

**Connection Agreement  
for the Kosovo Transmission System**

**by and between**

**Operator Sistemi, Transmisioni Dhe Tregu – KOSTT, SH.A.**

**and**

**ContourGlobal Terra 6 S.à r.l.**

**in Relation to the KRPP Facility**

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## The Parties

This Connection Agreement (the “**Agreement**”) is made on this \_\_\_ day of January, 2018 (the “**Execution Date**”) by and between

1. Kosovo Operator Sistemi Transmisioni dhe Tregu (“**KOSTT**”) at St. Isa Boletini Nr. 39, 10000 Pristina, Kosovo, with business registration number 70325350, and
2. ContourGlobal Terra 6 S.à r.l. (“**Generator**”), a private limited liability company (*société à responsabilité limitée*) organized under the laws of the Grand Duchy of Luxembourg, with its principal 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.

jointly referred to as the “**Parties**” and separately as a “**Party**”.

Whereas, the Government of Kosovo intends as a matter of policy to involve the private sector in an infrastructure project commonly known as the “**Kosovo e Re Project**”;

Whereas, as part of the Kosovo e Re Project, the Generator will construct a power station (“**Power Station**”) known as the KRPP Facility;

Whereas, under the Transmission Connection Charging Methodology and the Grid Code a generator connecting to the Transmission System may choose to construct the connection facilities or to cause KOSTT to construct the connection facilities;

Whereas, the Generator intends to form a new entity organized under the Laws of Kosovo (“**CG Kosovo**”), and following the formation of CG Kosovo, Generator intends to assign all of its right, title and interest in and to, and delegate its obligations under, this Agreement to CG Kosovo and KOSTT acknowledges and consents to such assignment;

Whereas, the Generator has submitted the Connection Application prior to the Execution Date, in form of Appendix G;

Whereas, as part of the Kosovo e Re Project, the Generator will construct the Generator Connection Assets (as defined in Section 1) and will own and maintain the Generator Connection Assets, and the Generator will construct, and KOSTT will own and maintain, the KOSTT New Connection Assets and Infrastructure Reinforcement Assets (as defined in Section 1);

Whereas, the Generator wishes to connect the Power Station to and have access to the Transmission System by means of these transmission assets; and

Whereas, KOSTT agrees to connect the Power Station to and to give the Generator access to the Transmission System it operates pursuant to the terms of this Agreement.

The relationship of the Parties shall be regulated by this Agreement.

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# PART 1

## Section 1. Definitions and Interpretations.

As used in this Agreement, unless expressly stated otherwise or evident in the context, the following terms shall have the following meanings; the singular (where appropriate) shall include the plural and vice versa; 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; and references to Appendices, enclosures and Sections shall mean Appendices, enclosures and Sections of this Agreement unless otherwise clearly indicated. All references in this Agreement to laws, documents, instruments, or agreements shall be deemed to refer as well to all addenda, exhibits, schedules, or amendments thereto.

Affiliate	Shall have the meaning set forth in the Power Purchase Agreement.
Agreement	Shall have the meaning set forth in the introductory paragraph.
Applicable Counterparty Cure Period	Period applicable for cure of a KOSTT Event of Default under this Agreement, as set forth in this Agreement.
Applicable Standards	Shall have the meaning set forth in the Power Purchase Agreement.
CG Kosovo	Shall have the meaning set forth in the introductory paragraph.
Connection Application	The application submitted by the Generator for a new connection or an increase in capacity of an existing connection to the Transmission System.
Connection Assets	Those assets which connect the Power Station to the Transmission System, which assets include, collectively, the Generator Connection Assets and the KOSTT New Connection Assets.
Connection Capacity	The electrical capacity measured in MW offered at the Connection Point, as indicated in Appendix D.
Connection Charge	The charges levied by KOSTT to parties connected to the Transmission System in Kosovo, in accordance with KOSTT's Transmission Connection Charging Methodology.
Connection Code	Shall mean Chapter 4 of the Grid Code.
Connection Date	The date on which the Connection Assets are connected to the Transmission System and have been commissioned and KOSTT is able to provide the Connection Capacity.
Connection Upgrade Easement	Shall have the meaning set forth in Section 4.4.
Connection Point	Shall mean the point at the Power Station site, as specified in Appendix B, where the Generator Connection Assets connect to the KOSTT New Connection Assets.
Construction/Maintenance Contracts	Shall have the meaning set forth in the Power Purchase Agreement.

Construction Panel	Shall have the meaning set forth in Section 13.5.
Construction Start Date	Shall have the meaning set forth in Section 12.7.
Contractors	Shall have the meaning set forth in the Power Purchase Agreement.
Day	A period of twenty-four (24) hours, commencing at 00:00 of each day.
Delayed Payment Rate	Euribor plus five percent (5%) per annum, compounded semi-annually, calculated for the actual number of days that the relevant amount remains unpaid.
Detailed Planning Data	Shall mean the data required pursuant to Appendix 2 of the Planning Code.
Effective Date	Shall have the meaning set forth in Section 3.1.
Electrical Equipment Code	Shall mean the KOSTT technical code setting forth the requirements for equipment forming part of the network of the Transmission System Operator and for equipment of system users at the point of connection with the network of the Transmission System Operator.
Energy Regulatory Office (ERO)	Is the independent regulatory body established under the Law on the Energy Regulator, numbered 05/L-084.
Engineering Cost	Shall mean the fee set forth in Appendix E, which shall be in accordance with the Transmission Connection Charging Methodology.
Environmental/Archaeological Condition	Shall have the meaning set forth in the Power Purchase Agreement.
Euribor	The then-effective European Banking Federation Interbank Offer Rate for Euro deposits for a period equal to three (3) Months, which appears on the appropriate page of the Reuter's service at or about 11:00 a.m. Central European Time, or in the event that the Reuters service, or any successor thereto, no longer provides such information, such other service as agreed to by the Parties that provides a comparable rate.
Euro or €	The single currency of participating member states of the European Union.
Execution Date	Shall have the meaning set forth in the introductory paragraph.
Financing Documents	Shall have the meaning set forth in the Power Purchase Agreement.
Force Majeure	Shall have the meaning set forth in Section 10.
GenCo	Shall mean the Generator.
GenCo Contractor	Shall have the meaning set forth in the Power Purchase Agreement.
Generator	Shall have the meaning set forth in the introductory paragraph.

Generator Bankruptcy Event	The appointment of a custodian, receiver, trustee, or liquidator of Generator, or of all or substantially all of the assets of Generator, in any proceeding brought by Generator, as applicable, or the appointment of any such custodian, receiver, trustee, or liquidator in any proceeding brought against Generator, that is not discharged within ninety (90) Days after such appointment, or if Generator consents to or acquiesces in such appointment.
Generator Connection Assets	The facilities and equipment designed, constructed, or installed by Generator on the Generator’s side of the Connection Point for purposes of connecting the Power Station to the Connection Point, as identified in Appendix A.
Generator Event of Default	Shall have the meaning set forth in Section 9.2.
Generator Import Capacity	Shall have the meaning specified thereto in Appendix D.
Generator Party	A stockholder, director, officer, employee, GenCo Contractor, representative, agent, member, manager, or Affiliate of Generator.
GOK	The Republic of Kosovo, acting through the Government of Kosovo.
Government Guarantee	Shall have the meaning set forth in the Implementation Agreement.
Grid Code	Shall have the meaning as defined in the Law on Electricity, 2016.
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.
Indemnification Acknowledgement	Shall have the meaning set forth in Section 13.18(a)(iii).
Indemnification Notice	Shall have the meaning set forth in Section 13.18(a)(i).
Infrastructure Assets	Shall mean the transmission assets which are used and shared by all Users of the Transmission System. For the avoidance of doubt, any power transformers at the substation to be extended/built by Generator shall be Generator Connection Assets, not Infrastructure Assets.
Infrastructure Reinforcement Assets	Shall mean upgrades carried out on Infrastructure Assets, including upgrades of or other modifications to existing Infrastructure Assets and construction of new Infrastructure Assets, as identified in Appendix A.
Interconnecting Circuit	Any circuit which is partially owned by KOSTT and partially owned by the Generator.
Kosovo	The Republic of Kosovo.
Kosovo e Re Project	Shall have the meaning set forth in the recitals.
KOSTT	Means “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, with business registration number 70325350.

