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USAID ENERGY PROGRAM

CORPORATE GUARANTEED POWER PURCHASE AGREEMENT

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9 September 2020

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CORPORATE GUARANTEED POWER PURCHASE AGREEMENT

USAID ENERGY PROGRAM

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DELOITTE CONSULTING LLP

USAID | GEORGIA

USAID CONTRACTING OFFICER'S

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DATA

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ACRONYMS

CPPA	Corporate Power Purchase Agreement
EnCT	Energy Community Treaty
EU	European Union
GoG	Government of Georgia
kWh	Kilowatt Hour
MoESD	Ministry of Economy and Sustainable Development of Georgia
MW	Megawatt
MWh	Megawatt Hour
PPA	Power Purchase Agreement
USAID	United States Agency for International Development
USD	United States Dollars
VAT	Value Added Tax

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INTRODUCTION

In October 2016, Georgia signed the Energy Community Treaty (EnCT) signaling the country's commitment to direct future energy planning and market development towards approximation with the European Union (EU). This step commits Georgia to enhance the security of energy supply by promoting the development of relevant infrastructure, increasing market integration and gradual regulatory approximation towards key elements of the EnCT, and promoting the use of renewable energy sources. In order for Georgia to meeting its strategic commitments in the energy sector, the United States Agency for International Development (USAID) is providing technical assistance and policy advice on legal, regulatory and institutional reform issues, including facilitating investment and deal structuring, engineering and environmental analyses, financial planning, and outreach, and other consulting. This technical assistance, ("USAID Energy Program") is being rendered by Deloitte Consulting LLP, under a USAID contract, AID-OAA-I-13-00018.

The objective of USAID Energy Program is to support Georgia's efforts to facilitate increased investment in power generation capacity as a means to increase national energy security, facilitate economic growth, and enhance national security. The project will have a significant impact on energy market reform efforts of the Government of Georgia (GoG) to comply with the country's obligations under the EnCT. The investment objective will be achieved through the provision of technical assistance to a variety of stakeholders in the energy sector.

The purpose of USAID Energy Program is to: (1) support Georgia in energy market development per Georgia's obligations under the EnCT, (2) build the capacity of the GoG and relevant institution(s) to evaluate the fiscal and long-term impacts of regulatory changes, (3) promote energy investments, primarily in variable renewable energy development, (4) to support integration of non-hydro renewable energy into the power system, and (5) provide strategic advisory services to the GoG to increase Georgia's energy security.

The ultimate goal of this Program is to enhance Georgia's energy security through improved legal and regulatory framework and increased investments in the energy sector. The ultimate expected outcome of this Program is an energy market legal and regulatory framework that complies with European requirements and encourages competitive energy trade and private sector investments.

USAID Energy Program is tasked under its contract, AID-OAA-I-13-00018, to assist the GoG with drafting secondary legislation, clear and transparent rules, administrative and licensing procedures, and simplified permitting requirements to expedite approvals from the multiple institutions involved in energy project development; Serve in an advisory capacity to update standardized power purchase agreements and interconnection contract.

EXECUTIVE SUMMARY

The present document aims to support the GoG and the key energy stakeholders, in the development of an attractive investment climate through a stable, clear, and non-discriminatory legal basis in place.

Basis: In order to attract investments, renewable energy projects claim a high level of confidence in terms of future power revenues. Hence, there is a need to address challenges for long term energy contracts, which will give rise to a corporate demand for renewable energy, based on clear and predictable price signals.

To reduce and remove the Governmental subsidies for renewables, and address the expiration of previously signed contracts, most European countries apply the Corporate Power Purchase Agreements (PPA) structures that facilitate the influx of subsidy-free projects to the market.

Organizations in Europe are increasingly looking for mechanisms to reduce their environmental footprint and energy costs. While reducing energy consumption is often the most obvious way to minimize the impact on the climate, companies need to maintain continuous business operations. As a result, many private companies are procuring energy from renewable generation sources as a part of their plan to reduce carbon emissions in sustainability strategies.

