

## **CONSERVATION AND FIRE-FIGHTING MEASURES**

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**A. CONTRACT AND ITS INTERPRETATION**

**1. The PARTIES**

**the PURCHASER:**

**Exportní garanční a pojišťovací společnost, a.s.**

registered office at:

Vodičkova 34/701, 11121 Praha 1, Czech Republic

entered in the Commercial Register kept by the Municipal Court in Prague, Section B, Insert 1619

acting through:

[REDACTED]

person authorized to represent the company in business matters:

[REDACTED]

person authorized to represent the company in technical matters:

[REDACTED]

ID No:

[REDACTED]

Tax ID No:

[REDACTED]

**and**

**the CONTRACTOR:**

**ŠKODA PRAHA a.s.**

registered office at:

Duhová 1444/2, 140 00 Praha 4, Czech Republic

registered in the Commercial Register kept by

Section B, Entry 372

acting through:

Municipal Court in Prague, Czech Republic,

[REDACTED]

person authorized to represent the company in business matters:

[REDACTED]

person authorized to represent the company in technical matters:

[REDACTED]

ID No:

[REDACTED]

Tax ID No:

[REDACTED]

Bank details:

[REDACTED]

**and**

**the adjoining parties  
the OWNER as an adjoining party:**

**Adularya Enerji Elektrik Üretimi ve Madencilik A.S.**

registered office at: Mutlukent Mah. 1942. Cad. No:45 Çayyolu Çankaya / ANKARA

registered in the Commercial Register kept by acting through: Ankara Chamber of Commerce

person authorized to represent the company in business matters:

person authorized to represent the company in technical matters:

ID No:

Tax ID No:

**and  
the CEB as an adjoining party:**

**Česká exportní banka, a.s.**

registered office at:

Vodičkova 34/701, Prague 1, 111 21, Czech Republic

registered in the Commercial Register

kept by

Municipal Court of Prague, Section B, file No. 3042

acting through:

person authorized to represent the company in business matters:

ID No:

Tax ID No:

Bank details:

**hereby conclude the following**

CONTRACT, whereby the CONTRACTOR undertakes to execute the WORK referred to in Article 9 of the CONTRACT, and the PURCHASER undertakes to pay the CONTRACT PRICE stated in article 13 of the CONTRACT, subject to the conditions set forth in the CONTRACT.

**2. TERMS AND DEFINITIONS**

2.1 In this CONTRACT, words and terms will be interpreted and understood for its purposes as set out below.

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[Redacted text block 12]



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

2.45 [REDACTED] Headings in the CONTRACT are provided for ease of reference only, and shall not be used for the purpose of its interpretation.

2.46 If the CONTRACT stipulates that any communication, approval, consent, confirmation or appointment of any person is issued or made, such communication, approval, consent, confirmation or appointment, unless otherwise specified, is to be made in writing, and the words “communicate, approve, confirm, appoint” must also be interpreted in this manner. This does not create an amendment to the CONTRACT. Any such approval, consent, confirmation or appointment must not be unduly postponed or withheld.

2.47 For the avoidance of any doubt the PARTIES agreed that:

- (i) This paragraph 2.4 shall not apply in case of and for procedures of negotiating, offering or and accepting CHANGES to the CONTRACT, amendments to the CONTRACT;
- (ii) Subject to paragraph 2.4 (i) above, notwithstanding anything else stated in the CONTRACT, should the PURCHASER be entitled or obliged to issue any approval, confirmation, consent, protocol or certificate (including for the purposes of milestone payments) under the CONTRACT, then the PURCHASER shall, unless different period is expressly specified in the CONTRACT, within 14 DAYS as of delivery of respective CONTRACTOR’s notice or application to the PURCHASER give any such approval, confirmation, consent, protocol or certificate or reject it with giving reasons referring to a specific breach or non-compliance of the CONTRACT by the CONTRACTOR. If the PURCHASER does not give or reject respective approval, confirmation, consent, protocol or certificate within the time period in accordance with the preceding sentence, then such approval, confirmation, consent or certificate of the PURCHASER shall be upon expiry of the respective time period deemed as given or issued by the PURCHASER.

2.48 If the PURCHASER or CONTRACTOR decides not to exercise a right under the CONTRACT, this may not be construed as a waiver of such a right.

### **3. LEGAL INTERPRETATION OF THE CONTRACT**

3.1 The CONTRACT is concluded in accordance with Section 2586 et seq. of the CIVIL CODE.

3.2 The CONTRACT is based on the GOVERNING LAW in effect on the date of execution of the CONTRACT.

3.3 The GOODS shall comply with requirements of provisions of the LOCAL LAW during execution of the CONTRACT.

3.4 If the amendment of the laws or generally binding regulations or change or non-foreseeability of binding requirements of the authorities, to which a reference is made, affects the performance of the CONTRACT, the PARTIES shall immediately notify each other of such changes in writing and, in the event that the PURCHASER requests a CHANGE to be made, the Article 54 below shall apply.

3.5 The PARTIES hereby declare that this CONTRACT is the result of their mutual negotiations. With regard to this fact, the PARTIES represent that for the purposes of the interpretation of this CONTRACT, none of the PARTIES is considered to be the author of the text of the CONTRACT, and therefore the terms allowing different interpretations cannot be interpreted to the detriment of any of the PARTIES.