KOSTT Bankruptcy Event	The appointment of a custodian, receiver, trustee, or liquidator of KOSTT, or of all or substantially all of the assets of KOSTT, in any proceeding brought by KOSTT, as applicable, or the appointment of any such custodian, receiver, trustee, or liquidator in any proceeding brought against KOSTT, that is not discharged within ninety (90) Days after such appointment, or if KOSTT consents to or acquiesces in such appointment.
KOSTT Connection Agreement Easement	Shall have the meaning set forth in Section 4.3.
KOSTT New Connection Assets	The facilities and equipment to be designed, constructed, or installed on KOSTT's side of the Connection Point in order to facilitate the connection of the KRPP Facility from the Connection Point to the remainder of the Transmission System, as identified in Appendix A, including without limitation any telemetering equipment, transmission lines and associated equipment, transformers and associated equipment, relay and switching equipment, telecommunications devices, telemetering, and data interface for the SCADA system, protective devices and safety equipment.
KOSTT Event of Default	Shall have the meaning set forth in Section 9.2.
KOSTT Party	A stockholder, director, officer, employee, Contractor, representative, agent, member, manager, or Affiliate of KOSTT.
KOSTT Reorganization or Privatization	Any of: <ul style="list-style-type: none"> <li>(a) the reorganization of KOSTT such that KOSTT's connection operations are transferred to a separate Publicly Owned Enterprise;</li> <li>(b) the transfer of the KOSTT shares from GOK to a Person other than a Public Authority such that KOSTT no longer qualifies as a Publicly Owned Enterprise, or the sale by KOSTT of all or substantially all of the assets of KOSTT to a Licensed KOSTT Successor, or the occurrence of a similar transaction resulting in a Licensed KOSTT Successor assuming KOSTT's obligation to conduct the connection to the Transmission System in Kosovo; or</li> <li>(c) the occurrence of a change to the Laws of Kosovo that has the effect of relieving KOSTT of the obligation to conduct the connection to the Transmission System in Kosovo and assigning such obligation to a Licensed KOSTT Successor.</li> </ul>
KRPP Facility	Shall have the meaning set forth 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.
Licensed KOSTT Successor	A Person that is licensed under the Laws of Kosovo to perform the grid functions in the electricity sector of Kosovo.
Loss	Any loss, damage, liability, payment, or obligation (excluding any indirect or consequential loss, damage, liability, payment, or obligation, except in the case any of the same arises out of any gross negligence or willful misconduct of the indemnifying Party), and all costs and expenses (including, without limitation, reasonable legal fees).
Market Operator	Shall mean the legal person selected, and licensed by the Energy Regulatory Office, to operate the organized electricity market. This is one of the functions of the Transmission System Operator.
Market Rules	Shall mean the market rules prepared by KOSTT and approved by ERO in effect as of the Execution Date, available at KOSTT's web site: <a href="http://www.kostt.com/website/images/stories/dokumente/dailyforecast/Rregullat%20e%20Tregut%20v2.0/The%20Market%20Rules_ver%202.0.pdf">http://www.kostt.com/website/images/stories/dokumente/dailyforecast/Rregullat%20e%20Tregut%20v2.0/The%20Market%20Rules_ver%202.0.pdf</a> , or any similar code, rules, or similar instruments that regulate the functioning of the electricity market of Kosovo, which the Parties agree are not applicable to GenCo or the Kosovo e Re Project under this Agreement or any of the Project Agreements.
Material GenCo Effect	A material and adverse effect on: <ul style="list-style-type: none"> <li>(a) GenCo or its ability to perform its obligations or exercise its rights or realize the full benefits (economic or otherwise) under any Project Agreement, Construction/Maintenance Contract, or Financing Document;</li> <li>(b) the development, design, construction, financing, use, operation, maintenance, or performance of the KRPP Facility;</li> <li>(c) the interests of the Sponsor HoldCo or the Ultimate Sponsor (each as defined in the Power Purchase Agreement) or the return of or on their investment in relation to GenCo's participation in the Kosovo e Re Project; or</li> <li>(d) the ability of any counterparty to any Project Agreement, Construction/Maintenance Contract, or Financing Document to perform its obligations thereunder.</li> </ul>



Metering Code	The code prepared by the TSMO pursuant of the Law on Electricity; in order to avoid any confusion, this does not refer to the Distribution Metering Code.
Metering Data	The meter readings provided to the Market Operator from a Metering System by the relevant Party.
Metering Equipment	The equipment and installations in a Metering System as specified in the Metering Code that is sufficient to provide the Metering Data required under the Market Rules.
Metering System	The registered aggregation of meters treated as a single installation providing a single reading or related group of readings for Settlement.
MO Charging Methodology	Shall mean the methodology prepared by KOSTT and approved by ERO to determine the fees and charges payable by Users for the utilization of the Transmission System, and specifically the charges and fees for the Market Operator.
Modern Equivalent Asset Value (MEAV)	The current replacement cost of a transmission asset. This is used in calculation of operation and maintenance charges.
MW	A unit of electric generation capacity equal to 1 Megawatt electrical or 1,000,000 Watts electrical.
O&M	Shall mean operation and maintenance.
Operational Planning Code	Shall mean Chapter 5 of the Grid Code.
Operations Code	Shall mean Chapter 7 of the Grid Code.
Party or Parties	Have the meanings given thereto in the introductory paragraph.
Person	Any individual, corporation, partnership, joint venture, association, business trust, unincorporated organization, Public Authority, limited liability company, or other entity.
Permitted Encumbrances	Shall have the meaning set forth in the Power Purchase Agreement.
Planning Code	Shall mean Chapter 3 of the Grid Code.
Power Purchase Agreement	Shall mean the power purchase agreement for the Kosovo e Re Project between NKEC and the Generator, dated on or about the date hereof.
Power Station	Shall have the meaning set forth in the recitals.
Preliminary Project Planning Data	Shall mean the data required pursuant to Section 8 of the Planning Code.
Procurement Guidelines	Shall have the meaning set forth in the Power Purchase Agreement.
Project Agreements	Shall have the meaning set forth in the Implementation Agreement.
Prudent Utility Practices	Those practices, methods, and procedures conforming to safety and legal requirements that are attained by exercising that degree of skill, diligence, prudence, and foresight that would reasonably and ordinarily be expected from a skilled and experienced generator of electricity

engaged in the same or a similar type of undertaking or activity under the same or similar circumstances and conditions to those pertaining in Kosovo and satisfying the health, safety, and environmental standards of reputable international electric generation companies. Prudent Utility Practices are not limited to optimum practices, methods or acts to the exclusion of all others, but rather are a spectrum of possible practices, methods and acts that could have been expected to accomplish the desired result at reasonable cost consistent with reliability and safety.

Public Authority

Any of the following with jurisdiction over GenCo, KOSTT, 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, KOSTT, 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

A “publicly owned enterprise,” as defined in the Law on Publicly Owned Enterprises, 2008, as amended by the Law Amending the Law on Publicly Owned Enterprises (no. 05/L-009).

Site

Shall have the meaning set forth in the Power Purchase Agreement.

Site Transfer Agreement

The agreement by that name between KEK Generation (as defined in the Power Purchase Agreement) and GenCo dated on or about the Execution Date.

Settlement

The collective name for processes used to determine usage of the system by each Party and the financial liabilities and subsequent payments derived from this, as detailed in the Market Rules.

Special GOK Notice of Default

Shall have the meaning set forth in Section 9.3.

SO Charging Methodology	Shall mean the methodology prepared by KOSTT and approved by ERO to determine the fees and charges payable by Users for the utilization of the Transmission System, and specifically the charges and fees for the System Operator (SO).
Standard Planning Data	Shall mean the data required pursuant to Appendix 1 of the Planning Code.
System Operator (SO)	The department within TSMO responsible for the operation of the transmission system including economic dispatch, transmission system security, and quality of supply.
Tender (Plant)	Shall have the meaning set forth in the Power Purchase Agreement.
Transfer Date	Shall have the meaning set forth in the Site Transfer Agreement.
Transmission Connection Charging Methodology	The methodology, developed by KOSTT for the derivation of Connection Charges, as approved by ERO.
Transmission System	Shall mean the high voltage electricity grid, owned and operated by KOSTT, as provided by the Law on Electricity 05/L-085.
Transmission System Operator	A natural or legal person responsible for operating, ensuring and maintaining the transmission system and developing the transmission network, and where applicable, its interconnections with other networks, and ensuring long-term reliability of the network in coping with electricity transmission demands.
Transmission System Operator License	Shall mean a license issued by the ERO to the Transmission System Operator, thereby determining the rights and obligations of the licensee in relation to the Transmission System, owned, operated and maintained by the Transmission System Operator.
Transmission Use of System Charge, System Operation Charge and Market Operation Charge	Shall mean respectively, the monthly and/or annual charges for the use of the Network, System Operation and Market Operation, levied by KOSTT for the parties utilizing the Transmission System, and in compliance with the TNUoS Charging Methodology, SO Charging Methodology and MO Charging Methodology, and as specified in the Charging Structure as issued by the ERO.
TNUoS Charging Methodology	Shall mean the methodology prepared by KOSTT and approved by ERO to determine the fees and charges payable by Users for the utilization of the transmission system, and specifically the charges and fees payable for the utilization of the Transmission System Network (TNUoS).
TSMO	The system operator, transmission network owner, and market operator, as defined in the Grid Code.
System Operation Charge and Market Operation Charge Statement	Shall mean the formal annual statement of the System Operation Charge and Market Operation Charge KOSTT will levy each year on Users, as annually approved by ERO.
Users	Shall mean the parties that will use the Transmission System, including the Generator.
User's System Data	Shall mean the "User's System Data" required in Appendix B.



operation and maintenance, as outlined in the Grid Code, Metering Code and applicable KOSTT operating procedures and methodologies. Generator shall grant to KOSTT all such other necessary easements, servitudes, licenses, rights-of-way, and other real property rights reasonably necessary for such purpose. GenCo shall comply with all reasonable requests of KOSTT for, and assist in arranging, any such access. All persons on the KRPP Facility or the Site on behalf of KOSTT shall comply with GenCo's and GenCo Contractors' generally applicable safety regulations and procedures pursuant to Prudent Utility Practices, the Laws of Kosovo, and the Applicable Standards made available to such persons and shall comply with the instructions and directions of GenCo and GenCo Contractors, and shall not cause any unnecessary interference with or disruption to the activities of GenCo or GenCo Contractors on the Site. Such safety regulations and procedures may change from time to time. Notwithstanding the foregoing, KOSTT shall have the right to propose reasonable adjustment to the safety regulations and procedures above, and GenCo shall reasonably consider such proposed adjustments.

Section 4.4. KOSTT hereby grants the Generator a non-exclusive easement (“**Connection Upgrade Easement**”) to, on, over, across, and within KOSTT's property for use by Generator, its Contractors, and any Person authorized by Generator, with all equipment and machinery, to the limited extent necessary for the Generator to construct or upgrade the KOSTT New Connection Assets and Infrastructure Reinforcement Assets and to satisfy any other requirements under this Agreement or any other Project Agreement for the period prior to the handover of the KOSTT New Connection Assets and Infrastructure Reinforcement Assets. KOSTT shall comply with all reasonable requests of GenCo for, and assist in arranging, any such access. All persons on the KOSTT property on behalf of GenCo shall comply with KOSTT's and generally applicable safety regulations and procedures pursuant to Prudent Utility Practices, the Laws of Kosovo, and the Applicable Standards made available to such persons and shall comply with the instructions and directions of KOSTT, and shall not cause any unnecessary interference with or disruption to the activities of KOSTT on the KOSTT property. Such safety regulations and procedures may change from time to time. Notwithstanding the foregoing, GenCo shall have the right to propose reasonable adjustment to the safety regulations and procedures above, and KOSTT shall reasonably consider such proposed adjustments.

