the schedule for maintenance and overhaul of the Plant agreed or determined under Clause 6.3 (Scheduled Outages);

Milestone Date means each of the milestone dates specified in Schedule 13 (Milestone Dates), as extended by Clauses 3.1 (Financial Close for Phase I) and 3.8 (Extension of Milestone Dates);

Month means a calendar month;

Mvar means Megavars;

MW means megawatts;

Net Dependable Capacity means, in respect of each Hour, the total electrical energy generation capacity of the Plant in MW which is available at the Delivery Point at Reference Conditions, as demonstrated by:

(a) a COD Test for the Phase I Contract Period, Phase II Contract Period or the Contract Year starting on the Phase III Commercial Operation Date;

(b) an Annual Test for each subsequent Contract Year; or

(c) if an Additional Test has been conducted, that Additional Test until an Annual Test or another Additional Test is conducted,

provided that it shall never exceed the sum of the Contracted Capacity for the Phases for which the relevant commercial operation date has occurred;

Net Output means the electrical output of the Plant in kWh at the Delivery Point;

New Transmission Facilities means the transmission lines and substation works, as described in Schedule 16 (New Connection Facilities);

Non-Technical Dispute means a Dispute which is not a Technical Dispute;

Notice of Dispute has the meaning given to it in Clause 17.2(a) (Resolution by Consultation);

NPA Restructuring means the transfer of NPA's electricity supply and distribution business to EDSA;

Offtaker means the Government and the Grid Operator acting on the basis set out in Clause 1.4 (The Offtaker);

Offtaker Event of Default means each of the events or circumstances specified in Clause 14.2 (Termination for Offtaker Event of Default);

Offtaker Parties means each of the Offtaker, its shareholders, directors, officers, employees, representatives, affiliates, agents, advisors, contractors or licensees and their respective directors, representatives, officers and employees;

Offtaker Risk Event means:

(a) delay or failure by a Sierra Leone Counterparty (including the Offtaker) in performing its obligations under a Sierra Leone Document (including this Agreement);

(b) acts of war (whether declared or not), invasion, armed conflict, act of foreign enemy or blockade in each case occurring in or affecting Sierra Leone;

(c) acts of rebellion, riot, insurrection, revolution, civil commotion, political violence, public disorder, act or campaign of terrorism, sabotage of a political nature or political violence in each case occurring within or affecting Sierra Leone;

(d) strikes, go-slows, lockouts, politically motivated boycotts or other industrial action in Sierra Leone subsisting for more than seven consecutive Days;

(e) rationing imposed by a Government Authority;

(f) the presence of any hazardous material, adverse ground conditions, artificial underground objects, archaeological artefact, human remains or munitions affecting any Project Site;

(g) boycott, sanctions, embargo, freezing of assets or travel advice affecting Sierra Leone, including any such boycott, sanctions, embargo, freezing of assets or travel advice that is in effect as at the Effective Date;

(h) a Change in Law;

(i) a Permitting Failure;

(j) Expropriation;

(k) the unreasonable withholding, unreasonable delay or imposing of unreasonable conditions on any consent, approval or agreement required from the Offtaker under this Agreement;

(l) unavailability of the Grid, except where caused by a Force Majeure Event; and

(m) any unavailability of Fuel at the Plant if caused by an event or circumstance described in paragraphs (a) to (l) above;

O&M Contract means each operations and maintenance contract for the Plant entered into between the Generator and an O&M Contractor;

O&M Contractor means each contractor that enters into an O&M Contract;

Operating Committee means the joint operating committee established under Clause 6.10 (Operating Committee);

Operational Step-in Event means a failure by the Generator to operate the Plant for more than 72 consecutive Hours without the prior written consent of the Offtaker, other than as a result of:

(a) a Offtaker Risk Event;

(b) a Force Majeure Event;

(c) a Forced Outage or a Scheduled Outage;

(d) dispatch instructions given by the Grid Operator; or

Over the last year the government has been in contact with local manufacturers in Freetown and has found that while most want to increase production and investment in the country, the major impediment was the lack of power along with the prohibitively high cost of power. By installing this plant CEC Africa (SL) would be able to ensure that investments in the manufacturing sector can be realized, creating jobs and prosperity. The CEC Africa (SL) project will enhance wider economic growth through the availability of secure and affordable power.

4. Creates Jobs

The project will represent a 220m US Dollar investment in the economy and will create 200 jobs during the construction works and additional jobs during its operation. A local content procurement and employment section has been negotiated to ensure that Sierra Leonean companies and workers will benefit from the construction works and plant operations.

5. Investment is led by a strong African Developer

The main partner in the project, CECA, from Zambia, are a leading power development company in Africa. This project will further strengthen South-South economic cooperation.

6. Technology Transfer

The project requires on the developer to train the NPA staff in using the plant. Workers will be seconded from the utility on 6 month rotations to ensure that the workers are knowledgeable with best practices used.

A summary of the agreements is found below:

1. Power Purchase Agreement (PPA)

The PPA defines the commercial and operational terms by which CEC Africa (SL) will supply power to the utility over the next 20 years. All capital costs relating to the construction of the power plant and the connection to the grid will be borne by the developer. The power plant will be able to ensure the required base load energy required in Sierra Leone will be met at all times. The capacity charge for the availability of power is 7 US cents reducing to 6 cents at project completion. This benchmarks favourably against other African power agreements. The technology and the feedstock used are the most competitive conventional sources in the Sierra Leonean context and will help bring down the cost of generating power to the utility.

2. Government Guarantee

GoSL guarantees the power sales to the utility and is in the process of seeking World Bank support

3. Tax Incentives

In line with the Government's investment incentive policy, the usual tax incentives and Government support have been granted to the project.

Summary

The CEC Africa (SL) project is of strategic importance to the power sector of Sierra Leone. It is a significant addition to the current installed capacity and will allow the forecasted demand in the Western Area to be met.

The PPA has been negotiated by the Government supported by its international advisers over a period of 2 years and it is the Government's opinion that the agreement laid before Parliament is in the best interests of the country.

Government solicits Parliamentary ratification which is a condition precedent to financial closing of the project and an important step towards ground-breaking before the end of the current calendar year.

(e) an emergency;

Operational Step-in Rights means the Offtaker's rights under Clause 15.1(a) (Offtaker Step-in Rights);

Operating Procedures means the operating procedures as agreed and amended from time to time by the Generator and the Offtaker in accordance with Clause 6.11 (Operating Procedures);

Output Charge has the meaning given to it in Schedule 8 (Tariff).

Output Metering Defect means, in relation to an Output Metering System, that:

(a) the Output Metering System is not in service due to maintenance, repairs or a Relief Event;

(b) the Output Metering System fails to register;

(c) the Output Metering System is found to have a broken seal; or

(d) a test under Clause 6.7(e) (Output Metering) finds that the accuracy of the Output Metering System is not within the permitted tolerances set out in Schedule 5 (Metering Standards and Testing);

Output Metering Defect Period means either:

(a) the actual period during which an Output Metering System was affected by an Output Metering Defect; or

(b) if the period referred to in paragraph (a) cannot be determined to the reasonable satisfaction of the Offtaker, half of the period from the Day on which the Output Metering System was last tested and found to be accurate to within the permitted tolerance set out in Schedule 5 (Metering and Testing) to the Day of the current test;

Output Metering Systems means each of the Main Output Metering System and the Back-up Output Metering System;

Parties means each of the parties to this Agreement;

Performance Bond means a standby letter of credit that meets the requirements of Clause 4.1 (Performance Bonds);

Permit means any permit, consent, licence, authorisation, authority, approval, visa or waiver from, and filings with, any Government Authority;

Permitting Failure means any Permit required by a Project Party in connection with the Generation Project (including any Permit that was issued before the Effective Date):

(a) terminating, being withdrawn, suspended, amended, modified or replaced, other than as a result of any failure by the Project Party to comply with any conditions on which the Permit was originally issued; or

(b) terminating, being withdrawn, suspended, amended, modified or replaced as a result of a failure by the Project Party to comply with any conditions on which the Permit was originally issued, unless the Project Party has been given prior written notice of the failure and has not remedied the failure within the maximum period prescribed by Law for remedying the failure;

Phase means each of Phase I, Phase II and Phase III;

Phase I means the first phase of the new heavy fuel oil/diesel-fired power plant to be built by the Generator on the main Project Site with a capacity of 50MW and all associated facilities, systems and ancillary equipment of the Generator, as described in Schedule 1 (Description of Plant);

Phase I Commercial Operation Date means the Day immediately after the Day on which the COD Tests for Phase I are Duly Completed;

Phase I Contract Period means the period starting on the Phase I Commercial Operation Date and ending on the Day before the Phase II Commercial Operation Date;

Phase I Scheduled Commercial Operation Date means the date which falls 18 months after the date on which Financial Close for Phase I occurs;

Phase I Term means the period starting on the Phase I Commercial Operation Date and ending on the 20th anniversary of the Phase I Commercial Operation Date;

Phase II means the second phase of the new heavy fuel oil/diesel-fired fuel power plant to be built by the Generator on the main Project Site with a capacity of 39MW and all associated facilities, systems and ancillary equipment of the Generator, as described in Schedule 1 (Description of Plant);

Phase II Commercial Operation Date means the Day immediately following the Day on which the COD Tests for Phase II are Duly Completed;

Phase II Contract Period means the period starting on the Phase II Commercial Operation Date and ending on the Day before the Phase III Commercial Operation Date;

Phase II Scheduled Commercial Operation Date means the date which falls 24 months after the date on which Financial Close for Phase II occurs;

Phase II Term means the period starting on the Milestone Date for Financial Close for Phase II and ending on the 22nd anniversary of that date;

Phase III means the third phase of the new heavy fuel oil/diesel-fired fuel power plant to be built by the Generator on the main Project Site with a capacity of 39MW and all associated facilities, systems and ancillary equipment of the Generator, as described in Schedule 1 (Description of Plant);

Phase III Commercial Operation Date means the Day immediately following the Day on which the COD Tests for Phase III are Duly Completed;

Phase III Scheduled Commercial Operation Date means the date which falls 24 months after the date on which Financial Close for Phase III occurs;

Phase III Term means the period starting on the Milestone Date for Financial Close for Phase II and ending on the 22nd anniversary of that date;

Plant means:

(a) the brand new heavy fuel oil/diesel-fired power plant with a total capacity of 128MW consisting of Phase I, Phase II and Phase III and all associated facilities, systems and ancillary equipment of the Generator, including the Generator's Fuel transportation and storage infrastructure, all as described in Schedule 1 (Description of Plant); and

(b) for the purposes of Clauses 3.8 (Generator's main construction obligations), 6.1 (Generator's general operating obligations), and Clause 2.6 (Transfer of Plant on Expiry) which include the Generator's obligations to construct, operate and transfer ownership of the New Transmission Facilities to the Offtaker only, the New Transmission Facilities;

PPA Direct Agreement means any direct agreement relating to this Agreement entered into from time to time between the Government, the Grid Operator, the Generator and the Finance Parties;

Preliminary Termination Notice means a notice properly given under Clause 14.7(a) (Termination procedure);

Project Documents means:

(a) this Agreement;

(b) the Collection Account Agreement

(c) the Charge Over Receivables;

(d) each Fuel Supply Agreement;

(e) the Land Agreements;

(f) each EPC Contract;

(g) each O&M Contract;

(h) each other document designated as such by the Parties; and

(i) any extension, replacement, supplementary or substitute contract for any of the above;

Project Parties means each of:

(a) the Generator;

(b) the Shareholders;

(c) each EPC Contractor;

(d) each O&M Contractor;

(e) any subcontractor of any tier of any EPC Contractor or O&M Contractor;

(f) each Fuel Supplier; and

(g) the Finance Parties;

Project Sites means all of the land in respect of which the Generator is granted land rights under the Land Agreements;

Protected Assets means any property or assets of the Government protected by diplomatic or consular privileges under public international law;

Reactive Power means the wattless component of the product of voltage and current, which the Plant shall provide to or absorb from the Grid and which is measured in Mvar;

Reference Conditions means the reference conditions set out in paragraph 2.2 of Schedule 1 (Description of Plant);

Relief Event means:

(a) a Force Majeure Event in relation to which the Generator is entitled to relief under Clause 11 (Force Majeure Events); or

(b) an Offtaker Risk Event in relation to which the Generator is entitled to relief under Clause 12 (Offtaker Risk Events);

Remedy Period means, in relation to a Preliminary Termination Notice, the period of time from delivery of the Preliminary Termination Notice to the proposed termination date properly specified in the Preliminary Termination Notice or such later date as the Parties may agree;

Shareholders means each of CECA BVI and CECA SL;

Scheduled Outage means any unavailability of the Net Dependable Capacity that is scheduled pursuant to Clause 6.3 (Scheduled Outages);

Sierra Leone means the Republic of Sierra Leone;

Sierra Leone Counterparties means each of the parties to the Sierra Leone Documents other than the Project Parties;

Sierra Leone Documents means:

(a) this Agreement;

(b) the Collection Account Agreement;

(c) the Charge Over Receivables;

(d) the Land Agreements;

(e) any other documents designated as such by the Parties;

(f) any extension, replacement, supplementary or substitute contract for any of the above;

Signing Date means the date of this Agreement;

SLL means the Sierra Leonean leone, the lawful currency of the Republic of Sierra Leone;

Sponsors means CEC Africa Investments Limited (a company incorporated in Mauritius) and TCQ Power Limited (a company incorporated in the British Virgin Islands);

Target Capacity means 50MW for Phase I, 39MW for Phase II and 39MW for Phase III;

Technical Dispute means a Dispute which is specified in this Agreement to be subject to Expert Determination;

Technical Limits means the technical operating limits of the Plant specified in Schedule 1 (Description of Plant);

Term means the period of time starting on the Effective Date and ending on:

(a) the last Day of the Phase III Term;

(b) if the Phase III Commercial Operation Date has not occurred, the last Day of the Phase II Term; or

(c) if neither the Phase III Commercial Operation Date nor the Phase II Commercial Operation Date has occurred, the last Day of the Phase I Term,

subject to any extension of where Clause 11.5 (Extension of Term) applies;

Termination Notice means a notice properly given under Clause 14.7(d) (Termination procedure);

Testing Procedures means the operating procedures as approved and amended from time to time in accordance with Clause 3.12 (Testing Procedures);

Transfer Date means the earlier of the last Day of the Term and the date on which the Generator is required to transfer the Plant to the Offtaker pursuant to Clause 14.9 (Buy-out);

US$ means the lawful currency of the United States of America; and

Week means each period of 7 Days beginning at 00:00 on Monday and ending at 24:00 on Sunday.

1.2 Interpretation

In this Agreement:

(a) thetable of contents and the headings are inserted for convenience only and do not affect the interpretation of this Agreement;

(b) references to Clauses and Schedules are to clauses of and schedules to this Agreement and references to a paragraph or subparagraph are references to a paragraph of the Clause, Schedule or subparagraph of the paragraph in which the reference appears;

(c) references to this Agreement or to any other document are to that document as from time to time amended, restated, novated or replaced, however fundamentally;

(d) references to an enactment or Laws are to that enactment or Law as from time to time amended, re-enacted or replaced, however fundamentally;

(e) references to a person include an individual, firm, company, corporation, unincorporated body of persons and any Government Authority;

(f) references to a person include its successors in title, permitted assignees and permitted transferees;

(g) words importing the plural include the singular and vice versa;

(h) the word "including" shall be deemed to be followed by the words "without limitation"; and

(i) unless otherwise indicated, references to a time of day are to local time in Sierra Leone.

1.3 Conflict

The Schedules are an integral part of this Agreement but the provisions of the body of this Agreement shall prevail to the extent they are inconsistent with any provisions contained in the Schedules, except that Schedule 12 (Government support provisions) shall take precedence over the body of this Agreement where remedies are provided under both.

1.4 The Offtaker

(a) The Government and the Grid Operator are jointly and severally liable for the obligations of the Offtaker under this Agreement.

(b) All notices addressed to the Offtaker shall be addressed to both the Government and the Grid Operator and all consents, approvals and waivers by the Offtaker under this Agreement shall require the consent of the Government.

(c) Nothing in Clause 1.4 shall in any way reduce the Government and the Grid Operator's obligations as joint and several obligors in respect of all obligations of the Offtaker under this Agreement.

(d) Payment to the account or accounts specified in an invoice issued under Clause 9.2 (Offtaker invoices) shall discharge the Generator's payment obligation to the Offtaker, whether that account or those accounts are accounts of the Government or the Grid Operator.

(e) In this Agreement, references to "either Party" are references to the Government and the Grid Operator acting jointly on the one hand or to the Generator or the Shareholders on the other hand.

(f) If the Grid Operator has continuously performed all of the Offtaker's financial obligations in compliance with the terms of this Agreement for more than 10 (ten) years from the Effective Date, the Parties will have the right to initiate good faith negotiations on the possibility of transferring all of the Government's rights and obligations under this Agreement to the Grid Operator. The Parties confirm that the Finance Parties' consent to

such transfer will be required and that a transfer could only take place after all the senior debt of the Generation Project has been fully repaid.

1.5 NPA Restructuring

(a) The Government shall give the Shareholders and the Generator at least 60 Days' prior written notice of the NPA Restructuring, with reasonable detail of the proposal.

(b) The Government shall procure that an NPA Restructuring is effected only in accordance with Clause 18.16 (Assignment).

(c) The NPA Restructuring shall not affect the Government's obligations as joint and several obligor as set out in Clause 1.4 (The Offtaker).

1.6 The Shareholders

The Shareholders are Parties to this Agreement solely for the purposes of Schedule 12 (Government support provisions) and, to the extent necessary to give effect to Schedule 12 (Government support provisions), Clause 1, Clause 2 (Effective Date, implementation of the Generation Project and Term), 9 (Invoicing and payments), 16 (Representations), 17 (Governing law and Dispute resolution) and 18 (Miscellaneous) shall also apply with respect to the Shareholders.

2 Effective Date, implementation of the Generation Project and Term

2.1 Effective Date

Clause 1 (Definitions and interpretation), this Clause 2 and Clauses 9 (Invoicing and payments), 14.8 (Longstop dates), 16 (Representations), 17 (Governing law and Dispute resolution) and 18 (Miscellaneous) shall take effect from the Signing Date and the balance of this Agreement shall take effect from the Effective Date.

2.2 Conditions Precedent

(a) The Offtaker shall use all reasonable endeavours to satisfy or procure the satisfaction of the following conditions precedent:

(i) due execution of the Sierra Leone Documents by the relevant Sierra Leone Counterparties; and

(ii) ratification of this Agreement by the Parliament of Sierra Leone.

(b) The Generator shall use all reasonable endeavours to satisfy or procure the satisfaction of the following condition precedent:

(i) due execution of the Sierra Leone Documents by the Generator.

(c) The Parties may waive any of the Conditions Precedent but only by unanimous written agreement.

(d) The Parties shall keep each other informed regarding progress in satisfying the Conditions Precedent on a regular basis.

(e) Each Party shall disclose to the other Party as soon as is reasonably practicable anything that will, or is reasonably likely to, prevent any Condition Precedent from being satisfied.

(f) Each Party shall, promptly upon the satisfaction of a Condition Precedent for which it is responsible, inform the other Parties of that fact and provide signed originals in the case of Sierra Leone Documents or certified copies of documents evidencing satisfaction in the case of the other Conditions Precedent.

2.3 Right to implement the Generation Project

The Government grants to the Generator the right to implement the Generation Project subject to and in accordance with the Sierra Leone Documents.

2.4 Government support provisions

The Government shall comply with its obligations under Schedule 12 (Government support provisions.

2.5 Expiry

This Agreement shall expire at the end of the Term, unless it is terminated earlier under Clause 14 (Early termination) or extended by agreement of the Parties.

2.6 Transfer of Plant on expiry

(a) Upon the scheduled expiry of this Agreement under Clause 2.5 (Expiry), Schedule 14 (Handover Provisions) shall apply.

(b) If Phase III is built at a different location from Phase I and Phase II, the Parties may elect to transfer Phase I and Phase II to the Government upon the expiry of the Phase II Term. If the Parties elect to do so, this Agreement will expire to the extent it relates to Phase I and Phase II.

2.7 Survival

(a) Clauses 1 (Definitions and interpretation) and 2.4 (Government support provisions), this Clause 2.7 (Survival) and Clauses 9 (Invoicing and payments), 10.10 (Liability for

damage to property, death and personal injury), 14 (Early Termination), 15.4(b) (Indemnity), 17 (Governing law and Dispute resolution) and 18 (Miscellaneous) and Schedules 11 (Transfer on termination), 12 (Government support provisions) (other than the Surviving Tax Provisions (as defined in Part II of Schedule 12 (Government support provisions) and 14 (Handover Provisions) shall survive the expiry or early termination of this Agreement for a further period of 2 years and the Surviving Tax Provisions (as defined in Part II of Schedule 12 (Government support provision) which shall survive the expiry or early termination of this Agreement for a further period of 5 years.

(b) Expiry or early termination of this Agreement (or its surviving Clauses) shall not affect the accrued rights and obligations of the Parties or their rights under any law, Permit or any other contract.

3 Construction of the Plant

3.1 Financial Close for Phase I

(a) The Generator shall procure that Financial Close for Phase I occurs no later than the applicable Milestone Date.

(b) If the World Bank does not issue a partial risk guarantee for Phase I within 6 months after the Effective Date:

(i) the Government shall procure a bankable alternative credit enhancement structure for Phase I within 12 months after the Effective Date; and

(ii) the Milestone Date for the achievement of Financial Close for Phase I shall be extended to 6 months after such a bankable alternative credit enhancement structure for Phase I is put in place.

(c) If the Generator does not procure that Financial Close for Phase I occurs by the applicable Milestone Date (as extended by Clause 3.1(b)) but the Generator makes available 10MW of temporary generation capacity to the Offtaker with effect from the Milestone Date in a manner approved by the Offtaker acting reasonably, the Milestone Date for achievement of Financial Close for Phase I shall be extended by a further 6 months.

3.2 Financial Close for Phase II and Phase III

The Milestone Dates specified for achievement of Financial Close for Phase II and Phase III are indicative and the Generator shall not be in breach of this Agreement if achievement of Financial Close for Phase II and Phase III is delayed beyond those dates.

3.3 Notification of Financial Close

The Generator shall:

(a) notify the Offtaker of the date of Financial Close for each Phase promptly after it occurs, together with written confirmation from the Finance Parties that each such Financial Close has occurred; and

(b) provide certified copies of the Finance Documents to the Offtaker no later than 15 Days after they have been executed;.

3.4 EPC Contracts and O&M Contracts

(a) The Milestone Dates specified for entry into EPC Contracts and O&M Contracts for each Phase are indicative and the Generator shall not be in breach of this Agreement if entry into those contracts is delayed beyond those dates.

(b) The Generator shall provide each proposed shortlist of EPC Contractors and O&M Contractors to the Government and the Independent Observer. The Government shall have seven days from the date of receipt of that shortlist to reject by written notice any of the names on that list but only on reasonable grounds which shall be specified in that notice.

(c) The Generator shall provide each detailed design for each Phase to the Government and Independent Observer. The Government shall have 28 days to review and comment in writing on the detailed design to the Generator. The Generator shall have regard to the comments made by the Government in revising the detailed design and shall respond to those comments within 7 days of receipt.

(d) The Generator shall provide a copy of each O&M strategy to the Government and the Independent Observer. The Government shall have 14 days to comment in writing on that strategy to the Generator. The Generator shall have regard to the comments made by the Government in revising the O&M strategy and shall respond to those comments within 7 days of receipt.

(e) The Generator shall not enter into an EPC Contract or an O&M Contract or materially amend an EPC Contract or an O&M Contract which, in either case, would have a material

adverse effect on the Generation Project without the prior written consent of the Offtaker, which consent shall not be unreasonably withheld, delayed or conditioned.

(f) No comments provided or consents given by the Offtaker under paragraphs (b) to (e) shall relieve the Generator from its obligations under this Agreement.

(g) The Generator shall not enter into an EPC Contract unless it requires the EPC Contractor to deliver at least the relevant Target Capacity.

(h) The Generator shall ensure that the Technical Limits agreed with the EPC Contractor shall comply with the Grid's technical specifications.

3.5 Finalisation of certain technical matters

(a) When the Generator has selected an EPC Contractor for a Phase, the Generator shall, after complying with its obligations under Clause 3.4(b) and (c) (EPC Contracts and O&M Contracts), notify the Offtaker of final:

(i) Technical Limits;

(ii) performance curves and other technical parameters that are not given or which are expressed to be preliminary or indicative in Schedule 1 (Description of Plant), Schedule 2 (Interconnection Facilities and Interconnection Point), and Schedule 16 (New Transmission Facilities);

(iii) Fuel specifications for HFO and LFO; and

(iv) Contracted Capacity,

for that Phase, which shall be based on actual equipment manufacturer's specifications and the detailed design for that Phase and which shall be deemed to replace the information contained in Schedule 1 (Description of Plant), 2 (Interconnection Facilities and Interconnection Point) and 3 (Fuel Specifications) for all purposes of this Agreement.

(b) The Offtaker shall acknowledge in writing receipt of the final information provided by the Generator under paragraph (a) promptly after it is received.

3.6 Phase III consultation

(a) Within 30 Days after the Phase II Commercial Operation Date, the Parties shall initiate discussions as to whether it would be appropriate for Phase III:

(i) to use alternative technology or fuel supplies; or

(ii) to be located at a different site.

(b) The discussions under paragraph (a) shall be concluded within 120 Days after the Phase II Commercial Operations Date.

(c) The Parties agree that their discussions under this Clause 3.6 are not legally binding and that, unless this Agreement is amended to give effect to alternative arrangements agreed pursuant to paragraph (a), Phase III shall proceed as currently provided by this Agreement.

3.7 Notice to proceed

The Generator shall issue notice to proceed to the EPC Contractor with respect to each Phase in accordance with the EPC Contract.

3.8 Extension of Milestone Dates

(a) If a Offtaker Risk Event delays the Generator in achieving one or more Milestone Dates, the Milestone Dates shall be extended equitably by agreement between the Parties to take into account the effect of the Offtaker Risk Event on achievement of the Milestone Dates.

(b) If the Parties do not agree on an equitable extension of a Milestone Date within 30 Days after notice from the Generator to the Offtaker seeking an extension of that date under this Clause 3.8, the Generator may refer the matter for Expert Determination.

3.9 Generator's main construction obligations

(a) The Generator shall design, engineer, procure, implement, construct, complete, install, test, commission and develop the Plant:

(i) so as to achieve the Phase I Commercial Operation Date no later than the Phase I Scheduled Commercial Operation Date;

(ii) so as to achieve the Phase II Commercial Operation Date no later than the Phase II Scheduled Commercial Operation Date;

(iii) so as to achieve the Phase III Commercial Operation Date no later than the Phase III Scheduled Commercial Operation Date;

(iv) in accordance with this Agreement and the Sierra Leone Documents;

(v) in accordance with Good Industry Practice; and

(vi) so that each Phase will have a design life as at its commercial operation date of not less than 25 years.

(b) The Generator shall procure that, only brand new parts, equipment and material are used where those items will be incorporated in the Plant.

(c) Any Dispute with respect to the Generator's compliance with paragraphs (a) or (b) shall be settled by Expert Determination.

3.10 Technological and environmental innovation

If any technological upgrades become available for the Plant either the Government or the Generator may give written notice to the other. The Parties shall then meet to discuss in good faith whether or not to implement such upgrades, how the costs will be addressed including how the benefits of any such upgrades shall be shared between the Parties.

3.11 New Transmission Facilities

(a) The New Transmission Facilities shall be constructed in accordance with Schedule 16 and shall be inspected and signed off by an engineer appointed by the Grid Operator to ensure that they comply with the specifications set out in Schedule 16 (New Transmission Facilities) and Good Industry Practice.

(b) The Generator shall have no liability whatsoever under this Agreement with respect to the New Transmission Facilities, other than:

(i) as expressly provided in Clause 3.9 (Generator's main construction obligations);

(ii) the obligation to undertake routine maintenance only under Clause 6.1 (Generator's general operating obligations); and

(iii) to transfer ownership of the New Transmission Facilities to the Offtaker in accordance with Schedule 14 (Handover provisions).

(c) All risk of loss of or damage to the New Transmission Facilities shall rest with the Offtaker.

(d) The Generator shall undertake work in a timely manner in respect of the New Transmission Facilities in addition to that referred to in paragraph (a), such as reinstatement following vandalism, theft or other physical damage or the connection of high voltage customers directly to the New Transmission Facilities, on a cost plus fifteen per cent basis. Provided that such work is inspected and signed off by an engineer appointed by the Grid Operator, all risk of loss of or damage to the New Transmission Facilities shall remain with the Offtaker.

(e) The Offtaker shall indemnify the Generator in respect of all work undertaken under paragraph (d) and all costs and liabilities under the Law or to any third party that would

not have been incurred or arisen had the Generator not been the owner of the New Transmission Facilities.

3.12 Testing Procedures

(a) The Generator shall develop detailed procedures for commissioning each Phase and conducting the COD Tests, Annual Tests and Additional Tests in consultation with the EPC Contractor and submit them for the Offtaker's approval no later than 180 Days prior to the Phase I Commercial Operations Date.

(b) The Testing Procedures shall be based on the commissioning and testing arrangements set out in Schedules 4 (Commissioning and Testing) and 6 (Capacity Tests) and other relevant provisions of this Agreement.

(c) The Generator may request amendments to the Testing Procedures from time to time.

(d) The Offtaker shall not unreasonably withhold or delay its approval of the Testing Procedures or any amendment to them.

3.13 COD Tests

(a) The Generator shall:

(i) conduct the COD Tests for each Phase in accordance with Schedule 4 (Commissioning and Testing) and the Testing Procedures;

(ii) give the Offtaker reasonable notice of each COD Test; and

(iii) permit the Offtaker's nominated representatives to attend each COD Test.

(b) The Offtaker shall:

(i) dispatch the Plant as and when reasonably required by the Generator to enable the Generator to commission and optimise the Plant, to conduct each COD Test and to conduct any other tests reasonably required under each EPC Contract;

(ii) take the Net Output associated with the commissioning and optimisation of the Plant and the COD Tests;

(iii) pay the Output Charge for the Net Output referred to in paragraph (ii); and

(iv) procure that its nominated representatives attending the COD Tests do not interfere with the performance of the Generator's obligations under the Project Documents.

(c) Any Dispute with respect to a Party's compliance with this Clause 3.13 shall be settled by Expert Determination.

3.14 Phase I Commercial Operation Date

The Offtaker and the Generator shall jointly certify in writing that the Phase I Commercial Operation Date has occurred no later than three days after the Phase I Commercial Operation Date has been achieved.

3.15 Phase II Commercial Operation Date

The Offtaker and the Generator shall jointly certify in writing that the Phase II Commercial Operation Date has occurred no later than three days after the Phase II Commercial Operation Date has been achieved.

3.16 Phase III Commercial Operation Date

The Offtaker and the Generator shall jointly certify in writing that the Phase III Commercial Operation Date has occurred no later than three days after the Phase III Commercial Operation Date has been achieved.

3.17 Disputes as to completion

Any Dispute as to whether the Phase I Commercial Operation Date, Phase II Commercial Operation Date or Phase III Commercial Operation Date has occurred shall be settled by Expert Determination.

3.18 Liquidated damages for Capacity Shortfall

If there is a Capacity Shortfall for any Phase, the Generator shall pay liquidated damages to the Offtaker equal to the rate of performance liquidated damages per MW of Capacity Shortfall under the relevant EPC Contract, provided that the total amount of liquidated damages payable under this Clause 3.18 shall not exceed five per cent of the contract price under the relevant EPC Contract.

4 Performance Bonds and construction delay

4.1 Performance Bonds

(a) No later than the date of Financial Close for each Phase, the Generator shall deliver a Performance Bond to the Offtaker which complies with the requirements of this Clause 4.1. The Milestone Date for Financial Close for Phase I shall not be satisfied unless the Generator has complied with its obligations under this Clause 4.1(a).

(b) Each Performance Bond shall be denominated in US$ in an amount equal to 10 per cent of the contract price in respect of the EPC Contract price for the applicable Phase as at the date of issue of the Performance Bond.

(c) The Generator shall maintain the Performance Bond until 30 Days after the completion of the COD Tests for the relevant Phase, and the Generator shall extend or replace it as necessary if it is due to expire before that date.