#### **3.6 Anti-corruption arrangements**

3.6.1 The PARTIES agree to uphold the highest ethical principles and anti-corruption practices for the duration of this CONTRACT. To achieve this purpose, the PARTIES shall prevent corruption practices, which are understood as offering, promising or handover, as well as requesting or accepting any undue advantage, as well as, in an effort to expedite any proceedings, shall notify the provision or receipt of a reward, inappropriate gift, hospitality, reimbursement, either directly or indirectly, to or from a person in the position of an employee or a member of a governing body of a company or organisation in private or public sector (including a person that makes decisions in any capacity for a company or organization in the private or public sector, or works for it), in order to obtain, retain or direct a transaction or secure any other advantage in the course of the conclusion and performance of this CONTRACT.

3.6.2 The CONTRACTOR shall ensure that the persons influenced or controlled by the CONTRACTOR avoid corruption practices. The CONTRACTOR also undertakes to ask such a person or persons to avoid corruption practices.

3.6.3 The PURCHASER is entitled to withdraw from this CONTRACT if it finds that the CONTRACTOR or its controlling or influential person, or a person controlled or influenced by the CONTRACTOR in accordance with Section 71 et seq. of the Business Corporations Act, has engaged in corruption practices in the performance of this CONTRACT, either directly or through any person that provides for the matters related to the CONTRACT, and has failed to take timely and satisfactory corrective measures.

3.6.4 The CONTRACTOR is entitled to withdraw from this CONTRACT if it finds that the PURCHASER or its controlling or influential person, or a person controlled or influenced by the PURCHASER in accordance with Section 71 et seq. of the Business Corporations Act, has engaged in corruption practices in the performance of this CONTRACT, either directly or through any person that provides for the matters

related to the CONTRACT, and has failed to take timely and satisfactory corrective measures.

#### **4. CONTRACT DOCUMENTATION**

4.1 This CONTRACT consists of the following CONTRACT DOCUMENTATION, which form an integral part of the CONTRACT and which must be observed by the CONTRACTOR during the execution of the WORK:

- of the CONTRACT containing 58 Articles
- re 1 Scope of the WORK, Options
- re 2 *Not used*
- re 3 *Not used*
- re 4 Time Schedule – *will be replaced by the Detailed Time Schedule according to Clause 10.2 of the CONTRACT*
- re 5 Power Plant's Battery Limits Specification
- re 6 Cooperation which the OWNER will spend efforts to provide
- re 7 *Not used*
- re 8 *Not used*
- re 9 *Not used*
- re 10 Price Specifications, Indicative Capacity Plan and Indicative Cost Plan
- re 11 *Not used*
- re 12 *Not used*

4.2 The above-mentioned CONTRACT DOCUMENTATION is to be regarded as a set of documents which complement and explain each other. In the case of ambiguity or conflict, the provisions of Articles of the CONTRACT prevail over the provisions of the above Enclosures. The provisions of the Enclosures take priority in the above order.

#### **5. GOVERNING LAW**

5.1 This CONTRACT is governed by the laws and other generally binding regulations in effect in the territory of the Czech Republic on the date of execution of the CONTRACT (except for the GOODS that shall comply with the LOCAL LAW).

#### **6. RESOLUTION OF DISPUTES**

6.1 In the case of any disputes between the PURCHASER and the CONTRACTOR in connection with or arising from the CONTRACT, including any matters relating to its existence, validity or termination, or the execution of the WORK, whether during the execution of the WORK or after its completion, the PARTIES will endeavour to resolve this dispute or differing view amicably.

- 6.2 Any disputes or claims arising out of or in connection with the CONTRACT, which cannot be settled amicably, will be finally settled by the Municipal Court in Prague subject to GOVERNING LAW.
- 6.3 Unless otherwise stipulated in this CONTRACT or agreed in writing by the PARTIES, the PARTIES shall continue to fulfil their respective contractual obligations in accordance with the Time Schedule and the DETAIL PLAN OF THE WORK even in the event of any disputes, differences or proceedings.


**7. NOTIFICATION**

- 7.1 Unless otherwise stipulated in this CONTRACT, any assertion of claim, delivery of notification, information, etc. under the CONTRACT must be in writing and delivered by email, registered mail or courier to the address of the CONTRACTOR, resp. the PURCHASER shown below in this Article.
- 7.2 Notwithstanding otherwise stated in this CONTRACT, any approval, certificate, consent, determination, notice or request sent by e-mail or fax, by which any right, claim, obligation of either PARTY under the CONTRACT should be established, acknowledged, confirmed, modified, amended, waived or terminated, shall be confirmed by the notifying PARTY within three (3) BUSINESS DAYS of the notice dispatch by courier service or registered letter where any notice sent in this way shall be considered delivered on the DAY of dispatch of the subject e-mail or fax.

7.3 Subject to paragraph 7.2 above:

- (a) a notification sent by **e-mail**, is conclusively presumed delivered on the DAY the e-mail was sent;
- (b) **a notification sent by registered mail or courier** is conclusively presumed sent on the date of the postal receipt of the forwarding post office in the case of registered mail, (or on the DAY of takeover of the consignment by a courier, as evidenced by its confirmation), and delivered on the third (3<sup>rd</sup>) BUSINESS DAY after the date of the postal receipt of the post office (date of takeover of the consignment by a courier from the sender);
- (c) **a written notification** delivered personally is conclusively presumed delivered on the DAY of its handover to the other PARTY, or on the DAY when the handover of such a notification was rejected by the other PARTY;
- (d) any notifications, information, messages, etc. for the **PURCHASER** under the CONTRACT must be sent to the following address:

██████████ For contractual matters: ██████████  
██  
██  
██  
██  
██  
██

- (k) any notifications, information, messages, etc. for the **CONTRACTOR** under the CONTRACT must be sent to the following address:  
For contractual matters: 

tel.: +420 725 727 591

email: [jiri.sokolar@skodapraha.cz](mailto:jiri.sokolar@skodapraha.cz)

For technical matters: Petr Šarhan

tel.: +420 725 648 115

email: [petr.sarhan@skodapraha.cz](mailto:petr.sarhan@skodapraha.cz)

- 7.4 Each of the PARTIES above shall notify each other in writing and without delay, of any changes to its address for the receipt such notifications, or any changes to the telephone numbers or e-mail address.