Section 4.5. The Generator shall ensure that the Connection Point is securely fenced to avoid any risk to the general public or access by unauthorized persons. Both parties shall ensure that all of their staff, visitors and Contractors receive appropriate training before they are permitted to enter the site.

Section 4.6. Each Party shall indemnify and hold the other Party harmless against all Losses that the other Party suffers, sustains, pays, or incurs arising from or in connection with claims of injury or damage from third parties resulting from the exercise of the indemnifying Party's access rights provided for in this Section 4. With respect to KOSTT's access under Section 4.3, this obligation shall require KOSTT to pay GenCo's insurance deductible associated with any damage done by KOSTT to the KRPP Facility in connection with such use of the KOSTT Connection Agreement Easement. This provision shall expressly survive any termination of this Agreement.

## **Section 5. Data Provision.**

Section 5.1. Preliminary Project Planning Data (see Planning Code, Section 8) and Standard Planning Data (see Planning Code, Appendix 1) was supplied by the Generator with the Connection Application.

Section 5.2. Prior to the Execution Date, the Generator provided a complete set of Detailed Planning Data (as provided in the Planning Code, Appendix 2), which is recorded in Appendix B. This data shall represent the design parameters of the Power Station.

Section 5.3. Following the conclusion of the studies identified in Section 13.1, the parties shall amend Appendix B to provide User's System Data. This represents data concerning the Connection Assets and

Infrastructure Reinforcement Assets to be owned by KOSTT. The Generator provided the User's System Data for Appendix B for the Generator Connection Assets.

Section 5.4. Following the completion of commissioning of the Connection Assets and Infrastructure Reinforcement Assets as described in Section 13.10, KOSTT and the Generator shall complete an updated Appendix B with (where appropriate) actual measured values replacing the design values.

Section 5.5. Before the Generator commissions the Power Station, it shall provide an updated Appendix B including (as far as possible) measured values of the Power Station's technical parameters. Commissioning of the Power Station shall not commence until the revised Appendix B has been completed and delivered to a representative of KOSTT.

Section 5.6. In the event of any change to any of the data items in Appendix B, a revised Appendix B shall be prepared incorporating the new data.

Section 5.7. All revisions to Appendix B shall be included in a new revision letter, which shall be executed as an amendment to this Agreement by appropriate representatives of the two Parties. In executing this document, each Party recognizes:

- (a) the data for which it is responsible is correct and complete, and
- (b) the data provided by the other Party is reasonable and complete.

## **Section 6. Metering Equipment.**

Section 6.1. Details of the Metering Equipment are provided in Appendix C.

Section 6.2. The design, operation and inspection of the Metering Equipment as well as the measurement shall be performed by KOSTT in accordance with the Grid Code and Metering Code for Kosovo. The requisite design requirements are set forth in Appendix C.

Section 6.3. The Parties acknowledge that KOSTT is obligated under the Laws of Kosovo to install the Metering Equipment. To enable KOSTT to satisfy such obligation, the Generator shall act as agent to KOSTT to procure and install the Metering Equipment, and shall perform any alteration, replacement or upgrade of the Metering Equipment as agreed by the Parties, each at the sole cost of the Generator (it being acknowledged that Generator shall be entitled to recover such costs pursuant to Schedule 1 of the Power Purchase Agreement). KOSTT shall test and commission the Metering Equipment, at which time control of the Metering System will transfer to KOSTT. The Generator has the right to witness the commissioning tests related to the Metering Equipment.

Section 6.4. KOSTT will be responsible and liable for the effective operation and maintenance of the Metering Equipment, except where malfunction or damage is caused by the actions of (i) the Generator, acting either on behalf of KOSTT as its agent pursuant to Section 6.3 or on its own behalf, or (ii) any other party acting on the Generator's behalf, in which case, the Generator will have full liability for all costs.

Section 6.5. The costs incurred by KOSTT in undertaking operation and maintenance activities will be covered by the Generator under the Transmission Use of System Charge, Operation Charge and Market Operation Charge, as specified in Appendix E (it being acknowledged that such costs shall be paid pursuant to Section 11.1.1(a) (*Obligations of the Parties for Transmission Costs and Underdelivery Charges; GenCo Obligations*) of the Power Purchase Agreement).

Section 6.6. The Generator has the right to install its own meter seals on the Metering Equipment and associated equipment such as current and voltage transformers, junction (splice, connection) boxes, modems, recorders, etc. These meter seals can be installed in parallel (in the same sealing holes) as the KOSTT meter seals.

Section 6.7. In emergency cases KOSTT has the right of intervention into the Metering System, including the VTs (voltage transformers), CTs (current transformers), associated wiring and metering boxes without notice or the presence of the Generator's staff; *provided, however*, KOSTT shall provide such advanced notice as is practicable in light of the emergency. In non-emergency cases KOSTT, in writing or through email will give the Generator 2 Working Days' prior written notice of any requirement for access to the Metering System, and the Generator may provide staff to witness the process. In the absence of Generator witnesses, KOSTT has the right of access to the Metering System.

Section 6.8. The Generator has the right to read the meters at any time. The reading can be either manual or electronic. The Generator is responsible for the costs (first purchase and recurring costs) for equipment (modems, etc.) needed to read the Metering Equipment remotely, which must comply with the Metering Code (it being acknowledged that Generator is entitled to recover such costs pursuant to Schedule 1 of the Power Purchase Agreement).

## **Section 7. Contract Amendment.**

Section 7.1. Either Party may request an amendment to this Agreement where:

- (a) there is a proposed change in the Connection Point layout from that specified in Appendix B and/or Connection Assets from that specified in Appendix A, including as a result of any implemented change of connection boundary, and/or;
- (b) there is a proposed change in Connection Capacity from that specified in Appendix D, and/or;
- (c) there is a proposed change in Connection Point specific technical conditions from that specified in Appendix C; and/or
- (d) any other relevant changes that require modification to this Agreement.

Section 7.2. Where this Agreement is subject to amendment, it shall be replaced by a new "amendment 1" version as agreed by both Parties. This process shall apply for subsequent amendments (for example a change from the "amendment 2" version to the "amendment 3" version).

Section 7.3. All amendments to this Agreement shall be signed by authorized representatives of the Parties.

Section 7.4. The underlying process shall be as follows:

- (a) Prior to the amendment of this Agreement, a request for change shall be issued by the Party requesting an Agreement amendment. The new written amendment of the Agreement shall be sent to an authorized representative of the other Party indicating the proposed changes.
- (b) The other Party shall use commercially reasonable efforts to respond within 10 Working Days. If the other Party agrees with the suggested amendment an authorized representative of the other Party shall countersign. Where there is failure to agree the Parties shall negotiate the issue and a counter-proposal shall be made within the next 10 Working Days (i.e. within a period of 20 Working Days having elapsed from receipt of initial amendment request).
- (c) If the Parties are unable to find an agreement within another 10 Working Days (i.e. after a total period of 30 Working Days has elapsed from receipt of initial amendment request) the dispute resolution process in place under Section 8 shall apply, and such dispute shall be resolved in accordance with the procedures for the resolution of technical disputes.

## **Section 8. Resolution of Disputes.**

Section 8.1. All disputes under this Agreement shall be resolved in accordance with the dispute resolution provisions included in Article 22 (*Dispute Resolution*) of the Implementation Agreement, which are hereby incorporated herein, *mutatis mutandis*.

## **Section 9. Termination of Agreement.**

Section 9.1. The Generator may terminate this Agreement at any time with one year's prior written notice to KOSTT in accordance with the provisions of the Transmission Connection Charging Methodology. Any such act of termination will not result in any liability from KOSTT to the Generator. KOSTT will have no liability to refund any unspent monies to the Generator.

Section 9.2. In the event of a failure by the Generator to perform a material obligation hereunder or the occurrence of a Generator Bankruptcy Event (each a "**Generator Event of Default**"), then KOSTT may terminate this Agreement in accordance with the following procedures: (i) KOSTT shall give the Generator written notice of termination that specifies the grounds for the termination of the Agreement; (ii) the Generator shall then have 60 days following Generator's receipt of such notice to perform any action required to rectify its failure under this Agreement; *provided, however*, that if the Generator is diligently attempting to cure its breach and demonstrable progress toward effecting such cure is being made, the Generator shall be granted an additional period, not exceeding 90 days, to effect such cure before KOSTT may exercise its right to terminate this Agreement; and (iii) KOSTT may terminate this Agreement after the time period described above unless the Generator rectifies the breach within that time period. No event shall be a Generator Event of Default if it is caused in whole or material part by a KOSTT Event of Default. Generator may cure a Generator Event of Default by causing a GenCo Contractor to cure such Generator Event of Default.

