

Sponsor Support Agreement

between

The Republic of Kosovo
acting through the **Ministry of Economic Development**

and

ContourGlobal Terra 6 S.à r.l.
as Sponsor HoldCo

and

ContourGlobal Terra 6 S.à r.l.
as GenCo

**HUNTON &
WILLIAMS**

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THIS SPONSOR SUPPORT AGREEMENT (this “**Agreement**”) is entered into on the ___ day of January, 2018 (the “**Execution Date**”) by:

- (1) ContourGlobal Terra 6 S.à r.l. (the “**Sponsor HoldCo**”), a private limited liability company (*société à responsabilité limitée*) organized under the laws of the Grand Duchy of Luxembourg, with its registered office at 35-37 Avenue de la Liberté, L-1931 Luxembourg, Grand Duchy of Luxembourg and registered with the Luxembourg Trade and Companies Register under number B 195.738;
- (2) ContourGlobal Terra 6 S.à r.l. (“**GenCo**”), a private limited liability company (*société à responsabilité limitée*) organized under the laws of the Grand Duchy of Luxembourg, with its registered office at 35-37 Avenue de la Liberté, L-1931 Luxembourg, Grand Duchy of Luxembourg and registered with the Luxembourg Trade and Companies Register under number B 195.738, in its capacity as GenCo; and
- (3) The Republic of Kosovo (“**GOK**”) acting through the Ministry of Economic Development with its principal office at Rr. Nene Tereza Nr. 36 Pristina, Kosovo.

Each of the Sponsor HoldCo, GenCo, and GOK, is hereinafter referred to individually as a “**Party**” and, collectively, as the “**Parties**.”

RECITALS

- A. GOK intends as a matter of policy to involve the private sector in an infrastructure project that includes the development, design, construction, financing, ownership, operation, and maintenance of the KRPP Facility (as hereinafter defined) and rehabilitation of the Site (as hereinafter defined) by GenCo (the “**Kosovo e Re Project**”);
- B. GenCo intends to form a new entity organized under the Laws of Kosovo (“**CG Kosovo**”), and following the formation of CG Kosovo, GenCo intends to assign all of its right, title and interest in and to, and delegate its obligations under, this Agreement to CG Kosovo and GOK acknowledges and consents to such assignment;
- C. GOK has entered into the Implementation Agreement with GenCo to facilitate the implementation of the Kosovo e Re Project; and
- D. It is a term of the Implementation Agreement that the Sponsor HoldCo enters into this Agreement with GOK and GenCo.

NOW, THEREFORE, for and in consideration of the promises and mutual covenants contained herein, and intending to be legally bound, the Parties hereby agree as follows:

Article 1 **Definitions; Interpretation**

1.1 Definitions

Whenever the following capitalized terms appear in this Agreement, the Schedules, or the Annexes, they shall have the meanings stated below:

“**Affiliate**” – As to any Person, any other Person that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with such Person; provided that “**Affiliate**” shall in no event (other than in connection with the confidentiality obligation and permissible disclosure set forth under Section 11.15(c)(i)) include any Person holding a direct or indirect equity interest in the Ultimate Sponsor. For purposes of this definition, “**control**” (including, with correlative meanings, the terms “**controlling**,” “**under common control with**,” and “**controlled by**”), as used with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the

direction of the management or policies of such Person, whether through the ownership of voting stock or other equity interests, by contract, or otherwise. For purposes of this definition, each Specified POE shall be an “Affiliate” of GOK.

“Agreement” – Has the meaning given thereto in the introductory paragraph.

“Business Day” – Any Day other than a Saturday, Sunday, or a Day on which commercial banks in Pristina, Kosovo are legally permitted to be closed for business.

“Buy-Out Date” – Has the meaning given thereto in the Implementation Agreement.

“CG Kosovo” – Has the meaning given thereto in the recitals.

“Charter Documents” – With respect to any particular entity:

- (a) all organizational and governance documents, including all documents adopted or filed in connection with the creation, formation, or organization of such entity;
- (b) all shareholders agreements, voting agreements, voting trust agreements, company agreements, operating agreements, joint venture agreements, registration rights agreements, or similar agreements; and
- (c) any amendment or supplement to any of the foregoing.

“Commercial Operations Date” – Has the meaning given thereto in the Power Purchase Agreement.

“Community Development Fund” – Has the meaning given thereto in the Implementation Agreement.

“Construction/Maintenance Contracts” – The EPC Contract, the LTM Agreement, the O&M Contract, the GenCo Connection Works EPC Contract, the Specified Environmental Condition Remediation Contract (as defined in the Power Purchase Agreement), and the Administrative Services Agreement (as defined in the Power Purchase Agreement), collectively.

“Contractors” – The direct contractors of either Party and any of their direct subcontractors, in each case, that are involved in the performance of this Agreement, a Construction/Maintenance Contract or any activity related to the Kosovo e Re Project.

“Day” – A period of twenty-four (24) hours, commencing at 00:00 of each day, and “Daily” shall be construed accordingly.

“Deemed GenCo Wind-Up Event” – Has the meaning given thereto in the Site Transfer Agreement.

“Dispute” – Any dispute, disagreement, controversy, or difference between the Parties arising under, out of, or in connection with this Agreement, including any dispute, disagreement, controversy, or difference concerning the existence, legality, validity or enforceability of this Agreement or any provision hereof, or the performance or breach of a Party under any provision hereof and also including any dispute, disagreement, controversy or difference between the Parties, any Specified POE, or the Ultimate Sponsor concerning non-contractual obligations arising under, out of, or in connection with this Agreement.

“Effective Date” - Has the meaning given thereto in Section 2.1(a).

“EPC Contract” – Has the meaning given thereto in the Power Purchase Agreement.

“ERO” – The Energy Regulatory Office, and any successor or substitute regulatory agency with authority and jurisdiction over the energy sector in Kosovo.

“Euro” or “€” – The single currency of participating member states of the European Union.

“Execution Date” – Has the meaning given thereto in the introductory paragraph.

“Financing Deposit” – Has the meaning given thereto in Section 5.1.

“Financing Documents” – Has the meaning given thereto in the Implementation Agreement.

“Financing Letter of Credit” – Has the meaning given thereto in Section 5.1.

“Financing Security” – Has the meaning given thereto in Section 5.1.

“Financing Security Drawing Event” – The events identified as Financing Security Drawing Events in Section 5.1.

“GenCo” – Has the meaning given thereto in the introductory paragraph.

“GenCo Connection Works EPC Contract” – Has the meaning given thereto in the Power Purchase Agreement.

“GOK” – Has the meaning given thereto in the introductory paragraph.

“Grid Code” – The grid code prepared by KOSTT and approved by ERO in effect as of the Execution Date, available at http://www.kostt.com/website/index.php?option=com_content&view=article&id=543&Itemid=481&lang=en.

“Guaranteed Obligation” – Has the meaning given thereto in Section 1.1 of Schedule 2.

“Implementation Agreement” – The agreement by that name between GenCo and GOK dated on or about the Execution Date relating to the Kosovo e Re Project.

“KEK Generation” – Kosovo Energy Corporation, J.S.C., a joint stock company organized under the laws of Kosovo, with its principal office at Nënë Tereza nr. 36, Pristina, Kosovo, and business registration number 70325399, operating through its business unit responsible for generation capacity.

“KEK Mining” – Kosovo Energy Corporation, J.S.C., a joint stock company organized under the laws of Kosovo, with its principal office at Nënë Tereza nr. 36, Pristina, Kosovo, and business registration number 70325399, operating through its business unit responsible for mining.

“KESCO” – Kosovo Electricity Supply Company J.S.C., a joint stock company organized under the laws of Kosovo, with its principal office at Bulevardi Bill Clinton No.3, Pristina, Kosovo, and business registration number 70606119.

“Kosovo” – The Republic of Kosovo.

“Kosovo e Re Project” – Has the meaning given thereto in the recitals.

“KOSTT” – “OPERATOR SISTEMI, TRANSMISIONI DHE TREGU – KOSTT” SH.A., a joint stock company organized under the laws of Kosovo, with its principal office at St. Isa Boletini Nr. 39, 1000 Pristina, Kosovo, and business registration number 70325350 or its successor in interest in the event that KOSTT ceases to perform any of the functions of the TSMO under the Grid Code.

“KRPP Facility” – The lignite-fired electric generating facility to be located at Obiliq, Kosovo, as more particularly described in the Power Purchase Agreement.

“Laws of Kosovo” – The laws of Kosovo, and all statutes, treaties, codes, ordinances, orders, rules, regulations, executive orders, judicial decisions, notifications, decisions, regulations and secondary legislation, or other similar directives issued by any Public Authority pursuant thereto, in each case, that is applicable to the Parties, the Kosovo e Re Project, or in relation to a Project Agreement, a Financing Document or a Construction/Maintenance Contract and as any of them may be amended, supplemented, replaced, reinterpreted, or otherwise modified by a Public Authority of Kosovo, from time to time.

“Lender” – Has the meaning given thereto in the Implementation Agreement.

“LTM Agreement” – Has the meaning given thereto in the Power Purchase Agreement.

“Memorandum of Understanding” - The memorandum of understanding between GOK and ContourGlobal L.P., a limited partnership organized under the laws of the Cayman Islands, dated on 18 December 2015.

“Ministry of Economic Development” – The Ministry of Economic Development of GOK or, in the event that the name or responsibility of such ministry is changed, the ministry or ministries of GOK charged with the responsibility for mining and electric energy.

“NKEC” – Has the meaning given thereto in the Power Purchase Agreement.

“O&M Contract” – Has the meaning given thereto in the Power Purchase Agreement.

“Ownership Interest” – With respect to any corporation, limited liability company, partnership or other business organization, shares, ownership interests, or other similar interests in such business organization with (i) voting or other rights of management and control, or (ii) equity participation therein and securities of such business organization that are convertible into same at the option of the holder.