## ***B. SUBJECT-MATTER OF THE CONTRACT***

### **8. PURPOSE OF THE WORK**

- 8.1 The purpose of the WORK to be executed under this CONTRACT is to provide the conservation and fire-fighting measures in the scope specified in this CONTRACT and its Enclosures in order to prevent damage of great importance to the existing POWER PLANT that might occur without such measures.

### **9. SUBJECT-MATTER OF THE CONTRACT AND SCOPE OF THE WORK**

- 9.1 The CONTRACTOR undertakes to perform the WORK in a scope specified in this CONTRACT and its Enclosures. The scope of the WORK, consisting of the CONSERVATION PART OF THE WORK and the FIRE-FIGHTING PART OF THE WORK, includes, but is not limited to, the following items:
- (a) analysis and evaluation of existing (and ensuring all the necessary) surveys, documents, information and data provided by the PURCHASER needed for the execution of the WORK;
  - (b) preparation of the BASIC CONSERVATION PLAN, the BASIC FIRE-FIGHTING PLAN, the DETAIL PLAN OF THE WORK and the AS-BUILT, which are necessary for the proper execution of the WORK in accordance with the CONTRACT and with the provisions of the LOCAL LAW to the extent defined in the CONTRACT;
  - (c) preparation and submission of all other necessary and required documentation as specified in the Enclosures to the CONTRACT;
  - (d) delivery and installation of the OFFSHORE PART OF THE WORK and the ONSHORE PART OF THE WORK to the extent and under the conditions stipulated by the CONTRACT;
  - (e) removal of all waste generated by the CONTRACTOR's activities during the execution of the WORK (including complete waste management – sorting, collection, transport, further recovery, recycling, waste storage);
  - (f) acquisition and submission of certificates concerning quality, tests of materials, the course of assembly, completeness, conducted tests, required inspection reports, protocols, permits, attestations, approvals and certificates required for the execution of the WORK to the extent, in a scope and under the conditions specified by the CONTRACT;

- (g) provision of USE RIGHTS and any other rights required for the use of the WORK, including the relevant documentation, to the extent and under the conditions required by the CONTRACT;
  - (h) training of the OWNER's employees to the extent and under the conditions specified in the CONTRACT;
  - (i) keeping construction SITE diaries;
  - (j) provision for administrative requirements, transport to and from the SITE, customs and insurance of all GOODS, materials, components, etc. necessary for the execution of the WORK;
  - (k) providing warranties and guarantees for the WORK to the extent specified in the CONTRACT; and
  - (l) removing any defects attributable to the CONTRACTOR that may occur during the WARRANTY PERIOD.
- 9.2 For purpose of clarifying paragraph 58.3 of the CONTRACT, the PURCHASER and the CONTRACTOR agreed that engineering activities in the OFFSHORE PART OF THE WORK performed by the CONTRACTOR before the signing the CONTRACT, namely in the period from 29.1.2018 till the EFFECTIVE DATE shall become integral part of the WORK under this CONTRACT.
- 9.3 The scope of the WORK is detailed and specified in Enclosure 1 to this CONTRACT.

## **10. COMMENCEMENT AND COMPLETION OF THE WORK**

- 10.1 The CONTRACTOR must execute the WORK in accordance with the conditions of the CONTRACT, observe the performance deadlines specified in the Time Schedule (Enclosure 4) and in the detailed Time Schedule as per paragraph 10.2 below.
- 10.2 The WORK is to be executed in accordance with the provisions of the CONTRACT, in particular with Enclosure 4 thereto – the (basic) Time Schedule. The CONTRACTOR shall till the date specified in Enclosure 4 prepare and submit to the PURCHASER the detailed DETAIL PLAN OF THE WORK and within the same period the CONTRACTOR shall prepare and submit to the PURCHASER the detailed Time Schedule. The detailed Time Schedule and DETAIL PLAN OF THE WORK shall include the CONTRACTOR's and its SUB-CONTRACTOR's plans for the execution of the WORK. The detailed Time Schedule will replace the basic Time Schedule and will be attached as an updated Enclosure 4 to this CONTRACT.
- 10.3 The performance of the man-day based part of the WORK is concluded for a definite period till 31.7.2018.
- 10.4 The BASIC CONSERVATION PLAN, the BASIC FIRE-FIGHTING PLAN, the DETAIL PLAN OF THE WORK and the AS-BUILT and other documentation pursuant to Enclosure 1 to the CONTRACT is considered delivered upon its acceptance or approval by the PURCHASER in accordance with the CONTRACT.
- The GOODS required for the execution of the WORK are considered delivered upon the delivery of the GOODS to the SITE in accordance with the CONTRACT.
- WORKS and SERVICES on the SITE are considered performed/provided upon their performance/provision on the SITE in accordance with the CONTRACT.
- 10.5 The CONTRACTOR is liable for delays in the Time Schedule resulting from its breach of the CONTRACT. In cases of delays not attributable to the CONTRACTOR, the CONTRACTOR shall

be entitled to adequate adjustment of the Time Schedule and reimbursement of reasonable and properly documented costs incurred due to such delay, except for events of force majeure, where the CONTRACTOR shall only be entitled to adequate adjustment of the Time Schedule.