To the extent that any obligation of Generator under this Agreement is also an obligation of Generator 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 KOSTT 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. In the event of a failure by KOSTT to perform a material obligation hereunder or the occurrence of a KOSTT Bankruptcy Event (each a "**KOSTT Event of Default**"), then the Generator may terminate this Agreement in accordance with the following procedures: (i) the Generator shall give KOSTT written notice of termination that specifies the grounds for the termination of the Agreement; (ii) KOSTT shall then have 60 Days following KOSTT's receipt of such notice to perform any action required to rectify its failure under this Agreement; *provided, however*, that if KOSTT is diligently attempting to cure its breach and demonstrable progress toward effecting such cure is being made, KOSTT shall be granted an additional period, not exceeding 90 Days, to effect such cure before the Generator may exercise its right to terminate this Agreement; and (iii) the Generator may terminate this Agreement after the time period described above unless KOSTT rectifies the breach within that time period. No event shall be a KOSTT Event of Default if it is caused in whole or material part by a Generator Event of Default. KOSTT may cure a KOSTT Event of Default by causing a Contractor of KOSTT to cure such KOSTT Event of Default. Notwithstanding the foregoing, KOSTT's failure to comply with, or otherwise take any action in relation to, the Applicable Standards or the Laws of Kosovo shall not be a KOSTT Event of Default and there shall be no remedies whatsoever of Generator in connection therewith, except as provided in Section 19.2(i) through Section 19.2(k) (*GOK Events of Default*) of the Implementation Agreement (and all related provisions (in all Project Agreements) providing for GenCo's rights and/or remedies in respect of a GOK Event of Default (as defined in the Implementation Agreement) or in respect of protections for the benefit of GenCo relating to any Specified POE Action or Inaction (as defined in the Power Purchase Agreement)).

Section 9.3. To the extent that any obligation of KOSTT under this Agreement is also an obligation of KOSTT 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 Generator 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.

Section 9.4. In the event that a KOSTT Event of Default occurs, Generator shall deliver a notice (a “**Special GOK Notice of Default**”) of the occurrence of such KOSTT Event of Default to GOK at the address specified in the Implementation Agreement. GOK shall have the Applicable Counterparty Cure Period following the receipt of the Special GOK Notice of Default during which to make any payment or perform any act required of KOSTT hereunder to cure the KOSTT Event of Default, with the same effect as if such payment or act had been made or performed by KOSTT.

**Section 10. Force Majeure.**

Section 10.1. The Force Majeure provisions set forth in Article 21 of the Implementation Agreement (*Force Majeure*) are hereby incorporated herein, *mutatis mutandis*.

**Section 11. General Provisions.**

Section 11.1. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

Section 11.2. This Agreement supersedes all prior negotiations, understandings and agreements relating to the subject matter hereof.

Section 11.3. The headings and sub-headings of this Agreement are for convenience of reference only and shall not in any way limit or affect the meaning or interpretation of the provisions of this Agreement.

Section 11.4. Each Appendix to which reference is made herein and which is attached hereto shall be deemed to be incorporated in this Agreement by such reference.

Section 11.5. The Parties shall keep accurate and up-to-date records of data and information arising in the course of the fulfillment of their obligations under this Agreement. All such records and data shall be maintained for a minimum of sixty (60) months after the creation of such record or data and for any additional length of time required by any authority with jurisdiction over either Party and neither Party shall dispose of or destroy any such records or data after such sixty (60) month period unless the Party desiring to dispose or destroy any such records or data has first given thirty (30) days prior written notice to the other Party, generally describing the records or data to be destroyed or disposed of, and the Party receiving such notice has not objected thereto in writing within ten (10) days.

Section 11.6. This Agreement has been drafted in both English and Albanian languages, with two originals for each language; one original shall be kept with KOSTT and another one with the Generator. In the event of any discrepancy, inconsistency or ambiguity between the English and Albanian versions, the English language version shall prevail. All notices, certificates, and other documents and communications (including copies) given or made under or in connection with this Agreement shall be in English.

Section 11.7. On the 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, except for those obligations and liabilities that arose prior to and remain undischarged at the date of termination, and those obligations and liabilities that expressly or because of their nature should survive such termination.

Section 11.8. No default by either Party in the performance of or compliance with any provisions of this Agreement shall be waived or discharged except with the express written consent of the other Party. No waiver by either Party of any default by the other 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.

Section 11.9. Within sixty (60) Days after the execution of this Agreement, the Generator may assign all of its rights title and interest in and to, and delegate its obligations under, this Agreement to CG Kosovo. Furthermore, the Generator may assign as collateral its interests under this Agreement to a Lender (as defined in the Power Purchase Agreement) or to any Person in connection with the exercise or implementation of collateral rights of the Lender (as defined in the Power Purchase Agreement). Except as provided in this Section 11.9, the Generator may not assign this Agreement to any other Person without the prior written consent of KOSTT. Subject to this Section 11.9, this Agreement shall not be assigned by KOSTT to any other entity without the prior written consent of the Generator. The Parties acknowledge and agree that GOK might privatize, or separate from KOSTT, the connection functions of KOSTT. Notwithstanding this Section 11.9, in the event a KOSTT Reorganization or Privatization occurs, KOSTT may assign all of its right, title, and interest in and to this Agreement to any Licensed KOSTT Successor if (i) GOK without interruption guarantees the performance of the Licensed KOSTT Successor on the same terms and conditions as the Government Guarantee or such other commercial security is provided for the obligation of the Licensed KOSTT Successor that in the reasonable business judgment of Generator provides an adequate alternative to the Government Guarantee or such other commercial security is provided for the obligation of the Licensed KOSTT Successor that in the reasonable business judgment of Generator provides an adequate alternative to the Government Guarantee, (ii) the Licensed KOSTT Successor is reasonably capable of performing all KOSTT rights and obligations under this Agreement, and (iii) such assignment will not result in any Material GenCo Effect. Notwithstanding this Section 11.9, in the event that GOK acquires all of Generator's rights, title, and interests in and to the KRPP Facility either (i) at the expiration of the term of the Implementation Agreement pursuant to Section 20.6 (*Expiry of the Term*) of the Implementation Agreement or (ii) pursuant to Article 20 (*Rights and Obligations Upon Termination; Compensation*) of the Implementation Agreement following the termination of the Implementation Agreement, the Generator shall, to the extent provided under the Implementation Agreement, without the need for any consent by KOSTT, GOK or any other Person, assign and novate all of its right, title, and interest in and to this Agreement to GOK (or GOK's designee, as selected in accordance with the terms of the Implementation Agreement), and the assigning party will be released from any and all liabilities or obligations under this Agreement arising after the date of such assignment and novation. If Generator so requests, KOSTT shall execute, together with GOK and Generator, all reasonable and customary agreements and documents necessary to implement the assignment and novation of this Agreement from and after the date of such termination. Should GOK or KOSTT not reasonably comply with this Section 11.9, Generator shall have the right to terminate this Agreement by delivering a notice to KOSTT. The novation of this Agreement or transfer of assets by the Generator pursuant to this Section 11.9 shall not relieve KOSTT of its obligations under any Project Agreement or any Financing Document existing as of the date of such novation, transfer, or assignment. In the event that the Implementation Agreement is terminated and GOK purchases the KRPP Facility pursuant to Article 20 (*Rights and Obligations Upon Termination; Compensation*) of the Implementation Agreement, to the extent provided under the Implementation Agreement, the Parties agree that KOSTT shall execute, together with GOK and the Generator, all reasonable and customary agreements and documents necessary to implement the assignment and novation of this Agreement from and after the date of such termination. This Agreement shall bind and inure to the benefit of the Parties and any successor or assignee acquiring an interest hereunder under this provision. Any assignment in contravention of this Section 11.9 shall be null and void.

Section 11.10. The Parties shall each execute any and all reasonable documents necessary to effectuate the purposes of this Agreement. KOSTT 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 KOSTT and were set forth herein.

Section 11.11. Unless otherwise provided herein, whenever a consent or approval is required by any Party from another Party, such consent or approval shall not be unreasonably withheld, conditioned or delayed.

Section 11.12. Except to the extent otherwise required under the Grid Code or this Agreement, 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 Party specified below:

(a) If to KOSTT:

St. Isa Boletini Nr. 39,  
10000 Pristina, Kosovo  
Attention: Chief Executive Officer  
Tel: +381 (0) 38 501 601 5  
Fax: +381 38 500 201  
E-mail: kadri.kadriu@kostt.com

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

Government of Kosovo  
Rr. Nene Tereza Nr. 36,  
Pristina, Kosovo  
Attention: Minister of Economic Development  
Fax: [\_\_\_\_\_]   
Email: [\_\_\_\_\_]

(b) If to Generator:

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  
Email: CGK\_CEO@contourglobal.com  
CGK\_GC@contourglobal.com

*provided, however,* 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 11.12.

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:

- (a) when delivered if personally delivered;
- (b) three (3) Working Days after sending, if sent by international courier;
- (c) 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 Working Day to the recipient by international courier or personal delivery; or
- (d) upon sending if sent by e-mail, provided that a hard copy is dispatched not later than the following Working 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.

A Party delivering a notice or other communication in accordance with this Section 11.12 shall use reasonable commercial efforts to provide to the receiving Party a reasonably accurate translation in Albanian within five (5) Business Days after 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 11.12 shall not affect the effectiveness of such notice or other communication as established pursuant to this Section 11.12.

In the event that a notice delivered by Generator to KOSTT pursuant to this Agreement requires KOSTT 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 Generator, Generator shall include in such notice a description of the response period and consequences of the failure of KOSTT, as applicable, to respond (including any deemed approval or non-objection).

Section 11.13. Except as expressly provided to the contrary in this Agreement, neither Party shall be liable to the other Party in contract, tort, warranty, strict liability, or any other legal theory for any indirect, consequential, incidental, punitive, or exemplary damages.

Section 11.14. 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.

## **PART 2**

### **Section 12. Planning and Consents; Engineering Cost.**

Section 12.1. The new Connection Assets and Infrastructure Reinforcement Assets associated with this Agreement will be listed in Appendix A. They will also be shown diagrammatically.

Section 12.2. Appendix A also specifically states that the Generator shall be responsible for obtaining the necessary planning and environmental consents for the construction of the Connection Assets and the Infrastructure Reinforcement Assets, and gives KOSTT's initial view of the likelihood of, and timescale for obtaining each consent, as required by the Connection Code.

Section 12.3. It is acknowledged that the information concerning consents given in Appendix A represents KOSTT's best estimates and is provided in good faith.