“Party” and “Parties” – Have the meaning given thereto in the introductory paragraph.

“Payment Dispute” – A Dispute that relates to any actual or contingent payment obligation (other than those which arise directly from a termination of this Agreement) which may arise between the Parties related to this Agreement that, in any case, is the type of issue or matter that is reasonably susceptible to consideration and resolution by an expert with relevant experience.

“Permitted Encumbrances (GenCo)” – Has the meaning given thereto in the Implementation Agreement.

“Person” – Any individual, corporation, partnership, joint venture, association, business trust, unincorporated organization, Public Authority, limited liability company, or other entity.

“Power Purchase Agreement” – The agreement by that name between NKEC and GenCo dated on or about the Execution Date.

“Project Agreements” – Has the meaning given thereto in the Implementation Agreement.

“Public Authority” – Any of the following with jurisdiction over GenCo, the Kosovo e Re Project, or any part thereof:

- (a) GOK, any subdivision thereof, or any local governmental authority;
- (b) any department, authority, instrumentality, agency, or judicial body of any Public Authority described in Section (a) above;
- (c) courts and tribunals in Kosovo;
- (d) any independent regulatory agency having jurisdiction over GenCo, the Kosovo e Re Project, or any part thereof; or
- (e) any national, city, provincial, municipal, local or regional authorities, departments, bodies, bureaus, instrumentalities, commissions, corporations, branches, directorates, agencies, ministries, courts, tribunals, judicial authorities, legislative bodies, administrative bodies, regulatory bodies, autonomous or quasi-autonomous entities or taxing authorities or any department, municipality or other political subdivision thereof, including but not limited to, any Person (whether autonomous or not) exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to any of the foregoing entities.

“Publicly Owned Enterprise” – Has the meaning given thereto in the Power Purchase Agreement.

“Qualified Bank” – A commercial bank whose long-term senior unsecured debt obligations denominated in Euros is rated at or above A by S&P or its equivalent from another internationally recognized major credit rating institution and that, when issuing the Financing Letter of Credit, (i) in GOK’s sole discretion,

would not be adverse to the national security interests of Kosovo, and (ii) is not engaged in any material litigation with GOK or any Public Authority.

“Replacement Failure Drawing Event” – Any event, condition, or circumstance identified in Section 5.3 that entitles GOK to draw on the Financing Security.

“Shareholder Loans” – Has the meaning given thereto in the Power Purchase Agreement.

“Site” – Has the meaning given thereto in the Power Purchase Agreement.

“Site Transfer Agreement” – The agreement by that name between KEK Generation and GenCo dated on or about the Execution Date.

“Specified POE” and “Specified POEs” – Any or all of KEK Mining, KEK Generation, NKEC, KOSTT, Water Supplier, and any other Publicly Owned Enterprise that is a party to a Project Agreement, as the context requires. Notwithstanding anything herein to the contrary, any Person that is not a Publicly Owned Enterprise who succeeds to the interest of a Specified POE under any Project Agreement will be deemed to be a Specified POE.

“Sponsor HoldCo” – Has the meaning given thereto in the introductory paragraph.

“Sponsor HoldCo Event of Default” – Has the meaning given thereto in Section 7.1.

“Sponsor HoldCo Party” – A stockholder, director, officer, employee, representative, agent, member, manager, or Affiliate of the Sponsor HoldCo, including the Ultimate Sponsor and GenCo.

“Tax” – Has the meaning given thereto in the Power Purchase Agreement.

“Technical Dispute” – A Dispute that relates to a technical, engineering, operational, accounting issue or matter related to this Agreement that, in any case, is the type of issue or matter that is reasonably susceptible to consideration and resolution by an expert in the relevant field or fields.

“Term” – Has the meaning given thereto in Section 2.1.

“Transfer Date” – Has the meaning given thereto in the Site Transfer Agreement.

“TSMO” – The system operator, transmission network owner and market operator, as defined in the Grid Code.

“Ultimate Sponsor” – ContourGlobal plc, a public limited company incorporated in England and Wales, with its registered office situated at 15 Berkeley Street, 6th Floor, London W1J 8DY, United Kingdom.

“Water Supplier” – HPE Ibër-Lepenc, J.S.C., a joint stock company organized under the laws of Kosovo, with its principal office at Bulevardi Bill Clinton No.13, Pristina, Kosovo, and business registration number 70465157.

“World Bank” and “World Bank Group” – Have the meaning given thereto in the Implementation Agreement.

1.2 Interpretation

(a) In this Agreement, unless a clear contrary intention appears:

- (i) the singular number includes the plural number, and vice versa;
- (ii) calculations other than prices required to be made hereunder shall be expressed with four decimal places of precision;
- (iii) reference to any Person includes such Person’s permitted successors and assigns but, if applicable, only if such successors and assigns are not prohibited by this Agreement, and reference to a Person in a particular capacity excludes such Person in any other capacity or individually;

- (iv) reference to any gender includes each other gender;
 - (v) reference to any agreement, document, or instrument means such agreement, document, or instrument as amended or modified and in effect from time to time in accordance with the terms thereof; provided however, that reference to the Applicable Standards (other than the Laws of Kosovo) means the Applicable Standards (other than the Laws of Kosovo) in effect on the Execution Date and, following the execution of the Financing Documents, the versions of the Applicable Standards (other than the Laws of Kosovo) required to be met by any Lender under the Financing Documents;
 - (vi) references to any legislation or legislative provision include references to any statutory modification or re-enactment of such legislation or legislative provision and any legislation or legislative provision substituted for that legislation or legislative provision, provided that nothing in this Section 1.2(a)(vi) shall prevent a Party from seeking relief for a Change in Law (as defined in the Power Purchase Agreement) as provided in any Project Agreement;
 - (vii) “hereunder,” “hereof,” “hereto,” and words of similar import shall be deemed references to this Agreement as a whole and not to any particular Section, Schedule, or other provision hereof, unless otherwise specifically stated;
 - (viii) “including” (and with correlative meaning “include” or “includes”) means including without limiting the generality of any description preceding such term;
 - (ix) a letter, document, or other instrument providing that GOK has “no objection” (or “does not object” or other words of similar import) in relation to a particular matter shall be deemed a GOK consent in relation to such matter;
 - (x) with respect to the determination of any period of time, “from” means “from and including” and “to” means “to but excluding”;
 - (xi) references to documents, instruments, or agreements shall be deemed to refer as well to all addenda, exhibits, schedules, or amendments thereto; and
 - (xii) references to a Party becoming aware or having knowledge of an event or circumstances shall be deemed to refer to personnel of such Party that have responsibility for matters relating to such event or circumstances, or any current or former director or officer, becoming aware or having knowledge.
- (b) Captions and headings in this Agreement are for reference only and do not constitute a part of the substance of this Agreement and shall not be considered in construing this Agreement.
 - (c) References in the body of this Agreement to Articles, Sections, and Schedules (and Annexes thereof) are to Articles and Sections of and Schedules (and Annexes thereof) to this Agreement, unless stated otherwise. References in any Schedule to Articles, Sections, and Annexes are references to Articles, Sections, and Annexes of that Schedule, unless stated otherwise. References in any Schedule (or Annex thereto) to Articles and Sections of the Agreement are references to the body of this Agreement, unless stated otherwise.
 - (d) In carrying out its obligations and duties, and in providing estimates under this Agreement, each Party shall have an implied obligation of good faith.
 - (e) Except as otherwise indicated in this Agreement, references to time are references to Central European Standard Time or Central European Summer Time, as then applicable at the Site.
 - (f) This Agreement was negotiated by the Parties with the benefit of legal representation, and, accordingly, any rule of construction or interpretation otherwise requiring this Agreement to be

construed or interpreted against any Party as the drafting party shall not apply to any construction or interpretation hereof.

- (g) To the extent there exists a conflict between any provisions of this Agreement and any Schedule or Annex, the provisions of this Agreement shall prevail, but the absence of a provision in a Schedule or Annex or in this Agreement (as the case may be) shall not constitute a conflict.

Article 2

Effective Date; Term

2.1 Effectiveness; Term

This Agreement shall:

- (a) commence and be effective upon the later of (i) the Execution Date, and (ii) the date on which the Power Purchase Agreement becomes effective in accordance with Section 2.1 (*Effectiveness; Term*) of the Power Purchase Agreement (such date of effectiveness being the “**Effective Date**”); and
- (b) unless extended or terminated earlier in accordance with the provisions of this Agreement, and subject to Section 11.5, continue in full force and effect until the earlier of:
 - (i) achievement of the Commercial Operations Date; and
 - (ii) the expiration or prior termination of the Implementation Agreement,(such period, the “**Term**”).

Article 3

Equity Payment

3.1 Contribution

The Sponsor HoldCo hereby agrees to contribute, directly or indirectly, equity (including by the making of Shareholder Loans) into GenCo as and when required under the Financing Documents.

3.2 Notification of GOK

GenCo agrees to inform GOK if any equity required to be contributed by the Sponsor HoldCo pursuant to the Financing Documents is not contributed within three (3) Business Days after the due date therefor.

3.3 Certification of Contribution

Until GenCo has delivered to GOK a certificate, certified by its independent auditors, that all amounts required to be contributed by the Sponsor HoldCo under the Financing Documents as equity have been contributed to GenCo, GOK shall be entitled to deliver to the Sponsor HoldCo a written notice that a contribution of equity due from the Sponsor HoldCo is more than three (3) Business Days overdue. Within fifteen (15) Business Days after the receipt by the Sponsor HoldCo of such a notice, the Sponsor HoldCo shall unconditionally and irrevocably contribute to GenCo the amount then due to be contributed by the Sponsor HoldCo.