## **11. OBLIGATIONS OF THE CONTRACTOR**

- 11.1 The CONTRACTOR undertakes to execute the WORK on the SITE in its own name, at its own cost, at its own risk and in accordance with the CONTRACT.
- 11.2 The CONTRACTOR executes the WORK by means of its employees or employees of its SUB-CONTRACTORS and their sub-contractors. All employees of the CONTRACTOR and its SUB-CONTRACTORS carrying out selected activities must have a valid license to carry out these selected activities under the GOVERNING LAW and/or LOCAL LAW and any relevant special regulations as may be in effect during the time necessary for the execution of the WORK.
- 11.3 The CONTRACTOR is an independent CONTRACTOR performing the CONTRACT. In accordance with the CONTRACT, the CONTRACTOR is exclusively responsible for the manner in which the WORK is executed. All employees, agents or SUB-CONTRACTORS hired by the CONTRACTOR to perform the CONTRACT are under the sole control of the CONTRACTOR, and are not considered the PURCHASER's employees, and no provision contained in this CONTRACT or any subcontract entered into by the CONTRACTOR may be construed as a provision establishing a direct contractual relationship between these employees, agents or SUB-CONTRACTORS and the PURCHASER. The CONTRACTOR must ensure and finance all SUB-CONTRACTOR's works and is liable in respect of them in full. The CONTRACTOR must not allow any encumbrance, pledge or the reservation of ownership on any part of the WORK, including parts supplied by any SUB-CONTRACTOR.
- 11.4 The CONTRACTOR and its SUB-CONTRACTORS shall execute the WORK with professional care, and shall not endanger the safety of the POWER PLANT. The CONTRACTOR shall supply or execute the GOODS, WORKS, USE RIGHTS and SERVICES covered by the CONTRACT in the scope and quality as stipulated by the CONTRACT.
- 11.5 The CONTRACTOR undertakes to comply in accordance with the CONTRACT with all applicable generally binding legal regulations and implementing regulations relating to the WORK.
- 11.6 The CONTRACTOR confirms that it has concluded the CONTRACT based on professional care and detailed review of the data relating to the WORK received from the PURCHASER, and information that the CONTRACTOR could have reasonably obtained by inspecting the SITE.
- 11.7 In addition to the above, the CONTRACTOR hereby declares that using all such knowledge, experience, documents and instructions, it shall fulfil its obligations under this CONTRACT in a timely and proper manner as defined in the CONTRACT, for the agreed CONTRACT PRICE, without making the fulfilment of its obligations conditional upon the provision of cooperation other than that which has been agreed in this CONTRACT.
- 11.8 If any data submitted by the OWNER under the CONTRACT is insufficient, misleading or incomplete for the performance of the CONTRACT, the CONTRACTOR is obliged to request the missing data. The OWNER will spend efforts to provide the CONTRACTOR with such missing data or clarify such data. The PURCHASER will spend efforts to ensure that OWNER will make effort to provide such missing data or clarify such data.

- 11.9 The CONTRACTOR shall obtain, at its own expense, all authorizations, approvals, licenses, permits, approvals or authorizations related to the WORK from state or local authorities or administrative institutions in the Turkey which are expressly stated in Enclosure 1.
- 11.10 If the CONTRACTOR finds out that the actual conditions at the SITE influencing the execution of the WORK are unforeseeable or different from the information it has received himself or from the PURCHASER prior the conclusion of the CONTRACT, the CONTRACTOR is obliged to inform the PURCHASER of this fact without delay and Article 54 of the CONTRACT – CHANGES to the WORK shall apply.
- 11.11 If the CONTRACTOR uses equipment, tools, scaffolding, etc., provided to it by or in connection with the CONTRACT by the OWNER, the CONTRACTOR shall do so in accordance with generally binding regulations and at its own risk and, in accordance with Article 47, is liable for any damage or other losses incurred as a result of such use.

## **12. COOPERATION OF THE OWNER**

- 12.1 The OWNER spend efforts to provide assistance in obtaining all permits, licenses, approvals or authorizations from state or local authorities or administrative institutions in the Turkey as required by such authorities or institutions that are outside the obligation of the CONTRACTOR under the CONTRACT and are necessary for execution of the WORK.
- 12.2 Further, the OWNER spend efforts to provide assistance and cooperation in the scope specified in Enclosure 6 to the CONTRACT.
- 12.3 The CONTRACTOR agrees that if the OWNER is in delay with making any effort in order to provide its cooperation, and such a delay has objectively no effect on the CONTRACTOR in the execution of the WORK, or the execution of the WORK within the deadlines under the CONTRACT, the CONTRACTOR does not become entitled to the extension of any deadline under the CONTRACT or a change in the CONTRACT PRICE.
- 12.4 The CONTRACTOR and the PURCHASER agree that if the OWNER is in delay with provision of its cooperation for more than seven (7) DAYS and such a delay affects the CONTRACTOR in the execution of the WORK or the execution of the WORK within the deadlines under the CONTRACT, then the CONTRACTOR will be deemed as instructed by the PURCHASER to interrupt execution of the WORK under the conditions of Article 55 of the CONTRACT and the CONTRACTOR will be entitled to such interruption.
- 12.5 The exclusion of OWNER's liability for breach or delay in making any effort in order to provide its cooperation is specified in paragraph 51.3 of the CONTRACT.
- 12.6 For the avoidance of any doubt and notwithstanding anything else stated in this Agreement, should the OWNER not provide assistance and cooperation in the extent as described in this Agreement, the CONTRACTOR shall not be obliged to ensure such assistance or cooperation through other sources and the CONTRACTOR shall be released from performance of the related WORK unless otherwise agreed between the PARTIES under the Article 54 of the CONTRACT.