Section 12.4. Within 90 days after the completion of the studies described in Section 13.1, the Generator shall pay the first part of the Engineering Cost given in Appendix E (it being acknowledged that Generator shall be entitled to recover such payment pursuant to Schedule 1 of the Power Purchase Agreement).

Section 12.5. Upon payment of the first part of the Engineering Cost, the Generator shall seek, without delay, all necessary planning and environmental consents for the construction of the Connection Assets and the Infrastructure Reinforcement Assets for which it is responsible as outlined in Appendix A.

Section 12.6. Payment of the second part of the Engineering Cost will be made within 60 days after the Construction Start Date (it being acknowledged that Generator is entitled to recover such payment pursuant to Schedule 1 of the Power Purchase Agreement). Every 2 months, each party will provide to the other Party a progress report on progress to date in advancing the Power Station, Connection Assets and

Infrastructure Reinforcement Assets. Alongside its copy of the progress report, KOSTT shall provide an invoice of any outstanding fees.

Section 12.7. When the Generator is ready to commence construction of the Power Station, it shall inform KOSTT. The date that the Generator actually commences construction of the Power Station is referred to as the “**Construction Start Date.**”

**Section 13. New Transmission Assets to be Constructed by the Generator.**

Section 13.1. Following the Execution Date, the Generator shall at its cost (it being acknowledged that Generator shall be entitled to recover such costs pursuant to Schedule 1 of the Power Purchase Agreement) conduct a tender in accordance with the Procurement Guidelines to retain an independent engineering firm reasonably acceptable to KOSTT to perform at the Generator’s cost (it being acknowledged that Generator shall be entitled to recover such costs pursuant to Schedule 1 of the Power Purchase Agreement) a system impact study to identify the impact of the Generator on the Transmission System and to perform a feasibility study to identify the recommended approach consistent with Prudent Utility Practices for connecting the Power Station to the Transmission System (including the Generator Connection Assets and KOSTT New Connection Assets) and any appropriate Infrastructure Reinforcement Assets to be built by the Generator and to identify the detailed specifications of the Connection Assets, Infrastructure Assets, and Infrastructure Reinforcement Assets to be constructed by the Generator. Such identification of the recommended approach and detailed specifications shall take into consideration the preferred approach of the Generator and the technical concerns of KOSTT. Such study shall provide cost and time estimates and must provide detailed specifications for all Connection Assets and Infrastructure Reinforcement Assets. Throughout the preparation of the study, the engineering firm shall be obligated to provide interim findings to KOSTT, to consult with KOSTT regarding the connection and the proposed findings, and to take due account of the recommendations and requirements of KOSTT. Following the conclusion of the studies, and KOSTT’s reasonable approval thereof, the parties shall amend this Agreement to list in Appendix A and Appendix B the detailed specifications of the Connection Assets, Infrastructure Assets, and Infrastructure Reinforcement Assets to be constructed by the Generator. KOSTT shall have no obligation hereunder to provide interconnection services until after such amendment. The parties shall use commercially reasonable efforts to complete this process within twelve (12) months following the Effective Date.

Section 13.2. Responsibility for obtaining tenders for the Connection Assets and Infrastructure Reinforcement Assets that are to be built by the Generator lies with the Generator and the Generator shall be responsible for the construction of the Connection Assets and the Infrastructure Reinforcement Assets hereunder.

Section 13.3. Upon receipt of the tenders for the construction of the Connection Assets and Infrastructure Reinforcement Assets, the parts of the tenders related to the KOSTT New Connection Assets and Infrastructure Reinforcement Assets will be sent by Generator to KOSTT for evaluation. This information will include the Modern Equivalent Asset Value (MEAV) of each item of equipment. For each tender KOSTT will state if it is acceptable, giving reasons for any rejections, within 30 days. If the Generator wishes to use a tender deemed unacceptable by KOSTT, the issue will be resolved in accordance with the dispute resolution provisions in Section 8. This can also include the case where the MEAV is considered unacceptable to KOSTT.

Section 13.4. The contract which the Generator will enter into for the KOSTT New Connection Assets and Infrastructure Reinforcement Assets must ensure that any surviving warranties remain valid after the transfer of ownership referred to in Section 13.11. The contract shall also specify minimum standards for completion and commissioning of the Connection Assets and Infrastructure Reinforcement Assets, which shall be consistent with the Grid Code and the Electrical Equipment Code.

Section 13.5. Once tenders have been placed, the Generator shall appoint a “**Construction Panel**” comprised of representatives of the Generator, which will manage and supervise the construction of the Connection Assets and Infrastructure Reinforcement Assets. KOSTT shall be invited to attend periodic meetings of this Construction Panel regarding the construction of the Connection Assets and Infrastructure Reinforcement Assets; *provided, however*, KOSTT’s participation in any such meeting of the Construction Panel shall not relieve Generator from any responsibility that it would otherwise have had under this Agreement or under any other agreement related to the Kosovo e Re Project, and KOSTT shall assume no liability whatsoever arising solely from its participation in such meeting.

Section 13.6. The Generator shall engineer, procure equipment, and construct the KOSTT New Connection Assets and Infrastructure Reinforcement Assets in accordance with the specifications provided by KOSTT, the Grid Code, Prudent Utility Practices, and the Transmission Connection Charging Methodology.

Section 13.7. At any time during construction, upon providing Generator with written notice no less than two (2) Working Days in advance, KOSTT shall have the right during normal business hours to gain access to the construction site of the KOSTT New Connection Assets and Infrastructure Reinforcement Assets and to conduct inspections of the same. All persons visiting the Power Station or the Power Station site on behalf of KOSTT shall comply with Generator’s and its Contractors’ safety regulations and procedures pursuant to Prudent Utility Practices, the Laws of Kosovo, and the Applicable Standards made available to such persons and shall comply with the instructions and directions of Generator and its Contractors, and shall not cause any interference with or disruption to the activities of Generator or its Contractors on the site. Such safety regulations and procedures may change from time to time. The Generator shall periodically report to KOSTT on the progress of its design, procurement, and construction efforts, and KOSTT may, at any time, request a progress report from the Generator. Notwithstanding the foregoing, KOSTT shall have the right to propose reasonable adjustments to the safety regulations and procedures above, and Generator shall reasonably consider such proposed adjustments.

Section 13.8. Not less than four months prior to the proposed commencement of commissioning the Connection Assets and Infrastructure Reinforcement Assets, the Generator must submit to KOSTT all design information required under Section 11.2.1.2 of the Connection Code.

Section 13.9. If at any time during the construction of the KOSTT New Connection Assets or Infrastructure Reinforcement Assets, KOSTT reasonably determines that such assets do not meet Prudent Utility Practices, the requirements of the Grid Code, or the specifications provided by KOSTT, the Generator shall be obligated to remedy the deficiencies in the facilities.

Section 13.10. When the Connection Assets and Infrastructure Reinforcement Assets are completed and are ready to be tested and commissioned, the Generator must inform KOSTT and shall deliver to KOSTT in writing the final testing program, including the expected duration of the Generator’s testing program and a tentative schedule for conducting all tests required. Consistent with such schedule (as may be reasonably adjusted from time to time), the Generator shall test and commission the Connection Assets and Infrastructure Reinforcement Assets. KOSTT has the right to witness the commissioning tests. Any disputes regarding such testing and commissioning shall be resolved in accordance with the dispute resolution provisions in Section 8.

Section 13.11. Following the commissioning of the KOSTT New Connection Assets and the Infrastructure Reinforcement Assets, on the Connection Date, the Generator shall transfer ownership of the KOSTT New Connection Assets and the Infrastructure Reinforcement Assets to KOSTT free of charge and free of all encumbrances (including those in favor of the Lender (as defined in the Power Purchase Agreement)) other than the Permitted Encumbrances, and shall following the transfer pay the maintenance fee for these assets in accordance with the Transmission Connection Charging Methodology. Upon the transfer, the Generator shall provide KOSTT with all as-built drawings, information, and any other documents that are reasonably required by KOSTT to operate and maintain the KOSTT New

Connection Assets and the Infrastructure Reinforcement Assets. The land and all land rights associated with the KOSTT New Connection Assets and the Infrastructure Reinforcement Assets shall also, on the Connection Date, be transferred to KOSTT free of charge.

Section 13.12. The Generator shall retain ownership of the Generator Connection Assets.

Section 13.13. The Generator shall, throughout the period it retains ownership of the KOSTT New Connection Assets and Infrastructure Reinforcement Assets, keep the KOSTT New Connection Assets and Infrastructure Reinforcement Assets free and clear of all encumbrances other than Permitted Encumbrances and those in favor of lenders pursuant to Section 11.9.

Section 13.14. Except as specifically provided below or elsewhere in this Agreement or the Project Agreements, the Generator shall indemnify and defend KOSTT and any KOSTT Party from, at all times after the Effective Date, any and all Losses incurred or required to be paid, directly or indirectly, by, or sought to be imposed upon KOSTT or any KOSTT Party: (a) for personal injury or death to persons or damage to property arising out of any negligence or willful misconduct by the Generator or any Generator Party in connection with this Agreement; (b) in relation to any claim or action by a third party resulting from, arising out of, or related to the Generator's violation of any Law of Kosovo; (c) in relation to any claim or action by a third party resulting from, arising out of, or related to the Generator's breach or default of any of its covenants or representations and warranties under this Agreement; or (d) resulting from, related to, or arising out of, any Environmental/Archaeological Condition in relation to the Connection Upgrade Easement coming into existence after the Transfer Date to the extent that such Environmental/Archaeological Condition is caused by Generator or any Person under Generator's control or a third party to the extent that Generator, acting in accordance with Prudent Utility Practices, could have prevented the Environmental/Archaeological Condition caused by such third party, and except to the extent that such liabilities result from any Environmental/Archaeological Condition that existed at or before the Transfer Date or result from or relate to any action or inaction of KOSTT or any KOSTT Party. This provision shall expressly survive any termination of this Agreement.