Article 4

Restrictions on Transfer of Ownership Interests

4.1 Restrictions on Transfer of Sponsor’s Ownership Interests

4.1.1 Ownership and Transfers Prior to Sixth Anniversary

Until the sixth (6th) anniversary of the Commercial Operations Date, the Sponsor HoldCo shall

- (a) own, directly or indirectly no less than one hundred percent (100%) of the Ownership Interests in GenCo;

- (b) cause the Ultimate Sponsor to:
 - (i) together with its wholly-owned Affiliates, own no less than fifty-one percent (51%) of the beneficial Ownership Interests in GenCo; and
 - (ii) not transfer any legal or beneficial interest in any Ownership Interest (or permit any transferee of any Ownership Interest previously held by the Sponsor HoldCo) in GenCo subscribed to or held by it unless:
 - (A) such transfer will not cause the Ultimate Sponsor to own less than fifty-one percent (51%) of the beneficial Ownership Interests in GenCo; and
 - (B) within fifteen (15) Business Days following its receipt of all the information required pursuant to Section 4.1.3(a), GOK has not objected in writing to the transfer on the basis that such transfer could reasonably be expected to have an adverse impact on the national security interests of GOK.

4.1.2 Transfers Following Sixth Anniversary

From and after the sixth (6th) anniversary of the Commercial Operations Date:

- (a) Sponsor HoldCo shall own, directly or indirectly no less than one hundred percent (100%) of the Ownership Interests in GenCo; and
- (b) the Ultimate Sponsor may transfer any beneficial interest in any Ownership Interests in GenCo subscribed to or held by it, provided that,
 - (i) if such transfer will not cause the Ultimate Sponsor to own less than fifty-one percent (51%) of the beneficial Ownership Interests in GenCo, within fifteen (15) Business Days following its receipt of all the information required pursuant to Section 4.1.3(a), GOK has not objected in writing to the proposed transfer on the basis that such transfer could reasonably be expected to have an adverse impact on the national security interests of GOK; and
 - (ii) if such transfer would cause the Ultimate Sponsor to own less than fifty-one percent (51%) of the beneficial Ownership Interests in GenCo, within forty-five (45) Days following its receipt of all the information required pursuant to Section 4.1.3, GOK has not objected in writing to the proposed transfer on the basis of the ability of the prospective transferee to fulfill its financial and managerial obligations as the Ultimate Sponsor or that such transfer could reasonably be expected to have an adverse impact on the national security interests of GOK.

The Sponsor HoldCo shall cause the Ultimate Sponsor to not make any transfer of the beneficial Ownership Interest in GenCo other than in accordance with this Section 4.1.2.

4.1.3 Information for Evaluation of Financial and Managerial Capacity and National Security

In connection with the proposed transfer by the Ultimate Sponsor of a beneficial interest in any Ownership Interests in GenCo subscribed to or held by it, the prospective transferor of such interest shall notify GOK and provide to GOK the following information regarding the proposed transferee:

- (a) For all proposed transfers:
 - (i) the proposed transferee's name and the identity of the country in which the transferee is organized;
 - (ii) the names and nationalities of all natural Persons who, to the knowledge of the Ultimate Sponsor after due inquiry, exercise control over or who directly or indirectly hold twenty-five percent (25%) or more of the proposed transferee; and

- (iii) the names and country of organization of all Persons that are not natural Persons (other than interim holding companies) who, to the knowledge of the Ultimate Sponsor after due inquiry, exercise control over who directly or indirectly hold ten percent (10%) or more of the proposed transferee; and
- (b) In addition to the information specified in Section 4.1.3(a), for a proposed transfer that would cause the Ultimate Sponsor to own less than fifty-one percent (51%) of the beneficial Ownership Interests in GenCo:
 - (i) audited financial statements for the preceding five (5) fiscal years, together with any more recent unaudited quarterly financial statements;
 - (ii) a description of its business, including a description of its experience with the operation of lignite- or coal-fired power plants; and
 - (iii) such additional information as GOK may reasonably request.

4.1.4 Other Permitted Transfers

The foregoing restrictions shall not apply to:

- (a) any transfer required by any Laws of Kosovo or by the operation of the Laws of Kosovo or by order of a court, tribunal, or government authority or agency with appropriate jurisdiction;
- (b) any transfer resulting from the creation or enforcement of a security interest in or over any Ownership Interest in accordance with the Financing Documents;
- (c) any transfer to which GOK has given its prior written approval;
- (d) any transfer between the Ultimate Sponsor and any Affiliate of the Ultimate Sponsor that is, directly or indirectly, wholly-owned by the Ultimate Sponsor or between such Affiliates; provided, however, that such Affiliate has entered into an agreement with GOK agreeing to be bound by the terms of this Article 4; or
- (e) any transfer resulting from or otherwise constituting a Permitted Encumbrance (GenCo).

Article 5 Financing Security

5.1 Financing Security

Not later than the Effective Date, the Sponsor HoldCo shall deliver to GOK either (i) an irrevocable standby letter of credit (the “**Financing Letter of Credit**”) issued by a Qualified Bank having the terms set forth in Schedule 1 or (ii) cash or a cashier’s check in the required amount deposited in a separate GOK account (each a “**Financing Deposit**,”) or (iii) any combination of a Financing Letter of Credit and Financing Deposit, in a maximum aggregate amount equal to seven million five hundred thousand Euros (€7,500,000) (together, the “**Financing Security**”). Except as otherwise set forth herein, the Sponsor HoldCo shall continuously maintain the Financing Security, or a replacement thereof, in full force and effect in the required amount until the Transfer Date. In the event that KEK Generation terminates the Site Transfer Agreement pursuant to Section 5.4.2(a) (*Termination by KEK Generation*) thereof upon the occurrence of a Deemed GenCo Wind-Up Event, then a “**Financing Security Drawing Event**” shall have occurred and GOK may draw on the Financing Security for the full amount thereof.

5.2 Obligations of the Sponsor HoldCo

The Sponsor HoldCo:

- (a) hereby waives all rights it may have to seek or enforce any temporary or permanent restraining order related to the Financing Security;

- (b) where a Financing Letter of Credit has been provided, not less than thirty (30) Days prior to the stated expiration date of the then-effective Financing Letter of Credit, shall deliver to GOK:
 - (i) a replacement Financing Security effective on such delivery date; and
 - (ii) where the replacement is also a Financing Letter of Credit, a certification from an officer of the Sponsor HoldCo dated as of the delivery date, certifying that the issuer of such replacement Financing Letter of Credit meets the requirements of a Qualified Bank, and that such Financing Letter of Credit meets the requirements of Schedule 1; and
- (c) shall deliver to GOK notice within ten (10) Business Days of a reduction of the long-term senior unsecured debt rating of the issuing bank of any Financing Letter of Credit by S&P or another internationally recognized major credit rating institution;
- (d) shall, in the event that a Financing Letter of Credit has been provided and the issuer of the Financing Letter of Credit ceases to meet the qualifications of a Qualified Bank, within twenty (20) Business Days after the date on which GenCo becomes aware or should have reasonably become aware the issuer no longer meets the qualifications of a Qualified Bank, deliver to GOK a replacement Financing Security and, where the replacement is also a Financing Letter of Credit, a certification from an officer of the Sponsor HoldCo, dated as of the delivery date, certifying that:
 - (i) the issuer of such replacement Financing Letter of Credit, meets the requirements of a Qualified Bank; and
 - (ii) such Financing Letter of Credit meets the requirements of Schedule 1.
- (e) shall, in the event the Financing Security is in the form of cash or a cashier's check, provide the cash or cashier's check to GOK for deposit into a separate GOK account in the name of GOK, and the cash or cashier's check shall not be comingled with other GOK funds or otherwise applied by GOK until the occurrence of a Financing Security Drawing Event.

5.3 Replacement and Cancellation of Security

- (a) Within twenty (20) Business Days after the delivery of any replacement Financing Security pursuant to Section 5.2, GOK shall deliver the Financing Security replaced by such replacement Financing Security to the Sponsor HoldCo.
- (b) In the event that the Sponsor HoldCo does not deliver a replacement Financing Security as required under this Agreement, a Replacement Failure Drawing Event shall have occurred and GOK may, in its sole discretion, draw on any Financing Letter of Credit for the full amount thereof; provided, however, that GOK shall reimburse the Sponsor HoldCo for the amount drawn (without interest or penalty) within twenty (20) Business Days of Sponsor HoldCo's delivery of any replacement Financing Security pursuant to Section 5.2. Notwithstanding the foregoing, if a Financing Security Drawing Event shall have occurred prior to Sponsor HoldCo's delivery of any replacement Financing Security pursuant to Section 5.2, GOK may apply the sums drawn on the Financing Security pursuant to this Section 5.3(b) as if drawn upon the occurrence of a Financing Security Drawing Event.
- (c) Upon the occurrence of the Transfer Date or a termination by GenCo of the Site Transfer Agreement pursuant to Section 5.4.1 (*Termination by GenCo*) thereof or a termination by either GenCo or GOK of the Site Transfer Agreement pursuant to Section 5.4.3 (*Termination for Occurrence of both Deemed GOK Wind-Up Event and Deemed GenCo Wind-Up Event*) thereof in advance of the Transfer Date, GOK shall return the Financing Security to GenCo without demand thereunder and release all rights and interests thereto.

Article 6
Community Development Fund

6.1 Community Development Fund

The Sponsor HoldCo shall deposit or cause to be deposited into the Community Development Fund established pursuant to and in accordance with Article 10 (*Community Development Fund; Community Development Fund Panel; Community Development Procedures*) of the Implementation Agreement at or prior to the Transfer Date one and one-half million Euros (€1,500,000); provided, however, that the Parties acknowledge and agree that if the Implementation Agreement is terminated due to a GOK Event of Default (as defined in the Implementation Agreement), then, as of such termination date (i) Sponsor HoldCo shall have no further obligations or liabilities to make or cause to be made any deposits into the Community Development Fund and (ii) the balance required to be deposited in the Community Development Fund by Sponsor HoldCo shall be equal to zero Euros (€0).