## **C. PAYMENTS**

### **13. CONTRACT PRICE**



13.1 The CONTRACT PRICE for the complete execution of the WORK consists of the OFFSHORE PRICE and the ONSHORE PRICE.

13.1.1 Certain parts of the CONTRACT PRICE are calculated on the basis of “*man-day rates*” or on a “*cost + fee*” basis, therefore the PURCHASER and the CONTRACTOR agreed on the Indicative Capacity Plan and the Indicative Cost Plan that are attached in ENCLOSURE 10 of the CONTRACT.

13.1.2 Based on the Indicative Capacity Plan and the Indicative Cost Plan the PURCHASER and the CONTRACTOR agreed that the aggregate amount of the CONTRACT PRICE denominated in the CZK shall not exceed a cap [REDACTED] (eight hundred).

13.1.3 The CONTRACTOR shall on a monthly basis reports the PURCHASER about the aggregate amount of CONTRACT PRICE achieved in previous MONTH and its forecast for the following MONTHS. If the aggregate CONTRACT PRICE should exceed the cap specified in paragraph 13.1.2 above then the CONTRACTOR shall at least one MONTH in advance notify the PURCHASER thereof together with giving reasons, calculations and respective explanations. Any CHANGE of the cap of the aggregate CONTRACT PRICE specified in paragraph 13.1.2 above shall be agreed within a change procedure under Article 54 of the CONTRACT in a form of a written amendment to the CONTRACT signed by the CONTRACTOR and the PURCHASER.

13.1.4 For the avoidance of any doubt, should the cap mentioned in paragraph 13.1.2 be reached, the CONTRACTOR shall be entitled to suspend all WORK under this AGREEMENT unless and until the PURCHASER agrees with the CONTRACTOR on an amendment to the CONTRACT pursuant to paragraph 13.1.3 above. Paragraph 55.1 of the CONTRACT shall apply mutatis mutandis for the suspension according the preceding sentence.

13.2 **The OFFSHORE PRICE** is payable in CZK.

13.2.1 The OFFSHORE PRICE is composed of

(a) the fixed lump sum for elaboration and submission of the BASIC CONSERVATION PLAN, the BASIC FIRE-FIGHTING PLAN, the DETAIL CONSERVATION PLAN and the DETAIL FIRE-FIGHTING PLAN [REDACTED] (one hundred sixty five thousand);

(b) the price for the remaining part of the WORKS and SERVICES of the OFFSHORE PART OF THE WORK to be executed by the CONTRACTOR shall be calculated on the **basis of “man-day rates”** of the CONTRACTOR’s employees as specified in Enclosure 10 to the CONTRACT.

13.2.2 The OFFSHORE PRICE is further comprised of

(i) the price for the CONSERVATION PART of the OFFSHORE PART OF THE WORK and

(ii) the price for the FIRE-FIGHTING PART of the OFFSHORE PART OF THE WORK.

13.2.3 The above OFFSHORE PRICE includes all taxes, duties and other fees paid by the CONTRACTOR during the execution of the OFFSHORE PART OF THE WORK, except for the value added tax payable in the Czech Republic, which will be charged by the CONTRACTOR in accordance with the applicable legal regulations.

13.2.4 The breakdown of the OFFSHORE PRICE is described in Enclosure 10 to the CONTRACT.

13.3 **The ONSHORE PRICE** is payable in EUR.

13.3.1 The ONSHORE PRICE is composed of

- (a) the price for the part of the ONSHORE PART OF THE WORK to be supplied through the local Turkish SUB-CONTRACTORS, which shall be calculated on the **“cost + fee” basis** specified in Enclosure 10 to the CONTRACT. The fee added to the cost price shall amount to 15 % of the respective unit cost price;
- (b) the price for the part of the WORKS and SERVICES of ONSHORE PART OF THE WORK to be supplied directly by the CONTRACTOR shall be calculated on the **basis of “man-day rates”** of the CONTRACTOR’s employees as specified in Enclosure 10 to the CONTRACT;
- (c) **price of minor cost, items and expenditures** which (i) have not been specified in the Enclosure 10 to the CONTRACT, (ii) could not be foreseen by the CONTRACTOR before entering into the CONTRACT, (iii) are necessary for the proper execution of the WORK, and (iv) their aggregate price does not exceed the **budgetary limit** of EUR 5.000,- per calendar MONTH plus 5% management fee on the cost, items and expenditures, will be charged by the CONTRACTOR without prior PURCHASER’s approval as per their actual expenditure up to the above stated budgetary limit. The CONTRACTOR shall keep records of all bought items within the budgetary limit together with notes of their location or manner of use.

13.3.2 The ONSHORE PRICE is further comprised of the part of

- (i) the price for the CONSERVATION PART of the ONSHORE PART OF THE WORK, and
- (ii) the price for the FIRE-FIGHTING PART of the ONSHORE PART OF THE WORK.