Section 13.15. Following the transfer of the KOSTT New Connection Assets and the Infrastructure Reinforcement Assets, the Generator shall have no further obligations or liabilities with respect to these facilities.

Except as specifically provided below or elsewhere in this Agreement or the Project Agreements, KOSTT shall indemnify and defend the Generator and any Generator Party from, at all times after the Effective Date, any and all Losses incurred or required to be paid, directly or indirectly, by, or sought to be imposed upon the Generator or any Generator Party: (a) for personal injury or death to persons or damage to property arising out of any negligence or willful misconduct by KOSTT or any KOSTT Party in connection with this Agreement; (b) in relation to any claim or action by a third party resulting from, arising out of, or related to KOSTT's violation of any Law of Kosovo; (c) in relation to any claim or action by a third party resulting from, arising out of, or related to KOSTT's breach or default of any of its covenants or representations and warranties under this Agreement; (d) all Losses incurred or required to be paid, directly or indirectly, by, or sought to be imposed upon, Generator or any Generator Party resulting from, related to, or arising out of, any Environmental/Archaeological Condition in relation to the Connection Upgrade Easement existing at or before the Transfer Date, except to the extent that such liabilities (i) result from, relate to, or arise out of any action of Generator or any Affiliate or Person under Generator's control, including in relation to the commencement (including before the Transfer Date, if any) of Generator's activities on the Connection Upgrade Easement, or (ii) are indemnified by GOK pursuant to Section 8.2 (*Indemnification for Environmental Standards*) of the Implementation Agreement or relate to costs or Losses that are payable or actually paid to Generator in accordance with Article 15 (*Environmental Remediation*) of the Power Purchase Agreement; and (e) resulting from, related to, or arising out of, any Environmental/Archaeological Condition in relation to the KOSTT Connection Agreement Easement coming into existence after the Transfer Date, including any such conditions

resulting from the action or inaction of KOSTT or any KOSTT party, except to the extent that such liabilities result from or relate to any action of Generator or any Person under Generator's control or of a third party to the extent that Generator, acting in accordance with Prudent Utility Practices, could have prevented the Environmental/Archaeological Condition caused by such third party. This provision shall expressly survive any termination of this Agreement.

Section 13.16. In the event injury or damage results from the joint or concurrent negligence or willful misconduct of the Parties, each Party shall be liable under this Agreement in proportion to its relative degree of fault.

Section 13.17. Notwithstanding any other provision of this Agreement, in no event shall KOSTT or Generator or any KOSTT Party or any Generator Party be indemnified to the extent that any Losses were caused by their own negligence or willful misconduct or their breach of the terms of this Agreement or any Project Agreement, and in no event shall KOSTT or Generator or any KOSTT Party or any Generator Party be indemnified for any Loss to the extent that such Party has already received insurance proceeds or proceeds from a third party therefor or received or been entitled to payments from GOK or a Specified POE under another Project Agreement therefor.

The indemnity obligations of any Party hereunder shall be reduced in the amount of, and with respect to, any insurance recoveries or other third-party recoveries by an indemnified Party for Losses indemnified hereunder. Should a Party make payments pursuant to its indemnification obligations hereunder with respect to amounts for which an insurer or other third party may be legally responsible, such Party shall be deemed, to the extent necessary, the indemnified Party's equitable subrogee with respect to, and/or contractual or legal assignee of, the right to pursue recovery of such amounts from such insurer or third party, to the extent of such rights.

For the avoidance of doubt, the terms of this Agreement shall not be construed to reduce, impair, negate, modify, or replace the terms of any applicable insurance policy that also provides coverage for indemnified Losses. Notwithstanding the foregoing, the applicability of any insurance policy or an insurer's failure to perform its obligations with respect to indemnified Loss shall not excuse, delay, or reduce the indemnity obligations of the indemnifying Party in any respect or excuse nonperformance of such Party's indemnification obligations; however, in determining the respective obligations as between the indemnifying Party and any insurer, subsequent to a Party's payments pursuant to its indemnity obligation hereunder, and in connection with any dispute between such indemnifying Party and such insurer as to the insurer's obligation to reimburse the indemnifying Party or otherwise provide coverage for indemnified Loss, any applicable insurance (with the exception of any applicable deductibles or retentions) shall be deemed primary to the indemnity obligations set forth herein, and the indemnity obligations set forth herein shall be deemed specifically excess to any such applicable insurance, but only to the extent of any amounts actually paid to the insured under such insurance, and with the further understanding that the indemnifying Party will in all events be responsible for indemnified Loss, to the extent of its indemnification obligations herein, within any applicable deductibles or retentions set forth in any such applicable insurance.

#### Section 13.18. Defense of Claims

(a) Notice of Claims.

- (i) A Party shall promptly notify the other Party, in writing, of any Loss or proceeding in respect of which such notifying Party is or may be entitled to indemnification pursuant to this Agreement (an "**Indemnification Notice**").
- (ii) The delay or failure of such indemnified Party to provide an Indemnification Notice required pursuant to this Section 13.18 to the other Party shall not release the indemnifying Party from any indemnification obligation that it may have to such



indemnified Party, except to the extent that such failure or delay materially and adversely affected the indemnifying Party's ability to defend such action or increased the amount of the Loss.

- (iii) The Party to whom the Indemnification Notice is sent shall acknowledge that Indemnification Notice, in writing, within seven (7) Working Days after receipt of the Indemnification Notice (the "**Indemnification Acknowledgement**").

(b) Defense of Claims.

- (i) Following receipt of an Indemnification Notice, and provided the Indemnification Acknowledgement confirms its obligation to indemnify an indemnified Party to the extent required pursuant to this Agreement, the indemnifying Party shall be entitled, at its option, to assume and control the defense of such claim, action, suit, or proceeding at its expense with counsel of its selection, subject to the prior approval of the indemnified Party, with such approval not to be unreasonably withheld, conditioned, delayed or denied. Should the indemnifying Party elect to assume and control the defense of such claim, action, suit, or proceeding, it shall notify the indemnified Party of that election in the Indemnification Acknowledgement.
- (ii) Unless and until the indemnifying Party acknowledges its obligation to indemnify the indemnified Party to the extent required pursuant to this Agreement in the Indemnification Acknowledgement, and assumes control of the defense of a claim, suit, action, or proceeding, the indemnified Party shall have the right, but not the obligation, to contest, defend and litigate, with counsel of its own selection, any claim, action, suit, or proceeding by any third party alleged or asserted against such Party in respect of, resulting from, related to, or arising out of any matter for which it is entitled to be indemnified hereunder, and the documented, reasonable and prudent costs and expenses thereof shall be subject to the indemnification obligations of, and promptly reimbursed by, the indemnifying Party hereunder.
- (iii) Neither the indemnifying Party nor the indemnified Party shall be entitled to settle any such claim, action, suit, or proceeding without the prior consent of the other (such consent not to be unreasonably withheld, conditioned, delayed, or denied); *provided, however*, that after agreeing in writing to indemnify the indemnified Party, if the indemnifying Party obtains both a full and complete resolution of matters involving the indemnified Party (including, without limitation, a full release of the indemnified Party from all further liability or responsibility with respect to any asserted claims) and any necessary court approvals of a settlement, the indemnifying Party may settle any claim without the consent of the indemnified Party.
- (iv) Should the indemnifying Party elect to assume and control the defense of a claim, action, suit, or proceeding, the indemnified Party shall provide the indemnifying Party with such information as the indemnifying Party may reasonably require relating to the claim, action, suit, or proceeding and shall (to the extent relevant) keep the indemnifying Party fully informed of any material development in the conduct of the claim, action, suit, or proceeding.

(c) Expense of Defense Counsel.

- (i) Following receipt of the Indemnification Acknowledgement and the assumption of the defense by the indemnifying Party, the indemnified Party shall have the right to employ its own counsel and such counsel may participate in such action, but the fees and expenses of such counsel shall be at the sole expense of such indemnified Party, when and as incurred, unless:

- (A) the employment of counsel by such indemnified Party has been authorized in writing by the indemnifying Party and the indemnifying Party has agreed to pay for the fees and expenses of such counsel;
  - (B) the indemnified Party shall have reasonably concluded and specifically notified the indemnifying Party that there may be a conflict of interest between the indemnifying Party and the indemnified Party in the conduct of the defense of such action;
  - (C) the indemnifying Party shall not in fact have employed independent counsel reasonably satisfactory to the indemnified Party to assume the defense of such action and shall have been so notified by the indemnified Party; or
  - (D) the indemnified Party shall have reasonably concluded and specifically notified the indemnifying Party that there may be specific defenses available to it that are different from or additional to those available to the indemnifying Party or that such claim, action, suit or proceeding involves or could have a material adverse effect upon the indemnified Party beyond the scope of this Agreement.
- (ii) If Section 13.18(c)(i)(A), 13.18(c)(i)(C), or 13.18(c)(i)(D) shall be applicable, then the indemnified Party shall have the right to direct the defense of such claim, action, suit or proceeding on its own behalf and the reasonable, documented fees and disbursements of independent counsel retained by the indemnified Party shall constitute indemnified and reimbursable legal or other expenses hereunder.

**Section 14. Reimbursement for Certain Infrastructure Reinforcement Assets Costs.**

Section 14.1. Notwithstanding the provisions of Section 13.11, KOSTT shall reimburse the Generator for the costs of the Infrastructure Reinforcement Assets to the extent such costs exceed two million Euros (€2,000,000).

Section 14.2. In the event that the costs of Infrastructure Reinforcement Assets exceed two million Euros (€2,000,000), the Generator shall submit to KOSTT an invoice stated in Euros for any amounts due, on a monthly basis in arrears for payment by KOSTT in accordance with Section 14.3, together with such supporting information as may reasonably be necessary to substantiate the amounts claimed in the invoice.