Article 7
Default

7.1 Sponsor HoldCo Events of Default

Each of the following shall constitute an event of default by the Sponsor HoldCo (each such event being a “**Sponsor HoldCo Event of Default**”):

- (a) the failure by the Sponsor HoldCo to make any contribution of equity in GenCo required hereunder that the Sponsor HoldCo has not cured such default within fifteen (15) Business Days after Sponsor HoldCo’s receipt of written notice from GOK that such contribution is overdue, which notice shall specify the payment failure in reasonable detail; provided that no payment that is due as a result of the resolution of a Payment Dispute, a Technical Dispute, or any other Dispute shall be considered due for the purposes of this Section 7.1(a) until fifteen (15) Business Days following the resolution of such Dispute;
 - (b) the occurrence of a breach by the Sponsor HoldCo or the Ultimate Sponsor of the restrictions on the ownership or transfer of Ownership Interests contained in Article 4;
 - (c) the failure by the Sponsor HoldCo to deliver or continuously maintain the Financing Security as required hereunder that Sponsor HoldCo has not cured within twenty (20) Business Days after Sponsor HoldCo’s receipt of written notice from GOK of the occurrence of such failure;
 - (d) the occurrence of a Financing Security Drawing Event;
 - (e) the failure by the Sponsor HoldCo to fund the Community Development Fund as required hereunder;
 - (f) the failure by the Sponsor HoldCo in any respect in the observance or performance of any other material obligation of the Sponsor HoldCo contained herein that the Sponsor HoldCo has not commenced to cure within thirty (30) Days after Sponsor HoldCo’s receipt of written notice from GOK specifying the failure in reasonable detail and demanding that the same be remedied; provided, however, that if the Sponsor HoldCo commences taking appropriate actions to cure such failure within such thirty (30) Day period, and thereafter diligently continues to cure such failure, the cure period shall extend for an additional ninety (90) Days; and
 - (g) the occurrence of any breach by Sponsor HoldCo of its obligations under Section 11.14;
- provided, however, that no such event shall be a Sponsor HoldCo Event of Default and Sponsor HoldCo shall be excused from performance under this Agreement if it is caused in whole or material part by a breach by GOK of or a default by GOK under this Agreement.

To the extent that any obligation of Sponsor HoldCo under this Agreement is also an obligation of Sponsor HoldCo under any other Project Agreement, then any cure, settlement, or waiver of, a breach of such obligation under the applicable Project Agreement shall constitute a cure, settlement, or waiver under this Agreement if GOK received reasonable advance notice of such proposed cure, settlement or waiver of such obligation under the applicable Project Agreement and failed to reasonably object to such cure, settlement, or waiver within a reasonable period of time.

Sponsor HoldCo may cure a Sponsor HoldCo Event of Default by causing a Contractor of Sponsor HoldCo to cure such Sponsor HoldCo Event of Default.

Article 8 Representations and Warranties

8.1 Representations and Warranties of GenCo

GenCo represents and warrants to the other Parties that as of the Execution Date:

- (a) GenCo is duly organized, validly existing, and in good standing under the laws of Luxembourg; provided, however, that in the reaffirmations provided by GenCo pursuant to Section 8.4, GenCo shall represent and warrant to GOK that GenCo is duly organized, validly existing, and in good standing under the Laws of Kosovo;
- (b) the execution, delivery, and performance of this Agreement by GenCo has been duly authorized by all requisite corporate action, and GenCo has full corporate power and authority to execute, deliver, and perform all of its obligations under this Agreement;
- (c) this Agreement constitutes the legal, valid, and binding obligation of GenCo, enforceable against it in accordance with the terms hereof, subject, as to enforceability of remedies, to limitations imposed by bankruptcy, insolvency, reorganization, moratorium, or other similar applicable laws relating to or affecting the enforcement of creditors' rights generally and to general principles of equity;
- (d) the execution and delivery of this Agreement does not contravene any provision of, or constitute a default under, any indenture, mortgage, or other material agreement binding on GenCo or any valid order of any court, or any regulatory agency or other body having authority to which GenCo is subject; and
- (e) none of the execution, delivery, or performance by GenCo of this Agreement, the compliance with the terms and provisions hereof, and the carrying out of the transactions contemplated hereby, conflicts or will conflict with or result in a breach or violation of GenCo's Charter Documents or any of the terms, conditions, or provisions of any Law of Kosovo or any applicable permit, or any order, writ, injunction, judgment, or decree of any Public Authority against GenCo.

8.2 Representations and Warranties of the Sponsor HoldCo

The Sponsor HoldCo represents and warrants to the other Parties that as of the Execution Date:

- (a) the Sponsor HoldCo is duly organized, validly existing, and in good standing under the laws of Luxembourg;
- (b) the execution, delivery, and performance of this Agreement by the Sponsor HoldCo have been duly authorized by all requisite corporate action, and the Sponsor HoldCo has full corporate power and authority to execute, deliver, and perform all of its obligations under this Agreement;
- (c) this Agreement constitutes the legal, valid, and binding obligation of the Sponsor HoldCo, enforceable against each in accordance with the terms hereof, subject, as to enforceability of remedies, to limitations imposed by bankruptcy, insolvency, reorganization, moratorium, or other

similar applicable laws relating to or affecting the enforcement of creditors' rights generally and to general principles of equity;

- (d) the execution and delivery of this Agreement does not contravene any provision of, or constitute a default under, any indenture, mortgage, or other material agreement binding on the Sponsor HoldCo or any valid order of any court, or any regulatory agency or other body having authority to which the Sponsor HoldCo is subject;
- (e) none of the execution, delivery, or performance by the Sponsor HoldCo of this Agreement, the compliance with the terms and provisions hereof, and the carrying out of the transactions contemplated hereby, conflicts or will conflict with or result in a breach or violation of the Sponsor HoldCo's Charter Documents or any of the terms, conditions, or provisions of any Law of Kosovo or any applicable permit, or any order, writ, injunction, judgment, or decree of any Public Authority against the Sponsor HoldCo;
- (f) the Sponsor HoldCo is not in default under any agreement or instrument of any nature whatsoever 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 hereunder, the validity or enforceability of this Agreement; and
- (g) there is no action, suit, proceeding, or investigation pending or, to the Sponsor HoldCo's knowledge, threatened:
 - (i) for the dissolution of the Sponsor HoldCo;
 - (ii) involving the Sponsor HoldCo's non-payment of:
 - (A) Taxes to any Public Authority; or
 - (B) any debt to a Person that is:
 - (1) a citizen of or organized under the Laws of Kosovo; or
 - (2) controlled by GOK, KESCO, or a Specified POE; or
 - (iii) otherwise against the Sponsor HoldCo

that, if adversely determined, would have a material adverse effect on its ability to perform its obligations hereunder or the validity or enforceability of this Agreement.

8.3 Representations and Warranties of GOK

GOK represents and warrants to the other Parties that as of the Execution Date:

- (a) this Agreement has been duly authorized, executed and delivered by GOK and constitutes the legal, valid, and binding obligation of GOK, enforceable against it in accordance with the terms hereof, subject, as to enforceability of remedies, to limitations imposed by bankruptcy, insolvency, reorganization, moratorium, or other similar applicable laws relating to or affecting the enforcement of creditors' rights generally and to general principles of equity;
- (b) the execution and delivery of this Agreement does not contravene any provision of, or constitute a default under, any indenture, mortgage, or other material agreement binding on GOK or any valid order of any court, or any regulatory agency or other body having authority to which GOK is subject;
- (c) none of the execution, delivery, or performance by GOK of this Agreement, the compliance with the terms and provisions hereof, and the carrying out of the transactions contemplated hereby, conflicts or will conflict with or result in a breach or violation of any of the terms, conditions, or provisions of any Law of Kosovo or any applicable permit, or any order, writ, injunction, judgment, or decree of any Public Authority against GOK; and

- (d) GOK is not in default under any agreement or instrument of any nature whatsoever 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 hereunder, the validity or enforceability of this Agreement.

8.4 Reaffirmation of Representations and Warranties

On the Effective Date, GenCo shall deliver a certificate to GOK confirming that the representations and warranties in Section 8.1 are true and accurate as at such date, Sponsor HoldCo shall deliver a certificate to GOK confirming that the representations and warranties in Section 8.2 are true and accurate as at such date, and GOK shall deliver a certificate to GenCo and Sponsor HoldCo confirming that the representations and warranties in Section 8.3 are true and accurate as at such date.

Article 9 Limitation of Liability

9.1 Limitation of Liability

- (a) Except as expressly provided to the contrary in this Agreement, none of the Parties shall be liable to any other Party in contract, tort, warranty, strict liability, or any other legal theory for any indirect, consequential, incidental, punitive or exemplary damages. Payments owed by a Party to a third party shall be considered direct damages and shall not be excluded by the foregoing provisions of this Section 9.1(a), except in relation to contracts (other than the O&M Contract and Administrative Services Agreement (as defined in the Power Purchase Agreement) and any LTM Agreement approved by NKEC under Article 3 (*Pre-Construction Obligations*) of the Power Purchase Agreement) between GenCo as one party and any Affiliates of Ultimate Sponsor as GenCo's counterparty (which shall be excluded by the foregoing provisions of this Section 9.1).
- (b) None of the Parties shall have any liability to any other Party except pursuant to, or for breach of, this Agreement or a Project Agreement to which it is a party; provided, however, that this provision is not intended to constitute a waiver of any rights of one Party against another with regard to matters unrelated to this Agreement or any activity not contemplated by this Agreement and this provision is not intended to limit or deny GenCo the right to (i) claim and recover any and all lost revenues explicitly provided for under Article 20 (*Rights and Obligations Upon Termination; Compensation*) of the Implementation Agreement or under any Project Agreement that permits such recovery, or (ii) indemnification and/or cost recovery in relation to Environmental/Archaeological Conditions (as defined in the Power Purchase Agreement) as provided under any Project Agreement.