Therefore, the USAID Energy Program prepared a proposal for Corporate Power Purchase Agreement (CPPA) standard, for energy sector stakeholders of Georgia. The significant impact of CPPA is the formation of standards that create the necessary enabling environment for scaling of cost-effective renewable energy generation.

CPPAs are contracts that contain the commercial terms of the purchase of renewable energy, such as the contract period, point of delivery, delivery date / times, volume, price and product. A CPPA is generally referred to the private sector chain and represents an effective tool to encourage investments not only in generation but also within an industry.

USAID Energy Program supports counterparts in creating an enabling environment and proposes the CPPA standard.

Annex 1: Corporate Guaranteed Power Purchase Agreement.

PREAMBLE

"Seller" _____

(renewable source electricity generator)

having its registered office at

AND

"Buyer" _____

(corporate buyer or utility)-Trader- Large customer

having its registered office at

(referred to jointly as the "**Parties**" and individually as a "**Party**")

on the date _____ ("**Signature Date**"), Present GUARANTEED POWER PURCHASE AGREEMENT (further referred as the "Contract") has been signed between [company]..... (further referred as the "**Seller**") and corporate buyer / Trader or Large customer (further referred "**Buyer**"), the commercial terms of this individual power purchase agreement are set forth below.

DEFINITIONS

Capitalized terms have the meanings indicated in this Contract. The terms used in the Contract but not defined in this clause have the same meaning as considered in the Applicable Laws and sub laws.

- a) "Starting Date of Commercial Operation" – the day when: (1) seller is ready for operation in compliance with the provisions laid down by the applicable laws and regulations , is connected to the network and is capable of generating electricity; (2) the Buyer has granted the status of Qualified Enterprise, in compliance with the applicable laws and regulations;
- b) "Measuring Devices" – the electricity meters (settlements as well as control) and measuring transformers (power and voltage) for accurate metering of the electricity generated and delivered by the Seller at the connection Point;
- c) "Connection Point – point where User's assets are materially connected to the transmission or distribution network.
- d) "Purchase Period" – During the entire lifetime of the Contract, the number of Months of each calendar year, as defined by present Agreement provided that: the first Purchase Period shall commence on the Starting Date of Commercial Operation (00:00) of the Power Plant and shall end on 31 December (24:00) of the same calendar year;
- e) "Commission" - Georgian National Energy and Water Regulatory Commission, or its any successor or assignee, responsible for issuing or administering the generation, transmission, dispatching and distribution licenses or performing other regulatory functions attributed to Commission in accordance with the Applicable Laws;
- f) "Market Rules" – "The Electricity (Capacity) Market Rules";
- g) "Dispatch Licensee" –JSC "Georgian State Electrosystem" or any its successor or assignee, which is authorized to carry out electricity dispatching activity in accordance with the Applicable Laws;
- h) "Applicable Laws" - statutory acts in force in Georgia, all international treaties and the international conventions, which are applicable in Georgia, in addition, any local normative act and individual administrative-legal act, obligatory to be fulfilled in Georgia, due to their legal content;

- i) "Purchase Energy" – Total amount of electricity generated by the power plant and supplied at the connection point that the seller shall deliver to the buyer under this contract during the Purchase Period;
- j) "Qualified Enterprise" – any legal enterprise or consortium of enterprises, which is authorized to participate in the wholesale trade of electricity in compliance with the Applicable Laws and Market Rules;
- k) "Calculation Period" means each of: (1) the period running from the Effective Date to the last day of the calendar month in which the Effective Date occurs (inclusive); (2) each subsequent calendar period running from the first day of each calendar month to the last day of the calendar month (inclusive); and (3) the period running from the first day of the calendar month in which this Agreement expires or the Early Termination Date occurs, to the date of expiry of this Agreement or the Early Termination Date (inclusive);
- l) "Electricity (Capacity) Forecast Balance" - the annual energy balance of Georgia for each period starting on 1 January of each calendar year and ending on 31 December of the same calendar year determined and approved in accordance with the Applicable Laws and Market Rules;
- m) "Network Code" – Grid Codes adopted by the Decree N10 of the Georgian National Energy and Water Regulatory Commission, dated April 17, 2014;
- n) "Applicable Law" means, with respect to any Party, any constitutional provision, Law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, holding, injunction, registration, guideline or Governmental Approval enforceable at law or in equity, including the interpretation and administration thereof by any relevant Competent Authority;
- o) "Commercial Operation Date" means the date on which the last of the condition's precedent set out in the definition of the term Commissioning are satisfied or waived;
- p) "Total Supply Period" means the supply period agreed between the Parties.