(d) The Offtaker shall return each Performance Bond to the Generator:

(i) upon its expiry and replacement by another Performance Bond; or

(ii) no later than the expiry date referred to in paragraph (c),

whichever is earlier.

(e) Each Performance Bond shall:

(i) be a standby letter of credit;

(ii) be in favour of the Government;

(iii) be substantially in the form specified in Schedule 7 (Form of Performance Bond); and

(iv) be issued by a bank approved by the Offtaker, such approval not to be unreasonably withheld or delayed.

(f) If the Offtaker has reasonable grounds to doubt the ability of a Performance Bond issuing bank to meet its obligations under a Performance Bond, the Offtaker may request the Generator to replace the Performance Bond with a Performance Bond issued by another bank approved by the Offtaker, such approval not to be unreasonably withheld or delayed.

4.2 Demands under Performance Bond

(a) The Offtaker may:

(i) demand payment of the entire amount of a Performance Bond if the Generator has failed to extend or replace it at least 30 Days before it expires where Clause 4.1 (Performance Bonds) requires the Generator to do so; and

(ii) make one or more demands under a Performance Bond up to any amount due but unpaid by the Generator under Clauses 4.3 (Delay liquidated damages – Phase I),

4.4 (Delay liquidated damages – Phase II) and 4.5 (Delay liquidated damages – Phase III) within the periods specified in this Agreement;

(b) If the Offtaker makes a demand under paragraph (a)(i) and the Generator subsequently provides a replacement Performance Bond, the Offtaker shall immediately pay the proceeds of the demand to the Generator.

(c) The Generator is not required to replenish or replace a Performance Bond following a demand under paragraph (a).

4.3 Delay liquidated damages – Phase I

If the Phase I Commercial Operation Date does not occur on or before the Phase I Scheduled Commercial Operation Date, the Generator shall pay liquidated damages to the Offtaker of 0.049 per cent of the contract price in respect of Phase I under the EPC Contract as at the date on which the Generator issued final notice to proceed in respect of Phase I to the EPC Contractor under the EPC Contract for each Day of delay from and including the Phase I Scheduled Commercial Operation Date until and including the day before the Phase I Commercial Operation Date, subject to the cap on liability under Clause 4.6 (Caps on delay liquidated damages).

4.4 Delay liquidated damages – Phase II

If the Phase II Commercial Operation Date does not occur on or before the Phase II Scheduled Commercial Operation Date, the Generator shall pay liquidated damages to the Offtaker of 0.049 per cent of the contract price in respect of Phase II under the EPC Contract as at the date on which the Generator issues final notice to proceed with respect to Phase II to the EPC Contractor under the EPC Contractor for each Day of delay from and including the Phase II Scheduled Commercial Operation Date until and including the day before the Phase II Commercial Operation Date, subject to the cap on liability under Clause 4.6 (Caps on delay liquidated damages).

4.5 Delay liquidated damages – Phase III

If the Phase III Commercial Operation Date does not occur on or before the Phase III Scheduled Commercial Operation Date, the Generator shall pay liquidated damages to the Offtaker of 0.049 per cent of the contract price in respect of Phase III under the EPC Contract as at the date on which the Generator issues final notice to proceed with respect to Phase III to the EPC Contractor under the EPC Contractor for each Day of delay from and including the Phase III Scheduled Commercial Operation Date until and including the day before the Phase III Commercial Operation Date, subject to the cap on liability under Clause 4.6 (Caps on delay liquidated damages).

4.6 Caps on delay liquidated damages

The total amount of liquidated damages payable under:

(a) Clause 4.3 (Delay liquidated damages – Phase I) shall not exceed 10 per cent of the contract price in respect of Phase I under the EPC Contract;

(b) Clause 4.4 (Delay liquidated damages – Phase II) shall not exceed 10 per cent of the contract price in respect of Phase II under the EPC Contract

(c) Clause 4.5 (Delay liquidated damages – Phase III) shall not exceed 10 per cent of the contract price in respect of Phase III under the EPC Contract.

5 Construction delays excused by Relief Events

5.1 Extension of construction schedule

(a) If a Relief Event delays the Generator in achieving the Phase I Commercial Operation Date, the Phase I Scheduled Commercial Operation Date shall be extended equitably by agreement between the Parties to take into account the effect of the Relief Event on achievement of the Phase I Commercial Operation Date.

(b) If a Relief Event delays the Generator in achieving the Phase II Commercial Operation Date, the Phase II Scheduled Commercial Operation Date shall be extended equitably by agreement between the Parties to take into account the effect of the Relief Event on achievement of the Phase II Commercial Operation Date.

(c) If a Relief Event delays the Generator in achieving the Phase III Commercial Operation Date, the Phase III Scheduled Commercial Operation Date shall be extended equitably by agreement between the Parties to take into account the effect of the Relief Event on achievement of the Phase III Commercial Operation Date.

(d) If the Parties do not agree on an equitable extension of the Phase I Scheduled Commercial Operation Date, Phase II Scheduled Commercial Operation Date or Phase III Scheduled Commercial Operation Date within 30 Days after notice from the Generator to the Offtaker seeking an extension of one of those dates under this Clause 5.1, the Generator may refer the matter for Expert Determination.

5.2 Deemed completion – Phase I

(a) If an Offtaker Risk Event delays the Generator in achieving the Phase I Commercial Operation Date, the Offtaker shall pay Capacity Charges to the Generator calculated in accordance with paragraph (b) from the Day on which the Phase I Commercial Operation Date would have occurred but for the Offtaker Risk Event until the earlier of:

(i) the Phase I Commercial Operation Date;

(ii) the Day on which the COD Test for Phase I is conducted under Clause 3.13 (COD Tests); and

(iii) the Day on which this Agreement is terminated.

(b) Capacity Charges for the periods referred to in paragraph (a) shall be calculated and invoiced in accordance with this Agreement, except that:

(i) the Phase I Commercial Operation Date shall be deemed to have occurred for the purposes of Clause 8.1 (Phase I Net Dependable Capacity) and Schedule 8 (Tariff);

(ii) the Net Dependable Capacity for Phase I shall be deemed to be equal to the relevant Contracted Capacity; and

(iii) no deduction from the Capacity Charge shall be made in respect of Phase I under paragraph 2.1.3 (Deduction for Reduced Availability) or 2.2.2 (Deduction for Reduced Availability of Schedule 8 (Tariff).

(c) If there is a COD Capacity Shortfall in respect of Phase I, the Generator shall repay to the Offtaker the proportion of the Capacity Charges paid by the Offtaker under this Clause 5.2 that is attributable to the Capacity Shortfall in the first Billing Period after the Phase I Commercial Operation Date.

5.3 Deemed completion – Phase II

(a) If an Offtaker Risk Event delays the Generator in achieving the Phase II Commercial Operation Date, the Offtaker shall pay Capacity Charges to the Generator calculated in accordance with paragraph (b) from the Day on which the Phase II Commercial Operation Date would have occurred but for the Offtaker Risk Event until the earlier of:

(i) the Phase II Commercial Operation Date;

(ii) the Day on which the COD Test for Phase II is conducted under Clause 3.13 (COD Tests); and

(iii) the Day on which this Agreement is terminated.

(b) Capacity Charges for the periods referred to in paragraph (a) shall be calculated and invoiced in accordance with this Agreement, except that:

(i) the Phase II Commercial Operation Date shall be deemed to have occurred for the purposes of Clause 8.3 (Phase II Net Dependable Capacity) and Schedule 8 (Tariff); and

(ii) the Net Dependable Capacity for Phase II shall be deemed to be equal to the relevant Contracted Capacity;

(iii) no deduction from the Capacity Charge shall be made in respect of Phase II under paragraph 2.1.3 (Deduction for Reduced Availability) or 2.2.2 (Deduction for Reduced Availability of Schedule 8 (Tariff).

(c) If there is a COD Capacity Shortfall in respect of Phase II, the Generator shall repay to the Offtaker the proportion of the Capacity Charges paid by the Offtaker under this Clause 5.3 that is attributable to the Capacity Shortfall in the first Billing Period after the Phase II Commercial Operation Date.

5.4 Deemed completion – Phase III

(a) If an Offtaker Risk Event delays the Generator in achieving the Phase III Commercial Operation Date, the Offtaker shall pay Capacity Charges to the Generator calculated in accordance with paragraph (b) from the Day on which the Phase III Commercial Operation Date would have occurred but for the Offtaker Risk Event until the earlier of:

(i) the Phase III Commercial Operation Date;

(ii) the Day on which the COD Test for Phase III is conducted under Clause 3.13 (COD Tests); and

(iii) the Day on which this Agreement is terminated.

(b) Capacity Charges for the periods referred to in paragraph (a) shall be calculated and invoiced in accordance with this Agreement, except that:

(i) the Phase III Commercial Operation Date shall be deemed to have occurred for the purposes of Clause 8.5 (Phase III Net Dependable Capacity) and Schedule 8 (Tariff); and

(ii) the Net Dependable Capacity for Phase III shall be deemed to be equal to the relevant Contracted Capacity;

(iii) no deduction from the Capacity Charge shall be made in respect of Phase III under paragraph 2.1.3 (Deduction for Reduced Availability) or 2.2.2 (Deduction for Reduced Availability of Schedule 8 (Tariff).

(c) If there is a COD Capacity Shortfall in respect of Phase III, the Generator shall repay to the Offtaker the proportion of the Capacity Charges paid by the Offtaker under this Clause 5.4 that is attributable to the Capacity Shortfall in the first Billing Period after the Phase III Commercial Operation Date.

5.5 Disputes as to deemed completion

Any Dispute as to when the Phase I Commercial Operation Date, Phase II Commercial Operation Date or Phase III Commercial Operation Date would have occurred but for an Offtaker Risk Event or with respect to the calculation of Capacity Charges or COD Capacity Shortfall under this Clause 5 shall be settled by Expert Determination.

6 Operation of the Plant

6.1 Generator's general operating obligations

(a) The Generator shall operate and maintain the Plant in accordance with:

(i) the Law;

(ii) the Sierra Leone Documents;

(iii) Good Industry Practice;

(iv) the Operating Procedures; and

(v) subject to the Technical Limits, dispatch instructions given by the Grid Operator in accordance the Operating Procedures and up to the Net Dependable Capacity.

(b) From and after the Phase I Commercial Operation Date, the Generator shall, subject to the Technical Limits:

(i) immediately advise the Offtaker of any circumstance or event that could impact the Net Dependable Capacity;

(ii) operate and maintain the Plant in such manner so as not to have an adverse effect on the Offtaker's voltage level, voltage waveform or transmission and distribution system; and

(iii) install protective relays having ratings and characteristics approved by the Offtaker, maintain the settings of all such relays at levels acceptable to the Offtaker and not change the settings of such relays without the prior written consent of Offtaker which consent shall not be unreasonably withheld or delayed.

(c) Any Dispute as to the Generator's compliance with paragraphs (a)(iii), (iv) and (v) and (b) shall be settled by Expert Determination.

6.2 Reactive Power

(a) The Offtaker may request the Generator to deliver Reactive Power in accordance with the Operating Procedures, provided that the Offtaker shall distribute requests for Reactive Power amongst the Plant and other generating facilities on a non-discriminatory basis having due regard for the system-wide voltage profile, unit location, unit availability, line outages and system demand.

(b) Subject to the Technical Limits and any Scheduled Outage or Forced Outage, the Generator shall deliver Reactive Power requested in accordance with paragraph (a).

(c) Where the Offtaker begins collecting payments from its customers for the provision of Reactive Power, the Generator and the Offtaker shall meet as soon as is reasonably practicable to discuss in good faith what the Offtaker should pay to the Generator for its supply of Reactive Power.

6.3 Scheduled Outages

(a) The Generator shall develop and maintain a maintenance schedule for the Plant, which shall:

(i) incorporate, to the extent required by Good Industry Practice, inspection and maintenance procedures recommended by relevant equipment suppliers; and

(ii) take into account the Offtaker's seasonal demand for electricity, to the extent that it can reasonably do so in a manner that is consistent with paragraph (i), by not scheduling such inspections or maintenance (unless absolutely necessary) during the period 1 December to 30 June in each year.

(b) The Generator shall submit a draft Maintenance Schedule to the Offtaker no later than 90 Days before the Phase I Commercial Operation Date is expected to occur and thereafter at least 90 Days before the start of each Contract Year.

(c) The Offtaker may request changes to the draft Maintenance Schedule to the extent that the draft does not comply with paragraph (a).

(d) If the Offtaker does not request changes to the draft Maintenance Schedule within 30 Days of submission under paragraph (b), that draft Maintenance Schedule shall be the Maintenance Schedule for the following Contract Year.

(e) If the Offtaker requests changes to the draft Maintenance Schedule within 30 Days of submission under paragraph (b), the Generator shall within 15 Days of receipt of such request either incorporate the requested changes in the draft Maintenance Schedule or request a meeting with the Offtaker to discuss the requested changes.

(f) If the Parties do not agree changes to the draft Maintenance Schedule that are requested by the Offtaker under paragraph (c) within 45 Days of submission of the Offtaker's request under paragraph (c), the Offtaker may refer a Dispute as to whether the requested changes are necessary to ensure that the Maintenance Schedule complies with the requirements of paragraph (a) for Expert Determination.

(g) The Generator shall maintain and overhaul the Plant in accordance with the Maintenance Schedule.

(h) The Offtaker or the Generator may request the other to agree to reschedule a Scheduled Outage at any time, such agreement to be at the discretion of that other Party.

(i) Prior to the Phase III Commercial Operation Date, the Generator may request additional Scheduled Outages from time to time in order to accommodate the construction and testing of subsequent Phases.

(j) The Generator shall notify the Offtaker of each Scheduled Outage under paragraph (i) as far in advance as practicable and the Offtaker shall use its best endeavours to approve any such Scheduled Outages.

6.4 Scheduling of Net Output

(a) No later than 180 Days before the Phase I Commercial Operation Date is expected to occur, the Offtaker shall notify the Generator of its estimated requirements for Net Output for each Month of the Phase I Contract Period.

(b) No later than 180 Days before the Phase II Commercial Operation Date is expected to occur, the Offtaker shall notify the Generator of its estimated requirements for Net Output for each Month of the Phase II Contract Period.

(c) No later than 180 Days before:

(i) the Phase III Commercial Operation Date is expected to occur; and

(ii) the beginning of each subsequent Contract Year,

the Offtaker shall notify the Generator of its estimated requirements for Net Output for each Month of the following Contract Year.

(d) No later than 30 Days before the beginning of the Month in which the Phase I Commercial Operation Date is expected to occur, the Offtaker shall notify the Generator by courier of its estimated requirements for Net Output for each Week of the following Month.

(e) No later than 30 Days before the beginning of each subsequent Month, the Offtaker shall notify the Generator of its estimated requirements for Net Output for each Week of the following Month.

(f) No later than 12:00 on the Friday before the Phase I Commercial Operation Date is expected to occur, the Offtaker may notify the Generator by courier of its estimated requirements for Net Output for the following Week.

(g) No later than 12:00 on each Friday after the Phase I Commercial Operation Date, the Offtaker may notify the Generator of its estimated requirements for Net Output for the following Week.

(h) No later than 12:00 on every Day beginning with the Day before which the Phase I Commercial Operation Date is expected to occur, the Offtaker may notify the Generator by telephone of its firm requirements for Net Output for each Hour of the following Day.

(i) The estimated requirements for Net Output notified by the Offtaker under this Clause 6.4 shall take into account the COD Tests, Annual Tests, Additional Tests and Scheduled Outages to the extent that they can be ascertained.

(j) The estimated requirements for Net Output notified by the Offtaker under paragraphs (a) to (c) shall not be binding.

(k) A month ahead notification issued by the Offtaker under paragraph (d) or (e) shall be binding unless it is superseded by a week ahead notification actually received by the Generator under paragraph (f) or (g) and a week ahead notification under paragraph (f) or (g) shall be binding unless it is superseded by a day ahead notification under paragraph (h). The prevailing month ahead, week ahead notification or day ahead notification shall be binding except in the case of an emergency.

6.5 Forced Outages

The Generator shall notify the Offtaker of a Forced Outage as far in advance as practicable and in any event as soon as a Forced Outage occurs.

6.6 Emergencies

(a) The Parties shall incorporate plans for operating the Plant during emergencies in the Operating Procedures.

(b) The plans referred to in paragraph (a) will include recovery from a local or widespread electrical blackout and voltage reduction in order to effect load curtailment.

(c) The Generator shall comply with the emergency procedures contained in the Operating Procedures.

(d) At the Offtaker's request, the Generator shall make technical references available to the Offtaker concerning the Plant's start-up times, black-start capabilities and minimum load-carrying capabilities.

(e) During an emergency, the Generator shall deliver such Net Output as the Plant is able to generate subject to the Technical Limits and in response to dispatch instructions given by the Offtaker in accordance with the Operating Procedures.

(f) If an emergency occurs or is continuing during a Scheduled Outage, the Parties shall use their best efforts to reschedule the Scheduled Outage and, if the Scheduled Outage has already begun, the Generator shall use its best efforts to expedite completion of the work to restore Net Output as soon as possible.

6.7 Output metering

(a) The Generator shall give the Offtaker reasonable notice of the installation, reading, inspection, cleaning, repairing, calibration or replacement of the Output Metering Systems.

(b) The Offtaker's nominated representatives may witness the installation, reading, inspection, cleaning, repairing, calibration or replacement of the Output Metering Systems.

(c) The Output Metering Systems shall be jointly sealed by the Generator and the Offtaker.

(d) The Offtaker shall procure that its nominated representatives exercising the Offtaker's rights under paragraphs (b) and (c) do not interfere with the performance of the Generator's obligations under the Project Documents.

(e) The Generator shall verify the accuracy of the Output Metering Systems:

(i) at reasonable intervals; and

(ii) promptly upon request by the Offtaker.

(f) If a test under paragraph (e) finds that the accuracy of an Output Metering System is not within the permitted tolerance set out in Schedule 5 (Metering Standards and Testing) the

Generator shall promptly calibrate, repair or replace that Output Metering System so that it will accurately measure the Net Output.

(g) The Offtaker shall reimburse the Generator for the fair and reasonable costs of any test undertaken under paragraph (e)(ii) if the accuracy of the Output Metering System is within the permitted tolerance set out in Schedule 5 (Metering Standards and Testing).

(h) The Generator shall give the Offtaker reasonable advance notice of its intention to read the Main Output Metering Systems and the Back-up Output Metering Systems and permit the Offtaker's nominated representatives to attend and witness those readings.

(i) Except when paragraph (j) applies, data from the Main Output Metering Systems shall be the binding measure of Net Output delivered at the Delivery Point for the purposes of this Agreement.

(j) Except when paragraph (k) applies, if the Main Output Metering Systems are affected by an Output Metering Defect, data from the Back-up Output Metering Systems shall be the binding measure of Net Output delivered at the Delivery Point for the purposes of this Agreement during the Output Metering Defect Period.

(k) If both Output Metering Systems are affected by Output Metering Defects, the Generator shall calculate the Net Output delivered at the Delivery Point during the Output Metering Defect Period based on the following methods, in the following order of priority:

(A) data from an Output Metering Systems adjusted by the percentage error apparent from a test undertaken under paragraph (e); and

(B) reasonable estimation based on other data sources.

(l) If the Generator has issued an invoice based on the wrong measure of Net Output delivered at the Delivery Point, the Generator shall recalculate the Output Payment to reflect the correct measure of Net Output and shall either credit any reduction or debit any increase in the Output Payment in the next invoice issued to the Offtaker under Clause 9.1 (Generator invoices).

(m) Any Dispute as to whether an Output Metering Defect has occurred, the duration of the Output Metering Defect Period or the reasonableness of the Generator's determination under paragraph (k) shall be settled by Expert Determination.

6.8 Annual Tests

(a) The Generator shall:

(i) conduct an Annual Test in accordance with Schedule 6 (Capacity Tests) and the Testing Procedures no later than 60 Days before the beginning of each Contract Year, starting with the second Contract Year after the Phase III Commercial Operation Date;

(ii) give the Offtaker reasonable notice of each Annual Test; and

(iii) permit the Offtaker's nominated representatives to attend each Annual Test.

(b) The Offtaker shall:

(i) dispatch the Plant as and when reasonably required to enable the Generator to conduct the Annual Tests in accordance with Schedule 6 (Capacity Tests) and the Testing Procedures;

(ii) take the Net Output associated with the Annual Tests;

(iii) pay the Output Charge for the Net Output referred to in paragraph (ii); and

(iv) procure that its nominated representatives attending the Annual Tests do not interfere with the performance of the Generator's obligations under the Project Documents.

(c) Any Dispute with respect to a Party's compliance with this Clause 6.8 shall be settled by Expert Determination.

6.9 Additional Tests

(a) Additional Tests may be conducted under this Clause 6.9 at any time after the Phase I Commercial Operation Date, Phase II Commercial Operation Date or Phase III Commercial Operation Date.

(b) All Additional Tests shall be conducted in accordance with Schedule 6 (Capacity Tests) and the Testing Procedures.

(c) The Generator may conduct Additional Tests in accordance with this Clause 6.9 and shall give the Offtaker reasonable notice of each Additional Test.

(d) The Offtaker may require the Generator to conduct an Additional Test in accordance with paragraph (h).

(e) The Generator shall permit the Offtaker's nominated representatives to attend each Additional Test.

(f) The Offtaker shall:

(i) dispatch the Plant as and when reasonably required to enable the Generator to conduct the Additional Tests;

(ii) take the Net Output associated with the Additional Tests;

(iii) pay the Output Charge for the Net Output referred to in paragraph (ii); and

(iv) procure that its nominated representatives attending the Additional Tests do not interfere with the performance of the Generator's obligations under the Project Documents.

(g) Any Dispute with respect to a Party's compliance with this Clause 6.9 shall be settled by Expert Determination.

(h) Where the Offtaker, acting reasonably, believes that the total electrical energy generation capacity available at the Delivery Point is less than the current Net Dependable Capacity, the Offtaker may, on no less than 7 days' prior written notice, require the Generator to perform an Additional Test in accordance with Schedule 6 (Capacity Tests) and the Testing Procedures.

6.10 Operating Committee

(a) No later than 180 Days before the Phase I Commercial Operation Date is expected to occur, the Parties shall establish a joint steering committee, which shall have the functions set out in Clause 6.10(c).

(b) The Operating Committee shall consist of one representative of the Government, one representative of the Grid Operator and one representative of the Generator.

(c) The Operating Committee shall be a forum for the Parties to share and discuss information relating to the operation of the Plant under this Agreement (including the draft Testing Procedures, the Operating Procedures and the occurrence of any Offtaker Risk Event or Force Majeure Event) but shall not be a decision-making body.

(d) The Offtaker shall not (and shall procure that its Operating Committee representatives do not) seek to control the Generator's operation of the Plant in any way that is not expressly permitted by this Clause 6.10.

(e) Any member of the Operating Committee may convene a meeting of the Operating Committee on 3 Days' notice to all of the other members.

(f) Members of the Operating Committee may attend any meeting of the Operating Committee in person or by telephone conference.

(g) Meetings of the Operating Committee shall be chaired by a representative of the Offtaker, shall have a quorum of one representative of each Party attending either in person or by telephone and shall have the power to determine its own procedures by unanimous agreement of the representatives present.

6.11 Operating Procedures

(a) The Generator and the Offtaker shall jointly develop written operating procedures for the Plant and approve them no later than 180 Days prior to the Phase I Commercial Operations Date.

(b) The Operating Procedures shall:

(i) be based on the Plant specifications set out in Schedule 1 (Description of Plant), the interconnection facilities set out in Schedule 2 (Interconnection Facilities and Connection Point), the metering arrangements set out in Schedule 5 (Metering Standards and Testing), other relevant provisions of this Agreement and the Offtaker's arrangements for control of the Grid; and

(ii) deal with all operational interfaces between Offtaker and the Generator, including method of day-to-day communication, key personnel lists, clearances and switching practices, outage scheduling, capacity and energy reporting, operations log and control of Reactive Power support.

(c) Either Party may request amendments to the Operating Procedures from time to time.

(d) No Party shall unreasonably withhold or delay its approval of the Operating Procedures or any amendment to them.

6.12 Employment of qualified personnel

(a) With effect from the Phase I Commercial Operation Date, the Generator shall employ (or procure that the O&M Contractor employs) sufficient management, supervisory and other personnel who are suitably qualified and experienced to operate and monitor the Plant and to coordinate operations of the Plant with the Offtaker's operation of the Grid.

(b) The Generator shall ensure that sufficient personnel are on duty at the Plant 24 Hours a day, 7 Days a Week commencing with the date on which electrical energy is first generated by the Plant.

7 Fuel

7.1 Procurement of Fuel

Throughout the term of this Agreement, the Generator shall:

(a) procure Fuel in accordance with this Clause 7;

(b) obtain and maintain Fuel in quantities sufficient to generate Net Output associated with the Net Dependable Capacity at reasonably anticipated levels of dispatch;

(c) obtain and maintain at least 15 Days' supply of HFO and sufficient LFO to do emergency starts for 15 Days at the relevant Project Site at all times from and after the Phase I Commercial Operation Date, except when the Generator is directed by the Offtaker to use that reserve stock;

(d) replenish the reserve stock required to be maintained under paragraph (c) as reasonably practicable after using any of that reserve supply;

(e) not procure fuel from any entity that has been suspended or debarred by the National Public Procurement Authority;

(f) only enter into Fuel Supply Agreements on arm's length terms; and

(g) shall procure the Fuel on a no-gain/no-loss basis.

7.2 Fuel Committee

(a) No later than one year before the Phase I Commercial Operation Date is expected to occur, the Parties shall establish a joint steering committee, which shall have the functions set out in this Clause 7.2.

(b) The Fuel Committee shall consist of 2 representatives of the Government, 2 representatives of the Offtaker and 2 representatives of the Generator.

(c) The Fuel Committee shall be a forum for the Parties to share and discuss information relating to the procurement of Fuel under this Clause 7.2 but shall not be a decision-making body.

(d) The Offtaker shall not (and shall procure that its Fuel Committee representatives do not) seek to control the Generator's procurement of Fuel in any way that is not expressly permitted by this Clause 7.2.

(e) Any member of the Fuel Committee may convene a meeting of the Fuel Committee on 3 Days' notice to all of the other members.

(f) Members of the Fuel Committee may attend any meeting of the Fuel Committee in person or by telephone conference.

(g) Meetings of the Fuel Committee shall be chaired by a representative of the Generator, shall have a quorum of one representative of each Party attending either in person or by telephone and shall have the power to determine its own procedures by unanimous agreement of the representatives present.

7.3 HFO Tenders

(a) No later than 6 months before the Phase I Commercial Operation Date is expected to occur and thereafter no later than 6 months before the expiry of each Fuel Supply Agreement for HFO, the Generator shall prepare and provide to the Offtaker draft tender documents for the procurement of HFO for the Plant.

(b) The tender documents prepared by the Generator shall:

(i) provide for the procurement of HFO for a period of 12 months; and

(ii) seek to optimise HFO cargo sizes to minimise the cost of HFO, subject to the Plant's available HFO storage capacity as forecast by the Generator, taking into account the scheduling of Net Output (insofar as it is known) under Clause 6.4 (Scheduling of Net Output).

(c) The Generator shall consider reasonable comments made by the Offtaker through its Fuel Committee representatives on the draft tender documents but may advertise and issue final tender documents at any time at least 10 Days after providing drafts to the Offtaker in accordance with paragraph (a).

(d) The Generator shall give the Offtaker at least 3 Days' notice of its intention to open tenders received by the Generator and shall permit the Offtaker's Fuel Committee representatives to attend and witness the opening of the tenders.

(e) The Generator shall prepare and provide the Offtaker with a tender evaluation report as soon as practicable after the opening of the tenders, identifying:

(i) all bidders from whom tenders have been received;

(ii) all bidders from whom compliant tenders have been received;

(iii) the fuel price and terms and conditions offered by each bidder;

(iv) the Generator's selection of the winning bidder, which shall be on the basis of the most economically advantageous terms offered by the compliant bidders; and

(v) the Generator's reasons for selecting the winning bidder.

(f) Unless the Offtaker notifies the Generator in writing that it objects to the Generator's selection of the proposed fuel supplier on the basis that the Generator's selection does not comply with this Clause 7.3, the Generator may enter into a Fuel Supply Agreement with the winning bidder on the terms set out in the winning bidder's tender at any time at least 7 Days after providing the tender evaluation report to the Offtaker.

(g) The Generator shall provide a copy of each Fuel Supply Agreement to the Offtaker promptly after it is entered into.

(h) The Generator shall not terminate or materially amend a Fuel Supply Agreement without the prior written consent of the Offtaker, which shall not be unreasonably withheld or delayed.

7.4 Alternative HFO tender arrangements

If for any reason a tender for the supply of HFO under Clause 7.3 (HFO tenders) does not result in the conclusion of a Fuel Supply Agreement with a successful bidder or the Generator reasonably believes that it will not do so, the Parties shall co-operate fully and in good faith in the prompt conclusion of alternative procurement arrangements, such as the award of a Fuel Supply Agreement to a second-ranking bidder or the conduct of an alternative procurement process.

7.5 HFO price hedging

The Parties shall procure that the Fuel Committee discusses the possibility of hedging the price of HFO after the first anniversary of the Phase I Commercial Operation Date and acknowledge that this would require amendments to this Agreement before any such arrangements could be implemented.

7.6 LFO

(a) The Generator shall procure LFO in such manner and quantities and at such times as it sees fit on the most economically favourable terms that are reasonably available at the time.

(b) The Generator shall keep the Fuel Committee informed of the procurement of LFO under paragraph (a).

8 Sale and purchase of Net Dependable Capacity and Net Output

8.1 Phase I Net Dependable Capacity

From the Phase I Commercial Operation Date until the end of the Term:

(a) the Generator shall make available for dispatch and sell to the Offtaker the Net Dependable Capacity of Phase I;

(b) the Offtaker shall purchase the Net Dependable Capacity of Phase I from the Generator for the Capacity Charges;

(c) the Generator shall sell and deliver to the Offtaker the Net Output associated with the Net Dependable Capacity of Phase I; and

(d) the Offtaker shall accept and purchase the Net Output associated with the Net Dependable Capacity of Phase I,

in each case subject to and in accordance with the other provisions of this Agreement.

8.2 Payments for Phase I following expiry of Phase I Term

From the expiry of the Phase I Term until the expiry of the Term:

(a) only "Component B" of the Capacity Charge (as set out in paragraph 2.2 of Schedule 8 (Tariff)) shall be payable in respect of the Net Dependable Capacity of Phase I and shall be multiplied by a factor of 1.10; and

(b) the Output Charge in respect of each Billing Period shall be payable but:

(i) the factor $FDNE_m$ (Deemed Heavy Fuel Oil (HFO) Consumption in GJ) under paragraph 3.2 of Schedule 8 (Tariff) shall be replaced with the actual HFO consumption (in GJ) for Net Output from Phase I in Billing Period 'm'; and

(ii) the factor FDSm (Deemed Light Fuel Oil (LFO) Consumption in GJ) under paragraph 3.2 of Schedule 8 (Tariff) shall be replaced with the actual LFO consumption (in GJ) for Net Output from Phase I in Billing Period 'm'.

8.3 Phase II Net Dependable Capacity

From the Phase II Commercial Operation Date until the end of the Term:

(a) the Generator shall make available for dispatch and sell to the Offtaker the Net Dependable Capacity of Phase II;

(b) the Offtaker shall purchase the Net Dependable Capacity of Phase II from the Generator for the Capacity Charges;

(c) the Generator shall sell and deliver to the Offtaker the Net Output associated with the Net Dependable Capacity of Phase II; and

(d) the Offtaker shall accept and purchase the Net Output associated with the Net Dependable Capacity of Phase II for the Output Charge,

in each case subject to and in accordance with the other provisions of this Agreement.