Article 10 Ultimate Sponsor Guarantee

10.1 Ultimate Sponsor Guarantee

On or before the Effective Date, the Ultimate Sponsor shall execute and deliver to GOK the Ultimate Sponsor Guarantee.

Article 11 Miscellaneous

11.1 Dispute Resolution

The dispute resolution provisions of Article 22 (*Dispute Resolution*) of the Implementation Agreement are hereby incorporated, *mutatis mutandis*.

11.2 Notices

- (a) All notices and other communications required or permitted to be given by a Party (including any invoices required or permitted to be delivered hereunder) shall be in writing and either delivered

personally or by courier or sent by fax or by e-mail to the address or number of the other Parties specified below:

(i) If to GOK:

Government of Kosovo
Rr. Nene Tereza36
Pristina, Kosovo
Attention: Blerand Stavileci
Tel: [_____]_____
Fax: [_____]_____
E-mail: [_____]_____

(ii) If to Sponsor HoldCo:

ContourGlobal Terra 6 S.à r.l.
35-37 Avenue de la Liberté
L-1931 Luxembourg, Grand Duchy of Luxembourg
Attention: The board of managers
Tel: + (352) 28 86 78 00
Fax: + (352) 24 52 73 26
E-mail: CGK_CEO@contourglobal.com and
CGK_GC@contourglobal.com

(iii) If to GenCo:

ContourGlobal Terra 6 S.à r.l.
35-37 Avenue de la Liberté
L-1931 Luxembourg, Grand Duchy of Luxembourg
Attention: The board of managers
Tel: + (352) 28 86 78 00
Fax: + (352) 24 52 73 26
E-mail: CGK_CEO@contourglobal.com and
CGK_GC@contourglobal.com

provided that a Party may change the address to which notices are to be sent to it by giving not less than thirty (30) Days' prior written notice to the other Parties in accordance with this Section 11.2(a).

(b) No notice or other communication shall be effective until received or deemed received. Notices or other communications shall be deemed to have been received by the receiving Party:

- (i) when delivered if personally delivered;
- (ii) three (3) Business Days after sending, if sent by international courier;
- (iii) upon sending if sent by fax, subject to confirmation of an uninterrupted transmission report and provided that a hard copy is dispatched not later than the following Business Day to the recipient by international courier or personal delivery; or
- (iv) upon sending if sent by e-mail, provided that a hard copy is dispatched not later than the following Business Day to the recipient by international courier or personal delivery; provided, however, the Parties may from time to time mutually agree in writing that no hard copy delivery requirements are required with respect to certain day-to-day or similarly routine operational communications.

- (c) A Party delivering a notice or other communication in accordance with Section 11.2(a) shall use commercially reasonable efforts to provide to the receiving Party a reasonably accurate translation in Albanian within five (5) Business Days of sending such notice or other communication in English; provided, however, that a Party shall not be required to provide a translation of any technical drawings or similar technical or engineering documents. In the event of any inconsistency between the English original and the Albanian translation of any notice or other communication, the English version shall prevail over the Albanian version. For the avoidance of doubt, failure to deliver a translation of a notice or other communication in accordance with this Section 11.2(c) shall not affect the effectiveness of such notice or other communication as established pursuant to Section 11.2(b).
- (d) In the event that a notice delivered by GenCo or Sponsor HoldCo to GOK pursuant to this Agreement requires GOK to either provide a response (including any approval or non-objection) within a certain time period or be deemed to have approved or not objected to the taking of any action by GenCo or Sponsor HoldCo, GenCo shall include in such notice a description of the response period and consequences of the failure of GOK to respond (including any deemed approval or non-objection).

11.3 Amendment

An amendment or modification of this Agreement shall be effective or binding on a Party only if made in writing and signed by a duly authorized representative of each of the Parties; provided, however, that no such amendment shall affect GOK's obligations under this Agreement or any other Project Agreement unless GOK is a party to the agreement amending this Agreement (or the amended and restated version of this Agreement) or GOK otherwise consented to the amendment of this Agreement.

11.4 GOK's Cooperation, Assistance and Information

GOK shall comply with the provisions of Section 3.2 (*No Discrimination; No Expropriation*), Section 3.4.2 (*Financing Support*), Section 3.4.3 (*Consent to Collateral Assignment*), and Section 4.4 (*GOK Support to Obtain Consents*) of the Implementation Agreement as though such provisions were applicable to GOK and were set forth herein.

11.5 Survival

- (a) On the expiry of this Agreement or the earlier termination of this Agreement, all covenants, obligations, representations and warranties contained in this Agreement shall terminate and be of no force or effect and the Parties shall have no further obligations or liabilities under this Agreement; provided, however, the following shall expressly survive: (i) those obligations and liabilities that arose prior to and remain undischarged at the date of expiry or termination, and (ii) those obligations and liabilities that expressly survive such expiry or termination pursuant to Section 11.5(b).
- (b) Notwithstanding anything contained in this Agreement to the contrary, the provisions of Article 1 (*Definitions; Interpretation*), Article 4 (*Restrictions on Transfer of Ownership Interests*), Article 9 (*Limitation of Liability*), and Article 11 (*Miscellaneous*) shall expressly survive any termination or expiry of this Agreement, provided, however, that the obligations and liabilities under Article 4 (*Restrictions on Transfer of Ownership Interests*) shall terminate and be of no force or effect upon the later of (a) the expiration or prior termination of the Implementation Agreement and (b) the closing on the Buy-Out Date.

11.6 Third Party Beneficiaries

Except for the rights expressly granted herein, this Agreement is intended solely for the benefit of the Parties and nothing in this Agreement shall be construed to create any rights in, duty to, standard of care to, or any liability to, any Person not a Party.

11.7 No Waiver

No default by any of the Parties in the performance of or compliance with any provision of this Agreement shall be waived or discharged except with the express written consent of each of the other Parties. No waiver by any of the Parties of any default by any of the other Parties in the performance of or compliance with any of the provisions of this Agreement shall operate or be construed as a waiver of any other or further default whether of a like or different character.

11.8 Relationship of the Parties

- (a) This Agreement does not and shall not be interpreted or construed to create an association, joint venture, or partnership between the Parties or to impose any partnership obligations or similar liability upon any of the Parties.
- (b) None of the Parties shall have any right, power, or authority to enter into any agreement or undertaking for, to act on behalf of, or be an agent or representative of, or to otherwise bind, any of the other Parties, and none of the Parties shall hold itself out to any third party as having such right, power, or authority.

11.9 Expenses of the Parties

Except as otherwise agreed in Article 16 (*Advisors' and Engineer's Fees Prior and Subsequent to Financial Closing*) of the Implementation Agreement or as may be otherwise agreed in any other Project Agreement, as between the Parties to this Agreement, all expenses incurred by or on behalf of each Party, including all fees and expenses of agents, representatives, counsel, and accountants employed by the Parties in connection with the preparation of this Agreement and the consummation of the transactions contemplated by this Agreement, shall be borne solely by the Party who shall have incurred such expenses, and the other Parties shall have no liability in respect thereof.

11.10 Consent

Unless otherwise provided herein, whenever a consent or approval is required by a Party from the other Party, such consent or approval shall be in writing and shall not be unreasonably withheld, conditioned, or delayed.

11.11 Language

This Agreement has been drafted in English and the English version shall prevail over any translations. All notices, certificates, and other documents and communications (including copies) given or made under or in connection with this Agreement shall be in English.

11.12 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

11.13 Entirety

This Agreement shall be the full and final expression of the agreement between the Parties on the matters contained herein. Except for the other Project Agreements and any agreement or other communication required thereunder, all written or oral representations, understandings, offers, or other communications of every kind between the Parties in relation to the Kosovo e Re Project prior to this Agreement, including the Memorandum of Understanding, are hereby abrogated and withdrawn.

11.14 Assignment

- (a) Within sixty (60) Days of the execution of this Agreement, GenCo may assign all of its rights, title and interest in and to, and delegate its obligations under, this Agreement to CG Kosovo. Furthermore, the Sponsor HoldCo or the Ultimate Sponsor and GenCo may assign as collateral its

interest hereunder to a Lender or any other Person in connection with the exercise of collateral rights of the Lender. Except as expressly permitted by this Section 11.14(a), this Agreement shall not be assigned by the Sponsor HoldCo, the Ultimate Sponsor or GenCo to any other party without the prior written consent of GOK.

- (b) This Agreement shall not be assigned by GOK without the prior written consent of the Sponsor HoldCo, the Ultimate Sponsor and GenCo.
- (c) This Agreement shall bind and inure to the benefit of the Parties and any successor or assignee acquiring an interest hereunder consistent with Section 11.14(a) and Section 11.14(b).
- (d) Any assignment in contravention of this Section 11.14 shall be null and void.