13.3.3 The price of cost, items and expenditures which (i) have not been specified in the Enclosure 10 to the CONTRACT, (ii) could not be foreseen by the CONTRACTOR before entering into the CONTRACT, (iii) are necessary for the proper execution of the WORK, and (iv) their individual and/or aggregate price exceeds the budgetary limit stated in paragraph 13.3.1 (c) of the CONTRACT, will be considered as a CHANGE and procedure of Article 54 of the CONTRACT shall apply. For the avoidance of any doubt, CONTRACTOR shall in no case be obliged to execute any change unless and until such Change is agreed between the PURCHASER and CONTRACTOR in accordance with Article 54 of the CONTRACT.

13.3.4 The above ONSHORE PRICE includes all taxes, duties and other fees paid by the CONTRACTOR during the execution of the ONSHORE PART OF THE WORK, except for the value added tax payable in the Turkey and withholding tax which will be charged by the CONTRACTOR to the PURCHASER in accordance with the applicable legal regulations.

13.3.5 The detailed breakdown of the ONSHORE PRICE is described in Enclosure 10 to the CONTRACT.

13.3.6 The ONSHORE PRICE will be charged through the CONTRACTOR’s permanent establishment in Turkey with local VAT:

- SKODA PRAHA A.S. MERKEZİ ÇEK CUMHURİYETİ TÜRKİYE ŞUBESİ

- 13.4 The CONTRACTOR understands that the prices specified in this CONTRACT are complete, corresponding to the purpose of the WORK under this CONTRACT and, unless otherwise agreed, include the costs of WORKS which the CONTRACTOR bears under this CONTRACT, including, but not limited to, any and all costs and expenses (including all taxes, duties, licensing and concession fees) as well as the amounts paid out, such as the costs of work permits in the Turkey that may be required for the preparation of the project, engineering, procurement, supplies, deliveries, supervision of the WORK.

#### 14. PAYMENT TERMS

- 14.1 All eligible payments associated with the OFFSHORE PART OF THE WORK are to be made in CZK in accordance with paragraph 13.2 of the CONTRACT. All eligible payments associated with the ONSHORE PART OF THE WORK are to be made in EUR in accordance with paragraph 13.3 of the CONTRACT.

- 14.2 The CONTRACTOR's requests for payments will be submitted to the PURCHASER in writing in the form of an invoice with a proper description of the subject matter of the respective part of the OFFSHORE PRICE or ONSHORE PRICE, along with the other documents required in accordance with the CONTRACT, and after the CONTRACTOR has fulfilled the respective obligations prescribed by the CONTRACT.

Unless the CONTRACTOR is instructed otherwise by the PURCHASER, the invoices must be delivered to the email address below (such delivery to be followed by registered mail):

platby@egap.cz

The DAY of delivery of an invoice shall be the day of the email mentioned above, provided the email is followed by registered mail delivered to the PURCHASER within three (3) BUSINESS DAYS from the date of the email. In case the registered mail is not delivered in accordance with the preceding sentence, the day of delivery of an invoice shall be the date of delivery of the registered mail containing such invoice.

- 14.3 The CONTRACTOR acknowledges and agrees that the invoices for the individual payments of the CONTRACT PRICE may be issued only if they are compliant with articles 14.4 and 14.5; without complying with conditions of articles 14.4 and 14.5 the CONTRACTOR is not entitled to issue the invoice to the PURCHASER, its payment due time limit does not commence, and the PURCHASER will in no case be in default with the payment of the CONTRACT PRICE.

- 14.4 The PURCHASER shall pay the CONTRACTOR the OFFSHORE PRICE and its respective parts in accordance with the following payment terms:

14.4.1 **the part of the OFFSHORE PRICE** specified under paragraph 13.2.1(a) of the CONTRACT will be paid upon submission of the BASIC CONSERVATION PLAN, the BASIC FIRE-FIGHTING PLAN, the DETAIL CONSERVATION PLAN and the DETAIL FIRE-FIGHTING PLAN by a bank transfer within fifteen (15) DAYS after the receipt of the following documents:

- (a) CONTRACTOR's invoice for value of 100% of the part of the OFFSHORE PART OF THE WORK specified in paragraph 13.2.1(a) of the CONTRACT; and
- (b) the hand-over protocol of this part of the OFFSHORE PART OF THE WORK approved by the PURCHASER.