8.4 Payments for Phase II following expiry of Phase II Term

From the expiry of the Phase II Term until the expiry of the Term:

(a) only "Component B" of the Capacity Charge (as set out in paragraph 2.2 of Schedule 8 (Tariff)) shall be payable in respect of the Net Dependable Capacity of Phase II and shall be multiplied by a factor of 1.10; and

(b) the Output Charge in respect of each Billing Period shall be payable but:

(i) the factor $FDNE_m$ (Deemed Heavy Fuel Oil (HFO) Consumption in GJ) under paragraph 3.2 of Schedule 8 (Tariff) shall be replaced with the actual HFO consumption (in GJ) for Net Output from Phase II in Billing Period 'm'; and

(ii) the factor FDSm (Deemed Light Fuel Oil (LFO) Consumption in GJ) under paragraph 3.2 of Schedule 8 (Tariff) shall be replaced with the actual LFO consumption (in GJ) for Net Output from Phase II in Billing Period 'm'.

8.5 Phase III Net Dependable Capacity

From the Phase III Commercial Operation Date until the end of the Term:

(a) the Generator shall make available for dispatch and sell to the Offtaker the Net Dependable Capacity of Phase III;

(b) the Offtaker shall purchase the Net Dependable Capacity of Phase III from the Generator for the Capacity Charges;

(c) the Generator shall sell and deliver to the Offtaker the Net Output associated with the Net Dependable Capacity of Phase III; and

(d) the Offtaker shall accept and purchase the Net Output associated with the Net Dependable Capacity of Phase III for the Output Charge,

in each case subject to and in accordance with the other provisions of this Agreement.

8.6 Delivery Point

The Generator shall deliver the Net Output to the Offtaker at the Delivery Point.

8.7 Third party sales

The Generator shall not, without the prior written consent of the Offtaker, sell, make available or deliver any part of the capacity or energy of the Plant to any person other than the Offtaker.

8.8 Auxiliary power

The Generator may use electrical energy generated at the Plant throughout the Term for its auxiliary purposes, including construction.

9 Invoicing and payments

9.1 Generator invoices

The Generator shall deliver an invoice to the Offtaker within five Business Days after the end of each Billing Period, itemising the Capacity Charges, Output Charges (including, by way of an addendum, the Fuel transportation costs (including transportation, freight cost, freight loss, port charges, demurrage, freight levy, transfer & agency fees, fuel distribution levy, petroleum levy, import duty, tax and storage charges)), and other amounts payable by the Offtaker under this Agreement in respect of that Billing Period.

9.2 Offtaker invoices

The Offtaker shall deliver an invoice to the Generator within 30 Days after the end of any calendar month in which liquidated damages or any other amounts payable by the Generator under this Agreement, itemising all such amounts payable by the Generator in respect of that Billing Period.

9.3 Form of invoices

All invoices delivered under this Clause 9 shall be in the form agreed by the Generator and the Offtaker, which shall contain sufficient detail to enable the recipient to verify the basis on which the amounts invoiced were calculated.

9.4 Payment of invoices

Subject to Clause 9.6(b) (Collection Account Agreement), each Party shall pay the undisputed amount of each invoice delivered to it under this Clause 9 within 20 Business Days of the Day it

receives such invoice, by wire transfer in immediately available funds to such account or accounts inside or outside Sierra Leone as the invoicing Party specifies in the invoice.

9.5 Disputed invoices

(a) If a Party disputes all or part of any invoice delivered to it under this Clause 9:

(i) it shall pay any undisputed part of the invoice in accordance with Clause 9.4 (Payment of invoices);

(ii) in the case of an invoice disputed by the Offtaker, the Offtaker shall transfer an amount equal to the disputed part from the Collection Account to the Escrow Account in accordance with the Collection Account Agreement within 20 Business Days of the Day it receives such invoice;

(iii) it shall notify the other Party within 14 Days of receipt of the invoice, specifying in detail the grounds of dispute; and

(iv) within 10 Business Days of receipt by a Party of a notice under paragraph (iii), the Parties shall meet at the offices of the Offtaker in Freetown and seek to agree whether the disputed amounts are payable under this Agreement.

(b) A Party may not dispute an invoice more than 90 Days after the due date of that invoice.

9.6 Collection Account Agreement

(a) The Offtaker shall maintain the Collection Account Agreement in full force and effect throughout the Term.

(b) Payments by the Offtaker under this Agreement shall, where applicable, be made in accordance with the Collection Account Agreement.

(c) Nothing in the Collection Account Agreement shall relieve the Offtaker of an obligation to make a payment under this Agreement.

9.7 Fuel Reserve Account

(a) The Generator and Offtaker shall discuss with the Finance Parties the possibility of establishing a debt-funded fuel reserve account, the balance of which would be utilised if the Offtaker does not meet its obligations to pay the Output Charge under Clause 8 (Sale and purchase of Net Dependable Capacity and Net Output).

(b) For the purposes of releasing any available balance standing to the credit of a fuel reserve account established pursuant to paragraph (a) only, any undisputed sum that is due and payable but not paid by the Offtaker under Clause 8 (Sale and purchase of Net

Dependable Capacity and Net Output) shall be deemed to be attributable to the Output Charge.

(c) Nothing in this Clause 9.7 shall relieve the Offtaker of an obligation to pay the Output Charge, nor to pay interest for late payment of the Output Charge.

9.8 Due date

Each payment to be made under or in connection with this Agreement shall be paid on the due date but if that date is not a Business Day, it shall be paid on the next Business Day.

9.9 Goods and services tax

Any applicable value added, sales or goods and services tax shall be paid by the Offtaker to the Generator at the appropriate rates in addition to the Capacity Charges, Output Charges and other amounts payable to the Generator under this Agreement with such amounts payable on the later of (a) the date of payment of the relevant Capacity Charges, Output Charges and other amounts payable to the Generator under this Agreement and (b) receipt by the Offtaker of a valid and appropriate invoice.

9.10 No set-off or deduction

Subject to Clause 9.11 (Gross-up), each payment to be made pursuant to the terms of this Agreement shall be made in full, without any set-off or deduction save as required by Law.

9.11 Gross-up

(a) Subject to paragraph (c) below, if a party making a payment pursuant to the terms of this Agreement (the **Payor**) is required by Law or the laws of any jurisdiction to make a deduction from such payment, the amount payable to the recipient of such payment (the **Recipient**) shall be increased to the extent necessary to ensure that, after such deduction has been made, the recipient receives (after such deduction) a net sum equal to the amount that it would have received had no such deduction been required.

(b) If the Recipient has received an increased payment from the Payor under paragraph (a) and either the Recipient or a related party has received or subsequently receives a credit against, relief or remission for tax payable by it, or any repayment of Tax (a **Credit**), the Recipient will, in its discretion acting reasonably, establish the amount (if any) which, as a result of such receipt, it is able to repay to the Payor promptly without putting itself (and, where the Credit is received by a related party, it and the related party together) in a worse position than if no deduction had been required and will pay such amount (if any) to the Payor as soon as reasonably practicable.

(c) Paragraph (a) above shall not apply where the Recipient is the Offtaker and the deduction is for or on account of tax imposed by Sierra Leone.

9.12 Currency

(a) Subject to paragraph (b), all payments required to be made under this Agreement shall be made in US$.

(b) The Generator may issue invoices in SLL or US$. Invoices issued in SLL shall be calculated by converting the US$ amount payable under this Agreement from US$ into SLL at the exchange rate actually available to the Generator from its Sierra Leonean account bank on the date the invoice is issued for an amount equivalent to the payment in question. Amounts invoiced in SLL shall be paid in SLL to the Generator's Sierra Leonean bank account. Amounts invoiced in US$ shall be paid in US$ to a bank account of the Generator outside Sierra Leone.

(c) The Generator will provide the bank account details for the accounts described in Clause 9.1(b) in each invoice.

(d) If a payment is received from the Offtaker in the wrong currency, that payment will not discharge any part of the obligation in respect of which it was made.

(e) The Generator is irrevocably authorised to convert the amount received into the correct currency and to apply the net proceeds in reduction of the Offtaker's liability.

(f) The Generator shall have no liability with respect to the timing or rate of conversion into the correct currency.

9.13 Interest for late payment

(a) If any Party fails to pay an amount payable in connection with this Agreement (including an amount payable under this Clause 9) on the due date for payment, it will pay interest on that amount from the due date until the date of payment (whether before or after arbitral award) in accordance with this Clause 9.13.

(b) The rate of interest payable under paragraph (a) shall be the one month US$ LIBOR interest rate which would be applicable to a similar amount plus two and a half per cent per annum, compounded on the last day of each calendar month.

(c) Interest is payable under paragraph (a) on the last day of each calendar month or, if earlier, on the date on which the Offtaker pays an amount in respect of which the interest is accruing.

10 Other obligations

10.1 Compliance with Laws

The Generator shall comply with the Law at all times.

10.2 Minimum insurance requirements

(a) The Generator shall obtain and maintain in full force and effect the minimum levels of insurance cover specified in Schedule 9 (Insurance) with reputable insurers, unless and to the extent that such cover is not available on reasonable commercial terms.

(b) If the Generator fails to obtain or maintain any insurance in accordance with paragraph (a), the Offtaker shall be entitled to obtain such insurance at the Generator's cost.

10.3 Insurance certificates

The Generator shall provide copies of all insurance certificates for insurances required under Clause 10.2 (Minimum insurance requirements) to the Offtaker within 30 Days of those insurances being placed or renewed.

10.4 Monitoring

(a) The Generator shall deliver a written monthly report to the Offtaker within 90 Days after the end of each Month in a format agreed between the Generator and the Offtaker.

(b) The Generator agrees that, upon reasonable advance notice to the Generator, duly authorised representatives of the Government, the Grid Operator or Government Authorities may inspect the Plant in connection with their performance of, and exercise of their rights under this Agreement, the other Sierra Leone Documents and the Law.

(c) The Offtaker shall not, and shall procure that no representatives conducting an inspection under paragraph (b) interferes with the performance of the Generator's obligations under the Project Documents.

(d) The Offtaker shall comply, and shall procure that all representatives conducting an inspection under paragraph (b) comply with the reasonable instructions of the Generator or its contractors in relation to safety and security.

(e) Each Party shall keep complete and accurate records and all other data required by each of them for the purposes of proper administration of this Agreement and the other Sierra Leone Documents, including an up-to-date operating log, and records of:

(i) Reactive Power production for each Hour, frequency and 33 kV bus voltage at all times:

(ii) changes in operating status, emergencies, Scheduled Outages and Forced Outages;

(iii) any unusual conditions found during inspections; and

(iv) other matters agreed by the Operating Committee.

(f) The Offtaker shall have the right, upon reasonable prior written notice to the Generator, to examine and/or make copies of the records and data of the Generator referred to in paragraph (e) at any time during normal office hours during the period such records and data are required to be maintained.

(g) All records referred to in paragraph (e) shall be maintained for a minimum of 10 Years after the creation of such record or data and for any additional length of time required by Law.

(h) The Generator shall not dispose of or destroy any records where it is permitted to do so by paragraph (g) without 12 Months prior written notice (generally describing the records or data to be destroyed or disposed of) to the Offtaker, and the Offtaker may receive such records in lieu of such disposal or destruction by giving at least 30 Days prior notice to the Generator before to the expiration of the 12 Month period.

10.5 Sierra Leone Local Content Policy

The Generator shall comply with the requirements set out in Schedule 10 (Sierra Leone Local Content Policy).

10.6 Secondment of employees

The Offtaker and the Generator intend to negotiate and enter into an agreement for the secondment of staff from the Offtaker to the Generator or the O&M Contractor with effect from the Phase I Commercial Operation Date.

10.7 Security

(a) The Generator shall take such measures as are required for the security of the Plant.

(b) The Generator may contract with a private security company for the provision of security guards and surveillance by closed circuit television cameras for the protection of the Project Sites from trespass and any criminal public order offence.

10.8 Subcontracts

(a) The Generator may perform its obligations under this Agreement through subcontractors of any tier, including each EPC Contractor and each O&M Contractor, provided that the appointment of any contractor by the Generator or subcontractor by the contractor shall not relieve the Generator of any of its obligations or liability in relation to the Generation Project under this Agreement or other Sierra Leone Documents.

(b) The Generator shall give at least 30 Days prior notice to the Offtaker of any change to the identity of an EPC Contractor or O&M Contractor.

10.9 Beneficial Change in Law

(a) If there is a Change in Law which results in a Financial Benefit to the Generator, the Offtaker shall deliver a notice to the Offtaker within 30 Days of becoming aware of that Financial Benefit, specifying:

(i) the cause and amount of the Financial Benefit that it reasonably considers to be attributable to the Change in Law; and

(ii) the Offtaker's proposed mechanisms for claiming the benefit of the Financial Benefit.

(b) Within 10 Days of delivery of a notice under paragraph (a), the Parties shall meet at the offices of the Offtaker in Freetown to discuss the subject matter of the notice and seek in good faith to agree the amount of the Financial Benefit.

(c) The Generator shall pass the Financial Benefit to the Offtaker by a lump sum payment to the Offtaker in the case of an upfront Financial Benefit or an adjustment to the Capacity Charges and/or Output Charges in the case of other Financial Benefits, in either case structured so as to preserve:

(i) the Generator's minimum and average debt service and loan life cover ratios as forecast immediately prior to the Financial Benefit being realised; and

(ii) the rate of return anticipated by the Generator's shareholders immediately prior to the Financial Benefit being realised,

in either case as demonstrated by the Generator's financial model.

(d) If the Parties have not agreed the amount of the Financial Benefit, the reimbursement mechanism or the calculation under paragraph (c) within 60 Days of delivery of a notice under paragraph (a), the Offtaker may refer those matters for Expert Determination.

10.10 Liability for damage to property, death and personal injury

(a) The Generator shall hold harmless and reimburse the Offtaker Parties from and against all Losses to the extent that:

(i) those Losses result from damage to property, death or personal injury;

(ii) the damage to property, death or personal injury referred to in paragraph (i) results from either the breach of this Agreement by the Generator or one or more negligent acts or omissions of a Generator Party that is connected with the Generation Project;

(iii) those Losses are not caused by the negligence, misconduct or breach of contract of any Offtaker Party or the failure of any Offtaker Party to take reasonable steps to mitigate such Losses; and

(iv) in relation to Losses resulting from damage to property, the amount of those Losses does not exceed US$500,000 (or its equivalent in any currency) arising out of any one occurrence.

(b) The Offtaker shall hold harmless and reimburse the Generator Parties from and against all Losses to the extent that:

(i) those Losses result from damage to property, death or personal injury;

(ii) the damage to property, death or personal injury referred to in paragraph (i) results from either the breach of this Agreement by the Offtaker or one or more negligent acts or omissions of an Offtaker Party or a high voltage customer connected to the New Transmission Facilities (if any) that is connected with the Generation Project;

(iii) those Losses are not caused by the negligence, misconduct or breach of contract of any Generator Party or the failure of any Generator Party to take reasonable steps to mitigate such Losses; and

(iv) in relation to Losses resulting from damage to property, the amount of those Losses does not exceed US$500,000 (or its equivalent in any currency) arising out of any one occurrence.

(c) Each Party shall notify the other Party in writing of any event that may result in a Loss requiring reimbursement under this Clause 10.10 as soon as the first Party becomes aware of that event but a failure by the Party suffering Losses to so notify the reimbursing Party shall not reduce the reimbursing Party's obligations under this Clause 10.10, except to the extent that the reimbursed Party's delay increases its Losses.

(d) A reimbursing Party's liability under paragraph (a) or (b) with respect to any Loss consisting of a third party claim shall arise only upon:

(i) the settlement of the Loss by the reimbursed Party with the prior written consent of the reimbursing Party; or

(ii) the giving or making of a judgment or award with respect to the Loss by a court or tribunal of competent jurisdiction which either cannot be appealed or where the time limit for lodging an appeal has expired,

and the reimbursing Party shall reimburse the other Party in respect of that Loss within 30 Days after notice from the other Party that it has paid the claim pursuant to that settlement, judgment or award.

10.11 Financial model

(a) The Parties acknowledge and agree that as at the Signing Date the Generator's financial model was indicative only, and that the Generator envisages finalising a financial model at Financial Close for Phase I and updating it at Financial Close for Phase II and Financial Close for Phase III.

(b) The Parties agree that the financial model will:

(i) accurately and fairly reflect the 128MW Generation Project; and

(ii) be prepared in a manner which reflects best international project finance practice.

(c) The Generator shall provide the Offtaker with a soft copy of each financial model no later than 30 Days after the relevant Financial Close. If the Offtaker, acting reasonably, believes that the financial model does not conform with the requirements of paragraph (b), then the Parties shall meet as soon as is reasonably practicably to discuss in good faith whether any changes need to be made to the financial model to make it conform with the requirements of paragraph (b). If the Parties do not reach agreement within 60 Days after the relevant Financial Close, then either Party may refer the matter to Expert Determination.

11 Force Majeure Events

11.1 Notice of Force Majeure Event

(a) A Party that is prevented, hindered or delayed in performing any of its obligations under this Agreement by a Force Majeure Event shall deliver a notice to the other Party within 10 Days of the date on which it became aware of the effect of such event, or within 10

Days of the date on which it ought reasonably to have known its performance would be so impacted, specifying:

(i) the event or circumstance that constitutes the Force Majeure Event in reasonable detail;

(ii) the impact or anticipated impact of the Force Majeure Event on the affected Party's performance of its obligations under this Agreement;

(iii) the affected Party's reasonable estimate of the duration of impact of the Force Majeure Event on the affected Party's performance of its obligations under this Agreement; and

(iv) the steps that the affected Party has taken, is taking or intends to take under Clause 11.2 (Mitigation).

(b) If a Party does not deliver a notice when required under paragraph (a), the protections available to that Party under this Clause 11 in relation that Force Majeure Event shall apply only from the time when such a notice is delivered.

(c) For so long as a Party continues to claim to be affected by a Force Majeure Event, it shall provide weekly progress reports to the other Party in relation to:

(i) the affected Party's reasonable estimate of the length of time its performance will continue to be affected by such Force Majeure Event; and

(ii) the actions taken and actions proposed to be taken by the affected Party in order to mitigate the impact of the Force Majeure Event.

(d) A Party affected by a Force Majeure Event shall notify the other Party immediately in writing of the time when it considers the Force Majeure Event to have ended.

11.2 Mitigation

(a) A Party that is prevented, hindered or delayed in performing its obligations under this Agreement by a Force Majeure Event shall:

(i) use its reasonable efforts to mitigate the effects of that Force Majeure Event;

(ii) perform such of its obligations as are not prevented, delayed or hindered by that Force Majeure Event; and

(iii) resume full performance of its obligations under this Agreement as soon as reasonably practicable after that Force Majeure Event ceases to prevent, delay or hinder such performance.

(b) Notwithstanding any other provision of this Agreement, a Party shall be entitled to the protections available to it under this Agreement in relation to a Force Majeure Event only to the extent that it has complied with its obligations under paragraph (a) in relation to that Force Majeure Event.

11.3 Non-performance excused

(a) Except as provided in paragraphs (b) and (c), a Party shall be excused from performing its obligations under this Agreement to the extent that its failure to perform those obligations is caused by a Force Majeure Event.

(b) The suspension of performance shall be of no greater scope and of no longer duration than is required by the Force Majeure Event, plus a reasonable additional period to enable the affected Party to remobilise following the date on which the Force Majeure Event ceases to render the affected Party unable to perform its obligations under this Agreement.

(c) Nothing in this Clause 11 shall excuse:

(i) any failure to pay money; or

(ii) any failure or delay to the extent that such failure or delay would nevertheless have been experienced by that Party had the Force Majeure Event not occurred.

11.4 Payments during Force Majeure Events

(a) If the Offtaker is affected by a Force Majeure Event (including unavailability of the Grid or the New Transmission Facilities), it shall continue to pay Capacity Charges in accordance with Clause 8 (Sale and Purchase of Net Dependable Capacity and Net Output).

(b) Nothing in this Clause 11 shall require the Offtaker to pay the Output Charge for Net Output that is not actually delivered in accordance with this Agreement.

11.5 Extension of Term

(a) If a Force Majeure Event occurs on or after the Phase I Commercial Operation Date and prevents the Generator from making available the Net Dependable Capacity of Phase I, the Phase I Term (and thereby the date on which the Capacity Charge steps down under Clause 8.2 (Payments for Phase I following expiry of Phase I Term)) shall be extended by a period of time equal to the duration of the Force Majeure Event.

(b) If a Force Majeure Event occurs on or after the Phase II Commercial Operation Date and prevents the Generator from making available the Net Dependable Capacity of Phase II, the Phase II Term (and thereby the date on which the Capacity Charge steps down under

Clause 8.4 (Payments for Phase II following expiry of Phase II Term)) shall be extended by a period of time equal to the duration of the Force Majeure Event.

(c) If a Force Majeure Event occurs on or after the Phase III Commercial Operation Date and prevents the Generator from making available the Net Dependable Capacity of Phase III, the Phase III Term and the Term shall be extended by a period of time equal to the duration of the Force Majeure Event.

11.6 Exclusions from Force Majeure Events

The following events, circumstances or conditions shall not constitute a Force Majeure Event:

(a) strikes, lock-outs, industrial disputes, industrial difficulties, work bans, blockages, picketing or other industrial action solely or primarily by employees of the affected Party or its subcontractors of any tier;

(b) any failure to take into account prevailing ground conditions (including geological conditions) that should have been foreseen by the use of Good Industry Practice based on the information actually available to the Generator as at the Signing Date;

(c) lack of funds due to any commercial, economic, or financial reason, including the Generator's inability to achieve a satisfactory rate of return;

(d) failure or delay of performance by a subcontractor (including a Fuel Supplier), except to the extent that such failure or delay is itself caused by a Force Majeure Event.

11.7 Exclusion of general law force majeure principles

No Party shall be excused from performing its obligations under this Agreement by any unforeseen event or circumstance, nor any event or circumstance beyond its control except as expressly set out in this Agreement.

12 Offtaker Risk Events

12.1 Notification of Offtaker Risk Event

If the Generator is prevented, hindered or delayed in performing any of its obligations under this Agreement by an Offtaker Risk Event, it shall deliver a notice to the Offtaker within 10 Days of the date on which it became aware of the effect of such event or within 10 Days of the date on which it ought reasonably to have known its performance would be so impacted, specifying:

(a) the event or circumstance that constitutes the Offtaker Risk Event in reasonable detail;

(b) the impact or anticipated impact of the Offtaker Risk Event on the Generator's performance of its obligations under this Agreement;

(c) the Generator's reasonable estimate of the duration of the Offtaker Risk Event on the Generator's performance of its obligations under this Agreement;

(d) the action that it has taken, is taking or proposes to take under Clause 12.2 (Mitigation); and

(e) its current estimate of any Loss that may be caused by the Offtaker Risk Event.

12.2 Mitigation

(a) The Generator shall:

(i) use its reasonable efforts to mitigate the effects of an Offtaker Risk Event;

(ii) perform such of its obligations as are not prevented, delayed or hindered by that Offtaker Risk Event; and

(iii) resume full performance of its obligations under this Agreement as soon as reasonably practicable after that Offtaker Risk Event ceases to prevent, delay or hinder such performance.

(b) Notwithstanding any other provision of this Agreement, the Generator shall be entitled to the protections available to it under this Agreement in relation to an Offtaker Risk Event only to the extent that it has complied with its obligations under paragraph (a) in relation to that Offtaker Risk Event.

12.3 Non-performance excused

(a) The Generator shall be excused from performing its obligations under this Agreement to the extent that its failure to perform those obligations is caused by an Offtaker Risk Event, provided, however, that no relief shall be granted to the Generator pursuant to this Clause 12 to the extent that such failure or delay would have nevertheless been experienced by the Generator had such Offtaker Risk Event not occurred.

(b) The suspension of performance shall be of no greater scope and of no longer duration than is required by the Offtaker Risk Event, plus a reasonable additional period to enable the Generator to remobilise following the date on which the Offtaker Risk Event ceases to render the Generator unable to perform its obligations under this Agreement.

12.4 Capacity Charges if an Annual Test or Additional Test cannot be conducted

(a) If an Offtaker Risk Event prevents or delays an Annual Test or Additional Test from being Duly Completed, paragraph (b) shall apply to the calculation of Capacity Charges from the Day on which the Annual Test or Additional Test would have been Duly Completed but for the Offtaker Risk Event until the earlier of:

(i) the Day on which an Annual Test or Additional Test is Duly Completed;

(ii) the Day on which an Annual Test or Additional Test is conducted but is not Duly Completed other than due to an Offtaker Risk Event; and

(iii) the Day on which this Agreement is terminated.

(b) Capacity Charges for the period referred to in paragraph (a) shall be calculated and paid in accordance with this Agreement, except that the Net Dependable Capacity shall be deemed to be equal to the Net Dependable Capacity established by the most recent COD Test, Annual Test or Additional Test Duly Completed before the Generator was affected by the Offtaker Risk Event.

(c) If the Net Dependable Capacity established by the next Annual Test or Additional Test to be Duly Completed after the Generator is no longer affected by the Offtaker Risk Event is less than the deemed Net Dependable Capacity used to calculate Capacity Charges under paragraph (b), the Generator shall repay to the Offtaker a proportion of the Capacity Charges paid by the Offtaker under paragraph (b) attributable to 50 per cent of the difference between those two Net Dependable Capacities.

(d) Any Dispute with respect to when an Annual Test or Additional Test would have been Duly Completed but for an Offtaker Risk Event or the calculation of Capacity Charges under this Clause 12.4 shall be settled by Expert Determination.

12.5 Capacity Charges if availability of Net Dependable Capacity is adversely affected

(a) If an Offtaker Risk Event occurs or is continuing after the Phase I Commercial Operation Date and adversely affects the Generator's ability to make available the Net Dependable Capacity, paragraph (b) shall apply to the calculation of Capacity Charges in respect of each Hour during which the Generator's ability is so affected.

(b) Capacity Charges for the period referred to in paragraph (a) shall be calculated and invoiced in accordance with this Agreement, except that:

(i) the Net Dependable Capacity; or

(ii) if Clause 12.4 (Capacity Charges if an Annual Test or Additional Test cannot be conducted) also applies in respect of that Hour, the Net Dependable Capacity established by the most recent COD Test, Annual Test or Additional Test Duly Completed before the Generator was affected by the Offtaker Risk Event,

shall be deemed to be available in respect of each Hour of that period.

(c) If the Offtaker Risk Event affects only part of the Plant, then the Capacity Charge during the event shall be the sum of:

(i) the payment described in paragraph (b), pro-rated to reflect the part of the Plant affected by the Offtaker Risk Event; and

(ii) the Capacity Charge calculated in accordance with Schedule 8 (Tariff), pro-rated to reflect the part of the Plant not affected by the Offtaker Risk Event.

(d) Any Dispute with respect to the calculation of Capacity Charges under this Clause 12.5 shall be settled by Expert Determination.

12.6 Output Charges unaffected

For the avoidance of doubt, nothing in this Clause 12 shall require the Offtaker to pay the Output Charge for Net Output that is not actually delivered in accordance with this Agreement.

12.7 Increased Costs

(a) If the Generator incurs or believes that it is likely to incur Increased Costs, it shall:

(i) deliver a notice to the Offtaker within 30 Days of becoming aware of such Increased Costs or forming such a belief, specifying:

(A) the cause, nature and amount or anticipated amount of such Increased Costs in reasonable detail;

(B) the steps that the Generator has taken, is taking or intends to take to mitigate the Increased Costs; and

(C) the Generator's proposed mechanisms for funding the Increased Costs and for reimbursement of the Increased Costs by the Offtaker; and

(ii) use its reasonable efforts to mitigate the Increased Costs.

(b) The Generator shall be entitled to the protections available to it under this Clause 12.7 only to the extent that it has complied with its obligations under paragraph (a)(ii).

(c) Within 10 Days of delivery of a notice under paragraph (a), the Parties shall meet at the offices of the Offtaker in Freetown to discuss the subject matter of the notice and seek in good faith to agree the amount of Increased Costs.

(d) The Offtaker shall reimburse the Generator in respect of the Increased Costs by way of a lump sum payment to the Generator in the case of Increased Costs that are capital costs or by way of an adjustment to the Capacity Charges and/or Output Charges in the case of Increased Costs that are operating costs, in either case structured so as to preserve:

(i) the Generator's minimum and average debt service and loan life cover ratios as forecast immediately prior to the Increased Costs being incurred; and

(ii) the rate of return anticipated by the Generator's shareholders immediately prior to the Increased Costs being incurred,

in either case as demonstrated by the Generator's financial model.

(e) If the Parties have not agreed the amount of Increased Costs, the reimbursement mechanism or the calculation under paragraph (d) within 60 Days of delivery of a notice under paragraph (a), the Generator may refer those matters for Expert Determination.

13 Reinstatement of physical damage

13.1 Reinstatement obligation

If a Casualty Occurrence occurs, the Generator shall repair and reinstate the Plant to the extent required under this Clause 13.

13.2 Financial resources for reinstatement

The Generator shall pursue all rights of compensation and indemnity with respect to a Casualty Occurrence, compromising such claims as it reasonably sees fit.

13.3 Reinstatement determination

(a) As soon as reasonably practicable after a Casualty Occurrence occurs, the Generator shall determine whether the following financial resources are sufficient to enable the Generator to reinstate the Plant or part of the Plant that is affected by the Casualty Occurrence on an economically feasible basis:

(i) compensation recoverable from third parties with respect to the Casualty Occurrence;

(ii) physical damage insurance proceeds available with respect to the Casualty Occurrence; and

(iii) sums payable by the Offtaker under Clause 12.7 (Increased Costs) with respect to the Casualty Occurrence, where it was caused by an Offtaker Risk Event,

in each case to the extent those sums are permitted by the Finance Documents to be applied to reinstatement.

(b) As soon as reasonably practicable after a Casualty Occurrence occurs, the Generator shall notify the Offtaker of its determination under paragraph (a), providing reasonable detail of the basis of its determination.

13.4 Positive reinstatement determination

(a) If the Generator determines under Clause 13.3 (Reinstatement determination) that the Plant or part of the Plant affected by a Casualty Occurrence can be reinstated on a commercially feasible basis, the Generator and the Offtaker shall use their reasonable endeavours to agree a programme of reinstatement works.

(b) The Generator shall use its best endeavours to implement a reinstatement plan agreed by the Parties under paragraph (a).

13.5 Negative reinstatement determination

(a) If the Generator determines under Clause 13.3 (Reinstatement determination) that the Plant or part of the Plant affected by a Casualty Occurrence cannot be reinstated on a commercially feasible basis, either Party may terminate this Agreement in accordance with Clause 14.5 (Termination following Casualty Occurrence).

(b) If the Offtaker disputes a negative reinstatement determination made by the Generator under paragraph (a), the Offtaker may refer the Dispute for Expert Determination.

13.6 Other remedies unaffected

For the avoidance of doubt, nothing in this Clause 13 shall affect the Generator's other rights under this Agreement, including its right to receive Capacity Charges calculated based on deemed completion of the Plant or deemed availability of the Net Dependable Capacity following a Casualty Occurrence caused by an Offtaker Risk Event.

14 Early termination

14.1 Termination for Generator Event of Default

The Offtaker may terminate this Agreement in accordance with Clause 14.7 (Termination procedure) if one or more of the following occurs, unless it is caused by an Offtaker Risk Event or a Force Majeure Event:

(a) the Generator fails to make any payment under this Agreement within 60 Days after it becomes due and payable, unless the payment is being disputed in good faith in accordance with Clause 9.5 (Disputed invoices);

(b) the Generator breaches any material obligation under this Agreement (other than an obligation referred to in paragraph (a) or its obligations under Clause 3.1(a) (Financial Close for Phase I) and fails to remedy that breach within 180 Days of notice from the Offtaker to the Generator identifying the breach in reasonable detail and directing the Generator to remedy the breach;

(c) the Generator is subject to an Insolvency Event;

(d) a Sierra Leone Document is terminated by the Sierra Leone Counterparty for Generator breach;

(e) the Generator Abandons the Generation Project;

(f) breach of Clause 18.4 (Change of Control);

(g) the Net Dependable Capacity:

(i) during the period from the Phase I Commercial Operation Date to the Day before the Phase II Commercial Operation Date is less than 32.5MW for a period of at least 4 consecutive Months;

(ii) during the period from the Phase II Commercial Operation Date to the Day before the Phase III Commercial Operation Date is less than 57.85MW for a period of at least 6 consecutive Months; or

(iii) during the period from the Phase III Commercial Operation Date until the expiry of the Term is less than 83.2MW for a period of at least 6 consecutive Months; or

(h) failure to operate the Plant in accordance with dispatch instructions given by the Offtaker in accordance with this Agreement where the Plant is not affected by a Forced Outage for a continuous period of least 7 Days.