Section 14.3. KOSTT shall pay the Generator the amount shown on an invoice delivered in accordance with Section 14.2, less deductions for any disputed amounts or portions of amounts shown in the invoice, on or before the thirtieth (30th) day following the day the invoice is received by KOSTT (or, in the event such day is not a Working Day, the next Working Day thereafter). Any disputes regarding such an invoice shall be resolved in accordance with the dispute resolution provisions in Section 8. Any late payments to the Generator will be subject to additional interest charges at the Delayed Payment Rate.

**Section 15. Power Station Becoming Operational.**

Section 15.1. The Generator and KOSTT have agreed to the connection site responsibility allocation set forth in Appendix F. Prior to the commissioning of the Power Station, the Generator must provide to KOSTT the data required under Section 5.5 and a statement that the Power Station meets the requirements of the Connection Code, together with all the technical requirements of Appendix C.

Section 15.2. KOSTT has the right, upon two (2) Working Days prior written notice, to test Generator equipment and Generator Connection Assets to ensure they are compliant with Prudent Utility Practices, the terms of this Agreement, and the Grid Code. The Generator may participate in testing the Generator Connection Assets, in accordance with the Grid Code (Operations Code).

## **PART 3**

### **Section 16. The Connection Point and Transmission Assets.**

Section 16.1. The details of the Connection Point and relevant assets to which this Agreement applies are as specified in Appendices A and B.

Section 16.2. The Generator shall maintain and operate its Power Station and the Generator Connection Assets in a safe and reliable manner in accordance with Prudent Utility Practices, the Grid Code, and the Connection Point specific technical conditions detailed in Appendix C. KOSTT shall maintain and operate the KOSTT New Connection Assets and the Infrastructure Assets in a safe and reliable manner in accordance with the Grid Code and the Connection Point specific technical conditions detailed in Appendix C.

Section 16.3. Both KOSTT and the Generator shall ensure that the protection facilities installed on the Interconnecting Circuits remain in service, and the facilities shall not be altered, replaced or maintained without the agreement of the other Party.

### **Section 17. Future System Development.**

Section 17.1. The Generator acknowledges that KOSTT is obliged to secure the stability of the Transmission System, to avoid any detrimental repercussions on other Users of the Transmission System, and to maintain, upgrade and expand the Transmission System in accordance with the Grid Code, without prejudice to the rights of the Generator under the Grid Code and this Agreement.

Section 17.2. In the event that KOSTT considers that a change to the Connection Point is required under Section 17.1, then KOSTT will have the right to require reasonable changes to the Generator Connection Assets and to make changes to the KOSTT New Connection Assets and the Infrastructure Assets.

Section 17.3. The Generator is required to inform KOSTT of any material changes to the Connection Point which could impact on its compliance with the Grid Code and this Agreement.

Section 17.4. Either the Generator or KOSTT may undertake other modifications to its facilities addressed under this Agreement. If either the Generator or KOSTT plans to undertake a modification that reasonably may be expected to affect the other Party's facilities, that Party undertaking such modification shall provide to the other Party sufficient information regarding such modification so that the other Party may evaluate the potential impact of such modifications prior to the commencement of the work. Such information shall include information concerning the timing of such modification and whether such modifications are expected to interrupt the flow of electricity from the Power Station. The Party desiring such work shall provide the relevant drawings, plans, and specifications to the other Party at least 90 days in advance of the commencement of the work. All such work shall be undertaken so as to minimize to the extent reasonably possible the impact on the other Party and on the Transmission System.

### **Section 18. Connection Capacity.**

Section 18.1. The Generator shall not export electricity on to the Transmission System exceeding the Connection Capacity specified in Appendix D. Where the Generator breaches this requirement, KOSTT maintains the right to de-energize and/or disconnect the Power Station in accordance with Section 19.

Section 18.2. The Generator shall not import electricity from the Transmission System exceeding the maximum Generator Import Capacity as specified in Appendix D. Where the Generator breaches this requirement, KOSTT maintains the right to de-energize or disconnect the Power Station in accordance with Section 19. The Generator shall indemnify KOSTT for any Losses that KOSTT may suffer (including financial penalties that may accrue to KOSTT by an authorized regional power pool) as a result of the Generator's breach of this Section 18.2.

**Section 19. Connection Rights.**

Section 19.1. The Generator shall have access to the Transmission System in accordance with the Grid Code. KOSTT shall be responsible for operating and maintaining the Transmission System as required to enable the Generator to deliver the Connection Capacity at the Connection Point and to receive electrical energy, as required, in accordance with this Agreement.

Section 19.2. Without prejudice to the above, KOSTT shall maintain the right to de-energize and/or disconnect the Power Station if:

- (a) it is instructed to de-energize by an instruction from the Market Operator under Article 16 of the Market Rules (to the extent the Generator participates in the market);
- (b) the Generator breaches any of its material obligations under the Grid Code or this Agreement;
- (c) retaining the connection in service would materially adversely affect the Transmission System and/or the electricity supply to other Users under the applicable technical standards, such that a prudent transmission system operator operating in accordance with generally accepted standards would de-energize and/or disconnect the Power Station;
- (d) there is a reasonable basis for concluding that retaining the connection in service would materially endanger the safety of persons or property;
- (e) KOSTT has to undertake reasonably necessary works on the Transmission System, including the KOSTT New Connection Assets, for the duration of such works. In connection therewith: Timely written notice of any such works will be provided to the Generator under the Operational Planning Code of the Grid Code, KOSTT undertakes to use commercially reasonable efforts to consult with the Generator in advance (other than in an emergency situation) of such event and consider GenCo's requests related thereto (without limitation to KOSTT's rights), and KOSTT undertakes to provide ongoing updates as to the expected conclusion of such events from time to time;
- (f) under the circumstances described in Sections 18.1 or 18.2; or
- (g) the Generator requests that KOSTT de-energize and/or disconnect the Power Station.

Promptly following the resolution of the events that resulted in the de-energization or disconnection of the Power Station, KOSTT shall take such actions as are necessary to re-energize or reconnect the Power Station in accordance with the Grid Code.

Section 19.3. KOSTT shall not be responsible for any accidents or damage to the Generator's equipment or other Loss for operations done in accordance with Section 19.2, so long as it is acting in a manner consistent with the standards of a transmission system operator operating in accordance with generally accepted standards.

Section 19.4. The Generator shall not be responsible for any loss of revenue or other Loss to KOSTT while the supply is disconnected or de-energized, other than in relation to Generator's indemnification obligation set forth herein, so long as it is acting in a manner consistent with Prudent Utility Practices.

**Section 20. Calculation and Payment of Transmission Use of System Charge, System Operation Charge, and Market Operation Charge.**

Section 20.1. The System Operation Charge and Market Operation Charge for the Connection Point under this Agreement shall be payable from the Connection Date.

Section 20.2. The System Operation Charge and Market Operation Charge for the Connection Point under this Agreement shall be payable in accordance with the SO Charging Methodology and MO Charging Methodology approved by the Energy Regulatory Office (the "ERO"). The applicable annual System Operation Charge and Market Operation Charge are to be found in KOSTT's System Operation

Charge and Market Operation Charge Statement, as published to the industry annually in advance of the applicable year. No Transmission Use of System Charge shall be payable with respect to the maximum Generator Import Capacity specified in Appendix D, or to any energy imported from the system.

Section 20.3. KOSTT shall provide the Generator with a monthly invoice specifying the applicable due payment for System Operation Charge and Market Operation Charge in parallel with other monthly invoices issued by KOSTT to the Generator.

Section 20.4. The Generator shall be required to make the monthly payments, as specified in the relevant monthly invoices, within the timeframes as specified within the Settlement procedures detailed within the Market Rules (whether or not the Generator participates in such market). Payment shall be made electronically.

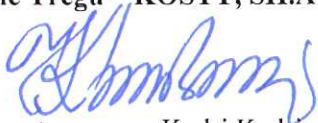
Section 20.5. Failure of the Generator to pay within the designated period shall lead to KOSTT filing a claim to be resolved under Section 8. Any late payments to KOSTT will be subject to additional interest charges at the Delayed Payment Rate.

Section 20.6. If the Generator is due a refund from an overpayment or dispute of System Operation Charge and Market Operation Charge, then the amount of the refund shall include interest at the Delayed Payment Rate between the date when the Generator filed the dispute or made the overpayment and the date that the disagreement was resolved.

**Section 21. Authorization.**

Section 21.1. This Agreement is hereby duly agreed between Operator Sistemi, Transmisioni Dhe Tregu – KOSTT, SH.A. And ContourGlobal Terra 6 s.à r.l. as authorized by the following company representatives.

**Operator Sistemi, Transmisioni  
Dhe Tregu – KOSTT, SH.A**



Signatory: Kadri Kadriu

Position: Acting CEO, KOSTT

**ContourGlobal Terra 6 s.à r.l.**

Signatory: Joseph C. Brandt

Position: CEO

**Section 21. Authorization.**

Section 21.1. This Agreement is hereby duly agreed between Operator Sistemi, Transmisioni Dhe Tregu – KOSTT, SH.A. and ContourGlobal Terra 6 s.à r.l. as authorized by the following company representatives.

**Operator Sistemi, Transmisioni  
Dhe Tregu – KOSTT, SH.A**

**ContourGlobal Terra 6 s.à r.l.**

Signatory: \_\_\_\_\_

Signator,  \_\_\_\_\_

Position: \_\_\_\_\_

Position: CEO, ContourGlobal

**Appendix A Connection Assets and Infrastructure Reinforcement Assets to be constructed or modified.**

[The below should be amended following the Effective Date as provided in Section 13.1. The specific assets to be installed will be identified as studies are concluded.]