11.15 Confidentiality

- (a) Subject to Section 11.15(d), this Agreement and all information disclosed hereunder or in connection with this Agreement shall be treated as confidential and, subject to Section 11.15(c) such information shall not be disclosed in whole or in part by any of the Parties without the prior consent of each of the other Parties.
- (b) This obligation does not apply to information that (when used or disclosed) has been made public other than through a breach of this Agreement or has been, or could have been, lawfully acquired by the Party.
- (c) Notwithstanding the provisions of Section 11.15(a), none of the Parties shall be required to obtain the prior consent of the others in respect of disclosure of information:
 - (i) to directors and employees and Affiliates of such Party, provided that such Party shall use reasonable endeavors to ensure that such Affiliates keep the disclosed information confidential on the same terms as are provided in this Section 11.15;
 - (ii) to Persons professionally engaged by or on behalf of such Party (including its advisors, consultants and insurers); provided that such Persons shall be required by such Party to undertake to keep such information confidential and that such Party shall use reasonable endeavors to secure compliance with such undertaking;
 - (iii) to any government department or any governmental or regulatory agency having jurisdiction over such Party but only to the extent that such Party is required by law to make such disclosure;
 - (iv) to:
 - (A) any lending or other financial institution, including the World Bank Group, in connection with the financing or refinancing of such Party's operations, and in each case, their advisors, consultants, and insurers in connection with any financing or refinancing;
 - (B) any rating agencies, and their advisors, consultants, and insurers;
 - (C) any actual and potential equity investors, and in each case, their advisors, consultants, and insurers; or
 - (D) any bona fide intended assignee or transferee (and in each case, their advisors, consultants, and insurers) of the whole or any part of the rights and interests of the disclosing Party under this Agreement;

but (in each case) only to the extent required in connection with obtaining such financing, refinancing, rating, equity investment or in respect of such proposed assignment and subject to such Person or intended assignee or transferee first agreeing with such Party to

be bound by confidentiality provisions substantially the same as those contained in this Section 11.15; or

- (v) to any expert or arbitrator appointed pursuant to and under the terms of this Agreement.
- (d) Notwithstanding the provisions of Section 11.15(a), the Parties acknowledge that (i) GOK may release this Agreement and any of the other Project Agreements to the public at any time after the Transfer Date (but only to the extent that such release is mandated by the applicable Laws of Kosovo or the public policy of GOK and provided any commercially sensitive information is redacted to the extent legally permissible), and (ii) the Parties, GOK and their Affiliates may share each Project Agreement in accordance with the provisions of each such Project Agreement. Upon the release by GOK of this Agreement or any part thereof to the public, the restrictions set forth in this Section 11.15 shall no longer apply to GenCo in respect of any such information released to the public.

11.16 Equitable Relief

The Parties agree that to the fullest extent permitted under any applicable law, a Party shall be entitled to injunctive or other equitable relief under this Agreement.

11.17 No Liability for Review

No review and approval by a Party of any agreement, document, instrument, drawing, specifications, or design proposed by a Party nor any inspection carried out by a Party pursuant to this Agreement shall relieve a Party from any liability that it would otherwise have had for its negligence in the preparation of such agreement, document, instrument, drawing, specification, or design or the carrying out of such works or failure to comply with the applicable Laws of Kosovo with respect thereto, or to satisfy a Party's obligations under this Agreement nor shall a Party be liable to a Party or any other Person by reason of its review or approval of an agreement, document, instrument, drawing, specification, or design or such inspection.

11.18 Counterparts

This Agreement may be executed in two (2) or more original copies and each such copy may be executed by each of the Parties in separate counterparts, each of which copies when executed and delivered by the Parties shall be an original, but all of which shall together constitute one and the same instrument.

11.19 Further Assurances

The Parties shall each execute any and all reasonable documents necessary to effectuate the purposes of this Agreement.

11.20 Severability

If any term or provision of this Agreement is determined by a court or other authority of competent jurisdiction to be invalid, void, illegal, unenforceable, or against public policy, (i) the remaining provisions of this Agreement shall remain in full force and effect and will not be affected by such determination in any way and (ii) the Parties shall promptly meet and negotiate a substitute for such affected provision or part, which shall, to the greatest extent legally permissible, effect the original intent of the Parties.

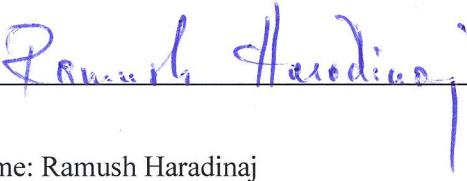
11.21 Partial Invalidity

The illegality, invalidity, or unenforceability of any provision of this Agreement in whole or in part under the law of any jurisdiction shall neither affect:

- (a) its legality, validity or enforceability under the law of any other jurisdiction; nor
- (b) the legality of any other provision or part thereof.

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement in Pristina, Kosovo as of the date first above written.

The Republic of Kosovo
acting through the **Office of Prime Minister**

By: 

Name: Ramush Haradinaj

Title: Prime Minister

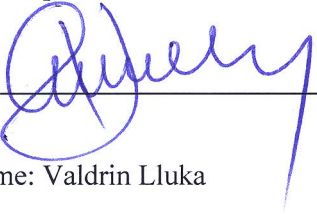
ContourGlobal Terra 6 S.à r.l.

By: 

Name: _____

Title: _____

The Republic of Kosovo
acting through the **Ministry of Economic Development**

By: 

Name: Valdrin Lluka

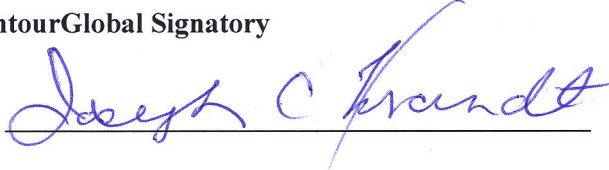
Title: Minister of Economic Development

By: _____

Name: _____

Title: _____

ContourGlobal Signatory

By: 

Name: Joseph C. Brandt

Title: CEO, ContourGlobal

By: _____

Name: _____

Title: _____

[Notary]

Schedule 1
Form of Financing Letter of Credit

Any Financing Letter of Credit shall:

1. name GOK as the beneficiary thereof;
2. have a term of not less than one (1) Year;
3. be issued by a Qualified Bank (or branch thereof) located in, and be drawable in the European Union or any other location approved by GOK;
4. have a maximum amount available for draw in an aggregate amount equal to seven million five hundred thousand Euros (€7,500,000) less the amount of any Financing Deposit that has been provided to GOK pursuant to Section 5.1 (*Financing Security*), which amount shall decrease in accordance with any drawing thereunder;
5. expressly state that neither the account party nor the issuer may terminate it prior to its stated expiration date without the written consent of GOK;
6. become drawable on first demand solely against delivery of a demand and notice to the issuer of the occurrence of a Financing Security Drawing Event or a Replacement Failure Drawing Event;
7. include feasible and practical drawing procedures in the reasonable view of GOK; provided, however, that it shall not contain any condition to drawing other than the confirmation by the issuer that any drawing certificate required to be delivered in connection with a drawing appears to comply on its face with the requirements of such Financing Letter of Credit;
8. be reasonably satisfactory in form to GOK; provided, however, that a letter of credit in the form of the letter of credit attached hereto as Annex 1 to this Schedule 1 that otherwise meets the criteria set forth herein shall meet the requirements as to the form of the Financing Security;
9. provide that the beneficiary thereof may make multiple drawings upon it; and
10. expressly state that it shall be subject to International Standby Practices 1998, and, to the extent not inconsistent with International Standby Practices 1998, the Laws of New York.

**Annex 1 to Schedule 1
Form of Financing Letter of Credit**

[Letterhead of Issuing Bank]

IRREVOCABLE STANDBY LETTER OF CREDIT

Number: [●]
Amount: [●]
Stated Expiration Date : [●]
Account Party: [●]

The Republic of Kosovo
acting through the **Ministry of Economic Development**
[●]
[●], Kosovo

Subject: Letter of Credit No. [●]

We refer to the Sponsor Support Agreement, dated [●] (as amended or otherwise modified, the “*Sponsor Support Agreement*”) between GOK (the “*Beneficiary*”), GenCo, and Sponsor HoldCo. Capitalized terms used but not defined herein shall have the meaning given to them in the Sponsor Support Agreement.

We hereby establish this Irrevocable Standby Letter of Credit No. [●] (this “*Letter of Credit*”) for the benefit of the Beneficiary in an amount equal to a total of [●] ([●]) (the “*Drawing Amount*”). Funds under this Letter of Credit are available to you upon our receipt of a certificate in the form of Appendix A attached hereto notifying us of the occurrence of a Financing Security Drawing Event or a Replacement Failure Drawing Event (a “*Demand Certificate*”), appropriately completed and purportedly signed by your duly authorized officer, employee, or signatory, if such Demand Certificate is presented as hereinafter specified on or before the Expiration Date (as hereinafter defined).

You shall present one Demand Certificate dated the date of presentation for each drawing hereunder to [name and address of issuing bank]. If you present the Demand Certificate by 10:00 a.m. local time on any day on which we are open for business (each such day, a “*Business Day*”), in strict conformance with the terms and conditions of this Letter of Credit, we will honor the same by making payment in immediately available funds, in accordance with your payment instructions and without any restrictions, conditions, inquiry, or right of objection whatsoever on our part, without notice to the account party prior to such payment and notwithstanding any conditions, demands, or objections by the account party or any other party, without you having to further substantiate such demand, by 4:00 p.m. local time on such Business Day, otherwise we will honor your Demand Certificate by 10:00 a.m. local time the following Business Day.

If any demand for payment does not conform to the terms and conditions of this Letter of Credit, we shall give you prompt notice of the same stating the reasons therefor and that we will, upon your request, hold any documents presented to us for five (5) Business Days or return the same to you. Upon being notified that any demand for payment did not conform to this Letter of Credit, you may correct any such non-conforming demand; provided that such corrected demand shall be made and presented to us on or before the Expiration Date (as defined below).

This Letter of Credit shall expire at 5:00 p.m. at our office on the earliest of the following: (i) the stated expiration date; (ii) our honoring of demands presented hereunder that, in the aggregate, equal the Drawing Amount; and (iii) the surrender by you of the original Letter of Credit for cancellation. The earliest of the foregoing dates is referred to herein as the “*Expiration Date*”. Except as otherwise

expressly provided in this paragraph, this Letter of Credit shall not terminate prior to the Expiration Date for any reason whatsoever.

You may make multiple and partial drawings hereunder. Each drawing hereunder shall reduce the amount available for drawing under this Letter of Credit.

This Letter of Credit sets forth in full our undertaking and references herein to any document, instrument or agreement, except the Demand Certificate referred to herein, shall not in any way amend, modify, amplify, or limit our undertaking.