- 14.4.2 **the part of the OFFSHORE PRICE** specified under paragraph 13.2.1(b) of the CONTRACT will be paid in arrears on monthly basis by a bank transfer within fifteen (15) DAYS after the receipt of the following documents:
- (a) CONTRACTOR's invoice for a price of that part of the OFFSHORE PART OF THE WORK which has been performed in previous calendar MONTH; and
  - (b) by the PURCHASER approved (i) the monthly man-day timesheets (with calculation of man-day rates as per paragraph 13.2.1 (b) of the CONTRACT), all for that part of the OFFSHORE PART OF THE WORK which has been performed in previous calendar MONTH.
- 14.5 The PURCHASER shall pay the CONTRACTOR the ONSHORE PRICE and its respective parts in accordance with the following payment terms:
- 14.5.1 **the ONSHORE PRICE** will be paid in arrears on monthly basis by a bank transfer within fifteen (15) DAYS after the receipt of the following documents:
- (a) CONTRACTOR's invoice for a price of that part of the ONSHORE PART OF THE WORK which has been performed in previous calendar MONTH; and
  - (b) by the PURCHASER approved (i) the monthly list of supplies of the SUB-CONTRACTORS on the basis "*cost + fee*" (with calculation of the fee as per paragraph 13.3.1 (a) of the CONTRACT), and/or (ii) the monthly man-day timesheets (with calculation of man-day rates as per paragraph 13.3.1 (b) of the CONTRACT), and/or (iii) monthly list of minor expenditure (within the budgetary limit as per paragraph 13.3.1 (c) of the CONTRACT); all for that part of the ONSHORE PART OF THE WORK which has been performed in previous calendar MONTH.
- 14.6 The invoices for the performed OFFSHORE PART OF THE WORK issued by the CONTRACTOR will serve as a tax document, and will be issued without undue delay but not later than fifteen (15) DAYS from the DAY of taxable fulfilment, and must comply with all the elements of a tax document in accordance with all relevant generally binding legal regulations in the Czech Republic applicable as of the invoice date.
- 14.7 The invoices for the performed ONSHORE PART OF THE WORK issued by the permanent establishment of the CONTRACTOR in Turkey will serve as a tax document, and will be issued without undue delay but latest within the applicable time periods given by the Turkish accountancy and tax laws and must comply with all the elements of a tax document in accordance with all relevant generally binding legal regulations in the Turkey applicable as of the invoice date.
- 14.8 All CONTRACTOR's invoices – tax documents must contain the following data:
- Business name, registered office or place of business or / permanent establishment of the CONTRACTOR providing taxable performance;
  - Business name, registered office of the PURCHASER, including the name of the representative for business matters;
  - Invoice number;
  - Date of the document;
  - All the elements of a tax document in accordance with all applicable generally binding legal regulations applicable as of the invoice date;
  - Total price and its calculations;

- CONTRACT Number of the CONTRACTOR: 20180528-101, and a title of the WORK;
  - Name, code and SWIFT of the CONTRACTOR's bank;
  - Account number, including the IBAN, to which the payment is to be made;
  - Invoice due date in accordance with the CONTRACT;
  - Signature and stamp of the CONTRACTOR.
- 14.9 The PURCHASER is entitled within 5 (five) BUSINESS DAYS from the delivery of the invoice to return an invoice to the CONTRACTOR without the payment if the invoice does not have material elements mentioned in this article 14 of the CONTRACT. Together with the return of the invoice, the PURCHASER shall inform the CONTRACTOR of the reasons for the return. The CONTRACTOR is obliged to correct or modify the invoice, or issue a new invoice. Upon the justified return of an invoice, the original time limit for the payment of the invoice becomes invalid. A new time limit for the payment of the invoice commences on the date when the PURCHASER receives a supplemented, corrected or newly issued invoice with the relevant elements complying with the conditions of the CONTRACT.
- 14.10 The PURCHASER shall pay an invoice that meets the terms of the CONTRACT by a bank transfer to the CONTRACTOR's account within the time limits specified in this article, such a payment to be made after the invoice receipt date and after the receipt of other documents required to make the relevant payment specified in the CONTRACT.
- 14.11 All bank charges and fees of the PURCHASER's bank linked to the PURCHASER's payments to the CONTRACTOR are borne by the PURCHASER; all other bank charges and fees are borne by the CONTRACTOR and are included in the CONTRACT PRICE.
- 14.12 The CONTRACTOR is not entitled to any financial or other advantage for any earlier execution of the WORKS, SERVICES or deliveries of GOODS and USE RIGHTS, or for any earlier performance of the WORK, unless otherwise stipulated in the CONTRACT.
- 14.13 Payments to the CONTRACTOR for any additional work requested by the PURCHASER will be calculated on the basis of the terms of Article 54 below.
- 14.14 No payment made by the PURCHASER pursuant to this provision is considered to constitute acceptance of the WORK or any part thereof by the PURCHASER. No partial payment made by the PURCHASER is considered to constitute the acknowledgement of any debt of the PURCHASER towards the CONTRACTOR within the meaning of Section 2054(2) of the CIVIL CODE (Other manners to acknowledge debt).
- 14.15 The PURCHASER is not in delay with the payment of any invoice – tax document if the invoiced amount was debited from the PURCHASER's account in favour of the CONTRACTOR's account no later than on the due date of the invoice.
- 14.16 The PARTIES have negotiated late payment interest at 1W PRIBOR + 5% p.a. for delayed payments in CZK and 1W EURIBOR + 5% p.a. for delayed payments in EUR. In case of negative PRIBOR or EURIBOR reference rates, such rates shall be considered 0%.
- 14.17 Nothing in this Article 14 of the CONTRACT, excluding paragraph 14.18 below, may be construed as an extension of the period within which the CONTRACTOR must complete the WORK.
- 14.18 If the PURCHASER is in delay in making payments pursuant to this Article 14 of the CONTRACT for more than seven (7) DAYS, then CONTRACTOR will be deemed as instructed by the PURCHASER to suspend execution of the WORK under the conditions of Article 55 of

the CONTRACT and the CONTRACTOR will be entitled to such suspension and/or to reasonable extension of the agreed performance deadlines.