AGREEMENT VALIDITY

1. The Total Supply Period is: The period commencing on the later of 00:00 CET on the first day immediately following the Commercial Operation Date, and 00:00 CET on *[specify date]* _____, and expiring on the termination or expiry of this Agreement in accordance with its terms.

ELECTRICITY PRICE AND QUANTITY

1. The "Contract Quantity" of electricity shall be in total: *[specify]* ---- MWh

2. A fixed quantity or quantities of metered outputs should be in line with the following delivery schedule ("Delivery Schedule Quantity"):

Period No.	Period Duration		Time from CET	Time to CET	Contract Quantity of electricity (MWh)
	First Date	Last Date			
Period 1					
Period 2					
Period 3					
...					
Period n					

Where the sum of all individual periods shall constitute the Total Supply Period

3. The "Electricity Contract Price" shall be:

a) Fixed price for all periods in total: _____ USD / MWh;

b) The price applicable for the Delivery Schedule Quantity during the relevant period:

Period No.	Price (USD / MWh)
Period 1	
Period 2	
Period 3	
...	
Period n	

Where the sum of all individual periods shall constitute the Total Supply Period

c) **Alternative Pricing mechanism** if any:

LICENSEES, REGISTRATIONS

1. **A Licensee:** *[licensee type generation]*

A Licensee *[licensee type, eg: generation]* issued by Regulatory Commission _____ to evidence the production of renewable source electricity issued in accordance with the law of Georgia on Energy and Water Supply.

Licensee regime and Delivery:

A Licensee should contain information below:

Issuing Authority: *[specify]*

Registry: *[specify name and website of relevant authority]*

Issuance and Registry dates: *[specify, which may include legislation or rules enacted by the Competent Authority]*

Additional requirements *[specify, if any]*

2. A Registration/Permit for participation on wholesale/retail market issued by Electricity Market Operator (in accordance with acting Market Rules.)

Registration regime and Delivery:

Registry/permit should contain information below:

Issuing Authority: *[specify]*

Registry: *[specify name and website of the relevant authority]*

Issuance and Registry dates: *[specify, which may include legislation or rules enacted by the Competent Authority]*

Additional requirements *specify if any*

PRESENT CONTRACT

1. This Contract together with its further corrections, additions, and amendments from time to time represent the entire and inseparable Contract.

OBLIGATIONS AND RIGHTS OF SELLING AND BUYING GENERATED ELECTRICITY

1. After the Starting Date of Commercial Operation and during the entire lifetime of the Contract, the Buyer is obligated to purchase Energy at the price fixed in compliance with the terms of clause 3, paragraph 3 of this Contract. For the purpose of the given clause, actual delivery of the generated electricity from the Seller to the Buyer shall be considered as fulfilled once the Seller delivers the electricity at the connection point as defined below.

2. Purchase Energy may be rejected by the Buyer if:

- a) Present Agreement is not registered in compliance with the Applicable Laws;
- b) The Seller is no more registered as Qualified Enterprise and is no more authorized to take part in the wholesale trade of electricity (capacity) in compliance with the Applicable Laws;
- c) Between the Parties is not executed respective amendments into this Agreement;
- d) Electricity which shall be generated by Power plant is not reflected in the Electricity (Capacity) Forecast Balance or in other similar document;
- e) In cases directly considered by the Applicable Laws or sub-laws.