14.2 Termination for Offtaker Event of Default

The Generator may terminate this Agreement in accordance with Clause 14.7 (Termination procedure) if one or more of the following occurs unless (except in the case of Expropriation) it is caused by a breach of this Agreement by the Generator or by a Force Majeure Event:

(a) the Offtaker fails to make any payment under this Agreement within 60 Days after it becomes due and payable, unless the payment is being disputed in good faith in accordance with Clause 9.5 (Disputed invoices);

(b) the Offtaker or the Government breaches any material obligation under this Agreement (other than an obligation referred to in paragraph (a) or its obligations under paragraphs 4.1 (Partial Risk Guarantee for Phase I) or 4.2 (Alternative bankable credit support structure) of Part I of Schedule 12 (Government support provisions)) and fails to remedy that breach within 180 Days of notice from the Generator to the Offtaker identifying the breach in reasonable detail and directing the Offtaker to remedy the breach;

(c) any event or circumstance that constitutes Expropriation; or

(d) a Sierra Leone Document is terminated by the Generator for breach by a Sierra Leone Counterparty.

14.3 Termination for prolonged Force Majeure Events

Either Party may terminate this Agreement in accordance with Clause 14.7 (Termination procedure) if a Force Majeure Event prevents a Party from performing its obligations in accordance with this Agreement for a continuous period of 730 Days in the case of a Force Majeure Event affecting the Generator or 365 Days in the case of a Force Majeure Event affecting the Offtaker.

14.4 Termination for prolonged Offtaker Risk Events

Either Party may terminate this Agreement in accordance with Clause 14.7 (Termination procedure) if an Offtaker Risk Event (other than an Offtaker Risk Event consisting of a breach of this Agreement by the Offtaker) prevents the Generator from constructing or operating the Plant or delivering Net Output in accordance with this Agreement for a continuous period of 270 Days.

14.5 Termination following Casualty Occurrence

(a) Subject to paragraph (b), either Party may terminate this Agreement in accordance with Clause 14.7 (Termination procedure) if the Generator determines that the Plant or part of the Plant affected by a Casualty Occurrence cannot be reinstated on a commercially feasible basis, as referred to in Clause 13.5 (Negative reinstatement decision).

(b) If the Offtaker refers a negative reinstatement by the Generator to for Expert Determination under Clause 13.5(b) (Negative reinstatement determination) within 30 Days of the Generator notifying the Offtaker of that determination, neither Party may terminate this Agreement under this Clause 14.5 unless and until the Expert Determination confirms the negative reinstatement decision.

14.6 Termination for Increased Costs

The Offtaker may terminate this Agreement in accordance with Clause 14.7 (Termination procedure) if payment obligations arise under Clause 12.7 (Increased Costs) or paragraph 3.1 of Part 1 of Schedule 12 that in aggregate exceeds US$8 million in any calendar year.

14.7 Termination procedure

(a) If a Party wishes to terminate this Agreement under Clause 14.1 (Termination for Generator Event of Default) to 14.6 (Termination for Increased Costs) inclusive, it shall give a notice to the other Party specifying the grounds for termination in reasonable detail and the date on which the terminating Party proposes to terminate the Agreement, which shall not be earlier than 30 Days after the date of the Preliminary Termination Notice.

(b) Upon receipt of the notice described in paragraph (a) the Parties shall appoint a Handover Committee in accordance with paragraph 1.6 of Schedule 14 (Handover Provisions) and the committee shall meet weekly thereafter. The provisions of Schedule 14 (Handover Provisions) shall apply.

(c) During the Remedy Period, the Parties shall consult in good faith with a view to agreeing what steps may be taken with a view to remedying and mitigating the consequences of the event or events entitling the terminating Party to deliver the Preliminary Termination Notice.

(d) If after the end of the Remedy Period, the event or events entitling the terminating Party to deliver a Preliminary Termination Notice have not been cured, the Party that delivered the Preliminary Termination Notice may at any time deliver a further notice to the other Party terminating this Agreement.

(e) Subject to the PPA Direct Agreement, this Agreement shall terminate upon delivery of the Termination Notice.

(f) The Phases may not be terminated independently.

(g) The Parties may terminate this Agreement by mutual written consent.

14.8 Longstop dates

(a) Either Party may terminate this Agreement by giving written notice of termination to the other Parties if the Effective Date has not occurred within 12 months after the Signing Date.

(b) If the Government has not obtained the World Bank partial risk guarantee or the bankable alternative credit enhancement structure (together, the **Credit Support**) on the date falling twelve (12) months after the Effective Date, either Party may terminate this Agreement by giving written notice of termination to the other Party. If the failure to obtain the Credit Support was attributable to the Government's failure to comply with its obligations under this Agreement to obtain the Credit Support, then the Government shall reimburse the Generator and the Shareholders for 50 per cent of the Development Costs within 60 Days of presentation of an invoice.

(c) The Government shall have 30 Days to audit the Development Costs and notify the Generator fully and in detail of any invoiced costs that the Offtaker believes do not constitute Development Costs, then either Party may refer the matter to Expert Determination.

(d) Any Party may terminate this Agreement by giving written notice of termination to the other Parties if Financial Close for Phase I has not been reached by the date that falls 6 months after:

(i) the partial risk guarantee is put in place; or

(ii) a bankable alternative credit enhancement structure is put in place,

unless the Generator has made available 10MW of temporary generation capacity in accordance with Clause 3.1(c) prior to that date, in which case the right to terminate shall only arise where the Financial Close for Phase I has not been reached by the date that falls:

(iii) 12 months after the partial risk guarantee is put in place; or

(iv) 12 months after the bankable alternative credit enhancement structure is put in place.

(e) This Agreement shall terminate upon delivery of a notice under paragraph (a), (b) or (d).

14.9 Buy-out

If this Agreement is terminated under this Clause 14 after Financial Close for Phase I has occurred, the Generator shall sell and the Offtaker shall purchase the Generation Project if

required under and on the terms set out in Schedule 11 (Transfer on termination), and Schedule 14 (Handover Provisions) shall apply. If 10MW of temporary generation capacity has been provided in accordance with Clause 3.1(c), the Parties shall, on termination or expiry of this Agreement, meet as soon as is reasonably practical to discuss in good faith the treatment of that generating equipment.

15 Offtaker operational step-in

15.1 Offtaker Step-in Rights

(a) Subject to paragraph (b), if an Operational Step-in Event occurs, the Offtaker may, after giving at least 24 Hours' notice to the Generator, enter the Plant Site and take over operation and maintenance of the Plant.

(b) The Operational Step-in Rights are subject to the Finance Parties' step-in rights under the PPA Direct Agreement and the Offtaker may not exercise or continue to exercise the Operational Step-in Rights during any step-in period under the PPA Direct Agreement, other than with the prior written consent of the Finance Parties.

15.2 Offtaker's obligations during step-in

In exercising the Operational Step-in Rights, the Offtaker shall:

(a) comply with the Law;

(b) comply with Good Industry Practice, including by causing the Plant to be operated and maintained by an adequate number of sufficiently qualified personnel;

(c) perform all of the Generator's obligations under the Project Documents;

(d) continue to pay Capacity Charges based on the Net Dependable Capacity applicable immediately prior to the occurrence of the Operational Step-in Event, Output Charges and other amounts payable under this Agreement, subject to deduction for the Offtaker's reasonable costs of exercising the Operational Step-in Rights;

(e) not do anything that would put the Generator in breach of the Law;

(f) not do anything that would put the Generator in breach of or constitute an event of default under the Finance Documents;

(g) not do anything that would vitiate any insurance policy maintained by the Generator; and

(h) reject Fuel that does not comply with the specifications set out in Schedule 3 (Fuel Specifications).

15.3 Generator's obligations during step-in

The Generator shall cooperate with the Offtaker in all reasonable respects in connection with the exercise of the Operational Step-in Rights but shall not be required to operate or maintain the Plant whilst the Employer is exercising the Operational Step-in Rights.

15.4 Indemnity

The Offtaker shall indemnify and hold the Generator harmless from and against:

(a) the reasonable costs of cleaning and rectifying damage to the Plant caused by the Offtaker Parties in exercising the Operational Step-in Rights; and

(b) any other Loss incurred or suffered by the Generator in connection with the exercise of the Operational Step-in Rights.

15.5 End of operational step-in

The Offtaker shall cease to exercise the Operational Step-in Rights and the Generator shall resume the operation and maintenance of the Plant when the Generator has demonstrated to the reasonable satisfaction of the Offtaker that the Generator is ready and able to resume operation and maintenance of the Plant in accordance with this Agreement.

16 Representations

16.1 Government representations

The Government represents to the Generator that the following matters are true in relation itself as at the Signing Date:

(a) it has the power to execute this Agreement and to exercise its rights and perform its obligations under it and has obtained all necessary authorisations to do so;

(b) the person signing this Agreement on its behalf has the power and authority to do so;

(c) this Agreement has been validly executed on its behalf;

(d) this Agreement is legally binding on and enforceable against it; and

(e) this Agreement constitutes its private and commercial act.

16.2 Representations by other Parties

Each Party (other than the Government) represents to the other Parties that the following matters are true in relation to itself as at the Signing Date:

(a) it is duly incorporated and validly existing under the laws of its place of incorporation;

(b) it has the power to execute this Agreement and to exercise its rights and perform its obligations under it and has obtained all necessary internal authorisations to do so;

(c) this Agreement has been duly executed on its behalf;

(d) this Agreement is legally binding and enforceable against it;

(e) except as disclosed to the other Parties before the Signing Date, no litigation, arbitration or administrative proceedings is taking place which could have a material adverse effect on it;

(f) this Agreement constitutes its private and commercial act;

(g) the execution and performance of this Agreement will not violate any laws or orders binding on it or any of its constitutional documents; and

(h) it is not in default under any agreement or arrangement to which it is a party or by which it is bound in any manner that would have a material adverse effect on its ability to perform its obligations under this Agreement or the validity or enforceability of this Agreement.

17 Governing law and Dispute resolution

17.1 Governing law

This Agreement and any Dispute or Claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales.

17.2 Dispute resolution

(a) Resolution by Consultation

(i) In the event that there arises between the Parties any Dispute, the Party wishing to declare a Dispute to the other Party shall do so by a written notice stating the issues(s) in dispute ("**Notice of Dispute**").

(ii) Within 20 Business Days from delivery of a Notice of Dispute, the Parties shall attempt in good faith to settle the Dispute by negotiations among the authorised representatives of each Party which shall include at least one Senior Executive on behalf of each Party. A "**Senior Executive**" means any individual who has authority to negotiate the settlement of a Dispute or Claim for or on behalf of a Party.

(iii) In the event that the Dispute cannot be settled by the authorised representatives of the Parties within 20 Business Days or such longer period as the Parties may agree in writing, then any Party shall be entitled to refer the Dispute to be resolved in accordance with Clause 17.2(b) (Expert Determination) or Clause 17.2(c) (Dispute Resolution by Arbitration).

(b) Expert Determination

(i) In the event that the Parties are unable to resolve a Technical Dispute in accordance with Clause 17.2(a) (Resolution by Consultation) then such Technical Dispute shall be referred to and finally resolved by an expert in accordance with this paragraph (b).

(ii) The expert shall have expertise in the area to which such Technical Dispute relates and shall not be an agent, employee, or contractor or a former agent, employee or contractor of any Party involved in the Technical Dispute.

(iii) The Party initiating submission of the Technical Dispute (the **Initiating Party**) to the expert shall provide the other Party or Parties (the **Responding Party**) with a written notice stating that it is submitting the Technical Dispute to an expert and nominating the person it proposes to be the expert.

(iv) The Responding Party shall, within seven Days of the date it receives such written notice submitting the Technical Dispute to an expert, notify the Initiating Party whether the expert proposed by the Initiating Party is acceptable. If the Responding Party fails to respond or notifies the Initiating Party that the person is not acceptable, the Parties shall meet and discuss in good faith within a period of 10 Days to agree upon a person to be the expert. If the Parties are unable to meet and/or so agree, either Party may apply in writing to the LCIA to appoint an expert to determine the Technical Dispute (the **Application**), enclosing a copy of this Agreement and a brief statement describing the nature and circumstance of the dispute and setting out any matters that the party making the Application wishes to bring to the attention of the LCIA for the purposes of selecting the expert, with simultaneous copy to the other Party or Parties. Within 7 days of service of the Application, the other Party or Parties shall send to the LCIA, with simultaneous copy to the Applicant, a reply to any matters raised by the Applicant in the Application (the **Reply**). The LCIA shall appoint the expert within a period of not later than 14 days from the date of such Application.

(v) The Initiating Party shall within 30 Days of the appointment of the expert submit to both the expert and the Responding Party at the address in Clause 18.1 (Notices) written materials setting forth:

(iii) In the event that the Dispute cannot be settled by the authorised representatives of the Parties within 20 Business Days or such longer period as the Parties may agree in writing, then any Party shall be entitled to refer the Dispute to be resolved in accordance with Clause 17.2(b) (Expert Determination) or Clause 17.2(c) (Dispute Resolution by Arbitration).

(b) Expert Determination

(i) In the event that the Parties are unable to resolve a Technical Dispute in accordance with Clause 17.2(a) (Resolution by Consultation) then such Technical Dispute shall be referred to and finally resolved by an expert in accordance with this paragraph (b).

(ii) The expert shall have expertise in the area to which such Technical Dispute relates and shall not be an agent, employee, or contractor or a former agent, employee or contractor of any Party involved in the Technical Dispute.

(iii) The Party initiating submission of the Technical Dispute (the **Initiating Party**) to the expert shall provide the other Party or Parties (the **Responding Party**) with a written notice stating that it is submitting the Technical Dispute to an expert and nominating the person it proposes to be the expert.

(iv) The Responding Party shall, within seven Days of the date it receives such written notice submitting the Technical Dispute to an expert, notify the Initiating Party whether the expert proposed by the Initiating Party is acceptable. If the Responding Party fails to respond or notifies the Initiating Party that the person is not acceptable, the Parties shall meet and discuss in good faith within a period of 10 Days to agree upon a person to be the expert. If the Parties are unable to meet and/or so agree, either Party may apply in writing to the LCIA to appoint an expert to determine the Technical Dispute (the **Application**), enclosing a copy of this Agreement and a brief statement describing the nature and circumstance of the dispute and setting out any matters that the party making the Application wishes to bring to the attention of the LCIA for the purposes of selecting the expert, with simultaneous copy to the other Party or Parties. Within 7 days of service of the Application, the other Party or Parties shall send to the LCIA, with simultaneous copy to the Applicant, a reply to any matters raised by the Applicant in the Application (the **Reply**). The LCIA shall appoint the expert within a period of not later than 14 days from the date of such Application.

(v) The Initiating Party shall within 30 Days of the appointment of the expert submit to both the expert and the Responding Party at the address in Clause 18.1 (Notices) written materials setting forth:

(A) a description of the Technical Dispute;

(B) a statement of the Initiating Party's position; and

(C) copies of documents supporting the Initiating Party's position.

(vi) Within 30 Days of the date that the Initiating Party has submitted the materials described in paragraph (v), the Responding Party may submit to the expert and the Initiating Party at the address in Clause 18.1 (Notices):

(A) a description of the Technical Dispute;

(B) a statement of the Responding Party's position, and

(C) copies of any documents supporting the Responding Party's position.

(vii) In addition to the material provided to the expert by the Initiating Party, the expert shall consider any such information submitted by the Responding Party within such 30 Day period and, in the expert's discretion, any additional information submitted by either Party at a later date. Any materials submitted by a Party to the expert shall be simultaneously submitted by such Party to the other Party.

(viii) The expert determination process shall not be an arbitration, and the expert will act as an expert not as an arbitrator.

(ix) The Parties shall continue to perform their contractual obligations notwithstanding the existence of the expert determination process.

(x) As soon as reasonably practicable after completion of the expert determination proceedings, and in any event not later than 90 days from the date of his or her appointment, the expert shall issue his or her decision in writing to the Parties and the expert's decision shall contain a statement of reasons in such form as the expert considers reasonably appropriate, having regard to the amount and complexity of the Technical Dispute.

(xi) Unless otherwise agreed in writing by the Parties or in the face of manifest error or fraud, the determination of the Dispute by the Expert shall be final and binding on the Parties.

(xii) All costs incurred by the expert shall be borne by the Parties to the Technical Dispute in equal shares, unless the expert decides otherwise. Each Party shall bear its own costs of participating in the expert determination process, unless the expert decides otherwise.

(xiii) The place of the expert determination shall be London United Kingdom.

(xiv) The language of the expert determination shall be English.

(c) Dispute Resolution by Arbitration

(i) In the event that the Parties are unable to resolve any non-Technical Dispute in accordance with paragraph (a) (Resolution by Consultation), then Arbitration shall be invoked by one Party issuing to the other(s) a notice in writing invoking the Arbitration (the "**Notice of Arbitration**") the parties shall refer the Dispute to be finally resolved by arbitration as follows:

(A) If either Sierra Leone has ratified the New York Convention by the date on which the Notice of Arbitration is served or Sierra Leone has not ratified the New York Convention but the ICSID Centre or the ICSID Tribunal have declined jurisdiction under Clause 17(2)(c)(i)B below, the Parties shall refer and finally resolve the non-Technical Dispute by arbitration pursuant to the Rules of the London Court of International Arbitration (the "**LCIA Rules**") in accordance with clause 17.2(c)(iv) which Rules shall be deemed incorporated by reference into this Clause 17.2(c)(i)(A); or

(B) If Sierra Leone has not ratified the New York Convention by the date on which the arbitration is invoked and the ICSID Centre and the ICSID Tribunal accept jurisdiction pursuant to the Convention on the Settlement of Investment Disputes between States and Nationals of other States, done at Washington, 18 March 1965 (the "**ICSID Convention**"), the Parties shall refer and finally resolve the non-Technical Dispute by arbitration in accordance with the Arbitration Rules of the ICSID Centre, the jurisdiction to which the Parties hereby consent and the Rules of which shall be deemed incorporated by reference into this Clause 17.2(c)(i)(B).

(ii) In the event that clause 17.2(c)(i)B applies, the Parties further agree that:

(A) this Agreement is an "investment" for the purposes of Article 25 of the ICSID Convention;

(B) the Grid Operator is a "constituent subdivision or agency of a Contracting State" for the purposes of Article 25(1) of the ICSID Convention;

(C) any Dispute shall be deemed to be a "legal dispute arising directly out of an investment", for the purposes of Article 25(1) of the ICSID Convention and the Parties expressly agree not to raise any arguments to the contrary; and

(D) the Generator and each Shareholder is a "national of another Contracting State" for the purposes of Article 25(2) (b) of the ICSID Convention.

(iii) The consent given in this paragraph (c) shall be considered to satisfy the requirement for:

(A) "consent in writing" of the parties to a dispute for the purposes of Article 25 of the ICSID Convention; and

(B) an "agreement in writing" for the purposes of Article II of the New York Convention.

(iv) In the event that clause 17.2(c)(i)(A) applies, and the Dispute shall be finally settled under the LCIA Rules then the Parties further agree that:

(A) The number of arbitrators shall be three.

(B) The claimant (or claimant parties jointly) shall nominate one arbitrator and the respondent (or respondent parties jointly) shall nominate one arbitrator for appointment by the LCIA Court;

(C) If the claimant or claimant parties and/or the respondent or respondent parties fail to nominate an arbitrator within thirty (30) days of receiving a notice of the arbitrator chosen by the parties on the other side, an arbitrator shall be appointed on their behalf by the LCIA Court in accordance with the Rules. In such circumstances, any existing nomination or confirmation of the arbitrator chosen by the parties on the other side of the proposed arbitration shall be unaffected, and the remaining arbitrator(s) shall be appointed in accordance with the LCIA Rules;

(D) If the two party nominated arbitrators fail to agree upon a third arbitrator within thirty (30) days of the nomination of the second arbitrator, the third arbitrator shall be appointed by the LCIA Court at the written request of either Party;

(E) The seat or legal place of the arbitration shall be London, United Kingdom. The language of the arbitration proceedings shall be English;

(F) By agreeing to arbitration in accordance with this Clause 17.2(c)(iv), the Parties do not intend to deprive any competent court of its jurisdiction to issue a pre-arbitral injunction, pre-arbitral attachment or other order in aid of the arbitration proceedings, or the recognition and/or enforcement of any award and/or to enforce the obligations of the other Parties or Parties or an

arbitral award made pursuant to arbitration proceedings brought under this Agreement. Any interim or provisional relief ordered by any competent court may subsequently be vacated , continued or modified by the arbitral tribunal on the application of any of the Parties;

(G) The award of the arbitral tribunal shall be final and binding on the Parties from the date it is made. The Parties undertake to carry out any award immediately and without any delay; and the Parties waive irrevocably their right to any form of appeal or review of the award by any state court of other judicial authority, insofar as such waiver may be validly made. Judgement on the award of the arbitral tribunal may be entered and enforced by any court of competent jurisdiction.

(d) Consolidation

(i) For the purposes of this paragraph (d), the following terms shall have the following meanings given to them below:

Existing Dispute means any Dispute and/or Related Agreement Dispute.

Related Agreement Dispute means any dispute, claim or difference including any question regarding its existence, validity, interpretation or termination arising out of or in connection with a Related Agreement and any dispute relating to any non-contractual obligations arising out of or in connection with it.

Related Agreement means each of the Sierra Leone Documents other than this Agreement.

First-filed Dispute means any Dispute and/or Related Agreement Dispute where a Request for Arbitration has been served before a Request for Arbitration has been served in relation to a Later Dispute.

Later Dispute means any Dispute or Related Agreement Dispute where a Request for Arbitration is served after a Request for Arbitration has been served in respect of a First-filed Dispute.

Consolidation Order means an order by an arbitral tribunal that a First-filed Dispute and a Later Dispute or Disputes be resolved in the same arbitral proceedings.

(ii) In relation to any arbitration proceedings under this Agreement (whether under the ICSID Convention or the LCIA Rules) any Party to both a First-filed Dispute and Later Dispute(s) may apply to the arbitral tribunal appointed in the First-filed Dispute for a Consolidation Order in relation to any Later Dispute(s), provided that such application is made within not later than 60 days after the notice invoking the Arbitration before ICSID or the Request for Arbitration before the LCIA. That party

must also send such application to all parties to the First-filed Dispute and the Later Dispute(s).

(iii) The arbitral tribunal appointed in relation to the First-filed Dispute may, having regard to the stage of the proceedings arising out of the First-filed Dispute, and if it considers that (a) there are issues of fact or law common to the First-filed Dispute and any Later Dispute or Disputes so that such consolidation is in the interests of justice and efficiency and (b) no Party would be seriously prejudiced as a result of such consolidation through undue delay or otherwise, make a Consolidation Order on hearing such application.

(iv) If the arbitral tribunal in the First-filed Dispute makes a Consolidation Order it will immediately, to the exclusion of other arbitral tribunals, have jurisdiction to resolve finally the Later Dispute(s). In the event of different rulings on the question of consolidation by the arbitral tribunal in the First-filed Dispute and the Later Dispute(s), the ruling of the arbitral tribunal in the First-filed Dispute shall prevail. The Parties agree that they will consent to and be bound by the Consolidation Order and any subsequent orders and awards issued in such circumstances even if they choose not to take part in the proceedings.

(v) Notice of the Consolidation Order must be given to any arbitrators already appointed in relation to the Later Dispute(s) and the appointing authority. Any appointment of an arbitrator in relation to the Later Dispute(s) before the date of the Consolidation Order will terminate immediately and the arbitrator will be deemed to be discharged. This termination is without prejudice to the validity of any act done or order made by that arbitrator or by any court in support of that arbitration before that arbitrator's appointment is terminated; his or her entitlement to be paid proper fees and disbursements; and the date when any claim or defence was raised for the purpose of applying any limitation bar or any similar rule or provision.

(e) In relation to any arbitration proceedings under this Agreement (whether under the ICSID Convention or the LCIA Rules), the Parties undertake to keep confidential all awards and orders in any arbitration, together with all materials in the proceedings created for the purpose of the arbitration and all other documents produced by another party in the proceedings not otherwise in the public domain save and to the extent that disclosure may be required of a party by legal duty, to protect or pursue a legal right or to enforce or challenge an award in bona fide legal proceedings before a state court or other judicial authority.

17.3 Waiver of Sovereign Immunity

(a) The Government and the Grid Operator unconditionally and irrevocably agree that the execution and performance of this Agreement constitute a private and commercial act. In addition, each of the Government and the Grid Operator unconditionally and irrevocably:

(i) agrees that should any proceedings be brought against it or its assets in any jurisdiction in relation to this Agreement or any transaction contemplated by this Agreement, it will not claim immunity from such proceedings with respect to itself or its assets (other than the Protected Assets);

(ii) waives any right of immunity which it or any of its assets (other than the Protected Assets) now has or may acquire in the future whether characterised as sovereign immunity or otherwise in any jurisdiction in connection with any such proceedings including, without limitation, immunity from service of process, immunity from jurisdiction or judgment of any court of tribunal and immunity from execution of a judgment;

(iii) waives any requirement under the State Proceedings Act, 2000 for a Party to give prior notice before commencing proceedings against the Government; and

(iv) consents generally in respect of the enforcement of any judgement or arbitral award against it in any such proceedings in any jurisdiction to the giving of any relief or the issue of any process in connection with such proceedings (including the making, enforcement or execution against or in respect of any assets whatsoever (other than the Protected Assets) irrespective of its use or intended use).

(b) The Generator hereby irrevocably waives any and all rights it may have to enforce any judgement or claim against the Protected Assets with respect to any claim against the Government and the Grid Operator under this Agreement or any transaction contemplated by this Agreement.

18 Miscellaneous

18.1 Notices

(a) All notices or other communications to a Party shall be:

(i) in writing;

(ii) sent to all of the Parties unless this Agreement provides otherwise;

(iii) addressed for the attention of the following persons and sent to the following address or fax number (or such persons, address or fax number as each Party may from time to time notify to the other Parties):

The Government

The Ministry of Energy
4th Floor
Electricity House
Siaka Stevens Street
Freetown
Sierra Leone

Attention: Minister of Energy

and

The Ministry of Finance & Economic Development
George Street
Freetown
Sierra Leone

Attention: Minister of Finance

NPA

National Power Authority
4th Floor
Electricity House
Siaka Stevens Street
Freetown
Sierra Leone
Attention: General Manager

CECA BVI

CECA Africa (SL) Limited
c/o TCQ
Mezzanine Floor
Building C16
Airport Road
Abu Dhabi UAE
P.O.B. 128295
Fax 0097126390565

Attention: Mr Karim Nasser

CECA SL

CECA Africa (SL) Limited
c/o TCQ
Mezzanine Floor
Building C16
Airport Road
Abu Dhabi UAE
P.O.B. 128295
Fax 0097126390565

Attention: Mr Karim Nasser

The Generator

CECA SL Generation Limited
51A Main Motor Road
Wilberforce
Freetown
Sierra Leone

Fax 0023233846148

Attention: Mr Karim Nasser

(b) A notice shall be deemed to have been received by a Party:

(i) if sent by ordinary post, on receipt at the current address referred to in paragraph (a);

(ii) if delivered by hand or sent by registered post or internationally recognised courier service, on delivery at the current address referred to in paragraph (a); or

(iii) if sent by fax, when a successful fax transmission report is generated, unless the day the transmission report is generated is not a Business Day or it is generated after 17:00 hours at the place of the recipient on a Business Day, in which case it will be deemed to be received on the next Business Day.

(c) If a Party does not notify the other Parties of a change to its details for service of notices in a timely manner, notices shall be deemed to have been received two days after being sent to the last current details referred to in paragraph (a).

(d) Any notice given in connection with this Agreement must be in English.

(e) Any material accompanying a notice, if not in English, must be accompanied by an English translation, certified by the sender as accurate, which English translation shall prevail over the original document unless that document is a constitutional, statutory or other official document.

18.2 Confidentiality and publicity

(a) Except as provided in paragraph (b), each Party shall hold and shall procure that its officers, employees, consultants, shareholders, affiliates, and contractors hold in strict confidence and not by failure to exercise due care or otherwise by any act or omission from any other person whatsoever all documents and information concerning the Generation Project, the other Parties and the other Parties' affiliates, consultants and contractors provided to it by any of those persons in connection with this Agreement.

(b) Paragraph (a) shall not apply to any disclosure:

(i) made:

(A) with the prior written consent of the other Parties (such consent not to be unreasonably withheld or delayed);

(B) in connection with any judicial, arbitral or administrative process, expert determination under this Agreement or by the requirements of any applicable law, any governmental body or regulator having jurisdiction over such Party or its affiliates or the rules of any stock exchange;

(C) to persons providing or proposing or being invited to provide financing to the disclosing Party and which undertake to be bound by confidentiality obligations equivalent to this Clause 18.2;

(D) to persons proposing or being invited to acquire an equity stake in the disclosing Party and which undertake to be bound by confidentiality obligations equivalent to this Clause 18.2;

(E) to advisors, contractors or subcontractors of a Party or any of the persons referred to in paragraphs (C) and (D) who reasonably require such documents or information in connection with their duties and who undertake to be bound by confidentiality obligations equivalent to this Clause 18.2; or

(F) to any affiliate of a Party which reasonably needs to receive such information and who undertakes to be bound by confidentiality obligations equivalent to this Clause 18.2; or

(ii) of documents or information which were:

(A) already known to the Party receiving the documents or information;

(B) already in the public domain or subsequently come into the public domain through no fault of the receiving Party;

(C) later acquired by a Party from another source in a non-confidential manner otherwise than in breach of a confidentiality obligation.

(c) No Party shall issue any press release, make any other public announcement or publish any documents or information on a website relating to this Agreement without the prior written consent of the other Parties (such approval not to be unreasonably withheld or delayed) as to the contents and manner of presentation and publication of such press release, announcement or publication, unless required by applicable law or the rules of any stock exchange or required in the course of any judicial, administrative or arbitral proceedings.

18.3 Entire Agreement

(a) Each of the Parties confirms that this Agreement, together with the other Sierra Leone Documents, represents the entire understanding and constitutes the entire agreement between the Parties with respect to its subject matter and, subject to occurrence of the Effective Date, all previous oral or written understandings, proposals, negotiations, agreements, commitments and representations are superseded by this Agreement.

(b) The Parties acknowledge that, in entering into this Agreement, they have not relied upon any representation other than those expressly set out in the Sierra Leone Documents.

(c) A Party shall have no liability to any other Party with respect to any representation that is not expressly set out in a Sierra Leone Document.

18.4 Change of Control

From the Signing Date until the earlier of the 3rd anniversary of the Phase III Commercial Operation Date and the 10th anniversary of the Signing Date, the Offtaker's prior written consent shall be required for any Change of Control, which consent shall not be unreasonably withheld or delayed provided that:

(a) in the Offtaker's reasonable opinion, the Change of Control will not have an adverse impact on the Generator's financial or operational capability or its ability to deliver the Generation Project; and

(b) the Change of Control will not breach any Laws, threaten Sierra Leone's national security interests or involve any entity which is subject to sanctions.

18.5 Remedies cumulative

No remedy conferred by this Agreement is intended to exclude any other remedy available under applicable law but:

(a) liquidated damages payable under Clauses 4.3 (Delay liquidated damages – Phase I), 4.4 (Delay liquidated damages – Phase II) and 4.5 (Delay liquidated damages – Phase III) shall be the Offtaker's sole remedy for delay in achieving or failure to achieve the Phase I Commercial Operation Date;

(b) liquidated damages payable under Clause 3.18 (Liquidated damages for Capacity Shortfall) and deductions from the Capacity Charge under paragraph 2.1.3 of Schedule 8 (Tariff) shall be the Offtaker's sole remedies in respect of failure to make available the Net Dependable Capacity and failure to deliver Net Output; and

(c) Clause 14 (Early termination) sets out the only grounds on which this Agreement may be terminated.

18.6 Inadequacy of Damages

Without prejudice to any other rights or remedies that the Parties may have, the Parties acknowledge and agree that damages alone would not be an adequate remedy for any breach of the terms of this Agreement and they shall be entitled to the remedies of specific performance or other equitable relief for any threatened or actual breach of the terms of this Agreement.

18.7 Partial invalidity

(a) If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable.