Transmission Asset	Construction Responsibility		Responsibility for Obtaining Consent / Expected Date		Asset Type		
	Generator	KOSTT	Resp.	Date	Generator Connection Assets	KOSTT Connection Assets	Infrastructure Reinforcement Assets
Generator Step-Up Transformer	Y		Generator				
Station Start-Up Transformer	Y		Generator				
400 kV Overhead Line or Underground Cable for the Auxiliary Support	Y		Generator				
220 kV Overhead Line or Underground Cable	Y		Generator				
Substation Extension Near Kosovo B Substation, including Power Transformers	Y		Generator				
400 kV Substation Equipment	Y		Generator				
220 kV Substation Equipment	Y		Generator				
Power, Control, SCADA, and Telecommunication Connections	Y		Generator				
Metering Equipment	Y		Generator				
Protection Equipment	Y		Generator				



**Planning and Environmental Consents Required:**

The Generator shall be responsible for obtaining all consents required under the laws of Kosovo in relation to the construction of the Connection Assets and the Infrastructure Reinforcement Assets. KOSTT shall use its commercially reasonable efforts (without any obligation to incur any material costs, other than ordinary KOSTT personnel salaries, travel costs and overhead costs) to assist the Generator as reasonably necessary in connection with the Generator’s efforts to obtain such consents.

**Land Requirements**

**[The land requirements shall be revised as provided in Section 4.1. The specific assets to be installed will be identified as studies are concluded.]**

**Timetable (indicative)** This timetable is indicative only, and neither the Generator nor KOSTT will be liable for any failure to meet the timetable.

<b>Action</b>	<b>Timeline</b>
Construction Start Date:	36 months after Effective Date / 18 months after Transfer Date
Scheduled commissioning date for Connection Assets and Infrastructure Reinforcement Assets:	12 months after Construction Start Date
Scheduled Connection Date:	15 months after Construction Start Date

## Appendix B Technical Data

[This Appendix B is to be updated following the Execution Date.]

### Connection Point General Data

Owner	ContourGlobal Terra 6 s.à r.l.
Location	Obiliq, Kosovo
Name	KRPP Facility
Type of Generation	Lignite Fired
Generation capacity and number of generators	1 x 430 – 470 MW Net, as determined in accordance with the Tender (Plant) (as defined in the Power Purchase Agreement) undertaken pursuant to the Power Purchase Agreement (plus up to 5% additional for certain limited periods)
Diagram showing Numbering and Nomenclature	<i>Diagram to be attached</i>
Diagram showing ownership and operational boundaries	<i>Diagram to be attached</i>
Switchgear Types and Ratings	<i>Description to be provided</i>

**List of Connection Assets and Infrastructure Reinforcement Assets**

Asset Category	Asset Name/ code	Asset Description	Asset Connection Date	Asset Cost (Euros)
Circuit Breakers				
Disconnectors				
Earth Switches				
Transformers				
Reactive compensation devices				
Circuits (O'head & U'ground)				

## User's System Data

GENERAL	UNITS	ENTER DATA BELOW
Single Line Diagram	Diagram	To be attached
<b>Reactive Compensation Equipment</b>		
Type of Equipment	Text	
Rating or Operating Range	Mvar	
Details of any automatic control logic	Text	
Point of Connection and Voltage	Text/kV	
<b>Short Circuit Contribution to the Transmission System</b>		
symmetrical three phase short circuit current infeed at the instant of fault	kA	
symmetrical three phase short circuit current after the sub-transient fault current contribution has substantially decayed	kA	
zero sequence source resistance and reactance values of the user's system as seen from the connection point consistent with the maximum infeed above		
the pre-fault voltage magnitude at which the maximum fault currents were calculated	kV	
the negative sequence resistance and reactance values of the user's system seen from the connection point		
the corresponding zero sequence impedance values of the pi equivalent in the case of data representing an equivalent of the user's system		
<b>Transformer Data</b>		
Transformer Rating	MVA	
Transformer voltage ratio HV/LV or HV/MV/LW	kV	
Transformer positive sequence resistance R1	%	
Transformer positive sequence reactance X1	%	
Transformer Vector group		
Tap change data: Tapped voltage level, no. of tap positions, tap step size		
<b>Switchgear Data</b>		
Rated voltage	kV	
Operating voltage	kV	
Rated short-circuit breaking current (3-ph)	kA	
Rated short-circuit breaking current t(1-ph)	kA	
Rated load-breaking current (3-ph)	kA	
Rated load-breaking current (1-ph)	kA	
Rated short-circuit making current (3-ph)	kA	
Rated short-circuit making current (1-ph)	kA	

## Protection Details

Protection Types & Settings	
First Main	
Second main	
Backup	
Breaker Fail	
Protection Signaling	
Intertripping	
Fault Levels	
Short Circuit Infeeds	
Impedances	
Low Frequency Tripping	
Over Voltage Tripping	

## **Appendix C Connection Point Specific Technical Conditions**

This Appendix C details all of the relevant Connection Point specific technical conditions in relation to the transmission assets specified in Appendix A and in accordance with the requirements of the Grid Code.

- i. Protection and Control relay settings e.g. fault clearance times: as specified in Grid Code.
- ii. Metering and Telemetry: as specified in Grid Code.
- iii. Communication requirements (operations and dispatch): as specified in Grid Code.
- iv. Special Automatic Facilities: as specified in Grid Code.
- v. Operational Arrangements: as specified in Grid Code.
- vi. Connection Point Access Arrangements: as specified in Grid Code.
- vii. Any specific priority, operational conditions or switching arrangements required for security or other reasons: as specified in Grid Code.

These requirements are in addition to those laid out in the Connection Code.

**Protection Co-ordination.** The Generator shall provide and maintain all necessary measuring and protection equipment (including CTs, VTs and signaling cables) on the Power Station. The Generator shall provide an appropriate signal to KOSTT which will result in KOSTT tripping the generator transformer circuit breaker.

**System Splitting and Islanding:** No particular requirements. However, the Generator shall be responsible for ensuring the integrity of his plant in the event that islanding occurs.

**Short-circuit infeed:** The maximum short-circuit infeed from the system when measured at the Generation Transformer circuit breaker shall not exceed xxx Amps, as determined by the independent engineering firm and set forth in the system impact performed in accordance in Section 13.1.

**Earthing:** The star winding of all generating unit step-up transformers shall be solidly earthed.

**Black Start Capability:** Not required.

## **Commercial Metering Details**

Physical Location

Responsible Party

Contact Person & Tel Number

Meter Point Identification Code (MPIC)

Defined Metering Point (connection boundary)

Actual Metering Point

Loss Compensation Factors (to adjust readings from Actual Metering Point to those deemed to be at Defined Metering Point)

Meter Type etc.

CT Information

VT Information

Data Logger Information

Meter re-certification dates

Telephone Numbers for Data Collection

Comms Type Route 1

Comms Provider Route 1

Comms Type Route 2

Comms Provider Route 2

Meter Seals Used and list of meter seal serial numbers

## **Appendix D Connection Capacity**

On completion of all the transmission works described in Appendix A and Appendix B, the Power Station shall be entitled to generate up to its maximum continuous rating, MW Net, as determined in accordance with the Tender (Plant) (as defined in the Power Purchase Agreement) undertaken pursuant to the Power Purchase Agreement plus an additional 10%, at all times when the system is in an intact state, and when there is a single circuit outage (n-1 criterion).

In the event of two or more items of transmission equipment being out of service, the Power Station shall not generate more than it is instructed to from time to time by the Transmission System Operator.

### **Generator Import Capacity**

The Generator may import without charge up to zero (0) MW from the system (the “**Generator Import Capacity**”) for the purposes of operating the Power Station auxiliary systems. This import shall be subject to the normal charges for electricity, but will not be subject to Transmission System Use of System Charges.



## Appendix E Charges

The applicable charges under this Agreement are as follows:

(a) Connection Point Related Charges.

System Operator Charge	As specified in the System Operation Charge and Market Operation Charge Statement
Market Operator Charge	As specified in the System Operation Charge and Market Operation Charge Statement

(b) Application Fee: As set forth in the Grid Code.

(c) Engineering Cost.

Engineering Cost: First Part € 10,000

Engineering Cost: Second Part calculated as 1.5% of the costs of the Connection Assets and the Infrastructure Reinforcement Assets (less the first part).

## **Appendix F Connection Site Responsibility**

Each party will be responsible for the equipment on its respective side of the Connection Point.

**Appendix G Connection Application**

CONNECTION APPLICATION FORM

Connectee	ContourGlobal Terra 6 s.à r.l.
Contact person	Chief Executive Officer and General Counsel
Connectee contact details	CGK_CEO@contourglobal.com CGK_GC@contourglobal.com
Proposed substation location <i>Attach site map</i>	Likely the Kosovo B substation; however, the precise substation location will be determined under the study described in the Connection Agreement
Requested completion date	As set forth in the Connection Agreement
Is the connection requirement staged <i>Attach timetable details</i>	As set forth in the Connection Agreement
Connection voltage	Nominal voltage: 400 kV Minimum voltage: 380 kV Maximum voltage: 420 kV
Fuel Type	Lignite
If Hydro attach full hydrological details; If Wind attach meteorological information	n/a
Proposed number of generators and sizes (MW) <i>Attach sketch of proposed substation</i>	One generator with capacity of 430 - 470 MW
Maximum generation (MW)	430 – 470 MW (plus 5% overload capacity)
Minimum Stable Generation (MW)	approximately 30%-40% of maximum generation
Maximum leading MVAr and maximum lagging MVAr	Leading: 0.90 Lagging: 0.85
Connection Responsible Party	Generator

Please supply any other relevant information that will assist the design study	None
Application Fee check enclosed	To follow separately

I the undersigned hereby affirm that all the information supplied above is accurate to the best of my knowledge. I shall advise KOSTT of any significant changes to this data as soon as I am aware of it.

Name and Position: Deemed signed upon execution of the Connection Agreement

Signature: \_\_\_\_\_

Date: \_\_\_\_\_