3. If the Seller fails to deliver a quantity of electricity to the connection point) during a delivery Period, the Buyer shall have the right, but not the obligation, to refuse the delivery of electricity in a future Delivery Period nominated by the Buyer, subject to prior written notification by the Buyer to the Seller.

ELECTRICITY DELIVERY

1. the Seller delivers the electricity generated by the Power Plant to the Buyer at the connection point. Accordingly, the Seller shall be deemed to have delivered electricity once it is received at the connection point. The generated electricity represents the property of the Seller. The right of ownership and the risk of loss of the electricity shall pass to the Buyer from the moment of delivery of electricity at the connection point.

METERING AND SETTLEMENT OF ELECTRICITY

1. Total volume of electricity generated by the Power Plant of the Seller (connection point) during the calculation period and delivered to the connection point shall be reflected in the Generated and Delivered Electricity Delivery-Acceptance Act, signed and approved by the Seller, and Dispatch Licensee, in accordance with the respective legal acts.

2. Based on “Generated and Delivered Electricity Delivery-Acceptance Act” referred to in the Paragraph 1 of this Clause, the Buyer shall prepare the Electricity Delivery-Acceptance Act for the volume of electricity received from the Seller pursuant to this Contract. Such act shall be submitted to the Seller for signature within *[specify]* calendar days after the end of Calculation Period. The Seller shall sign and confirm the act within *[specify]* calendar days upon its receipt. If the Seller does not sign the Electricity receipt/delivery act within the established period and does not submit to the Buyer grounded objection, the Electricity receipt/delivery act unilaterally prepared and signed by the Buyer shall be considered as bilaterally executed and shall become the basis for the settlement between the Parties. If the Seller submits to the Buyer grounded objection, the Buyer shall pay for the non-disputable volume of the electricity delivered by the Seller and the Parties shall achieve the consensus on disputable amount of electricity within 10 (ten) days by means of amicable negotiations. In the event that the consensus is not achieved amicably, the dispute related to the volume of electricity shall be settled in compliance with the Clause 16 Dispute Resolution of this contract.

3. The price of Purchased Energy delivered under this contract shall be ~~---~~ US Dollar Cent during the Purchase Period (equivalent in national currency, by the Georgian National Bank exchange rate for the last day of settlement period) per kWh (VAT Exclusive). The changes into the contract price should be respectively reflected by parties in written form in accordance with clause 5 of contract herein.

4. Based on the Electricity Delivery-Acceptance Act, the Seller shall prepare appropriate Settlement Document (an invoice) and present it to the Buyer, indicating the full price of electricity delivered during the corresponding Calculation Period in accordance with the tariffs as prescribed by Clause 3, paragraph 3 of the present Contract.

5) After receiving an invoice from the Seller, the Buyer is obliged to pay the cost of purchased electricity not later than within *[specify]* days after the end of the calculation period.

6) In the event of a failure by the Buyer to pay the amount indicated in the invoice referred to in paragraph 5 of this Clause within the prescribed period of time determined by paragraph 2 of this Clause, the Buyer shall be liable for a penalty equal *[specify]* of the outstanding amount per each calendar day of delay. The Penalty shall be Charged from the next calendar day of expiration of payment term and shall stop on the following day (excluding the following day), when the unpaid amount is transferred to the Seller’s account.

7) All amounts indicated in this agreement are exclusive of VAT. If VAT becomes chargeable on electricity supplied by the Seller to the Buyer under this Contract, the Seller shall provide the appropriate VAT invoice to the Buyer and the Buyer shall pay to the Seller amount indicated in the invoice (including VAT).

8) If amendments to the delivery-acceptance act connected with the electricity generated and delivered result in making corrections to the volume of Purchase Energy, the corrected delivery-acceptance act shall be drawn. Preparation and submission of a corrected delivery-acceptance act shall be carried out in accordance with the Applicable Law and paragraph 2 of this Clause.