(b) If modification under paragraph (a) is not possible, the relevant provision or part-provision shall be deemed deleted.

(c) Any modification to or deletion of a provision or part-provision under this Clause 18.7 shall not affect the validity and enforceability of the rest of this Agreement.

(d) If one Party gives notice to the other of the possibility that any provision or part-provision of this Agreement is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

18.8 Liability

(a) Except as expressly provided otherwise in this Agreement, no Party shall be liable to the other Parties under this Agreement for any loss of profit, loss of contract, loss of opportunity, loss of production, loss of opportunity, loss of goodwill, loss of business or indirect or consequential damage.

(b) Nothing in this Agreement shall exclude or limit the liability of the Parties for fraud or fraudulent misrepresentation, or for death or personal injury.

18.9 Amendments

To the extent that no other form is required by applicable law, an amendment to this Agreement shall not be effective unless it is in writing and signed by all of the Parties.

18.10 Waivers

(a) A Party may waive its rights under this Agreement at any time but such a waiver shall, to the extent permitted by law, only be effective if it is given in writing.

(b) A failure or delay by a Party to require performance by another Party of any obligation under this Agreement shall not, to the extent permitted by law, affect the first Party's right to require performance unless a waiver has been given in accordance with paragraph (a).

(c) A waiver under paragraph (a) shall be limited to the matters expressly set out in writing and shall not be construed as a waiver of the same right on any future occasion.

18.11 Further assurances

The Parties shall do all further acts and execute and deliver all further documents as may be reasonably required to perform and carry out this Agreement.

18.12 Expenses

Except as otherwise provided in this Agreement, each Party shall pay its own costs and expenses of executing and performing this Agreement.

18.13 Counterparts

The Parties may execute this Agreement in counterparts, which shall constitute one instrument and each of which shall be deemed to be an original.

18.14 Language

This Agreement is drafted and executed in the English language only and if this Agreement is translated into any other language, the English language text shall prevail.

18.15 Relationship of Parties

(a) This Agreement shall not be interpreted or construed to create a joint venture or partnership between the Parties.

(b) Neither this Agreement, nor any document referred to in it, confers the right, power or authority for any Party to act as agent, attorney or representative of another Party or to otherwise bind another Party.

18.16 Assignment

(a) No Party shall assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of the other Parties, except that:

(i) the Generator may assign its rights to the Finance Parties under the Finance Documents; and

(ii) NPA may transfer its rights and obligations to EDSA as part of the NPA Restructuring:

(A) provided that the EDSA becomes a Party to this Agreement and all of the other Sierra Leone Documents and Finance Documents to which NPA (and not some of them only) is a party and assumes the obligations and acquires the rights of NPA under them, including with respect to all matters before the transfer; and

(B) on the basis that NPA shall cease to be a party to this Agreement, shall be released from further obligations towards the other Parties under this Agreement to the extent they have been assumed by EDSA and NPA's rights and obligations under this Agreement shall be cancelled.

(b) Any purported assignment or other transfer by a Party of its rights or obligations under this Agreement that does not comply with paragraph (a) shall be null, void and of no force or effect to the maximum extent permitted by law.

18.17 Third parties

(a) With the exception of the rights of:

(i) the Generator Parties (other than the Generator) and the Offtaker Parties (other than the Offtaker) to enforce or enjoy the benefits of Clause 10.10;

(ii) any EPC Contractor, any O&M Contractor and the Finance Parties to enforce or enjoy the benefits of Part I of Schedule 12 as specified therein; and

(iii) any EPC Contractor, any O&M Contractor and the Finance Parties to enforce or enjoy the benefits of Part II of Schedule 12 as specified therein,

(together, the **Third Parties**) a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any of its terms.

(b) The consent of the Third Parties is not required for any amendment.

(c) The Parties acknowledge that certain provisions of Part II of Schedule 12 to this Agreement are intended to confer benefits on Subcontractors who are not party to this Agreement. Pursuant to paragraph (a) above, Subcontractors will have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of these terms. The Parties hereto acknowledge that the Generator will enter into contractual arrangements pursuant to which it could incur a liability in the event that a Subcontractor fails to obtain the benefits expressed to be provided to the Subcontractors in Part II of Schedule 12. The Parties acknowledge that it is their intention that the Generator's right to claim for a breach of the Government's obligations under this Agreement should extend to and include any loss that the Generator may incur under such contractual obligations (directly or indirectly) as a result of any relevant concession provided for in Part II of Schedule 12 proving not to be available to a Subcontractor.

18.18 Duty to Mitigate

Each Party agrees that it has the duty to mitigate damages and covenants that it will use commercially reasonable efforts to minimise any losses it may incur as a result of the other Party's performance or non-performance of this Agreement.

18.19 No Double Recovery

Each Party agrees that it not be entitled to recover damages or obtain payment, reimbursement, restitution or indemnity more than once in respect of the same shortfall, damage, deficiency, breach or other set of circumstances giving rise to one or more claims.

18.20 Obligations unaffected

The rights and obligations of the Parties under this Agreement shall not be affected by any of the following matters, however fundamental:

(a) the entry by any person into any other agreement;

(b) the failure by any person to enter into any other agreement;

(c) the amendment of any other agreement;

(d) the waiver by any person of any right or obligations under any other agreement;

(e) the assignment, novation or other transfer of any other agreement or the replacement of NPA by EDSA as a party to this Agreement; or

(f) the termination, repudiation, rescission or breach by any person of any other agreement.

18.21 Ethics, bribery and corruption

The Generator shall:

(a) conduct its business in compliance with applicable anti-corruption laws and internationally accepted standards of business conduct and ethics, including the Law, the United Kingdom Bribery Act 2010, the United States Foreign Corrupt Practices Act and the Convention on Combating Bribery of Foreign Public Officials in International Business Transactions (signed in Paris on 17 December 1997);

(b) maintain policies and procedures designed to promote and achieve compliance with the laws and standards set out in paragraph (a);

(c) provide adequate training to all of its officers, employees, agents and representatives in relation to the laws and standards set out in paragraph (a);

(d) only enter into contracts or procure services in relation to this Agreement or the Generation Project:

(i) which are on arms' length terms;

(ii) which are procured in accordance with the standards set out in paragraph (a); and

(iii) if the contractor or service provider agrees to comply with the provisions in this Clause 18.21.

This Agreement has been entered into on the date stated at the beginning of this Agreement

EXECUTED as an AGREEMENT by

The Senior Director of the Strategy and Policy Unit at the Office of the President of Sierra Leone for and on behalf of the Government of the Republic of Sierra Leone, acting by the Ministry of Energy, and on behalf of the National Power Authority of Sierra Leone

Victor Strasser-King 14/5/14

Name: Prof. Victor Strasser-King

The Honourable Minister of Finance and Economic Development for and on behalf of the Government of the Republic of Sierra Leone, acting by the Ministry of Finance and Economic Development

14/5/14

Name: Dr. Kaifala Marah

Witnessed by:

Name: Mrs. Zainab Buya Kamara
Title: Permanent Secretary Ministry of Energy of Sierra Leone

For and on behalf of CEC Africa (SL) Limited (CECA BVI) and for and on behalf of CEC Africa (SL) Limited (CECA SL)

14.5.14

Name: Mr. Karim Nasser

Title: CEO

For and on behalf of CECA SL Generation Limited

Name: Mr. Emmanuel Sampa Katepa

Title: DIRECTOR

Schedule 1

Description of the Plant

1 Project Overview

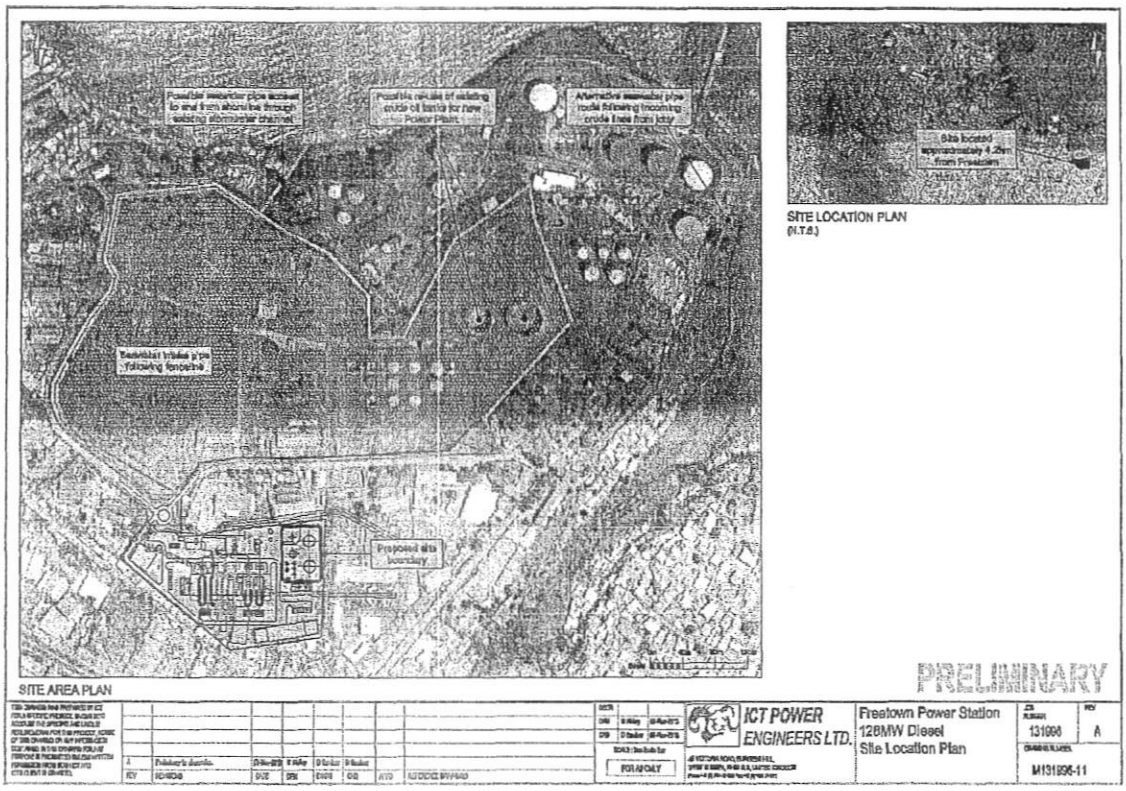
The Plant will comprise a number of reciprocating engines utilising Heavy Fuel Oil (HFO) with an eventual installed capacity of not less than 128 MW net output. The Plant will be developed in three phases as below:

Phase	Minimum Net Capacity (MW)	No. of engines
I	50	7
II	39	2
III	39	2
TOTAL	128	11

The preliminary design contemplates that each engine will have a capacity of approximately 8 MW for Phase I and approximately 18 MW for Phases II and III but the final configuration will be as agreed between the Generator and the relevant EPC Contractor. The Plant is primarily designed to provide base load electrical power and energy within the operating parameters set by the Original Equipment Manufacturer, but will be capable of mid merit or peaking duty.

The Plant will be designed to meet World Bank Emission Guidelines for thermal power plants.

The Project is located some 4 km east from the centre of Freetown on existing industrial land and is immediately to the south of a refinery tank farm and some 500m from the sea. The general location is shown below.



2 Ambient Conditions at the Site

2.1 General Climate

Freetown is at latitude 08° 27' north and 13° 14' west and close to sea level.

The temperatures are tropical, and quite steady year-round, with most rain between May and October. Annual precipitation can exceed 3000mm.

Average wind speeds are between 3 to 5 m/s.

Average monthly temperature maxima are between 27°C and 30.5°C. Average monthly minima are between 22°C and 25°C and relative humidity typically averages 70% over the year. The Plant specification will require that the plant should be designed for operation in the range 20°C and 35°C.

2.2 Reference Conditions

The Reference Conditions are:

- Ambient Temperature 26°C
- Relative Humidity 70%

3 The Power Plant Design

The plant will be designed to run on heavy fuel oil, with diesel oil for starting and stopping. *Medium speed reciprocating engines have been selected as being competitive on life-time cost,* and well-suited to building the 128 MW power station up in smaller stages.

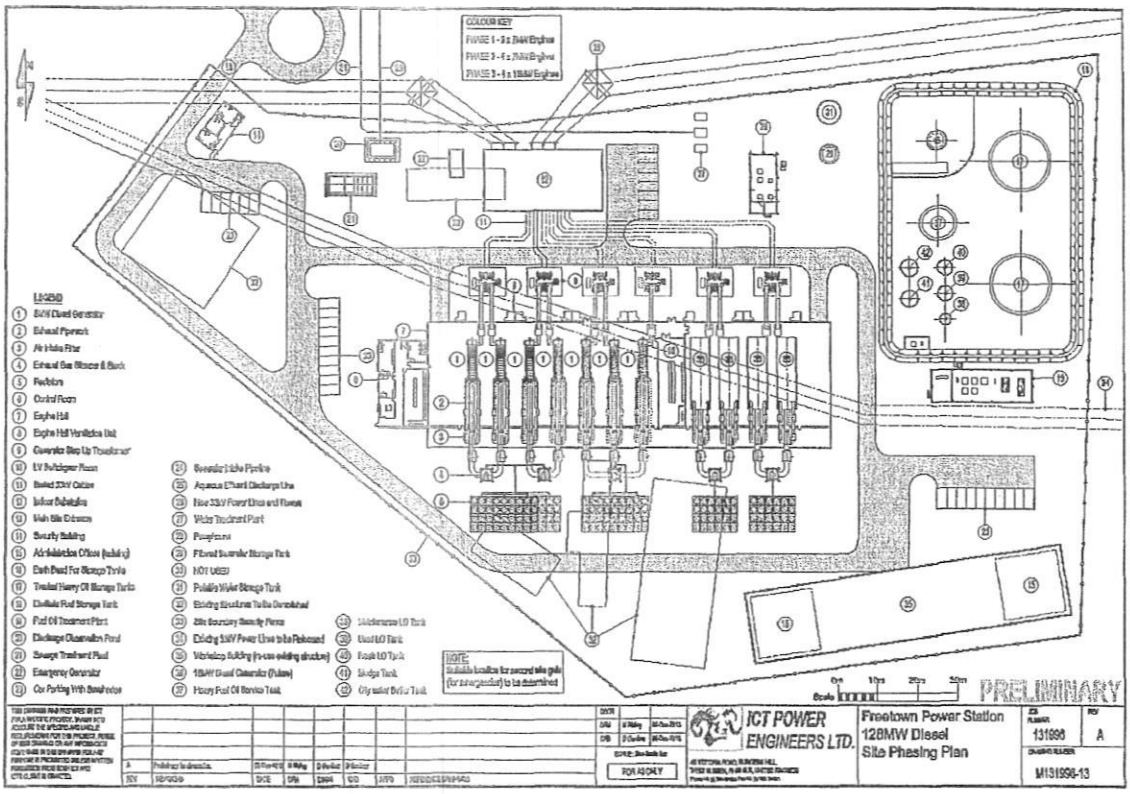
The Plant will be sourced through international competitive bidding and each phase is likely to be constructed on a turnkey basis under one EPC contract. The reciprocating engine generator sets will be provided by major international manufacturers of reciprocating engines with a strong record in designing and building such engines. The relevant engine makers have experience with engines up to around 18 MW capacity, and 18 MW is appropriate for the later Phases of the project. The early stages of development are planned to be developed with smaller engines of around 8 MW. The Generator or the EPC Contractor (or their relevant subcontractors) shall procure that all balance of plant components and auxiliary equipment is brand new and is of comparable quality to the generator sets.

The provisional site layout based on the phased development of the project is shown below, based on the following planting

Phase I	-	7 x 8 MW
Phases II and III	-	4 x 18 MW

The size and number of reciprocating engines in each Phase may differ depending on the finally-appointed manufacturers' recommendations.

The design is based on a single engine house on the south side of the site which can be extended as each phase is developed. Two heavy fuel oil storage tanks together with a service tank and a smaller light fuel oil storage tank are planned. In the final configuration reciprocating engine generators are connected to 6 generator transformers which are connected by cables to the indoor 33 kV substation. A central control room will be provided along with workshops, water treatment and effluent facilities, fuel oil treatment and other normal services. Five exhaust stacks are shared between the engines.



It is planned that the reciprocating engines will be cooled using "fin/fan" dry coolers, which limits the water requirement. Water will be drawn from the sea with waste water and storm water discharged back into the sea.

The power station will include:

- Perimeter site fencing and gates
- A road way connection to the public highway, plus on site roads, parking with sunshades and sealed areas
- A security building
- The refurbishment and reuse of buildings on the site to create administration offices and workshop facilities
- Heavy oil filtration and treatment plant
- Bonded storage for treated heavy oil and diesel oil
- Four stroke, turbo-charged reciprocating engine generator sets
- 11 kV to 33 kV step-up transformers

- An indoor 33 kV substation and overhead lines to connect from the generator step-up transformers to allow connection, at choice, with the existing 33 kV line running to the west, or to the existing line running to the east, or to both

- A seawater intake system to meet the Plant water requirements by means of reverse osmosis.

- Tanks for filtered seawater and potable water

- A sewage treatment plant

- An observation pond for the collection of water before discharge to the sea.

- An engine hall and a control room and equipment rooms

- Messing, toilet and first aid facilities

4 Power Plant Performance Requirements

The Plant performance requirements contemplated by the preliminary design are as follows but the final performance requirements for each Phase will be as agreed between the Generator and the selected EPC Contractors.

- The Plant will be designed to be capable of operating across the entire range of site ambient conditions within the operating parameters set by the Original Equipment Manufacturer.

- The Plant will be designed to normally operate at a frequency of 50 Hz and within a range of +/- 1%

- The generator will be designed to be capable of supplying the full power requirement at power factors in the range of 0.85 lagging to unity,

- The Plant will be designed so that the active power output under steady state condition of any generating unit will not be affected by changes in the voltage at transmission connection that are within the range ±10% of the transmission voltage,

- The reactive power output under steady state conditions will be designed to be fully available within the voltage range of ±10% at the transmission voltage,

- In so far as is possible, the design of the Plant will be based on a modular design where total loss of net output resulting from failure (trip) of any single major item of plant or failure of an individual unit will be limited to the total net output of a single unit,

- The Plant will include full essential services and emergency shutdown systems to ensure that in the event of a loss of grid supplies all essential power supplies are maintained and Plant shutdown is performed in a safe and controlled manner that avoids potential damage,

- The Plant will be designed to be capable of operation in islanded mode following the loss of grid connection, and for use in flexible base load, mid-merit or peaking applications,

- The Plant will be designed to be able to meet transient, abnormal, start up and shut down (trip) conditions and shall be capable of withstanding a 100% load rejection without tripping,

- Active power output will be controllable using MW or Power Mode, Isochronous load sharing or in speed droop mode operating mode,

- Reactive power will be controllable using Constant Power Factor control, Voltage droop compensation control or Voltage droop mode,

5 Operational Requirements

The Plant operational requirements contemplated by the preliminary design are as follows but the finaloperational requirements for each Phase will be as agreed between the Generator and the selected EPC Contractors.

In addition to being capable of normal operation under Dispatch instructions, the Station shall be capable providing the following Ancillary Services:

- Primary and Secondary Spinning Reserves

- Black Start and Islanding,

- Reactive power compensation and voltage control from units,

- Regulation and Load Following.

6 Technical Limits

The Plant Technical Limits contemplated by the preliminary design are as follows but the finalTechnical Limits for each Phase will be as agreed between the Generator and the selected EPC Contractors.

Parameter	Data/Information
Governor droop	[0 - 8] %
Terminal voltage adjustment range	[+/- 5] %

Maximum number of starts per year for each power plant unit	[3[1]]
Time to synchronise a unit from warm standby (>50°C)	[1] minute
Time to 100% load from warm standby (>50°C)	[8] minutes
Minimum unit up-time	[6] minutes
Minimum unit down-time	[30] seconds
Normal unit loading rate	[1.32] MW/min
Normal unit de-loading rate	[8.924] MW/min

7 Performance Curves

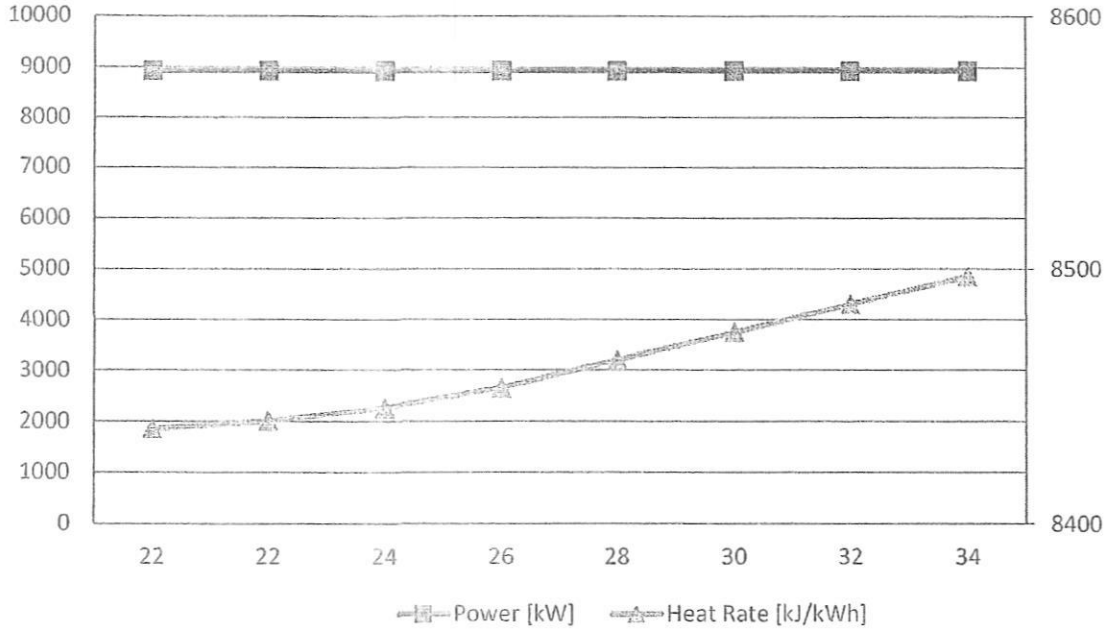
The Performance Curves contemplated by the preliminary design are as follows but the finalPerformance Curves for each Phase will be as agreed between the Generator and the selected EPC Contractors.

7.1 Phase I

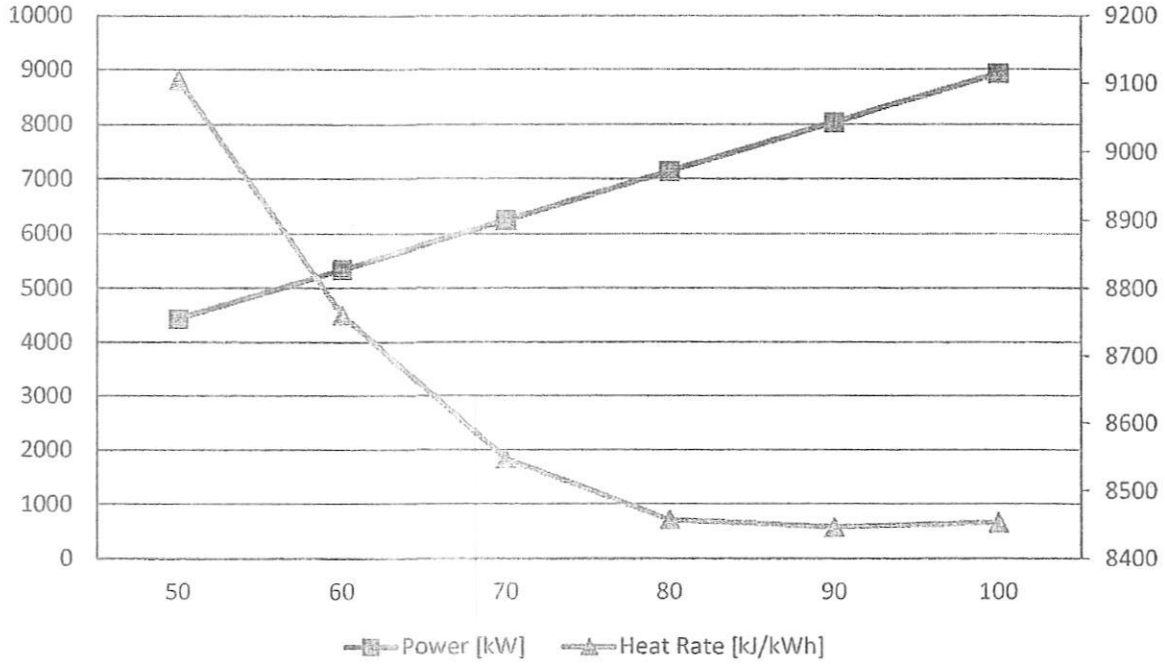
- Heat Rate at Generator Terminal at Reference Conditions and 100% load : 8538 kJ/kWh (LHV Basis)
- Heat rate degradation : 1.5% between 12,000 hour major maintenance outages
- Power and Heat Rate Correction curves with Ambient Temperature and Loading (tabulated values will be agreed with the selected EPC Contractors to facilitate tariff calculations)
- Consumption of Light Fuel Oil per unit start: To be determined upon appointment of EPC Contractor and subject to Parties' agreement of final design,

[1] 3 starts per day can be done without additional precautions, and 20 start per day is maximum but will require suitable equipment and maintenance programme.

Power and Heat rate vs Ambient temperature (°C) @ generator termial (Indicative only)



Power and Heat rate vs Load @ generator terminal (Indicative only)



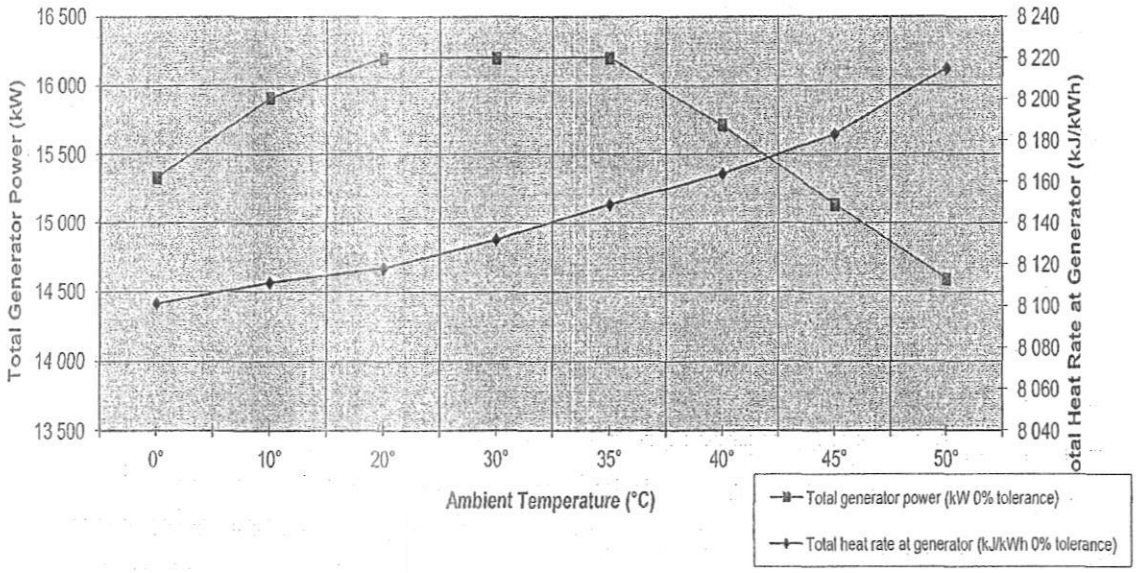
Phases II & IIII

- Heat Rate at Generator Terminal at Reference Conditions and 100% load : 8514 kJ/kWh (LHV Basis)
- Heat rate degradation : 1.5% between 12,000 hour major maintenance outages

- Power and Heat Rate Correction curves with Ambient Temperature and Loading (tabulated values will be agreed with the selected EPC Contractors to facilitate tariff calculations) (These are based on 16 MW units for indicative purposes)

- Consumption of Light Fuel Oil per unit start : [ ] GJ

Power and Heat rate vs Ambient temperature (°C) @ generator termial (Indicative only)

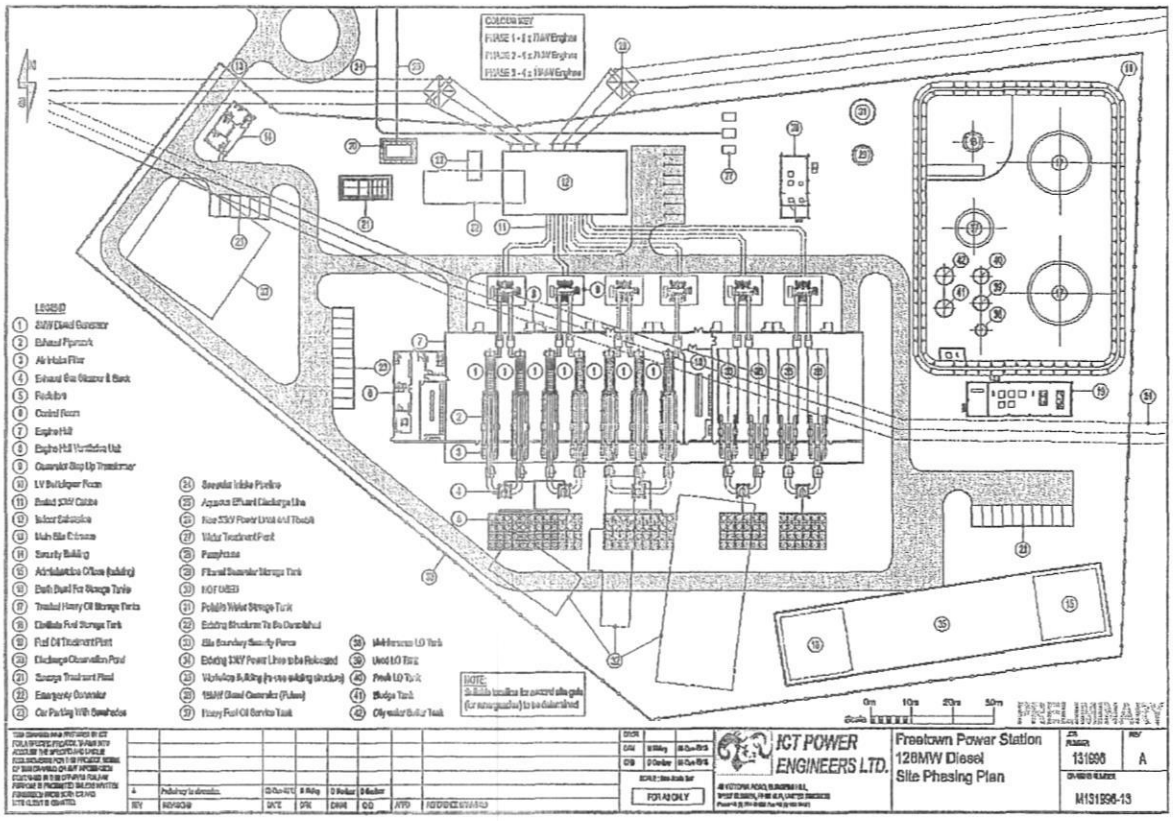


Schedule 2

Interconnection Facilities and Connection Point

A single circuit 33kV overhead transmission line crosses the site. To facilitate the design and layout of the Plant, this line will be rerouted in an east west orientation along the northern perimeter of the site. The Plant will be connected into this line which will be looped in and out of an indoor substation with metal clad switchgear which will be located on the northern side of the Plant. This will provide a full 'intercept' arrangement with the easterly and westerly connections separately connected to bus bars in the substation. The rerouting transmission line re-routing, the overhead lines to the substation on the power station site and the substation itself will all be designed and built and financed as part of the power station project.

This arrangement is shown below which includes the present routing of the line across the site as well as the new routing.



The Delivery Point at which electrical power and energy are supplied to the Offtaker are at the point where the 33 kV overhead line is connected to the Plant's substation busbars.

See Schedule 16 for further technical details.

Schedule 3

Fuel Specifications

This data below is based on typical information from an engine maker. The requirements of different engine suppliers may vary slightly.

1 Light Fuel Oil

Light Fuel Oil (LFO) is used for engine starts. The limits indicated below are based on the demands of ISO 8217:2010(E) standard and covers the fuel categories ISO-F-DMA, DMB and DMZ.