All documents presented to us in connection with any demand for payment hereunder, as well as all notices and other communications to us in respect of this Letter of Credit shall be in writing and addressed and presented to us at our office at [address of issuing bank] Attention: [●], and shall make reference to this Letter of Credit by number. You shall personally deliver such documents, notices and other communications to us or send them to us by fax to [●], or such other number as we may specify from time to time in writing to you.

This Letter of Credit shall be subject to the International Standby Practices 1998 (“ISP98”), and to the extent not inconsistent with ISP98, governed by the Laws of New York.

[ISSUING BANK]

By: _____
Name:
Title:

**THIS APPENDIX A FORMS AN INTEGRAL PART OF
LETTER OF CREDIT NO. [●]
DATED [●]
APPENDIX A
DEMAND CERTIFICATE
[DATE]**

[Address of Issuing Bank]

Attention: [●]

Re: Demand for Payment under Letter of Credit

Ladies and Gentlemen:

We refer to your Letter of Credit No. [●] (the “*Letter of Credit*”). Unless the context otherwise requires, capitalized terms used but not defined herein shall have the meaning given to them in the Letter of Credit. We hereby certify that a **[Financing Security Drawing Event] [Replacement Failure Drawing Event]** has occurred and that the Beneficiary is entitled to draw in the amount designated below in accordance with the terms of the Sponsor Support Agreement. The Beneficiary hereby demands payment of **[amount]** under the Letter of Credit, such payment to be made to **[insert account instructions]**.

IN WITNESS WHEREOF, this Demand Certificate has been executed and delivered by the Beneficiary on the [●] day of [●].

The Republic of Kosovo
acting through the **Ministry of Economic Development**

By: _____
Name:
Title:

Schedule 2
Form of Ultimate Sponsor Guarantee
ULTIMATE SPONSOR GUARANTEE
IN RELATION TO THE KOSOVO E RE PROJECT

THIS ULTIMATE SPONSOR GUARANTEE (this “**Guarantee**”) is made as of the ___ day of _____, 20__ (the “**Execution Date**”) by:

- (1) ContourGlobal plc, a public limited company incorporated in England and Wales, with its registered office situated at 15 Berkeley Street, 6th Floor, London W1J 8DY, United Kingdom, (the “**Ultimate Sponsor**”), in favor of
- (2) The Republic of Kosovo (“**GOK**”) acting through the Ministry of Economic Development.

Each of Ultimate Sponsor and GOK is hereinafter referred to individually as a “**Party**” and, collectively, as the “**Parties**.”

RECITALS

- A. GOK intends as a matter of policy to involve the private sector in a lignite to electricity infrastructure project that includes the development, design, construction, financing, ownership, operation and maintenance of the KRPP Facility and rehabilitation of the Site (as hereinafter defined) by GenCo (the “**Kosovo e Re Project**”);
- B. GOK and ContourGlobal Terra 6 S.à r.l. and GenCo are entering into a Sponsor Support Agreement dated on or about the date hereof (the “**Sponsor Support Agreement**”);
- C. It is a term of Section 10.1 (*Ultimate Sponsor Guarantee*) of the Sponsor Support Agreement that the Ultimate Sponsor will execute and deliver this Guarantee.

NOW, THEREFORE, for and in consideration of the promises and mutual covenants contained herein, and intending to be legally bound, the Parties hereby agree as follows:

Article 1
Guarantee

1.1 Guarantee

The Ultimate Sponsor hereby irrevocably and unconditionally guarantees to GOK for the term hereof as provided in Section 1.2:

- (a) the due and punctual performance of all the terms, conditions, and covenants of the Sponsor HoldCo under the Sponsor Support Agreement, and undertakes to procure performance of the obligations thereunder; and
- (b) the full and prompt payment of any amounts that the Sponsor HoldCo fails to pay when due under the Sponsor Support Agreement,

collectively, the “**Guaranteed Obligation**,” provided, however, that amounts in Dispute under the Sponsor Support Agreement shall be deemed not to be due and owing for purposes of this Guarantee until after the resolution of any Dispute arising in connection with such amounts payable in accordance with the Dispute resolution procedures provided for in the Sponsor Support Agreement including the period for payment after resolution of a Dispute provided for in Section 11.1 (*Dispute Resolution*) of the Sponsor Support Agreement.

1.2 Effectiveness; Term of Guarantee

This Guarantee shall:

- (a) commence and be effective upon the later of (i) the Execution Date, and (ii) the date on which the Power Purchase Agreement becomes effective in accordance with Section 2.1(b) (*Effectiveness, Term*) of the Power Purchase Agreement (such date of effectiveness being the “**Effective Date**”); and
- (b) remain in full force and effect until the earlier of:
 - (i) expiration or termination of the Implementation Agreement; and
 - (ii) such time as a Lender (or any Person on behalf of the Lenders) exercises its collateral rights and the Sponsor Support Agreement is assigned pursuant to Section 11.14(a) of the Sponsor Support Agreement.

1.3 Waiver of Defenses

Neither the obligations of the Ultimate Sponsor herein contained nor the rights, powers, and remedies conferred upon Ultimate Sponsor with respect to the Sponsor HoldCo by law or otherwise shall be discharged, impaired, or otherwise ceded by the happening from time to time of any event, matter, act, or omission, including the following:

- (a) the extension of time for payment of any amounts due or of time for performance of any of the covenants, terms, or agreements of the Sponsor HoldCo under the Sponsor Support Agreement;
- (b) any amendment to the Sponsor Support Agreement; provided, however, that unless the prior written consent of Ultimate Sponsor to such amendment is obtained, this Guarantee shall not apply to any amendment to the Sponsor Support Agreement that materially increases Sponsor HoldCo’s obligations under the Sponsor Support Agreement;
- (c) the failure, omission, or delay by the Ultimate Sponsor or the Sponsor HoldCo to enforce, ascertain, or exercise any right, power, or remedy under or pursuant to the terms of the Sponsor Support Agreement or this Guarantee;
- (d) the bankruptcy, insolvency, or other failure or financial disability of the Sponsor HoldCo;
- (e) any failure of the Ultimate Sponsor or the Sponsor HoldCo to comply with the requirements of any law, regulation, or order;
- (f) any assignment pursuant to Section 11.14 (*Assignment*) of the Sponsor Support Agreement in accordance with its terms;
- (g) the addition, or partial or entire release, of any guarantor or other party primarily or secondarily responsible for the performance of any of the covenants, terms, or agreements set forth in the Sponsor Support Agreement, or by any extension, waiver, amendment, or any other action whatsoever that may release or create a defense for a guarantor (other than performance in accordance with the terms of the Sponsor Support Agreement); or
- (h) any invalidity or unenforceability of the Sponsor Support Agreement, or any of their respective provisions, terms, or conditions on the basis of a lack of authority of Sponsor HoldCo to enter into such agreement or the lack of authority of a signatory to bind Sponsor HoldCo.

1.4 Continuing Guarantee

No demand made by GOK hereunder shall prejudice or restrict the rights of GOK to make further or other demands under the terms of this Guarantee.

1.5 Additional Security

- (a) This Guarantee shall be in addition to, and not in substitution for or derogation of, any other security that GOK may at any time hold in respect of the obligations of the Sponsor HoldCo under the Sponsor Support Agreement.
- (b) GOK may enforce this Guarantee notwithstanding that it may hold any guarantee, lien, or security of or for the Sponsor HoldCo under the Sponsor Support Agreement, or have available to it any other remedy at law or equity.

1.6 Preliminary Demand

- (a) Notwithstanding that this Guarantee is the unconditional obligation of the Ultimate Sponsor, GOK shall not demand payment or performance, as the case may be, hereunder for any Guaranteed Obligation unless and until:
 - (i) GOK shall have given notice to the Ultimate Sponsor (with a copy to the Sponsor HoldCo) of non-payment or non-performance of the Guaranteed Obligation as required by the terms of the Sponsor Support Agreement and Section 1.8; and
 - (ii) any period set forth in the Sponsor Support Agreement during which Sponsor HoldCo may cure such non-payment or non-performance has expired without Sponsor HoldCo having paid or procured performance of such Guaranteed Obligation.
- (b) Subject to Section 1.6(a), the Ultimate Sponsor shall make payment or procure performance within thirty (30) Days following a demand for payment or performance, as the case may be, in accordance with Section 1.8 and as otherwise provided hereunder.
- (c) Except as provided in Section 1.6(a), GOK shall not be obliged before taking steps to enforce this Guarantee, to exercise any other remedies that may be available to it under or in respect of the Sponsor Support Agreement, or to initiate any proceedings or obtain judgment against the Ultimate Sponsor thereon.

1.7 Certification

Any demand for payment made pursuant to this Guarantee shall be accompanied by a certificate signed by a duly authorized officer of GOK stating that:

“The Republic of Kosovo (“**GOK**”) acting through the Ministry of Economic Development hereby certifies to ContourGlobal plc (the “**Ultimate Sponsor**”) that (A) GOK is making this demand on the Ultimate Sponsor for payment by the Ultimate Sponsor in the amount of € [●] in accordance with Section 1.1 of the Guarantee dated [●] [●] 20[●], by the Ultimate Sponsor in favor of GOK; (B) (1) the Sponsor Support Agreement has not been terminated (other than in relation to the event or circumstances for which this demand is being made) in accordance with the terms thereof or the matter for which this demand is made has survived such termination, and (2) the amount specified hereinabove is due and payable by the Sponsor HoldCo under the Sponsor Support Agreement; (C) demand in writing for payment from the Ultimate Sponsor was delivered to the Ultimate Sponsor on or after the date payment or performance was due and notice of such non-payment or non-performance was delivered to the Ultimate Sponsor not less than seven (7) Days prior to the date hereof; and (D) such amount, on the date hereof, remains unpaid or such performance, on the date hereof, has not been completed.”