9. If, as a result of correction carried out in accordance with Clause 8 of this paragraph:

- a) the Purchase Energy cost increases, the Buyer is obliged to compensate to the Seller additionally payable amount, resulted from the adjustment, within no later than *[specify]* calendar days after the end of the month, when the correction settlement documentation (invoice) is issued.

If the Buyer disagrees with the data provided in the correction settlement documentation (invoice), the Buyer shall be authorized to pay to the Seller an undisputed portion of additionally payable amount.

b) the Purchase Energy cost decreases, the Seller is obliged to compensate to the Buyer additionally payable amount, resulted from the adjustment, within no later than *[specify]* calendar days after the end of the month, when the correction settlement documentation (invoice) is issued.

10. In the event of a breach by the Buyer of the obligations referred to in paragraph 5 of this clause the Buyer shall be liable for a penalty equal to 0.05% (zero point zero five percent) of the outstanding amount per each calendar day of delay. The Penalty shall be charged from the next calendar day of expiration of payment term and shall stop on the following day (excluding the following day), when the unpaid amount is transferred to the Seller's account.

11. In the event of a breach by the Seller of the obligations referred to in clause herein paragraph 9 (b) the Seller shall be liable for a penalty equal to 0.05% (zero point zero five percent) of the outstanding amount per each calendar day of delay. The Penalty shall be charged from the next calendar day of expiration of payment term and shall stop on the following day (excluding the following day), when the unpaid amount is transferred to the Buyer's account.

SERVICE OF THE POWER PLANT AND SAFETY STANDARDS

1. The Seller is obliged to keep the Power Plant as well as the Measuring Devices owned by the Seller in the condition, which meets the technical requirements of the grid and Applicable Laws.

EVENT OF DEFAULT; REMEDIES

1. Each of the following events or circumstances shall constitute an "Event of Default":

- a) Any amount to be paid according to this Contract is not paid when due and fully.
- b) One of the Parties breaches any of its obligations under this Contract.
- c) When one of the Parties is announced insolvent or bankrupt by relevant (willfully or in other form) court authorities according to the Applicable Law or any manager of bankruptcy or other similar authority has been appointed for this Party.

2. In case of the occurrence or continuation of any circumstances specified in paragraph 1 of this Clause aggrieved Party shall have the right to deliver to the Party in default a notice, which shall specify, the circumstances giving rise to the issuance of such notice.

3. Unless the Parties shall have otherwise agreed, the aggrieved Party shall have the right to terminate this Contract by giving a written notice thereof to the Party in default, if should the Event of Default exists:

- (a) Under Clause 10 (1) (a) and is not remedied within 14 (fourteen) calendar days from the date of the Default Notice.
- (b) Under Clause 10 (1) (b) and is not remedied within 60 (sixty) calendar days from the date of the Default Notice; or
- (c) Under Clause 10(1) ©

4) Notwithstanding any provision of this Contract to the contrary, within 15 (fifteen) calendar days after any termination of this Contract pursuant to paragraph 1 (b) of this Clause the Party in default shall fully compensate the other Party for the damages caused by the underlying breach that resulted in termination of this Contract.

AMENDMENTS

1. This Contract may be amended and supplemented only based on a supplemental agreement between the Parties, mutually agreed in writing. Such supplemental agreement shall be registered in compliance with the Applicable Laws.

2. Any amendments to existing agreement, shall be reflected in the present agreement, and shall be registered in compliance with the Applicable Laws.