The limits in the table below are based on the demands of standards and engine specific requirements. Project requirements, actual fuel availability or customer preferences may set other limits on the fuel quality.

The fuel should not include any added substance or chemical waste, which jeopardizes the safety of installations or adversely affects the performance of the engines or is harmful to personnel or contributes overall to additional air pollution.

Parameter		Limit	Unit	Test Method reference
Viscosity	Minimum	2	cSt at 40°C	ISO 3104
	Maximum	11		
Injection viscosity[1]	Minimum	2.8	cSt	ISO 3104
Density	Maximum	900	kg/m³ at 15°C	ISO 3675 or 12185
Water	Maximum	0,3	% Vol.	ISO 3733
Sulphur	Maximum	2,0	% mass	ISO 8754 or 14596
Ash	Maximum	0,01	% mass	ISO 6245
Carbon Residue	Maximum	0,3		ISO 10370
Flash point (PMCC)	Minimum	60	°C	ISO 2719
Hydrogen sulfide	Maximum	2,00	mg/kg	IP 570
Acid number	Maximum	0,5	Mg KOH/g	ASTM D664
Oxidation stability	Maximum	25	g/m^3	ISO 12205
Pour point	Maximum	6	°C	ISO 3016
Cetane Index	Minimum	35		ISO 4264
Total sediment existent by hot filtration	Maximum	0,10[2]	% mass	ISO 10307-1
Appearance		Clear and bright		
Lubricity, corrected wear scar diameter	Maximum	520	µm	ISO 12156-1

I LFO is not available then normal diesel oil as available on the market shall be used.

[1] Engine specific requirement
[2] If the sample is clear and with no visible sediment or water, the total sediment existent and water tests shall not be required.

2 Heavy Fuel Oil (HFO)

The fuel quality limits before treatment are based on the requirements of:

- ISO 8217:2010(E), ISO-F-RMA 10 – RMK 700.

Specific emission requirements may set stricter limits for the fuel quality.

The fuel should not include any added substance or chemical waste, which jeopardizes the safety of installations or adversely affects the performance of the engines or is harmful to personnel or contributes overall to additional air pollution.

HFO – before treatment:

Parameter		Limit	Unit	Test Method reference
Viscosity, plant design[3]	Maximum	700	cSt at 50°C	ISO 3104
Density	Maximum	1010	kg/m³ at 15°C	ISO 3675 or 12185
CCAI	Maximum	870		ISO 8217, Annex F
Water	Maximum	0,5	% Vol.	ISO 3733 or ASTM D6304-C
Sulphur	Maximum	1	% mass	ISO 8754 or 14596
Hydrogen sulphide	Maximum	2,00	mg/kg	IP 570
Acid number	Maximum	2,5	mg KOH/g	ASTM D664
Ash	Maximum	0,15	% mass	ISO 6245 or LP 1001
Vanadium	Maximum	450	mg/kg	ISO 14597or IP 501, IP470
Sodium	Maximum	100	mg/kg	[IP 501 or IP 470]
Aluminium + silicon,	Maximum	60	mg/kg	ISO 10478or IP 501, IP470
Carbon Residue	Maximum	20	% mass	ISO 10370
Asphaltenes	Maximum	14	% mass	ASTM D3279
Flash point (PMCC)	Minimum	60	°C	ISO 2719
Pour point	Maximum	30	°C	ISO 3016
Total Sediment existent aged	Maximum	0,10	% mass	ISO 10307-2
Calcium	Maximum	30	mg/kg	IP 501 or 470
Zinc	Maximum	15	mg/kg	IP 501 or 470
Phosphorus	Maximum	15	mg/kg	IP 501 or 470
Used lubricating oil[4]				

HFO – After treatment:

Parameter		Limit	Unit	Test Method reference
Injection viscosity	Minimum	16	cSt	ISO 3104
	Maximum	24	cSt	ISO 3104
Water	Maximum	0,3	% Vol.	ISO 3733 or ASTM D6304-C
Sodium	Maximum	30	mg/kg	IP501 or IP470

[3] Design specific value
[4] The fuel shall be free from used lubricating oil (ULO). A fuel shall be considered to contain ULO when either one of the following conditions is met: Calcium > 30 mg/kg and zinc > 15 mg/kg or Calcium > 30 mg/kg and phosphorus > 15 mg/kg

Aluminium + silicon	Maximum	15	mg/kg	ISO 10478or IP501or 470

Schedule 4

Commissioning and Testing

1 Introduction

The Generator shall develop a detailed commissioning and testing programme for each Phase with the scope outlined in this Schedule 4 (Commissioning and COD Testing). Similar procedures will be followed for each Phase of the Project.

The programme will include:

- Pre-synchronisations Tests
- Commissioning Tests and
- COD Tests.

2 Scheduling by the Generator

The Generator shall provide the Offtaker, on an on-going basis, relevant information regarding its programme for testing each Phase. Not less than twenty (20) Days prior to the commencement of each test programme, the Generator will deliver to the Offtaker in writing the final programme for testing the relevant Phase, including a tentative schedule for conducting all tests required for commissioning. The Generator shall advise the Offtaker in writing of any changes in its final schedule for the testing programme not less than seven (7) Days prior to the commencement of the tests required for commissioning. If the schedule for any test required for Commissioning is adjusted after the Generator has provided the Offtaker with the final testing programme, then the Generator shall advise the Offtaker not less than forty-eight (48) hours prior to the commencement of any such test. On each Day beginning with the Day on which testing commences, the Generator shall provide the Offtaker with a schedule of the tests to be conducted on the following Day or Days (if such test will continue for more than one (1) Day).

3 Deferral by the Offtaker

If the Offtaker is unable to accommodate the schedule for such test or tests as provided by the Generator in the final schedule for the program of tests, the Offtaker will give the Generator notice within forty-eight (48) hours of its receipt of the final schedule for testing of its requirements regarding deferral or delay of any Commissioning Tests for the relevant Phase, and the Parties will mutually agree on a date for any deferral test or programme of tests. The Offtaker shall notify the Generator at the end of any such delay or deferral. No such delay or deferral shall delay the relevant test or tests by more than ten (10) Days from the date proposed by the Generator.

4 Testing Prior to Commissioning Tests

4.1 Pre-Synchronization Tests

Prior to synchronization of the Plant or any part thereof with the Grid to perform the Commissioning Tests, the Generator shall:

(a) Verify the protection level settings prepared by the Generator in consultation with the Offtaker,

(b) prove all inter-tripping circuits between the Plant and the Grid.

4.2 Observation by Offtaker

The Offtaker shall be given not less than twenty-four (24) hours notice of such tests (and any retests thereof) and shall have an opportunity to be present at and observe all such tests.

5 Commissioning Tests

5.1 Process

(a) The Generator shall carry out the commissioning of the Plant pursuant to this Schedule

(b) The Plant shall be Commissioned following the successful completion (by satisfying the minimum performance criteria specified herein) of the tests described in Section 5.3 (the "Commissioning Tests").

5.2 Notification

The Generator shall give reasonable notice to the Offtaker before carrying out the tests described in paragraph 5.3.

5.3 Commissioning Tests

The Generator shall carry out pre-commissioning and Commissioning Tests in accordance with Annex A.

5.4 Plant Commissioned, Commissioning Date

(a) When a Phase of the Plant has satisfied all of the Commissioning Tests described in paragraph 5.3, then that Phase of the Plant shall be Commissioned.

(b) The Commissioning Date for each Phase shall occur as of 00.00 hours at the start of the first Day after the Day the relevant phase of the Plant is Commissioned and the Generator has delivered to the Offtaker the duly completed Commissioning Certificate.

6 COD Tests

For each phase of the Plant, COD tests will be carried out and these shall consist of the following performance tests.

6.1 Tested Capacity

The Net Dependable Capacity of each Phase of the Plant will be determined by measuring the Net Output at the Delivery Point by operating the individual equipment and machines at MCR (100% base load). The test shall be based on the relevant ASME, ISO and IEC standards for

4 Testing Prior to Commissioning Tests

4.1 Pre-Synchronization Tests

Prior to synchronization of the Plant or any part thereof with the Grid to perform the Commissioning Tests, the Generator shall:

(a) Verify the protection level settings prepared by the Generator in consultation with the Offtaker,

(b) prove all inter-tripping circuits between the Plant and the Grid.

4.2 Observation by Offtaker

The Offtaker shall be given not less than twenty-four (24) hours notice of such tests (and any retests thereof) and shall have an opportunity to be present at and observe all such tests.

5 Commissioning Tests

5.1 Process

(a) The Generator shall carry out the commissioning of the Plant pursuant to this Schedule

(b) The Plant shall be Commissioned following the successful completion (by satisfying the minimum performance criteria specified herein) of the tests described in Section 5.3 (the "Commissioning Tests").

5.2 Notification

The Generator shall give reasonable notice to the Offtaker before carrying out the tests described in paragraph 5.3.

5.3 Commissioning Tests

The Generator shall carry out pre-commissioning and Commissioning Tests in accordance with Annex A.

5.4 Plant Commissioned, Commissioning Date

(a) When a Phase of the Plant has satisfied all of the Commissioning Tests described in paragraph 5.3, then that Phase of the Plant shall be Commissioned.

(b) The Commissioning Date for each Phase shall occur as of 00.00 hours at the start of the first Day after the Day the relevant phase of the Plant is Commissioned and the Generator has delivered to the Offtaker the duly completed Commissioning Certificate.

6 COD Tests

For each phase of the Plant, COD tests will be carried out and these shall consist of the following performance tests.

6.1 Tested Capacity

The Net Dependable Capacity of each Phase of the Plant will be determined by measuring the Net Output at the Delivery Point by operating the individual equipment and machines at MCR (100% base load). The test shall be based on the relevant ASME, ISO and IEC standards for

the Plant using Plant instrumentation and the Metering System and corrected to the Reference Conditions.

6.2 Reliability Run Test

A reliability run test will be carried for each phase of the Plant out as part of the COD Tests and must be satisfied to enable that phase of the plant to be Duly Completed. The run will be for a period of 72 hours or a shorter period agreed in the Testing Procedures based on system practicalities and will include a continuous number of hours at maximum continuous rating agreed in the Testing Procedures without overloading the individual equipment beyond its safe operating limits and all the protections in contact. The output during the remaining hours of the test will be as requested by the Offtaker. The test shall have been satisfactorily completed only if it continues without any interruption whatsoever for not less than the number of hours agreed in the Testing Procedures.

6.3 Automatic Voltage Regulator (AVR) Droop

For each Phase, the AVR will be demonstrated to control the generator voltage over the range of +/- 10 percent of rated voltage with a droop characteristic of + 0.5 percent.

6.4 Engine Governor Operation

For each Phase, the operation of the speed governor will be demonstrated over its range, the droop being adjusted from 2.0 percent to 6.0 percent.

6.5 Reactive Capacity Test

The Plant operational capabilities contemplated by the preliminary design are as follows but the final parameters for each Phase will be as agreed between the Generator and the selected EPC Contractors.

Tests will demonstrate the capability of the each Phase and of each unit to operate at rated voltage and frequency at following power factors and reactive conditions as per the generator manufacturer's reactive capability curves:

	Phase I	Phases II & III
Power Factor	0.85 lag/unity	0.85 lag/unity
100% MW gross output (at Reference Conditions)	5.53/0	To follow
Steady state reactive loading at rated excitation	9.45Mvar (lagging)	To follow
Steady state reactive loading at rated excitation	3.9 Mvar (leading)	To follow
Minimum Load	30% per unit	30% per unit

6.6 Response of Complex to Step Load Changes

A test will be undertaken to demonstrate that each Phase is capable of a step increase in load of five (5) percent of gross rated output provided that the load on that Phase of the Plant load is greater than twenty five (25) percent. Each Phase shall also be demonstrated to be capable of withstanding a sudden loss of demand of 10 percent of gross rated output from any load in the

range thirty-four (35) percent to hundred (100) percent. The Phase must not trip and must otherwise remain in a safe condition.

ANNEX A.

FORM OF COMMISSIONING CERTIFICATE

Project:	Location:	Date:
Customer:	Voltage:	Frequency:

1	Final Site Commissioning Checks	Checked
1.1	Check that all equipment is correctly earthed	
1.2	Check that all transformers and switchgear are not in circuit earth position	
1.3	Check that all circuit breakers are in the open position	
1.4	Clear all unnecessary personnel off Plant Site to a safe area	
1.5	Ensure that all Generator personnel are verbally addressed and aware of energization	
1.6	Ensure that the Offtaker is fully aware of your intention to energize the system	
2	**Final Site Commissioning Tests**	
2.1	Close circuit breaker for earthing transformer or neutral earthing resistor (Only applicable when system is in island mode)	
2.2	Energize system either by back feed from customers HV or by closing generator circuit breaker in island mode	
2.3	Check phase rotation	
2.4	Check system voltage	
2.5	Check system frequency	
2.6	Check inter tripping and inter locks	
2.7	Check Site ESD shutdown	
2.8	Additional testing required pursuant to the PPA	
2.9	While the system is energized, conduct burden and accuracy tests on the Metering, Back-up Metering and Telecommunication Systems	

Date and Time first machine online:	Date and Time last machine on line:	Total KW Output: Date and Time:
System voltage:	System frequency:	Power factor:

On behalf of the Generator, I hereby certify that the Phase [x] has satisfied the minimal performance standards sufficient to be Commissioned. Capitalized terms used herein have the meaning given to them in the Power Purchase Agreement.

By: [printed name of Generator Engineer]_____

Generator Engineer's signature: /s/_____

Date: [date]_____

On behalf of the Offtaker, I hereby acknowledge receipt of this certificate.

By: [printed name Offtaker]_____

Offtaker's Engineer's signature: /s/_____

Date: [date]_____

Schedule 5

Metering Standards and Testing

1 Main Output Metering System and Back-up Metering Requirements

The Main Output Metering System and Back-up Metering System shall consist of a single set of three current transformers and potential transformers feeding both a primary and a backup three phase four wire metering instrument.

The Main Output Metering System and the Back-up Metering System shall be designed such that the overall error of the installation, (including instrument transformers, wiring, and metering instruments) shall be no greater than two tenths of a percent (0.2%) for power flows through the metering installation.

The Main Output Metering System and Back-up Metering System shall be selected to have rated error no greater than two tenths of a percent (0.2%) over the equivalent load range.

The Main Output Metering System and Back-up Metering System shall be electronic time-of-use meters which accumulate data separately for at least three time blocks with programmable beginning and ending times and holiday/weekend discrimination.

The Main Output Metering System and Back-up Metering System shall be capable of separately accumulating and presenting on the register display the following data for peak hours, shoulder and off peak hours, each of which shall occupy one time-of-use block:

(i) Net kWh into the Offtaker Grid System

(ii) Net kVArh into the Offtaker Grid System

(iii) kW into the Offtaker Grid System.

The Main Output Metering System and Back-up Metering System current and voltage transformers will measure current and voltage as near as practicable to the Delivery Points. The Main Output Metering System and Back-up Metering System shall consist of the following meters:

Main Output Metering System

Description
33 kV line bays – electrical output from Company
33 kV line bays – electrical input to Company

Back-up Metering System

Description
33 kV line bays – electrical output from Company
33 kV line bays – electrical input to Company

Both the Main Output Metering System and Back-up Metering System shall be installed in weatherproof enclosures, which shall include test switches and shorting blocks to allow removal of either meter instrument without taking the other out of service. The Main Output Metering System and Back-up Metering System may be installed in a single enclosure or in separate enclosures, but the enclosure shall be so arranged that both the Main Output Metering System and the Back-up Metering System can be read without disturbing the seals on the enclosure(s).

2 Interpretation of Output Metering System Readings

The Main Output Metering System and the Back-up Metering System at the Delivery Point register imports and exports on two separate cumulative registers – one for export from the Plant and the other for import to the Plant, if any. The import register reading only changes with a flow from the Grid to the Plant and the reading will decrease (and so will give a negative reading) and the export register only changes with a flow from the Plant to the Grid and the meter reading will increase (and so will give a positive reading). All the meters at the Delivery Point are programmed with a positive direction reflecting power flow from the Plant to the Grid, and the negative direction reflecting power flow from the Grid to the Plant.

In general, the Net Output shall be calculated as the sum of all metered energy. In the event that the Net Output is positive, the interpretation is that electrical energy has, in net, been supplied by Generator to the Offtaker. In the event that the Net Output is negative, the interpretation is that electrical energy has, in net, been supplied by the Offtaker to Generator. In the event that the Net Energy Output is zero, the interpretation is that, in net, no energy exchange between Generator and the Offtaker has taken place and that Generator has exactly supplied the energy needs of its own auxiliaries.

3 Testing

All testing and calibration of the Main Output Metering System and Back-up Metering System instruments shall be carried out by qualified personnel using test equipment with a rated error of one tenth of a percent (0.1%) or better, and which has been calibrated according to a procedure and against instruments traceable to a Sierra Leonean standard within the preceding forty-eight (48) Months. The Main Output Metering System and Back-up Metering System shall be tested at full rated test current, and at ten percent (10%) of full rated test current at power factors of fifty percent (50%) lag, fifty percent (50%) lead and one hundred (100%). A written test report shall be prepared for all tests showing the calibration history of the test instruments, the as-

found, and as-left conditions of the Main Output Metering System and Back-up Metering System, which shall be supplied to both Parties.

Current and voltage transformers shall be tested for ratio and phase angle errors following manufacture at an accredited testing station. Test certificates issued by the testing station will be issued independently to both Parties.

4 Communications

The Generator shall, prior to the Phase IA Commercial Operation Date, establish and maintain a telephone hotline between the Generator's control room and the Offtaker's control Centre in accordance with the Operating Procedures.

Schedule 6

Capacity Tests

1 Annual Test

1.1 Each Annual Test shall be undertaken in accordance with Section 2 of this Schedule 6.

1.2 If an Annual Test is commenced and:

(a) not Duly Completed; or

(b) if Duly Completed, does not satisfy the requirements of a Performance Test specified in paragraph 1 of this Schedule 6, the Offtaker may require the Generator to carry out a further Annual Test.

1.3 If the Generator is required to or wishes to carry out a further Annual Test in accordance with Section 1 of this Schedule 6, the Generator shall schedule a further Annual Test, provided that the notice period to be given to the Offtaker stated in Clause 6.9(c) (Additional Tests) shall be not less than six (6) hours.

1.4 Any further Annual Test undertaken in accordance with paragraph 1.6 of this Schedule 6 shall constitute an Annual Test.

2 Annual and Additional Test Procedure

2.1 The Generator shall conduct Annual and Additional Tests at such times as are required or permitted in accordance with the foregoing provisions of this Schedule 6.

2.2 The Generator shall give the Offtaker not less than 14 days' prior written notice of the date and time of each Annual or Additional Test. The Offtaker may at its discretion, appoint up to two (2) representatives to witness each Performance Test.

2.3 The Generator may commence an Annual Test or Additional Test within ± 2 hours of the start time for the Annual Test or Additional Test previously notified to the Offtaker. The Generator shall notify the Offtaker of the time at which an Annual Test or Additional Test was commenced.

2.4 An Annual Test or Additional Test shall be conducted by the Generator by operating all units of the Plant which have achieved their Commercial Operation Date for a continuous period of six (6) hours (including two (2) hours of heat soaking and a four (4) hour test measurement period).

2.5 For the duration of the Annual Test or Additional Test, all units of the Plant which have achieved their Commercial Operation Date shall be operated at full output with normal auxiliary load and with the unit governors set for fixed power output.

2.6 The Net Output during the Annual Test or Additional Test shall be metered using the Output Metering System installed at the Delivery Point.

2.7 Subject to Clause 12.4 (Capacity Charges if an Annual Test or Additional Test cannot be conducted), the Net Dependable Capacity of the Plant (or applicable Phases) as determined by the Annual or Additional Test shall be the number of kilowatt hours delivered by the Plant, as metered in accordance with paragraph 2.6 of this Schedule 6, during the four (4) hour test measurement period divided by the duration of the capacity test in hours. As part of this calculation, the measured results shall be corrected on an hourly basis to Reference Conditions in accordance with a suitable national or international testing code.

2.8 An Annual Test or Additional Test shall be Duly Completed if it is commenced and carried out in accordance with Section 3 of this Schedule 6 and readings are obtained from the Output Metering System, notwithstanding any trips or the use of component redundancies in the Plant.

2.9 In the event that a test is interrupted, the test run may be restarted, after a re-stabilization period of running at the test load, of at least twice the duration of the interruption.

2.10 The value of tested capacity shall be corrected for low frequency if the system frequency is less than 48.8 Hz during the four (4) hour test measurement period.

2.11 In respect of any Annual Test or Additional Test, the Generator shall deliver a certificate to the Offtaker confirming:

(a) whether the Annual Test or Additional Test was Duly Completed; and

(b) the value of the Net Dependable Capacity of the Plant (or applicable Phases) determined by the Annual Test or Additional Test,

as soon as reasonably practicable following the completion of the Annual Test or Additional Test and in any case within three days of the date on which the Annual Test or Additional Test was ended.

2.12 If the Offtaker disputes that an Annual Test or Additional Test was duly completed or the value of the Net Dependable Capacity certified by the Generator, the Offtaker shall give the Generator notice of such dispute within three days of receipt of the Generator's certification. If the Parties are unable to agree on the Net Dependable Capacity of the Plant within 30 days of the date of the relevant Annual Test or Additional Test, either Party may refer the dispute for Expert Determination. Pending determination of a dispute by an Expert, the results of the Annual or Additional Test (and the resulting tested capacity of the Plant) shall be as certified by the Generator.

3 The Offtaker's Obligations

3.1 During each Annual Test or Additional Test, the Offtaker shall:

(a) dispatch the units at the Plant which are in Commercial Operation at full load for the duration of an Annual Test or Additional Test,, so as to enable the Generator to carry out and complete the Annual or Additional Test;

(b) ensure that the Grid characteristics at the Delivery Point (including without limitation the voltage level and the frequency) do not constrain the Net Output of the Plant during the Annual Test or Additional Test.

Schedule 7

Form of Performance Bond

LETTERHEAD OF THE ISSUING BANK

Date: _____

Irrevocable Standby Letter of Credit No. _____

The Government of the Republic of Sierra Leone acting by the Ministry of Finance and Economic Development and by the Ministry of Energy (the "Government")

[•]

Attention: [•]

Dear Sirs

At the request of our client, CECA Generation Limited (the "**Generator**") which has executed a Power Purchase Agreement with the Government of the Republic of Sierra Leone and National Power Authority (together the "**Employer**") dated [•] for the construction, operation and maintenance of power plant at Freetown in Sierra Leone and the sale of its capacity and output (the "**PPA**"), acting upon its instructions, the undersigned issuing bank (the "**Issuing Bank**") herein establishes this irrevocable stand-by letter of credit (the "**Letter of Credit**") in the amount of United States Dollars [•] (US$[•]) (the "**Guaranteed Sum**") issued in favour of the Government.

Subject to the other provisions contained in this Letter of Credit, the Government may request payment of the Guaranteed Sum from the Issuing Bank in full (or in such part thereof as may be demanded) by submitting a written demand on the letterhead of the Government and signed by the Minister of Finance and Economic Development and the Minister of Energy (each such request, a "**Payment Demand**"), specifying the amount of payment demanded and stating that the Government has the right to receive such payments from the Generator pursuant to the terms of the PPA. For the avoidance of doubt, the Government shall be entitled to submit as many Payment Demands as it deems appropriate, it being understood that, where the amount demanded under any Payment Demand, or the aggregate of the amounts demanded under all Payment Demands submitted, exceeds the Guaranteed Sum, the Issuing Bank shall only be required to pay to the Government an amount equal to the Guaranteed Sum.

The Issuing Bank shall honour each Payment Demand made by the Government under the terms of this Letter of Credit, and agrees to pay the corresponding amount upon first demand and delivery of any Payment Demand, provided that the form of the Payment Demand and the manner in which it is

submitted conform to the provisions established in the preceding paragraph and that such Payment Demand is submitted on or before the Expiration Date (as defined below).

Subject to the terms of this Letter of Credit, each Payment Demand must be submitted during days and hours when the Issuing Bank is open for business in [Sierra Leone]. The Issuing Bank agrees to pay the funds requested in each corresponding Payment Demand to the Government in immediately available funds no later than forty eight (48) hours after the hour in which the Payment Demand was submitted by the Government, excluding any hours during days on which the Issuing Bank is not open for business in [Sierra Leone], and provided that the documentation presented satisfies the requirements contained in this Letter of Credit. The Issuing Bank shall make all payments under this Letter of Credit with its own funds. If the Payment Demand fails to comply with any of the requirements established in this Letter of Credit, the Issuing Bank will immediately notify the Government in writing at the address listed herein for the Government, or at the address provided in writing by the Government to the Issuing Bank for such purpose. The Issuing Bank shall explain in such notice why it rejected the Payment Demand and shall return the Payment Demand to the Government. The Government may resubmit any Payment Demand (whether after an initial or any subsequent rejection). All payments that the Issuing Bank makes to the Government hereunder shall be made by electronic transfer in immediately available funds to the bank account specified by the Government in the corresponding Payment Demand.

This Letter of Credit shall expire on [•] (the "**Expiration Date**"). Such Expiration Date shall automatically be extended by that number of days equal to the duration of any event of force majeure applicable to the Issuing Bank (being an Act of God, riot, civil commotion, insurrection, war, act of terrorism, strike or lockout or any other cause beyond its control resulting in an interruption of its business). If, on the last business day for presentation, the place for presentation is for any reason closed and presentation is not made in a timely manner because of the closure, then the Expiration Date shall automatically be extended to the day occurring thirty (30) days after the place for presentation reopens for business. The Government may not submit any Payment Demand to the Issuing Bank once this Letter of Credit has expired, nor shall the Issuing Bank be obligated to make any payment hereunder in respect of any Payment Demand submitted after this Letter of Credit has expired.

The Government's rights under this Letter of Credit are not transferable.

All charges of the Issuing Bank related to the issuance or performance of this Letter of Credit (including, but not limited to, the negotiation, payment, extension or transfer hereof) shall be borne by the Generator and under no circumstances shall be charged to the Government by the Issuing Bank.

Matters not addressed in this Letter of Credit shall be governed by the Uniform Customs and Practice for Documentary Credits, 2007 Revision, International Chamber of Commerce Publication No 600 (save that Article 36 thereof shall not apply) ("**UCP 600**") and, to the extent not inconsistent with UCP 600 (as applied by this Letter of Credit), this Letter of Credit shall be governed by and interpreted in

"**Electrical Energy**" means electrical energy produced, flowing or supplied by an electrical circuit during a time interval and being the integral with respect to the time of instantaneous power measured in units of kilowatt hours kWh.

"**Fixed O&M Cost Recovery Charge Rate**" or "**FOMR**" means the amount specified by the Generator in Section 2 of Attachment A of this Schedule 8 and applied for Capacity Charge calculation for a Billing Period

"**Forced Outage**" is as defined in Clause 1.1 of the PPA

"**Fuel Charge**" means the amount payable to the Generator for the cost of fuel deemed to have been consumed for the production of Net Output, and for the start-up of Units and is determined in accordance with Section 3.2.1 of this Schedule 8 (Tariff).

"**Output Charge**" means a monthly payment by the Offtaker to the Generator that covers the variable operation and maintenance payment and Fuel Charge, and is determined in accordance with Section 3 of this Document

"**Scheduled Outage**" is as defined in Clause 1.1 of PPA.

"**Unit**" means any separately dispatchable unit of the Plant.

1 Total Payment for Power

The Total payment for Power is determined as follows:

TPm = CCm + OCm

Where:

- CCm = Capacity Charge (in US$) for the Billing Period 'm'
- OCm = Output Charge (in US$) for Billing Period 'm'
- m = Billing Period

2 Capacity Charge

The Capacity Charge has two components and is determined as follows

CCm = Am +Bm

Where:

- CCm = Capacity Charge for the Billing Period 'm'
- Am = Component A of the Capacity Charge for the Billing Period 'm'
- Bm = Component B of the Capacity Charge for the Billing Period 'm'

2.1 Component A of the Capacity Charge

Component A of the Capacity Charge covers the base capital costs of the Project, and is determined as follows:

Am = CBCm - DRAm

Where:

- CBCm = Capital Base Charge Payment (in US$) for the Billing Period 'm'
- DRAm = Deduction from CBCm for Reduced Availability (in US$) for the Billing Period 'm'

2.1.1 Capital Base Charge

The Capital Base Charge Payment (in US$) for the Billing Period 'm' is determined as follows:

CBCm = CCRm * DCm * PHm *10

Where:

- CCRm = Capital Cost Recovery Charge Rate (in US Cents/kWh) for Billing Period 'm'
- DCm= Dependable Capacity (in MW) for Billing Period 'm'
- PHm = total number of Hours in the Billing Period 'm'

2.1.2 Dependable Capacity

The Dependable Capacity (in MW) for Billing Period 'm' is determined as follows:

$$FDNE_m = \frac{1}{PHm} * \sum_{i=1}^{PHm} DC_i$$

where:

- DC_i = Dependable Capacity (in MW) for Hour i of Billing Period 'm'
- i = each hour in Billing Period 'm'

2.1.3 Deduction for Reduced Availability

The Deduction from CBCm for Reduced Availability (in US$) for the Billing Period 'm' is determined as follows:

$$DRAm = CCRm * LCam * 10$$

Where:

- LCam = Actual Loss of Net Output (in kWh) due to Forced Outages in Billing Period 'm'

2.1.4 Actual Loss of Net Output

The Actual Loss of Net Output due to Forced Outages shall be determined as follows:

$$LCam = \sum_{j=1}^{J} (UD_j * (DC_m - DC_j))$$

Where:

- UDj = Length of Actual Period of Forced Outages (in hours), as per Availability Notice, for each Period 'j'
- DCj = Capacity (in MW) of the Plant available for the Period 'j' based on the Reference Site Conditions, after adjusting only for Forced Outages as specified in the Availability Notice, provided that DCj is equal to or less than DCm in the applicable Billing Period

- j = Each Period of Forced Outages (as per Availability Notice)
- J = Number of periods of Forced Outages (as per Availability Notice) in Billing Period 'm'

2.2 Component B of the Capacity Charge

Component B of the Capacity Charge covers the fixed O&M costs of the Project, and is defined as follows:

Bm = FOMPm - DOMm

Where:

- Bm = Component B of the Capacity Charge (in US$) for the Billing Period 'm'
- FOMPm = Base Fixed O&M Payment (in US$) for the Billing Period 'm'
- DOMm = Deduction from FOMPm for Reduced Availability (in US$) for the Billing Period 'm'

2.2.1 Base Fixed O&M Payment

Base Fixed O&M Payment for the Billing Period 'm' is determined as follows

FOMPm = FOMRm * DCm * PHm * 10

Where:

- FOMRm = Fixed O&M Cost Recovery Charge Rate (in US Cents/kWh) for Billing Period 'm'

2.2.2 Deduction for Reduced Availability

The Deduction from FOMPm for Reduced Availability (in US$) for the Billing Period 'm' is determined as follows:

DOMm = FOMRm * LCam * 10

3 Output Charge

The Output Charge is determined as follows:

OCm = VOMPm + FCm

Where:

- OCm = Output Charge for the Billing Period 'm'

- FCm = Fuel Cost Payment (in US$) for the Billing Period 'm'
- VOMPm = Base Variable O&M Payment (in US$) for the Billing Period 'm'

3.1 Base Variable O&M Payment

VOMPm= Eam * VOMRm/ 100

Where:

- Eam = Net Output in Billing Period 'm'
- VOMRm = Variable Operation and Maintenance Cost Recovery Charge Rate (in US Cents/kWh) for Billing Period 'm'

3.2 Fuel Charge

3.2.1 Fuel Cost Payment

The Fuel Cost Payment (in US$) in Billing Period m is determined as follows:

$$\mathbf{FC_m = (FDNE_m * HFOP_m) + (FDS_m * LFOP_m)}$$

where:

- FC_m = Total Fuel Cost Payment (in US$) in Billing period 'm',
- $FDNE_m$ = Deemed Heavy Fuel Oil (HFO) Consumption (in GJ) for Net Output in Billing Period 'm',
- FDS_m = Deemed Light Fuel Oil (LFO) Consumption (in GJ) for Unit starts in Billing period 'm'
- $HFOP_m$ = Price of HFO (in US$/GJ, LHV basis) in Billing Period 'm' as defined in paragraph 3.2.4 below,
- $LFOP_m$ = Price of LFO (in US$/GJ, LHV basis) in Billing Period 'm' as defined in paragraph 3.2.5 below.