1.8 Notice and Payment

- (a) If GOK shall not have received all or any portion of a Guaranteed Obligation on or prior to the due date therefor, it shall give notice to the Ultimate Sponsor (with a copy to the Sponsor HoldCo) within fifteen (15) Business Days thereafter. Such notice shall state that the due date for payment or performance of such Guaranteed Obligation has passed, that GOK has exercised its rights pursuant to the Sponsor Support Agreement, the amount of the Guaranteed Obligation that remains unpaid or unperformed, and that the amount unpaid or obligation unperformed has not been disputed in accordance with the Sponsor Support Agreement or any dispute has been resolved in favor of GOK.
- (b) Except as provided in this Section 1.8, GOK shall not be obliged before taking steps to enforce this Guarantee to exercise any other remedies that may be available to it under or in respect of the Sponsor Support Agreement, or to obtain judgment against the Sponsor HoldCo thereon.
- (c) Conditional upon the Ultimate Sponsor receiving notice as provided in Section 1.8(a), payment by the Ultimate Sponsor of any Guaranteed Obligation payable by the Ultimate Sponsor under this Guarantee or performance of any Guaranteed Obligation to be performed by the Ultimate Sponsor under this Guarantee, shall, in each case, be due within thirty (30) Days after the notice provided pursuant to Section 1.8(a).

1.9 Set-Off

No lawful act of commission or omission of any kind or at any time upon GOK's part shall in any way affect or impair GOK's rights to enforce any right, power, or benefit under this Guarantee, and no set-off, claim, counterclaim, reduction, or diminution of any obligation or any defense that the Ultimate Sponsor has or may have against GOK shall be available to the Ultimate Sponsor against GOK in any determination by it to perform hereunder or suit or action brought by GOK to enforce any right, power, or benefit under this Guarantee; provided, however, that notwithstanding the foregoing, the Ultimate Sponsor shall have the benefit of all rights of set-off, claim, counterclaim, reduction, or diminution of any undisputed liquidated obligation of GOK to the Sponsor HoldCo under the Sponsor Support Agreement, or that is otherwise related to the Kosovo e Re Project.

1.10 Subordination

Any right that the Ultimate Sponsor may have at any time to be indemnified by the Sponsor HoldCo, in respect of sums paid out by the Ultimate Sponsor in performance of this Guarantee shall be subordinated to the rights of GOK to recover from the Sponsor HoldCo in full all sums that may at any time become due from the Sponsor HoldCo under the Sponsor Support Agreement.

1.11 Arbitration; Jurisdiction

1.11.1 Arbitration

The Parties irrevocably agree that any Dispute or difference arising under, out of, in connection with, or relating to, this Guarantee, including any Dispute or difference concerning the existence, validity, or enforceability of this Guarantee or any provisions hereof (including the existence, validity or enforceability of the agreements contained in this Section 1.11.1) or as to whether this Guarantee or any provisions hereof (including agreements contained in this Section 1.11.1) are invalid, illegal, or unenforceable shall be resolved in accordance with the provisions of Section 11.1 (*Dispute Resolution*) of the Sponsor Support Agreement, which provisions are incorporated herein by reference, *mutatis mutandis*.

1.11.2 Sovereign Immunity; Jurisdiction

The Ultimate Sponsor irrevocably and unconditionally:

- (a) consents generally to the jurisdiction, with respect to itself and any of its assets and property that it now owns or may hereafter acquire, of any court of competent jurisdiction in Kosovo for any action filed by GOK to enforce any award or decision of any arbitrator that was duly appointed under this Guarantee to resolve any Dispute between the Parties (including the making, enforcement or execution against or in respect of any of its assets whatsoever regardless of its use or intended use);
- (b) waives any right of immunity that it or any of its assets now has or may in the future have in any jurisdiction in connection with any such proceedings;
- (c) waives any objection it may now or hereafter have to the venue of any action or proceeding brought as consented to in this Section 1.11.2, and specifically waives any objection that any such action or proceeding was brought in an inconvenient forum and agrees not to plead or claim the same; and
- (d) agrees that service of process in any such action or proceeding may be effected in any manner permitted by the law applicable to the aforementioned court.

1.11.3 Fees and Expenses

- (a) Subject to Section 1.11.3(b), if a Dispute is determined by a tribunal duly appointed to resolve any Dispute hereunder between the Parties, the prevailing Party (as determined by such tribunal) shall be entitled to receive, and the non-prevailing Party shall pay, in addition to all other remedies to which the prevailing Party may be entitled, the costs and expenses (including legal fees) reasonably incurred by the prevailing Party in conducting the Dispute (as determined by such tribunal).
- (b) Notwithstanding Section 1.11.3(a), GOK shall be entitled to receive, and the Ultimate Sponsor shall pay, the costs and expenses (including legal fees) reasonably incurred by GOK to enforce any award or decision of any tribunal duly appointed to resolve any Dispute hereunder between the Parties.

Article 2

No Waiver; Remedies Cumulative

2.1 No Waiver

No failure or delay by GOK to exercise any right or remedy under this Guarantee shall constitute a waiver of such right or remedy. No single or partial exercise of any right or remedy shall preclude any other or further exercise thereof, or the exercise of any other right or remedy. No waiver by GOK shall be effective unless it is in writing.

2.2 Remedies Cumulative

The rights and remedies of GOK provided by this Guarantee are cumulative and not exclusive of any rights or remedies provided by law.

Article 3

Assignment

3.1 Assignment

- (a) This Guarantee shall not be assigned by GOK to any party without the prior written consent of the Ultimate Sponsor.
- (b) This Guarantee shall not be assigned by the Ultimate Sponsor without the prior written consent of GOK.

- (c) This Guarantee shall bind and inure to the benefit of the Parties and any successor or assignee acquiring an interest hereunder consistent with Section 3.1(a) and Section 3.1(b).
- (d) Any assignment in contravention of this Section 3.1 shall be null and void.

Article 4
Miscellaneous

4.1 Notices

- (a) All notices and other communications required or permitted to be given by a Party shall be in writing and either delivered personally or by courier or sent by fax or by e-mail to the address or number of the other Party specified below:

- (i) If to ContourGlobal plc:

ContourGlobal plc,
15 Berkeley Street, 6th Floor, London W1J 8DY, United Kingdom]
Attention: The board of directors
Tel: +44 7825 028835
Fax: +1 646 386 9915
E-mail: CGK_CEO@contourglobal.com and
CGK_GC@contourglobal.com

- (ii) If to GOK:

Government of Kosovo
Rr. Nene Tereza Nr. 36
Pristina, Kosovo
Attention: Blerand Stavileci
Tel: [_____]]
Fax: [_____]]
E-mail: [_____]]

with a copy (which shall not constitute notice) to:

Hunton & Williams LLP
Riverfront Plaza, East Tower
951 East Byrd Street
Richmond, Virginia 23219-4047
Attention: John J. Beardsworth, Jr.
Fax: +1-804-788-8218
E-mail: jbeardsworth@hunton.com

provided, that a Party may change the address to which notices are to be sent to it by giving not less than thirty (30) Days' prior written notice to the other Party in accordance with this Section 4.1(a).

- (b) No notice or other communication shall be effective until received or deemed received. Notices or other communications shall be deemed to have been received by the receiving Party:
 - (i) when delivered if personally delivered;
 - (ii) three (3) Business Days after sending, if sent by international courier;
 - (iii) upon sending if sent by fax, subject to confirmation of an uninterrupted transmission report and provided that a hard copy is dispatched not later than the following Business Day to the recipient by international courier or personal delivery; or

- (iv) upon sending if sent by e-mail, provided that a hard copy is dispatched not later than the following Business Day to the recipient by international courier or personal delivery; provided, however, the Parties may from time to time mutually agree in writing that no hard copy delivery requirement is required with respect to day-to-day or similarly routine operational communications.
- (c) A Party delivering a notice or other communication in accordance with Section 4.1(a) shall use commercially reasonable efforts to provide to the receiving Party a reasonably accurate translation in Albanian within five (5) Business Days of sending such notice or other communication in English; provided, however, that a Party shall not be required to provide a translation of any technical drawings or similar technical or engineering documents. In the event of inconsistency between the English original and the Albanian translation of any notice or other communication, the English version shall prevail over the Albanian version. For the avoidance of doubt, failure to deliver a translation of a notice or other communication in accordance with this Section 4.1(c) shall not affect the effectiveness of such notice or other communication as established pursuant to Section 4.1(b).
- (d) In the event that a notice delivered by GenCo or Sponsor HoldCo to GOK pursuant to this Agreement requires GOK to either provide a response (including any approval or non-objection) within a certain time period or be deemed to have approved or not objected to the taking of any action by GenCo or Sponsor HoldCo, GenCo shall include in such notice a description of the response period and consequences of the failure of GOK to respond (including any deemed approval or non-objection).

4.2 Governing Law

This Guarantee shall be governed by and construed in accordance with the laws of the State of New York, without regard to the conflict of law provisions thereof that would require the application of the laws of any other jurisdiction.

4.3 Severability

If any term or provision of this Guarantee is determined by a court or other authority of competent jurisdiction to be invalid, void, illegal, unenforceable, or against public policy, (i) the remaining provisions of this Guarantee shall remain in full force and effect and will not be affected by such determination in any way and (ii) the Parties shall promptly meet and negotiate a substitute for such affected provision or part, which shall, to the greatest extent legally permissible, effect the original intent of the Parties.

4.4 Capitalized Terms

Capitalized terms used but not defined in this Guarantee shall have the meanings given to them in the Sponsor Support Agreement, which shall include the interpretations set forth in Section 1.2 (*Interpretation*) of the Sponsor Support Agreement.

IN WITNESS WHEREOF, this Guarantee has been executed and delivered on behalf of the Ultimate Sponsor in Pristina, Kosovo as of the date first above written.

ContourGlobal plc

By: _____

Name: _____

Title: _____

Witness: _____

Name: _____

[Notary]