TERMINATION WHERE CONDITIONS PRECEDENT NOT COMPLETED

1. If, by the Conditions Precedent Longstop Date, the Seller has not fulfilled all of the Seller Conditions (or the Buyer has not waived all of the Seller Conditions not fulfilled) and the Buyer has not fulfilled all of the Buyer Conditions (or the Seller has not waived all of the Buyer Conditions not fulfilled), either Party may forthwith terminate this Agreement without any liability of either Party.

a) If, by the Conditions Precedent Longstop Date, the Seller has fulfilled all of the Seller Conditions, but the Buyer has not fulfilled all of the Buyer Conditions, and the Seller has not waived all of the Buyer Conditions not fulfilled, then the Seller may:

(i) terminate this Agreement and the Buyer shall pay the Seller the Conditions Precedent Termination Amount no later than one (1) month after receipt of the notice of termination.

b) If, by the Conditions Precedent Longstop Date, the Buyer has fulfilled all of the Buyer Conditions, but the Seller has not fulfilled all of the Seller Conditions, and the Buyer has not waived all of the Seller Conditions not fulfilled, then the Buyer may:

(i) terminate this Agreement and the Seller shall pay the Buyer the Conditions Precedent Termination Amount no later than one (1) month after receipt of the notice of termination.

TERMS AND TERMINATION RIGHTS

1. This Agreement shall come into force as of the Effective Date. It may be terminated in accordance with the paragraphs following:

a) **Expiration Date:** This Agreement will terminate on the Expiration Date as specified in clause 2 unless extended by written agreement of the Parties. This Agreement shall remain legally binding on the Parties until, obligations laid down by the agreement are fully performed by both Parties.

b) **Termination for Material Reason:**

i) If a Material Reason with respect to a Party has occurred and is continuing, the other Party (the "Terminating Party") may terminate this Agreement ("Early Termination") by giving the other Party notice. A notice of Early Termination may be given by telephone, provided that that notice is confirmed in writing within two (2) Business Days.

ii) all further payments and performance in respect of this Agreement shall be released (and not merely suspended) and existing duties and obligations of the Parties shall be replaced by the obligation of one Party to pay to the other Party the Termination Amount [*specified*]. Termination Amount shall not be payable as a result of an event of Force Majeure which occurs in accordance with clause 14 of this agreement.

iii) The Termination Amount shall be payable by the relevant Party to the other Party within ten (10) Business Days of its notification by the Terminating Party.

iv) The right to designate an Early Termination Date under this clause is in addition to any other remedies available under this Agreement or Applicable Law.

Note: Material Reason may be one or more of the following reasons: Non-Performance; Winding-up / Insolvency / Attachment; Failure to Deliver or Accept; Long Term Force Majeure; Representation or Warranty; Other Material Reasons.

NON-PERFORMANCE DUE TO FORCE-MAJEURE

1. **Definition of Force Majeure:** means an occurrence beyond the reasonable control of the Party claiming Force Majeure ("Claiming Party") which it could not reasonably have avoided or overcome and which makes it impossible for the Claiming Party to perform its delivery or acceptance obligations, including, but without limitation, due to one or more of the following:

a) in case of electricity, the failure of communications or computer systems of the relevant Network Operator(s) or of a Party which prevents the Claiming Party from performing its obligations of delivery or acceptance.

b) in case of electricity, the relevant Network Operator's suspension of delivery or acceptance or its disregard of the Claiming Party's obligations regarding to scheduling.

- c) in case of EECS Certificates, the suspension, failure or malfunction of EECS Transfer System, Transfer Links, the AIB Communications Hub, or an individual EECS Registration Database which prevents the Electronic Transfer or acceptance of the Certificates.
- d) in case of National Scheme Certificates, the suspension, failure, or malfunction of the Registry; or
- e) in the case of both electricity and Certificates, any full or partial curtailment in the Output from the Facility, provided that such curtailment is made as a result of a mandatory order made under Applicable Law by a Competent Authority or an Entity authorized under Applicable Law to make such an order,

However, Force Majeure shall exclude:

- f) the unavailability of labor, equipment, materials, utilities or other resources (except where the unavailability is due to an event of Force Majeure);
- g) economic or financial hardship or lack of funds or inability to satisfy the obligation to pay money when due or inability to obtain financing.
- h) any full or partial curtailment in the output from the Facility that is caused or contributed to by:
 - i) a failure to maintain the Facility and keep the Facility energized in accordance with the Applicable Law, Government Approval, Connection Agreement or requests of a Competent Authority;
 - ii) a mechanical or equipment breakdown at the Facility (except where the breakdown is due to an event of Force Majeure);
 - iii) a defect in any design, workmanship, equipment or other component of the Facility;
 - iv) conditions attributable to normal wear and tear; or
- v) intermittency or non-availability of the resource supply to generate electricity from the Facility.
- j) failure to apply for, obtain, maintain or renew any Government Approval necessary for the operation and maintenance of the Facility (with the exception of any national support scheme necessary for the operation of the Facility);
- k) lack of materials required to develop, construct or maintain the Facility (except where the material lacking is due to an event of Force Majeure);
- l) strike, slow down or labor disruptions that affects the employees of the Parties, their Affiliates, or either of their respective agents or contractors; and
- m) changes in the conditions in the relevant wholesale electricity market or, if any, in the relevant Certificates market.

2. The Claiming Party shall as soon as practicable after learning of the Force Majeure notify the other Party of the commencement of the Force Majeure and, to the extent then available, provide to it a non-binding estimate of the extent and expected duration of its inability to perform. The Claiming Party shall use all commercially reasonable efforts to mitigate the effects of the Force Majeure and shall, during the continuation of the Force Majeure, provide the other Party with reasonable updates, when and if available, of the extent and expected duration of its inability to perform.

3. In the event, and to the extent, a Seller's delivery obligations are released by Force Majeure, the Buyer's corresponding acceptance and payment obligations shall also be released. In the event and to the extent a Buyer's acceptance obligations are released by Force Majeure, the Seller's corresponding delivery obligations shall also be released.

4. If the Claiming Party is unable to deliver or accept delivery for reasons of Force Majeure and this inability lasts for more than ninety (90) consecutive calendar days or one hundred and eighty (180) calendar days in total in a calendar year, the other Party may, by notice in writing to the Claiming Party, and subject to the provisions of paragraph 3 herein, extend the period of release for such longer period and on so many occasions as may be specified by the other Party.

5. No obligation to pay damages pursuant to this Agreement will accrue to the Claiming Party with respect to those Contract Quantities of electricity and Certificates not delivered or accepted due to the occurrence of Force Majeure under this paragraph.

NOTIFICATIONS

1. All the notifications, questions or other type of information necessary or sent by the Party of this Contract shall be presented to another Party in compliance with the provisions indicated in this Clause. All the notifications, questions or other type of information considered herein shall be presented or composed in a written form, delivered personally, sent by e-mail or prepaid courier, ordered or other type of reliable postal service to the address given below or other address indicated in the notification:

BUYER

The Buyer: [-----]

Address: [-----]

Receiver: [-----]

Telephone: [-----]

Email: [-----]

SELLER

The Seller: [-----]

Address: [-----]

Receiver: [-----]

Telephone: [-----]

Email: [-----]

The notifications delivered personally, transferred by e-mail or other means of communication agreed by the Parties in advance shall be considered as received on the date of sending or transmitting it. The notifications sent by the courier post shall be considered as received on the date, when it is actually received.

DISPUTE RESOLUTIONS

1. The Parties hereto shall use their best efforts to settle amicably any dispute, controversy or claim arising out of or in connection with this Contract, or the breach, termination, invalidity or interpretation hereof. The Parties agree that their respective duly authorized representatives shall meet during the validity period of this Contract for the purpose of amicably settling any and all disputes then in existence between them. Any such settlement shall take effect only if it is in writing and signed on behalf of the Parties.

2. Any dispute which cannot be amicably settled within 30 (thirty) calendar days after receipt by one Party of the other Party's written request to do so, shall be submitted by either Party to the Common Court of Georgia having relevant jurisdiction or arbitration.

USAID Energy Program

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