3.2.2 Deemed Heavy Fuel Oil Consumption

The Deemed Heavy Fuel Oil Consumption for the generation of Net Output in each Billing Period 'm' is determined as follows:

$$FDNE_m = \sum_{u=1}^{N} (FD_m^u)$$

where:

- FD_m^u = Deemed Fuel Demand for Unit u in Billing Period 'm',
- u = number of Unit,
- N = total number of Units operating in Billing Period 'm'.

and the Deemed Fuel Demand for Unit u in Billing Period 'm' is determined as follows

$$FD_m^u = \sum_{i=1}^{PHm} (Eam_u^i * HR_u^i)$$

where:

- Eam_u^i= Net Output generated Generation (in kWh) by unit u in each Hour of Billing period 'm' as metered at the generator terminals of each unit,
- HR_u^i = Net Heat Rate (in kJ/kWh, LHV basis) for unit u in each hour of Billing period 'm' as set out in Section 8 of Schedule 1 (Description of the Plant)
- i = each Hour in billing period 'm',
- PH = total Number of Hours in Billing Period 'm'.

and the Net Heat Rate HR_u^i (in kJ/kWh on an LHV basis) for each unit u in each hour i of Billing period 'm' is determined on the basis of the full load heat rates as determined in accordance with the EPC Contract and with reference to the degradation curves for the Plant at each Contract Year at Reference Conditions for each unit with the manufacturer's heat rate correction factors provided in Section 8 of Schedule 1 (Description of the Plant) of this PPA applied to reflect for each hour of Billing Period 'm':

- The average net output of the unit,
- The average ambient temperature.

3.2.3 Deemed Light Fuel Oil Consumption

The Deemed Light Fuel Oil Consumption for the generation of Net Output in each Billing Period 'm' is determined as follows:

$$FDS_m = \sum^{N}_{u=1} (FDS^u)_m$$

where:

- FDS^u_m = Light Fuel Oil Consumption for start-ups of Unit u in Billing Period 'm' which is derived as:

$$FDS^u_m = NS_u * FS_u$$

where:

NS_u = Total Number Plant starts for unit u in Billing Period 'm',

FS_u = Consumption of Light Fuel Oil per unit start (in GJ, LHV basis) for unit u as set out in Section 7 of Schedule 1 (Description of the Plant).

3.2.4 Price of Heavy Fuel Oil

The price of HFO ($HFOP_m$, in US$/GJ, LHV basis) in Billing Period 'm' shall be taken as the weighted average price of HFO purchased by the Generator in Billing Period 'm' including transportation, freight cost, freight loss, port charges, demurrage, freight levy, transfer & agency fees, fuel distribution levy, petroleum levy, import duty, tax and storage charges.

At the end of each Contract Year, the average price of HFO purchased by the Generator over the Contract Year shall be calculated and compared to the aggregate monthly average price of HFO used in the calculation of the monthly HFO Fuel Charges. In the event of any difference between these values, an adjustment shall be made to the HFO price used in the calculation of the HFO Fuel Charge for the last month of the Contract Year, such that the aggregate monthly price of HFO used in the calculation of monthly fuel charges in the Contract Year shall be equivalent to the average price of HFO purchased over the Contract Year.

3.2.5 Price of Light Fuel Oil

The price of LFO ($LFOP_m$, in US$/GJ, LHV basis) in Billing Period 'm' shall be taken as the weighted average price of LFO purchased by the Generator in Billing Period 'm' transportation, freight cost, freight loss, port charges, demurrage, freight levy, transfer & agency fees, fuel distribution levy, petroleum levy, import duty, tax and storage charges.

At the end of each Contract Year, the average price of LFO purchased by the Generator over the Contract Year shall be calculated and compared to the aggregate monthly average price of LFO used in the calculation of the monthly LFO Fuel Charges. In the event of any difference between these values, an adjustment shall be made to the LFO price used in the calculation of the LFO Fuel Charge for the last month of the Contract Year, such that the aggregate monthly price of LFO used in the calculation of monthly fuel charges in the Contract Year shall be equivalent to the average price of LFO purchased over the Contract Year.

Attachment A – Agreed Values for Capacity Charge Calculations

1 Capital Cost Recovery Charge Rate

The Capital Cost Recovery Charge Rate CCR will be used in the calculation of the Payment of the Capacity Charge, and is defined as:

CCR = the following rates in US Cents/kWh:

(a) $0.0537 (five decimal three seven cents) per kWh from the Phase I Commercial Operation Date, until the occurrence of Phase II Commercial Operation Date.

(b) $0.0487 (four decimal eight seven cents) per kWh from the occurrence of Phase II Commercial Operation Date for a period of 36 months.

(c) $0.0437 (four decimal three seven cents) per kWh from the earlier of the 36 month anniversary of the Phase II Commercial Operation Date and the Phase III Commercial Operations Date.

(d) $0.03 (three cents) per kWh for Net Output that is delivered by a Phase which is undergoing a COD Test.

2 Fixed O&M Cost Recovery Charge Rate

The Fixed Operation and Maintenance Cost Recovery Charge Rate ("FOMR") to be used in the calculation of the Capacity Charge is:

FOMR = FOMR Lube + FOMR Equipment + FOMR Labor

where:

FOMR Lube = 0.24 US Cents/kWh

FOMR Equipment = 0.75 US Cents/kWh

FOMR Labor = 0.64 US Cents/kWh

FOMR Lube is to be adjusted annually according to the Lube Price Index, or, if the index is not available, then another index agreed by the Generator and the Offtaker prior to Financial Close, or in the event of failure to agree then such index or method of calculation as shall be determined by the Expert as nominated and appointed in accordance with the provisions of Clause 17 (Governing Law and Dispute Resolution) of the Agreement. The effective value of the index on Signing Date shall be considered to be the reference index.

FOMR Equipment is to be adjusted annually according to the US Consumer Price Index, or, if the index is not available, then another mutually agreed index or in the event of failure to agree then such index or method of calculation as shall be determined by the Expert as nominated

and appointed in accordance with the provisions of Clause 17 (Governing Law and Dispute Resolution) of the Agreement. The effective value of the index on Signing Date shall be considered to be the reference index.

FOMR Labor is to be adjusted annually according to the Sierra Leone Consumer Price Index, or, if the index is not available, then another mutually agreed index or in the event of failure to agree then such index or method of calculation as shall be determined by the Expert as nominated and appointed in accordance with the provisions of Clause 17 (Governing Law and Dispute Resolution) of the Agreement. The effective value of the index on Signing Date shall be considered to be the reference index.

1 Variable O&M Cost Recovery Charge Rate

Output Charge calculations will use the following agreed value.

VOMR = 0 US Cents/kWh

(Zero US cents per kWh)

Schedule 9
Insurance

PART I: CONSTRUCTION PERIOD

A. Marine and Air Cargo

Cover:	All materials, equipment, machinery, spares and other items for incorporation in the Plant against all risks of physical loss or damage while in transit by sea or air from any country of origin to the Plant site
Sum insured:	An amount equal to the maximum value of any one conveyance, shipment or storage location
Insured:	The Generator, the EPC Contractor and suppliers to the Generator and to the EPC Contractor
Period of cover:	from the start of shipments to the commercial operation date for each Phase

B. Construction All Risks

Cover:	The works executed in accordance with each EPC Contract and in the course of execution, materials and temporary works, while on the Plant sites, against all risks of physical loss or damage other than industry standard exclusions
Sum insured:	The reinstatement value of the works as defined and / or contemplated in each EPC Contract
Insured:	The Generator, the EPC Contractor and all suppliers and consultants for their manual on site activities only, the Offtaker and the Finance Parties
Period of cover:	from notice to proceed under each EPC Contract to the commercial operation date for each Phase

C. Public Liability

Cover:	Against legal liability to third parties for accidental bodily injury or damage to property arising out of the construction, testing and commissioning of the Plant
Limit of Liability:	US$ 5,000,000 per occurrence, other than where aggregated in line with insurance market practice
Insured:	The Generator, Finance Parties, Generator Parties, all suppliers and consultants for their manual on site activities only and the Offtaker
Period of cover:	from notice to proceed under each EPC Contract to the commercial operation date for each Phase

D. Miscellaneous

Other insurance required by Law.

PART II: OPERATING PERIOD

A. All Risks Insurance - Fixed Assets

Cover:	All building contents, machinery, stock, fixtures, fittings and all other personal property forming part of the Plant (but excluding the New Transmission Facilities) against "All Risks" of physical loss or damage, including machinery breakdown, other than industry standard exclusions
Sum insured:	Full replacement value of the Plant, or first loss limit agreed with the Finance Parties
Insured:	The Generator, the O&M Contractor, the Offtaker and the Finance Parties
Period of cover:	From the commercial operation date of each Phase to the expiry of the Term

C. Public Liability:

Cover:	Legal liability of the insured for damage to property of third parties or bodily injury to third parties arising out of the ownership, operation and maintenance of the Plant
Sum insured:	US$ 5,000,000 for any occurrence, other than where aggregated in line with insurance market practice
Insured:	The Generator, the O&M Contractor, the Finance Parties and the Offtaker
Period of cover:	from the commercial operation date for each Phase to the expiry of the Term

D. Miscellaneous

Other insurance as required by Law.

Schedule 10

Sierra Leone Local Content Policy

1. In this Schedule 10 Sierra Leonean means a citizen of Sierra Leone or a Sierra Leonean business.

2. The Generator shall:

   a. give preference to the use of equipment, materials and products manufactured or produced in Sierra Leone, or services provided by Sierra Leoneans, where they are of better, equal or comparable value to those available from other sources in Sierra Leone, taking into account price, quality, reliability, timing and availability;

   b. within 180 days of entering into this Agreement, provide the Government with a detailed report on potential Sierra Leonean supply, employment or contracting opportunities in relation to the Generation Project, including opportunities which could reasonably be created with the provision of training;

   c. announce all upcoming local contracting opportunities relating to the Generation Project on the PPP Unit website and appropriate local media outlets at least 30 days before the contract is to be awarded;

   d. within 180 days of entering into this Agreement, appoint an officer responsible for:

      i. liaising with Sierra Leoneans in relation to supply and contracting opportunities in relation to the Generation Project;

      ii. the facilitation of supply, employment or contracting opportunities for Sierra Leoneans in relation to the Generation Project; and

      iii. monitoring and reporting to the Generator and the Offtaker on the Generator's compliance with the obligations set out in this Schedule 10;

   e. work with its proposed EPC Contractor prior to entering into an EPC Contract to identify Sierra Leonean supply, employment or contracting opportunities which the EPC Contractor could use to perform the EPC Contract;

   f. give preference to the employment of Sierra Leoneans where they have the necessary skills in relation to the Generation Project;

   g. prepare an annual corporate social responsibility policy and report on its implementation;

   h. ensure that:

i. at least 80% of the civil works relating to the Generation Project are provided by Sierra Leoneans;

ii. at least 10% of total capital expenditure for the Generation Project is spent on contracts with Sierra Leoneans; and

iii. at least 50% of total expenditure on the operation and maintenance of the Plant is spent on contracts with Sierra Leoneans,

in each case to the extent that they are of better, equal or comparable value to those available from other sources in Sierra Leone, taking into account price, quality, reliability, timing and availability.

i. develop and implement (to the reasonable satisfaction of the Government) a training and succession program:

i. so that on the second anniversary of the Effective Date, at least three citizens of Sierra Leone are employed as engineers or mid-level managers of the Plant;

ii. so that commencing from the Signing Date, at least three Sierra Leonean citizens are trained every five years as professional operation and maintenance engineers with the skills necessary to work at the Plant; and

iii. with a view to achieving the below quotas:

Positions	Target percentage of positions to be filled by citizens of Sierra Leone
From Financial Close for Phase I until the 5th anniversary of Financial Close for Phase I	
Managerial positions	20%
Middle level positions	50%
From the 5th anniversary of Financial Close for Phase I until the end of the Term	
Managerial positions	60%
Middle level positions	80%

Schedule 11

Transfer on termination

1. Transfer Notice and Termination Payments

The following table sets out the events giving rise to termination of this Agreement after Financial Close for Phase I has been reached, the Party that may serve a Transfer Notice in respect of each such event and the Purchase Price applicable to each such event.

Termination event	Party that may serve a Transfer Notice	Purchase Price
Termination under Clause 14.1 (Termination for Generator Event of Default)	The Government	Purchase Price A
Termination under Clause 14.2 (Termination for Offtaker Event of Default)	The Generator	Purchase Price C
Termination under Clause 14.3 (Termination for prolonged Force Majeure Events)	Generator or Government	Purchase Price B
Termination under Clause 14.4 (Termination for prolonged Offtaker Risk Events) where the Offtaker Risk Event is also an Indirect Offtaker Risk Event	Generator or Government	Purchase Price B
Termination under Clause 14.4 (Termination for prolonged Offtaker Risk Events) where the Offtaker Risk Event is not an Indirect Offtaker Risk Event	Generator or Government	Purchase Price C
Termination under Clause 14.5 (Termination following Casualty Occurrence)	Generator or Government	Purchase Price B
Termination under Clause 14.6 (Termination for Increased Costs)	The Government	Purchase Price C

2. Transfer Notice

(a) A Party entitled to give a Transfer Notice under paragraph 1 may deliver a Transfer Notice at any time on or after the date on which a Termination Notice is delivered.

(b) A Transfer Notice given under paragraph 1 shall require the Offtaker to purchase all of the Generator's right, title and interest in the Generation Project in accordance with paragraph 5 and Schedule 14 (Handover Provisions) if this Agreement terminates as a result of the events giving rise to the termination right.

(c) If the Generator delivers a Transfer Notice, the Transfer Notice shall contain a certification by the Generator of the Purchase Price applicable under paragraph 1.

(d) If the Generator receives a Transfer Notice, the Generator shall as soon as practicable calculate the Purchase Price applicable under paragraph 1 and deliver a notice to the Offtaker specifying the Purchase Price applicable under paragraph 1.

3. Verification of Purchase Price

(a) The Offtaker may at its own expense appoint a firm of independent accountants to verify the Generator's calculation of the Purchase Price.

(b) The Generator shall permit the Offtaker's independent accountant to access and take copies of all relevant documents and records in its possession that are not subject to professional privilege and that are reasonably required by the independent accountant to verify the Generator's calculation of the Purchase Price.

(c) The independent accountant's verification of the Purchase Price shall be completed within 60 Days of the Offtaker's receipt of the Generator's calculation under paragraph 2 and the Offtaker shall procure that the independent accountant provides a copy of its verification report to the Offtaker at the same time as it is provided to the Offtaker.

(d) If a copy of an independent accountant's verification of the Purchase Price is not delivered to the Generator within 60 Days of the Offtaker's receipt of the Generator's calculation under paragraph 2, the Generator's certification of the Purchase Price delivered under paragraph 2 shall be the conclusive determination of the Purchase Price for the purposes of this Agreement upon expiry of that 60 Day period.

4. Payment of Purchase Price

(a) Immediately upon verification or deemed verification of the Purchase Price under paragraph 3 or upon agreement or determination of the Purchase Price pursuant to

Clause 17.2(c) (Dispute resolution by Arbitration), the Offtaker shall pay the Purchase Price to the Generator in immediately available funds to such account or accounts inside or outside Sierra Leone as the Generator may specify.

(b) For the avoidance of doubt, Clauses 9.8 (Due date), 9.10 (No set-off or deduction), 9.11 (Gross-up), 9.12 (Currency) and 9.13 (Interest for late payment) apply to the payment of the Purchase Price.

5. Completion of Transfer

Simultaneously with the payment of the Purchase Price under paragraph 4, the Generator shall transfer all its right, title and interest in the Generation Project to the Government.

6. Definitions used this Schedule 11

In this Schedule:

Calculation Date means the date on which this Agreement terminates under Clause 14 (Early termination);

Equity Return means an amount equal to the net present value as at the Calculation Date of all dividends and other distributions (other than repayment of the principal of any shareholder loans) which are projected to be paid by the Generator to the Shareholders in the Generator's current financial model in respect of all Phases for the period from the Calculation Date until the scheduled end of the Term, discounted at a rate of 13 per cent per annum;

Indirect Offtaker Risk Event means:

(a) acts of war (whether declared or not), invasion, armed conflict, act of foreign enemy or blockade in each case occurring in or affecting Sierra Leone;

(b) acts of rebellion, riot, insurrection, revolution, civil commotion, political violence, public disorder, act or campaign of terrorism, sabotage of a political nature or political violence in each case occurring within or affecting Sierra Leone; and

(e) politically motivated boycotts, strikes, go-slows, lockouts or other industrial action in Sierra Leone subsisting for more than seven consecutive Days;

Purchase Price means Purchase Price A, Purchase Price B or Purchase Price C, as applicable under paragraph 1;

Purchase Price A means an amount equal to:

(a) the Senior Debt Amount; plus

(b) the amounts referred to in paragraph (a) of the definition of Termination Costs;

Purchase Price B means an amount equal to:

(a) the Senior Debt Amount; plus
(b) 50% of Shareholder Contributions; plus
(c) Termination Costs;

Purchase Price C means an amount equal to:

(d) the Senior Debt Amount; plus
(e) Shareholder Contributions; plus
(f) the Equity Return; plus
(g) Termination Costs;

Senior DebtAmount means:

(h) all amounts required to be paid or repaid by the Generator or by any Shareholder under the Finance Documents as at the Calculation Date, including principal, interest accrued but unpaid, prepayment penalties and swap break costs; minus

(i) the aggregate balance standing to the credit of all bank accounts maintained by the Generator with the Finance Parties (including the debt service reserve, maintenance reserve and insurance proceeds accounts) other than the account from which it may make distributions to the Shareholders;

Shareholder Contributions means the capital of the Generator attributable to the Shareholders as at the Calculation Date, including share capital that has not been returned to the Shareholder by way of a capital reduction and shareholder loans the principal amount of which has not been repaid as at the Calculation Date;

Termination Costs means the sum of:

(j) all income, receipts, sales, value added, transfer, property or other taxes or any other costs imposed on the Generator by any Government Authority in connection with the transfer of all of the Generator's right, title and interest in the Generation Project and the payment of the Purchase Price; and

(k) all amounts payable by the Generator under each EPC Contract and O&M Contract for work completed under each EPC Contract and O&M Contract but not yet paid for by the Generator;

Transfer Notice means a notice properly given under paragraph 1.

Schedule 12

Government support provisions

Part I – general Government support provisions

1 Government support

1.1 General Government support

(a) The Government shall:

(i) act and procure that all Government Authorities act in a lawful, timely, reasonable and non-discriminatory manner in the discharge of all of their powers and responsibilities in relation to the Generation Project and the Project Parties;

(ii) not hinder or interfere with and procure that no Government Authority hinders or interferes with the implementation of the Generation Project; and

(iii) use its good offices to support their implementation of the Generation Project.

(b) Where the Government has a procuring obligation under this Schedule 12, that obligation shall be deemed to be an obligation only to procure to the extent the Government is legally able to do so.

1.2 Permits

(a) Issue and renewal of Permits

The Government shall procure that, following a Proper Application by a Project Party, the relevant Government Authority shall issue, replace (including following termination of an existing Permit) or renew any Permit that is required by a Project Party in connection with the Generation Project in a timely manner and on Acceptable Permit Terms.

(b) Cooperation with respects to Permits

If a Project Party is unable to identify the Government Authority which is responsible for issuing a Permit, having used all reasonable endeavours to do so, it may request that the Government identify the relevant Government Authority and the Government shall procure that such Government Authority provides full information as to the requirements and application procedures for the issue, reissue, renewal or amendment of any such Permit.

1.3 Sierra Leone Documents

The Government shall procure that:

(a) if the Generator has waived the execution of any of the Sierra Leone Documents as a Condition Precedent, the Sierra Leone Counterparties duly execute the Sierra Leone Documents no later than the Milestone Date for Financial Close for Phase I;

(b) at the request of the Generator, the Sierra Leone Counterparties do all further acts and deliver all further documents as may be reasonably required to carry out the Generation Project;

(c) none of the Sierra Leone Documents are terminated by the Sierra Leone Counterparties except as expressly permitted by their terms and the relevant direct agreement; and

(d) the Sierra Leone Counterparties perform their obligations under the Sierra Leone Documents in accordance with their terms.

1.4 Land rights and use of jetty

(a) The Government shall:

(i) procure that the relevant Sierra Leonean Counterparty negotiates and enters into a lease and associated documents for the area of land on which the Plant will be situated, as described more particularly in Schedule 1 (Description of the Plant) within 4 (four) weeks of the Signing Date and any other leases for future sites to be agreed;

(ii) obtain any related easement or right of ways which are reasonably required by the Generator for the construction and operation of the Plant and the New Transmission Facilities; and

(iii) procure that one or more jetties in the Kissy area are available to be used by international navigation for the delivery of Fuel for the purposes of the Generation Project from the date that is 12 months after the Financial Close for Phase I until the end of the Term.

1.5 Security

(a) The Government shall, at the reasonable request of the Generator provide adequate security for:

(i) the Plant and the New Transmission Facilities upon the occurrence of unrest, demonstrations or similar events; and

(ii) the transportation within Sierra Leone of critical or high value items for the Generation Project.

1.6 Freetown distribution network

The Government shall procure that all on-going interventions strengthening the distribution network in Freetown and its management are completed in a timely manner.

1.7 Imports and exports

The Government shall procure that the Project Parties can:

(a) import without undue delay or hindrance all plant, machinery, equipment, materials and fuel required by a Project Party in connection with the implementation of the Generation Project, including by procuring that lawful customs inspections are carried out within 14 (fourteen) days of a request by a Project Party; and

(b) export without undue delay or hindrance all plant, machinery, equipment and materials that are no longer required by a Project Party in connection with the implementation of the Generation Project.

1.8 Immigration controls

The Government shall expedite the issue of visas and work permits to qualifying foreign employees and consultants of the Project Parties and their family members..

1.9 Direct Agreements

(a) At the request of the Generator, the Government and the Grid Operator shall negotiate and, no later than the Milestone Date for Financial Close for Phase I, enter into the PPA Direct Agreement.

(b) At the request of the Generator, the Government and the Grid Operator shall promptly enter into a replacement or additional PPA Direct Agreement for any additional financing or refinancing of the Generation Project.

(c) The Government and the Grid Operator shall comply with their obligations under each PPA Direct Agreement.

(d) At the request of the Generator, the Government shall procure that each Sierra Leonean Counterparty negotiates and, no later than the Milestone Date for Financial Close for Phase I, enters into a direct agreement with the Finance Parties relating to each Sierra Leone Document to which it is a party.

(e) At the request of the Generator, the Government shall procure that each Sierra Leonean Counterparty enters into a replacement or additional direct agreement with the Finance Parties relating to each Sierra Leone Document to which it is a party for any additional financing or refinancing of the Generation Project.

(f) The Government shall procure that each Sierra Leone Counterparty complies with its obligations under each direct agreement to which it is a party.

(g) Notwithstanding paragraphs (a) to (e) above, each PPA Direct Agreement and other direct agreement referred to in this paragraph 1.9 shall be entered into on terms that are reasonably acceptable to the relevant parties.

(h) The Government shall provide all reasonable co-operation to the Generator and the Shareholders in relation to their endeavours to achieve Financial Close for each Phase, including by providing in a timely manner such information, legal opinions and other documents relating to the Sierra Leone Parties, the Sierra Leone Documents and their associated direct agreements as the Generator and the Shareholders may reasonably require.

2. Shareholder obligations

The Shareholders shall exercise their voting rights as shareholders to procure that the Generator complies with its obligations under Clause 2.2(b) of this Agreement.

3 Offtaker Risk Events

3.1 Remedies for certain Offtaker Risk Events

Clause 12.7 shall apply with respect to the Shareholders:

(a) as if references to the Generator were references to the Shareholders;

(b) as if references to Increased Costs were references to any increased costs, expenses, losses or reduction in revenue relating to the Generation Project to the extent that:

(i) they are incurred by a Shareholder as a result of an event or circumstance referred to in paragraphs (a), (g), (h), (i) and (k) of the definition of Offtaker Risk Event; and

(ii) the aggregate of all such costs, expenses, losses or reductions in revenue that have not already been the subject of a claim under this paragraph 3.1 exceed US$500,000; and

(c) paragraph (d) of Clause 12.7 shall not apply and the Offtaker shall instead reimburse the increased costs, expenses, losses or reduction in revenue referred to in paragraph (b).

3.2 No double recovery

The Shareholders may not recover any amount under paragraph 3.1 (Remedies for certain Offtaker Risk Events) to the extent that:

(a) the increased costs, expenses, losses or reduction in revenue referred to in paragraph 3.1(b) can be recovered by the Generator under Clause 12.7 (Increased Costs); and

(b) they exceed US$30 million arising out of any single Offtaker Risk Event.

4 Partial Risk Guarantee and MIGA cover

4.1 Partial Risk Guarantee for Phase I

(a) The Government shall prepare and submit an application to the World Bank for a partial risk guarantee in respect of the Generation Project within 14 (fourteen) Days following the Signing Date, in an amount of approximately US$40 million, covering six months' Capacity Charge (estimated at the Signing Date to be US$13.94 million) and six months' Output Charge (estimated at the Signing Date to be US$26.06 million).

(b) Once submitted, the Government shall use its best endeavours to pursue the application for the Partial Risk Guarantee, including providing such due diligence information, making available high-level delegations and entering into all customary documentation required by the World Bank for the issuance of the Partial Risk Guarantee.

(c) The Generator shall be responsible for the Government's reasonable costs of procuring the Partial Risk Guarantee, including any application fees and the cost of the Partial Risk Guarantee.

4.2 Alternative bankable credit support structure

If the Parties agree on an alternative bankable credit support structure under Clause 3.1(b) (Financial Close for Phase I), paragraph 4.1 (Partial Risk Guarantee for Phase I) shall apply as if references to the Partial Risk Guarantee were references to the bankable alternative credit support products.

4.3 MIGA Guarantee

(a) The Generator and/or the Shareholders shall prepare and submit an application to the Multilateral Investment Guarantee Agency for a contract of guarantee for equity investments in respect of their investment in Phase I the Generation Project within a reasonable time following the Signing Date.

(b) The Government shall provide all reasonable support to the Generator and the Shareholders in pursuing the application for the MIGA Guarantee for Phase I, including providing such due diligence information and making available high-level delegations as the Generator may reasonably require. The Generator shall be responsible for the Government's reasonable costs of providing this support.

4.4 Partial Risk Guarantee, alternative bankable credit support structure and MIGA Insurance for Phase II

(a) If a Partial Risk Guarantee was obtained for Phase I, paragraph 4.1 (Partial Risk Guarantee for Phase I) shall apply in relation to the application for a Partial Risk Guarantee (or increase in the existing Partial Risk Guarantee) to cover six months' Capacity Charges and Output Charges in respect of Phase II and the Government shall submit the application no later than 12 months before the Milestone Date for Financial Close for Phase II.

(b) If an alternative bankable credit support structure was put in place for Phase I, paragraph 4.2 (Alternative bankable credit support structure) shall apply in relation to putting in place a similar structure or extending the existing structure to cover Phase II and the Government shall apply for the applicable credit support products no later than 12 months before the Milestone Date for Financial Close for Phase II.

(c) Paragraph 4.3 (MIGA Guarantee) shall apply to Phase II, mutatis mutandis.

(d) Paragraph 4.1(c) (Partial Risk Guarantee for Phase I) shall apply to Phase II, mutatis mutandis.

4.5 Partial Risk Guarantee, alternative bankable credit support structure and MIGA Insurance for Phase III

(a) If a Partial Risk Guarantee was obtained for Phase I and Phase II, paragraph 4.1 (Partial Risk Guarantee for Phase I) shall apply in relation to the application for a Partial Risk Guarantee (or increase in the existing Partial Risk Guarantee) to cover six months' Capacity Charges and Output Charges in respect of Phase III and the Government shall submit the application no later than 12 months before the Milestone Date for Financial Close for Phase III.

(b) If an alternative bankable credit support structure was put in place for Phase I and Phase II, paragraph 4.2 (Alternative bankable credit support structure) shall apply in relation to putting in place a similar structure or extending the existing structure to cover Phase III and the Government shall apply for the applicable credit support products no later than 12 months before the Milestone Date for Financial Close for Phase III.

(c) Paragraph 4.3 (MIGA Guarantee) shall apply to Phase III, mutatis mutandis.

(d) Paragraph 4.1(c) (Partial Risk Guarantee for Phase I) shall apply to Phase II, mutatis mutandis.

5 Financial matters

5.1 Availability of foreign currency

(a) If and to the extent that US$ required by a Project Party in connection with the Generation Project are:

(i) not available to a Project Party on demand in sufficient amounts for a period of one week through normal banking channels in Freetown; or

(ii) not available at the rates generally quoted by commercial banks in Freetown for a period of one week for US$,

then the Government shall make US$ available to the Project Party in accordance with paragraphs (A) to (D) below:

(A) through the Bank of Sierra Leone;

(B) at the rate generally quoted by the Bank of Sierra Leone on the Business Day on which US$ are made available to the Project Party;

(C) in immediately available funds to an account inside or outside Sierra Leone nominated by the Project Party; and

(D) as soon as practicable and in any case within one week of the Project Party's request.

(b) The Government shall not and shall procure that no Government Authority shall in any way restrict the conversion of funds from one currency to another on behalf of the Project Parties.

5.2 Funds transfers

The Government shall not and shall procure that no Government Authority shall in any way restrict the transfer of funds by the Project Parties to places outside Sierra Leone in connection with the Generation Project, other than by the proper exercise of powers under the Sierra Leone Anti-Money Laundering and Combating of Terrorism Act, 2012.

5.3 Foreign currency accounts

The Government shall not and shall procure that no Government Authority shall in any way restrict the opening, maintaining and operation of bank accounts denominated in any currency by the Project Parties in connection with the Generation Project, other than by the proper exercise of powers under the Sierra Leone Anti-Money Laundering and Combating of Terrorism Act, 2012.

5.4 Offshore bank accounts

The Government shall not and shall procure that no Government Authority shall in any way restrict:

(a) the opening, maintaining and operation of bank accounts denominated in any currency (including SLL) outside Sierra Leone by the Project Parties in connection with the Generation Project; or

(b) the receipt, holding and payment of funds in any currency (including SLL) outside Sierra Leone by the Project Parties in connection with the Generation Project.

5.5 Currency of financial records

The Government irrevocably authorises the Project Parties to maintain and submit to Government Authorities accounts and financial records denominated in US$ for all official purposes under the Law.

5.6 Co-operation of Government Authorities

The Government shall procure that all relevant Government Authorities do all such things as may be necessary to give full effect to this paragraph 5.

6 Expropriation

6.1 Expropriation procedures

If the Government or a Government Authority proposes to carry out an Expropriation, the Government shall give reasonable prior notice to all of the other Parties, setting out in reasonable detail its intentions, the property subject to Expropriation and the proposed Expropriation Date.

6.2 Consequences of Expropriation

(a) CECA BVI may by notice to the Government require the Government to purchase the whole of CECA BVI's Equity Interest if one or more of the following events occurs:

(i) an Expropriation of the whole or part of the Generator's property occurs;

(ii) an Expropriation of the whole or part of the Generator's property is proposed by the Government under paragraph 6.1 (Expropriation procedures);

(iii) an Expropriation of the whole or part of a Shareholder's Equity Interest and / or any Shareholder's property that is directly connected to the Generation Project occurs;

(iv) an Expropriation of the whole or part of a Shareholder's Equity Interest and / or any Shareholder's property that is directly connected to the Generation Project is proposed by the Government under paragraph 6.1 (Expropriation procedures);

(v) an Expropriation of the whole or part of any Affiliated O&M Contractor's property occurs that is directly connected to the Generation Project;

(vi) an Expropriation of the whole or part of any Affiliated O&M Contractor's property is proposed by the Government under paragraph 6.1 (Expropriation procedures) that is directly connected to the Generation Project; or

(vii) any event or circumstance referred to in paragraph (b) of the definition of Expropriation occurs.

(b) If a notice is given by CECA BVI under paragraph (a), the Government shall purchase the whole of CECA BVI's Equity Interest as soon as practicable (and in any event no later than 60 days) after the giving of the notice.

6.3 Expropriation Payment

The purchase price for the whole of CECA BVI's Equity Interest under paragraph 6.2 (Consequences of Expropriation) is the Expropriation Payment, which shall be calculated, determined and paid in accordance with this paragraph 6.

6.4 Calculation and verification of Expropriation Payment

(a) CECA BVI shall calculate the Expropriation Payment and deliver a notice to the Government certifying the amount of the Expropriation Payment as soon as practicable after delivering a notice under paragraph 6.2 (Consequences of Expropriation).

(b) The Government may at its own expense appoint a firm of independent accountants to verify CECA BVI's calculation of the Expropriation Payment.

(c) CECA BVI shall permit the Government's independent accountant to access and take copies of all relevant documents and records in its possession that are not subject to

professional privilege and that are reasonably required by the independent accountant to verify CECA BVI's calculation of the Expropriation Payment.

(d) The independent accountant's verification of the Expropriation Payment shall be completed within 60 Days of the Government's receipt of CECA BVI's calculation under paragraph (a) and the Government shall procure that the independent accountant provides a copy of its verification report to CECA BVI at the same time as it is provided to the Government.

(e) If a copy of an independent accountant's verification of the Expropriation Payment is not delivered to CECA BVI within 90 Days of the Government's receipt of CECA BVI's calculation under paragraph (a), CECA BVI's certification of the Expropriation Payment delivered under paragraph (a) shall be the conclusive determination of the Expropriation Payment for the purposes of this Agreement upon expiry of that 90 Day period.

(f) Nothing contained in, done or omitted to be done under this paragraph 6.4 shall relieve the Government from its obligation to make an Expropriation Payment when due, nor delay CECA BVI's right to commence arbitration proceedings.

(g) The Government irrevocably and unconditionally acknowledges that only compensation calculated and paid in accordance with this paragraph 6 will be fair and prompt compensation (or meet any other similar requirements) for the purposes of any investment protection treaty, Law or other instrument governing an Expropriation.

(h) Nothing in this paragraph 6 shall limit the right of the Project Parties to pursue compensation under any political risk insurance policy or partial risk guarantee or to terminate this Agreement under Clause 14.2(c) (Termination for Offtaker Event of Default) of this Agreement.

(i) The Government:

(i) confirms that it is aware that a partial Expropriation may constitute an event of default or other termination events under the Finance Documents and Project Documents; and

(ii) recognises that the Generation Project is a functional whole and that a partial Expropriation may have an adverse impact on the whole Generation Project and all Project Parties,

and therefore unconditionally and irrevocably waives any right to claim that (i) compensation calculated and paid in accordance with this paragraph 6 is not a genuine pre-estimate of the loss incurred by CECA BVI upon an Expropriation of any kind and (ii) CECA BVI is in breach of any duty to mitigate its loss by virtue of exercising its right to

require the Government to purchase all of its right, title and interest in the Generation Project.

6.5 Payment of Expropriation Payment

(a) Immediately upon verification or deemed verification of the Expropriation Payment under paragraph 6.4 (Calculation and verification of Expropriation Payment) or upon agreement or determination of the Expropriation Payment pursuant to Clause 17.2(c) (Dispute resolution by Arbitration), the Government shall pay the Expropriation Payment to CECA BVI in immediately available funds to such account or accounts outside Sierra Leone as CECA BVI may specify.

(b) For the avoidance of doubt, Clauses 19.8 (Due date), 9.10 (No set-off or deduction), 9.11 (Gross-up) and 9.12 (Currency) apply to the payment of the Expropriation Payment.

(c) The Expropriation Payment shall bear interest in accordance with Clause 9.13 (Interest for late payment) from the Expropriation Date until the date it is paid in full.

6.6 Completion of transfer

Simultaneously with the payment of the Expropriation Payment under paragraph 6.5, CECA BVI shall transfer the whole of its remaining Equity Interest that has not already been subject to Expropriation to the Government.

7 Definitions used in Part I of this Schedule 12

In Part I of this Schedule 12:

Acceptable Permit Terms means, with respect to a Permit, terms and conditions that:

(a) enable the Generation Project to be implemented as contemplated by the Project Documents;

(b) enable each Project Party to perform its obligations or exercise or benefit fully from its rights under any Project Document or Finance Document; and

(c) will only limit the Shareholders' ability to benefit from its Equity Interest to the extent they are applied in a non-discriminatory manner;

Equity Return means an amount equal to the net present value as at the Expropriation Date of all dividends and other distributions (other than repayment of the principal of any shareholder loans) which are projected to be paid by the Generator to the Shareholders in the Generator's current financial model in respect of all Phases for the period from the Expropriation Date until the scheduled expiry of the Term, discounted at a rate of 13 per cent per annum;

Expropriation Date means, in relation to an Expropriation, the date on which the event or circumstances constituting the Expropriation first occurs or commence;

Expropriation Payment means an amount equal to:

(a) the Senior Debt Amount; plus

(b) the Shareholder Contributions; plus

(c) the Equity Return; plus

(d) Termination Costs;

MIGA Insurance means each guarantee for equity investments to be issued by the Multilateral Investment Guarantee Agency as referred to in paragraph 4 (Partial Risk Guarantee and MIGA cover);

Partial Risk Guarantee means each partial risk guarantee referred to in paragraph 4 (Partial Risk Guarantee and MIGA cover);

Proper Application means the submission of an application by a Project Party for a Permit in a timely manner, accompanied by all relevant application and administration charges and fees payable by the relevant Project Party;

Senior Debt Amount means:

(a) all amounts required to be paid or repaid by the Generator or by any Shareholder under the Finance Documents as at the Expropriation Date, including principal, interest accrued but unpaid, prepayment penalties and swap break costs; minus

(b) the aggregate balance outstanding to the credit of all bank accounts maintained by the Generator with the Finance Parties (including the debt service reserve, maintenance reserve and insurance proceeds accounts) other than the account from which it may make distributions to shareholders;

Shareholder Contributions means the capital of the Generator attributable to the Shareholders as at the Expropriation Date, including share capital that has not been returned to the Shareholder by way of a capital reduction and shareholder loans the principal amount of which has not been repaid as at the Expropriation Date; and

Termination Costs means all income, receipts, sales, value added, transfer, property or other taxes or any other costs imposed on CECA BVI by any Government Authority in connection with the transfer of CECA BVI's Equity Interest and the payment of the Expropriation Payment.

8 Termination

A breach by the Government of any of its obligations under this Schedule 12 shall constitute a breach of a material obligation for the purposes of Clause 14.2.

4	**Capital gains**	The Shareholders, Generator and Finance Parties shall not be subject to tax in Sierra Leone on any capital gain realised in relation to the Generation Project, including the sale of all or part of the business or the shares of CECA SL or the Generator.
5	**Employee taxation**	Employees of the Project Parties (excluding for the purposes of this paragraph 5 any Fuel Supplier or Finance Parties) working in connection with the Generation Project who are citizens of a country other than Sierra Leone and who are not resident for Tax purposes in Sierra Leone shall be subject to Tax in Sierra Leone only on their locally received income and shall be taxed on that income at a rate no higher than the same rate applied to employees with the same tax status in Sierra Leone of other local companies or, if lower, the rate applied to employees with the same tax status in Sierra Leone of non-citizen or non-resident companies. For the avoidance of doubt, employees of the Project Parties who are citizens of a country other than Sierra Leone and who are not resident for Tax purposes in Sierra Leone and payments to such persons shall not be subject to NASSIT.
6	**Expatriates**	(a) The directors, consultants and employees of the Project Parties (excluding for the purposes of this paragraph 6 any Fuel Supplier or Finance Parties) working in connection with the Generation Project (and the children, dependants, spouses and civil partners of each of the foregoing) shall be entitled to bring into or import, and to export following or in anticipation of the ending of their period of residence or work such personal and household effects (including but not exceeding up to one motor vehicle per employee or director) in connection with the same and for any of the same to be promptly processed through the port of entry or exit, including any customs procedures, free of all Taxes (other than any prevailing ECOWAS tax which is currently set at 0.5% of the value of the applicable goods), provided that this paragraph shall not apply to any import or export of motor vehicles by any consultant. (b) If any personal or household effect brought into the

		country by a person free of Taxes under paragraph 6(a) is subsequently sold within Sierra Leone by that person or any person connected to them, the Government may then recover from the buyer of such personal or household effect such Tax that would have been payable on import had the provisions of paragraph 6(a) not applied provided that the seller of such personal or household effect shall notify the Government in writing of the identity of the buyer and the amount or value of the consideration received for the sale of that personal or household effect. (c) For the avoidance of doubt all other goods which are imported or exported by the directors, consultants and employees of the Project Parties (and the children, dependants, spouses and civil partners of each of the foregoing) and which do not fall under paragraph 6(a) shall be subject to such Taxes as are applicable from time to time under the Law of Sierra Leone and such administrative practises as are adopted by the Government for the processing of such goods.
7	**Goods and Services Tax**	(a) Subject to paragraph 7(d) below: (1) where an Exempt Project Party is the recipient of a taxable supply of Plant, Machinery, Equipment or Consumables for Goods and Services Tax purposes under the Law of Sierra Leone which are required for use in the construction, enhancement of capacity or overhauling of capacity or (in respect of a receipt of a taxable supply of Consumables only) the operation of the Generation Project; or (2) where a Non Resident Exempt Project Party is the recipient of a taxable supply of services in connection with the Generation Project, then the supplier making that supply must treat that supply as if it were a zero-rated supply for Goods and Services Tax purposes and all consequences will follow for the supplier and the relevant Exempt Project Party as

		if it were such a zero-rated supply. Any taxable supply which a Non Resident Exempt Project Party is treated as making by virtue of being a recipient of a supply of imported services in connection with the Generation Project shall be treated as if it were a zero rated supply for Goods and Services Tax purposes. In this paragraph 0, the expressions "input tax", "taxable supply" and "zero-rated" shall have the same meaning as they do in the Goods and Services Tax Act, 2009. (b) Notwithstanding paragraph 7(a) above, if and to the extent that an Exempt Project Party incurs any amount of input tax (other than input tax falling within paragraph 7(d) below) imposed under the Laws of Sierra Leone in connection with the Generation Project, the Competent Authority shall, on that Exempt Project Party's request, promptly refund the relevant Exempt Project Party in full for all such amounts. (c) The Competent Authority shall pay any input tax refund due to an Exempt Project Party under paragraph 7(b) within four months of that Exempt Project Party requesting the refund. If the Competent Authority does not pay the input tax refund within that four month time limit, any amount of unpaid input tax refund shall immediately and to the fullest extent possible be set-off against any other Tax which is due and payable by that Exempt Project Party in Sierra Leone or any Tax imposed by Sierra Leone which is required to be withheld at source from any payment made by that Project Party. (d) Paragraph 7(a) above shall not apply in respect of Goods and Services Tax imposed on the importation or purchase of any goods or services, where the provisions of Paragraph 1(a) shall instead apply and for the avoidance of doubt where Paragraph 1(a) does not provide an exemption, such import or purchase shall be subject to Goods and Services Tax in accordance with the general position under the Laws of Sierra Leone. (e) For the Purposes of this Paragraph 7 "Exempt Project Parties" comprises only the Generator, Shareholders, EPC Contractors, O&M Contractors and the

		Subcontractors and "Non Resident Exempt Project Parties" comprises only Exempt Project Parties that are not resident for Tax purposes in Sierra Leone and which do not have a permanent establishment in Sierra Leone.
8	**Residence**	(a) Subject to paragraph 8(b) below, none of the Finance Parties nor the Shareholders shall be, or be deemed to be, resident, domiciled or carrying on business (whether through a permanent establishment or otherwise) in Sierra Leone solely by reason of the execution, delivery, performance or enforcement of the Project Documents or the Finance Documents or in respect of the carrying out of any part of the Generation Project. No Sub Contractor or EPC Contractor or O&M Contractor who would not otherwise be resident, domiciled or carrying on business through a permanent establishment in Sierra Leone shall be resident, domiciled or carrying on business through a permanent establishment in Sierra Leone solely by reason of work which they carry on in connection with the Generation Project). (b) Paragraph 8(a) shall not apply to remove any liability for NASSIT, where the provisions of paragraph 5 shall instead apply, or act to extend the exclusion set out in paragraph 1(a) or 7(a) in respect of any tax on import or Goods and Services Tax (respectively).
9	**Confirmation**	The Government hereby irrevocably and unconditionally agrees in the terms of this Schedule: (a) to waive for the period of the Term plus two years its rights in respect of Tax insofar as they are inconsistent with the terms set out in this Part II of Schedule 12; and (b) for the period of the Term plus two years not to seek to recover Tax from the Project Parties insofar as such recovery would be inconsistent with the terms set out in this Part II of Schedule 12.
10	**Purpose**	The Parties to this Agreement hereby acknowledge and agree that the exemptions from tax as set out in this Schedule 1 have been provided solely for the development, operation and funding of the Generation Project and shall not apply for any other purpose or in relation to any other activity and no term of this

		Agreement shall restrict or prevent the Government from exercising any powers it may have from time to time to investigate and ensure the exemptions are being applied in accordance with this Part II of Schedule 12.
11	**No double recovery and no misuse provisions**	(a) To the extent that claims can be made (in respect of the same facts or circumstances) by the Generator both for breach of the Government's agreement in this Schedule and also under Clause 12.7 (Increased Costs) (ignoring any deminimis threshold on such claims when determining whether a claim under Clause 12.7 can be made), then claims cannot be made for breach of this Schedule to the extent that the Generator would have been unable to recover under Clause 12.7 solely by virtue of the applicable deminimis threshold that applies to such claim. (b) In relation to paragraph 7(b) above (payment in respect of Goods and Services Tax) no payment shall be made to the extent that the relevant Project Party has already recovered an amount representing or in respect of such input tax from a Competent Authority. If payment is made under paragraph 7(b) the Project Parties agree to waive their rights to claim for or in respect of such amounts under Law and agree not to claim for such amounts under Law. (c) The Generator shall ensure that, through the EPC Contract and the O&M Contract, the EPC Contractor and the O&M Contractor agree: (1) to act in accordance with and be bound by the provisions of paragraphs 1(b),11(b) and 11(d) of this Part 11 of Schedule 12; (2) procure that the Subcontractors are bound under the terms of their contracts with the EPC Contractor and the O&M Contractor or other Subcontractors (as applicable) to act in accordance with and be bound by the provisions of paragraphs 1(b),11(b) and 11(d) of this Part II of Schedule 12,

		and the Generator shall use all reasonable endeavours to enforce such obligations and require the EPC Contractor and the O&M Contractor and Subcontractors (as applicable) to enforce such obligations, and shall use all reasonable endeavours to give the Government direct rights to enforce such obligations against the EPC Contractor and the O&M Contractor. (d) Without prejudice to (a),(b) and (c) above or to Clause 18.19, in respect of any liability which may give rise to a right of a Project Party to recover damages or obtain payment, reimbursement, restitution or indemnity (including through changes in the Tariff) (whether under this Agreement, any Project Document, rights under Law or otherwise): (1) no such liability shall be met more than once; and (2) to the extent that such liability is satisfied by way of a claim pursuant to rights other than those provided in this Schedule, any amount payable pursuant to this Schedule in respect of the same matter is reduced accordingly, and vice versa. (e) Without prejudice to any other rights and remedies that the Government may have, in the event that a Project Party is found to have failed to comply with the Law relating to Tax (as modified by this Schedule), other than with the express written agreement of the Government, and: (1) such Project Party or any of their present or former directors, officers or employees or consultants was aware that the Project Party had failed to comply with the Law relating to Tax (as modified by this Schedule); and (2) the amount of Tax in Sierra Leone that was not assessed and which should have been assessed had the Law (as modified by this Schedule) ~~been~~ correctly applied exceeds in

		aggregate (being the aggregate of all such failures by that Project Party)US$300,000, then that Project Party shall cease to benefit from the provisions of this Schedule 12 with effect from the date of the failure that triggered the operation of this Paragraph 11(e). The Parties acknowledge that if the Government wishes to enforce the provisions of this Paragraph 11(e) the burden of proof in establishing that this Paragraph 11(e) applies shall in the first instance fall on the Government. (f) In the event that arrangements are entered into with the intention of extending the scope of the benefit of the provisions of Part II of this Schedule either to persons who would not or transactions which would not, absent such arrangements, be entitled to benefit from the provisions of Part II of this Schedule, then the arrangements are not to achieve that effect and Part II of this Schedule shall be applied as if the arrangements had not been entered into. In this paragraph "arrangements" includes any agreement, understanding, scheme, transaction or series of transactions (whether or not legally enforceable). (g) This Part II of Schedule 12 shall not waive, reduce, remove or limit any liability for or in respect Taxes on or in respect of petrol, diesel, HFO, LFO or other fuel.
12	**Subcontractors**	The Generator shall promptly, and in any event within 20 Business Days, notify the Government in writing: (a) when a person becomes a subcontractor under limb (e) of the definition of Project Parties, with such notification to include (i) the date on which they became such a subcontractor and (ii) reasonable details of the goods or services that will be subject to relief, exemption or waiver in accordance with this Part II of Schedule 12 (the **"Exempt List"**); and (b) when a person ceases to be a subcontractor under limb (e) of the definition of Project Parties for whatever

		reason, including but not limited to as a result of: (1) the subcontractor having fulfilled all its obligations under the relevant subcontract; or (2) the expiry or termination of the relevant subcontract. The Generator shall be entitled to update as often as reasonably necessary the Exempt List provided in respect of a given subcontractor, by way of written notice to the Government, provided that (i) such written notice shall contain the updated Exempt List with reasonable details of the goods or services that will be subject to relief, exemption or waiver in accordance with this Part II of Schedule 12 for such subcontractor and (ii) such updated Exempt List shall be taken (for the purposes of the definition of Subcontractor) to replace the preceding Exempt List 20 Business Days after receipt by the Government.
13	**Definitions**	In this Schedule: **Competent Authorities** means the GoSL and any body which is responsible for or otherwise concerned in the implementation of GoSL's obligations under this Agreement including, without limitation, local councils, statutory bodies, Customs, the National Revenue Authority and any authority with the power to issue Permits but excluding, for the avoidance of doubt, professional advisers **Consumables** means only the following goods used by the Company in erecting, processing, handling and preparing the infrastructure of the Generation Project, producing power, transporting personnel and equipment, repairing and maintaining the infrastructure of and (where relevant) the operation of the Generation Project: (a) accessories, spare parts and appliances for use exclusively with any of limbs a) to k) of the definition of "Plant, Machinery and Equipment" in relation to the Generation Project; (b) stores and accessories, lubricants and appliances for

		use exclusively with any of the of limbs a) to k) of the definition of "Plant, Machinery and Equipment"; provided that, notwithstanding limbs (a) and (b) above, Consumables does not include foodstuffs.. **Goods and Services Tax** is a Tax under this Agreement and means any tax imposed under the Goods and Services Tax Act, 2009 **Plant, Machinery, Equipment** means all machinery, plant and equipment used by the Company in erecting, processing, handling and preparing the infrastructure of the Generation Project, producing power, transporting personnel and equipment, and repairing and maintaining the infrastructure of the Generation Project, including, without prejudice to the generality of the foregoing: a) construction materials for the Generation Project and ancillary facilities; b) generation plant, including transformers; c) distribution equipment and vehicles used in and ancillary to their operations; d) power generating and distributing equipment, solar panels and flood lights; e) rescue and medical equipment, mobile and fixed fire protection equipment; f) camp equipment, pre-fabricated and containerised accommodation and offices, furniture, communication systems, communications equipment, computers, printers, plotters and software; g) water treatment and storage facilities and associated reticulation (including the production of portable water); h) sewage treatment and storage facilities and

associated reticulation;

i) workshop equipment including tools sets, working benches, lifting equipment, oxy-acetylene sets, welding machines, compressors, lathes, milling machines, cutting machines, grinders, oxy-acetylene bottles and compressors;

j) fuel storage, conveying, pumps, piping, handling and packaging equipment;

Subcontractor means a person:

(a) who is and continues to be a subcontractor under limb (e) of the definition of Project Parties: and

(b) in respect of whom the Government has received notification under paragraph 12(a) above and in respect of whom no notification under paragraph 12(b) above has been received; and

(c) whose contract (by virtue of which they fall within limb (e) of the definition of Project Parties) is consistent with and conforms with the requirements set out in paragraph 11(c) of Part II of this Schedule,

provided that, without prejudice to the provisions of this Part II of Schedule 12, an entity shall only be capable of being a Subcontractor for the purposes of this Part II of Schedule 12 in respect of goods and services listed in the Exempt List provided by the Generator to the Government in respect of that entity

Surviving Tax Provisions means the provisions at paragraph 1(b) and 11 of Part II of Schedule 12.

Tax includes all present and future taxes, charges, imposts, duties, levies, customs duties, excise, deductions or withholdings of any kind whatsoever, or any other tax or charge having the effect of a tax, or any amount payable on account of or as security for any of the foregoing, by whomsoever on whomsoever and wherever imposed, levied, collected, withheld or assessed, together

		with any penalties, additions, fines, surcharges or interest relating thereto and **Taxes** and **Taxation** shall be construed accordingly. **General interpretation provisions:** The term **plant** when used in this Part II of Schedule 12 includes prefabricated fixtures and structures, as well as special purpose vehicles such as utility vehicles, scissor lifts, service vehicles, personnel carriers, fuel trucks and rescue vehicles and water trucks. The term **machinery** means machinery consisting of a combination of moving parts and mechanical elements, which may be put in motion by physical or mechanical force. A person shall be deemed to be connected with another if that person is connected with another within the meaning of section 1122 of the Corporation Tax Act 2010, or, in the case of an individual, any person connected with him within the meaning of sections 252 to 254 of the Companies Act 2006.

Schedule 13

Milestone Dates

Milestone	Milestone Date
Entry into an EPC Contract for Phase I	On or before the Milestone Date for Phase I Financial Close
Entry into an O&M Contract for Phase I	On or before the Milestone Date for Phase I Financial Close
Phase I Financial Close	6 months after the date on which a partial risk guarantee for Phase I is issued by the World Bank
Entry into an EPC Contract for Phase II	On or before the Milestone Date for Phase II Financial Close
Entry into an O&M Contract for Phase II	On or before the Milestone Date for Phase II Financial Close
Phase II Financial Close	6 months after the date on which a partial risk guarantee for Phase II is issued by the World Bank or 6 months after a bankable alternative credit enhancement structure is put in place for Phase II
Entry into an EPC Contract for Phase III	On or before the Milestone Date for Phase III Financial Close
Entry into an O&M Contract for Phase III	On or before the Milestone Date for Phase III Financial Close
Phase III Financial Close	6 months after the date on which a partial risk guarantee for Phase III is issued by the World Bank or 6 months after a bankable alternative credit enhancement structure is put in place for Phase III

Schedule 14

Handover Provisions

1.1 At any time during the last three years of the term of this Agreement, the Parties may appoint an Independent Engineer to report on whether the Plant has been maintained in accordance with this Agreement, including any manufacturers' recommendations. Any Party may request such appointment by written notice to the others proposing the name of a suitable candidate who shall be a member of the Institute of Mechanical Engineers (or the relevant successor organisation). If the Parties have not agreed a candidate within 14 days of that notice, such failure shall be deemed to give rise to a Technical Dispute.

1.2 The Generator shall give all reasonable access to the Plant and all relevant records for the Independent Engineer to prepare his report. The parties shall use reasonable endeavours to ensure that the report is delivered to the Parties within 28 days of the appointment of the Independent Engineer.

1.3 The Generator shall use its reasonable endeavours to carry out any works required in order to ensure that the Plant is in Good Operating Condition as at the Transfer Date.

1.4 On the Transfer Date, the Generator shall transfer free and clear of all liens and encumbrances all of its right, title and interest in:

1.4.1 the Plant;

1.4.2 all stocks of spare parts and other consumables (other than Fuel) relating to the Plant;

1.4.3 all records relating to the Plant of whatsoever nature;

1.4.4 all of the Generator's rights, title, interest, liabilities and obligations in and derived from the agreements relating to the Generation Project which are valid and subsisting and capable of being transferred by the Generator to the Offtaker, other than any agreements between the Generator and any of the Shareholders, the Sponsors and an Affiliate O&M Contractor;

1.4.5 the benefit of any warranties or guarantees given by third parties in respect of any property or assets to be transferred to the Offtaker or its designee which are valid and assignable as at the Transfer Date; and

1.4.6 any outstanding insurance claims and the benefit of any insurance policies (including the insurance policies) which are assignable as at the Transfer Date,

to the Offtaker, or a person designated by the Offtaker, in consideration of the payment by the Offtaker to the Generator of US$1 (upon expiry of the Term) or the applicable Purchase Price

under Schedule 11 (Transfer on termination) (in the case of early termination of this Agreement) (the "**Plant Transfer**").

1.5 The Plant shall be transferred in Good Operating Condition.

1.6 Twelve months before the expected Transfer Date (or as soon as possible following delivery of a Transfer Notice under Schedule 11 (Transfer on termination)) the Generator and the Offtaker shall each appoint two people who shall be responsible for planning and implementing the Plant Transfer (the **Handover Committee**). The Generator and the Offtaker shall ensure that their appointees have the appropriate technical skill and experience to perform this role.

1.7 The Handover Committee shall have their initial meeting no later than 11 months prior to the expected Transfer Date (or as soon as possible following delivery of a Transfer Notice under Schedule 11 (Transfer on termination)), and thereafter shall meet no less than twice a month until the Plant Transfer.

1.8 The Handover Committee shall take all such steps as are reasonably practicable to ensure that Plant Transfer takes place in accordance with this Agreement and shall seek to agree whether the Generator should continue to procure and maintain stocks of Fuel in accordance with this Agreement or whether those should stocks should be managed down.

1.9 On the Transfer Date, the Offtaker shall purchase all stocks of Fuel held by the Generator. The Offtaker shall pay the Generator using the average prices of HFO and LFO for the final Contract Year as referred to in paragraphs 3.2.4 (Price of Heavy Fuel Oil) and 3.2.5 (Price of Light Fuel Oil) of Schedule 8 (Tariff) on, and as a condition of, the Transfer Date. The purchase price of such Fuel is included in the applicable Purchase Price payable under Schedule 11 (Transfer on termination) where this Agreement is terminated early.

Schedule 15

Collection Account principles

Parties	The Parties and a collection account bank to be agreed by the Parties There may be a mechanism for other independent power producers in the Western Area of Sierra Leone to become party, with appropriate decision-making mechanics
Collection Account	Throughout the Term, the Grid Operator shall credit all revenue from end-users of electricity in the Western Area of Sierra Leone to a segregated Collection Account by way of an automatic weekly cash sweep Payments from the Collection Account will be made only in accordance with a cashflow waterfall, with the Grid Operator's approved operating expenditure ranking first and all amounts payable to the Generator and other power producers in the Western Area ranking pro rata to the number of MWh generated
Government liquidity support	Each month, the Government shall credit an amount to the Collection Account equal to any deficit in payments forecast to be made in accordance with the Collection Account Agreement cashflow waterfall
PPA Escrow Account	The Collection Account Agreement will also govern the Escrow Account
Charge Over Receivables	The Grid Operator will grant a first fixed charge over the Grid Operator's receivables from end users of electricity in the Western Area of Sierra Leone and the Collection Account in favour of the Generator on customary terms for such a document in Sierra Leone. This security may be shared with other independent power producers in Sierra Leone

Schedule 16
New Transmission Facilities

The works will include the upgrade of the lines from the generator site in Kissy up to the substations in Blackhall Road and Wellington. The works for Phase I will include:

- Kissy Collector Primary Substation: Construction of new station building and equipment foundations and installation of new 33/11kV 60MVA substation facility at the generation site;
- Existing Blackhall Road Primary Substation: Expansion of 33kV switchgear in existing 33/11kV primary substation;
- Existing Wellington Primary Substation: Expansion of 33kV switchgear in existing 33/11kV primary substation;
- 33kV Distribution Line: Interception of the 33kV line from Wellington to Blackhall Road. If the line lacks the ability to evacuate the required power then the same will be upgraded to ensure this evacuation. It must be noted that the upgrade means the running of new lines on the existing structure that have the ability to cover the shortfall of the existing line.
- The Offtaker may seek the assistance of the Generator to connect major commercially viable customers within a distance of 3km from the Plant at a cost to be negotiated between the Parties. It must be noted that the Generator will connect to the existing transformers available at the site of the customers.

Unless otherwise described in the specifications, the Generator's scope of work, in general, shall include, but not limited to, design, supply, installation of equipment and materials, civil work, test and inspections, insurance, transportation to site, including preparation of necessary documents for custom clearance, and guarantee of the equipment and materials.

The scope of work covered by the present tendering shall consist of the design, procurement, installation and commissioning of the following:

The Equipment for Wellington Primary Substation (hereafter referred to as "P/S")

- 33kV Switchgear Cubicle
- 33kV Switchgear Connection Cables
- 33KV Power Cables
- Other installation materials necessary for the above
- 33kV incoming switchgear(s) connecting to Freetown primary substations, Station services

- Facilities including DC supply facilities of Wellington primary station.

The Equipment for Black Hall Road Primary Substation (hereafter referred to as "P/S")

- 33kV Switchgear Cubicles
- 33kV Switchgear Connection Cables
- 33KV Power Cables
- Other installation materials necessary for the above
- 33kV incoming switchgear(s) connecting to Freetown primary substations, Station services
- Facilities including DC supply facilities of Wellington primary station.
- Upgrading of 33/11KV feeder to evacuate 15/20MVA

The Equipment for Kissy Collector P/S

- 33kV Switchgear Cubicles
- 11kV Switchgear Cubicles
- 33/11kV Step-down Transformer
- 33kV Earthing Transformer
- Station Transformer
- Other necessary auxiliary equipment and materials including DC supply facilities.
- 33kV Switchgear Connection Cables
- 33KV Power Cables
- 11kV Switchgear Connection Cables
- 11KV Power Cables

The Equipment for 33kV Distribution Line

- From Kissy Collector P/S to Wellington P/S
- From Kissy Collector P/S to Black Hall Road P/S

The Equipment for 11kV Distribution Line

- From Kissy Collector to the industrial customers

If Phase II is located on the same site, then the works will include the following:

- Existing Blackhall Road Primary Substation: Expansion of 33kV switchgear in existing 33/11kV primary substation;

- Existing Wellington Primary Substation: Expansion of 33kV switchgear in existing 33/11kV primary substation;

  33kV Distribution Line: Upgrade of the 33kV line from Wellington to Blackhall Road. If the line lacks the ability to evacuate the required power then the same will be upgraded to ensure this evacuation. It must be noted that the upgrade means the running of new lines on the existing structure that have the ability to cover the shortfall of the existing line.

Unless otherwise described in the specifications, the Generator's scope of work, in general, shall include, but not limited to, design, supply, installation of equipment and materials, civil work, test and inspections, insurance, transportation to site, including preparation of necessary documents for custom clearance, and guarantee of the equipment and materials.

The scope of work covered by the present tendering shall consist of the design, procurement, installation and commissioning of the following:

The Equipment for Wellington Primary Substation (hereafter referred to as "P/S")

- 33kV Switchgear Cubicle

- 33kV Switchgear Connection Cables

- 33KV Power Cables

- Other installation materials necessary for the above

- 33kV incoming switchgear(s) connecting to Freetown primary substations, Station services

- Facilities including DC supply facilities of Wellington primary station.

The Equipment for Black Hall Road Primary Substation (hereafter referred to as "P/S")

- 33kV Switchgear Cubicles

- 33kV Switchgear Connection Cables

- 33KV Power Cables
- Other installation materials necessary for the above
- 33kV incoming switchgear(s) connecting to Freetown primary substations, Station services
- Facilities including DC supply facilities of Wellington primary station.
- Upgrading of 33/11KV feeder to evacuate 15/20MVA

The Equipment for 33kV Distribution Line

- From Kissy Collector P/S to Wellington P/S
- From Kissy Collector P/S to Black Hall Road P/S

It must be noted that if Phase II is located on a separate site then the works related to the transmission will be done as a variation with GoSL compensating the Generator for the works.

For Phase III all the works related to distribution will be considered a variation and the generator must be compensated for the same.