## **15. TAXES AND FEES**

### **15.1 Taxes and fees in the Czech Republic:**

- 15.1.1 With regard to the OFFSHORE PRICE the CONTRACTOR declares that it is a registered payer of the value added tax ("VAT") in the Czech Republic.
- 15.1.2 The OFFSHORE PRICE includes all taxes, customs duties, fees and any other expenses imposed outside the Czech Republic in the course of the execution the OFFSHORE PART OF THE WORK, such foreign taxes and fees are payable by the CONTRACTOR.
- 15.1.3 The CONTRACTOR declares that (i) it is not registered as an unreliable VAT payer in accordance with Section 106a of the Czech VAT Act; and (ii) has provided in this CONTRACT and shall provide in the tax documents issued under this CONTRACT for the payment of the CONTRACT PRICE for the execution of the WORK only the bank account notified to the Czech tax administrator, so that the tax administrator can publish it in accordance with the VAT Act in a manner allowing remote access (the "**Notified Account**"). If the tax document contains an account other than the Notified Account, the PURCHASER is entitled to make the relevant payment to any of the Notified Accounts of the CONTRACTOR. The PARTIES consider a payment to any of the Notified Accounts (i.e. an account other than that shown on the tax document) a proper payment of performance under the CONTRACT.

### **15.2 Taxes and fees in Turkey:**

- 15.2.1 With regard to the ONSHORE PRICE the CONTRACTOR declares that (i) it has established and registered permanent establishment in the territory of Turkey and that (ii) it is a registered payer of the VAT in the Turkey and (iii) the ONSHORE PRICE will be invoiced by the permanent establishment of the CONTRACTOR in Turkey.
- 15.2.2 The ONSHORE PRICE includes all surcharges, insurance (according to Article 52) and other fees, including customs duties and taxes (excl. Turkish VAT and withholding tax) that may be levied in the Turkey in connection with (i) the importation of GOODS, WORKS, SERVICES, etc. from a country other than the Turkey and/or (ii) execution of the ONSHORE PART OF THE WORK in the territory of Turkey.
- 15.3 None of the provisions of this CONTRACT releases the CONTRACTOR of the obligation to pay taxes, which may be levied on the income of the CONTRACTOR and its workers in connection with the performance of the CONTRACT. The CONTRACTOR and its workers are required to meet the obligations imposed on them by laws and other regulations in connection with these taxes and other deductions. These taxes and other deductions are included in the CONTRACT PRICE.
- 15.4 Any customs fees and taxes payable in relation to the CONSTRUCTION EQUIPMENT are paid by the CONTRACTOR; these fees and taxes are included in the CONTRACT PRICE, even if the laws and regulations under which those fees and taxes have been assessed do not allow for the recovery of these amounts by the CONTRACTOR in the case of re-export of the CONSTRUCTION EQUIPMENT from the Turkey.
- 15.5 If any of the amounts related to this Article 15 of the CONTRACT which shall be paid by the CONTRACTOR in accordance with the terms of the CONTRACT or under the laws and regulations of the Czech Republic or Turkey are paid by the PURCHASER on behalf of the

CONTRACTOR in accordance with applicable mandatory law, the CONTRACTOR is obliged to reimburse such amounts to the PURCHASER without delay. If the CONTRACTOR fails to pay such amounts within reasonable time, the PURCHASER is entitled to set off these amounts against any payment due to the CONTRACTOR.

## **16. NOT USED**

### ***D. INTELLECTUAL PROPERTY***

#### **17. LICENSES / USE RIGHTS FOR THE USE OF TECHNICAL INFORMATION**

- 17.1 For the purposes of completion, operation, maintenance, repair, modification or extension of the WORK including individual acts, procedures and processes set forth in the CONTRACT, the CONTRACTOR grants the PURCHASER a non-exclusive, transferable to the OWNER, to any potential future owner or operator of or maintenance provider of the POWER PLANT, and indefinite-period user license (without the right to grant sublicenses) within patents, any other copyrights, intellectual property or industrial rights owned by the CONTRACTOR or a third party from which the CONTRACTOR has obtained the right to grant a licence, and also grants the PURCHASER a non-exclusive, transferable to the OWNER, to any potential future owner or operator of or maintenance provider of the POWER PLANT, and indefinite-period right (without the right to grant sublicenses) to use the technical information provided to the PURCHASER under the CONTRACT. No provision in this paragraph 17.1 of the CONTRACT shall be construed as the transfer of ownership of any patent, trademark, design, copyright, know-how or other intellectual property right from the CONTRACTOR or any third party to the PURCHASER.
- 17.2 The CONTRACT PRICE includes full payment of licence fees for the granting of licences and rights under paragraph 17.1 above.
- 17.3 The copyright to all drawings, documents and other materials containing the data and information supplied by the CONTRACTOR to the PURCHASER is legally retained by the CONTRACTOR; if it is provided to the PURCHASER directly or through the CONTRACTOR by any third party, the copyright to such materials is legally retained by that third party.
- 17.4 The PURCHASER and the CONTRACTOR have agreed to extend the USE RIGHTS to the documentation prepared in accordance with the CONTRACT as follows:
- (a) The PURCHASER and any transferee specified above in paragraph 17.1 of the CONTRACT is entitled to present the documentation to the essential group of third parties that will be selected in a tender to carry out repair, maintenance or operation of the POWER PLANT or the WORK;
  - (b) The PURCHASER undertakes to take steps to avoid the duplication of the above documentation beyond the scope stipulated in this Article of the CONTRACT.
- 17.5 The CONTRACTOR agrees to protect the PURCHASER against all claims and requirements arising from breaches of patent rights, copyrights or rights to trade names or other protective rights in respect of the WORKS, SERVICES, GOODS or USE RIGHTS used for and in connection with the WORK or a part thereof, and shall pay to the PURCHASER, subject to the provisions of Article 47 below, any eligible costs and damages or other losses arising from any claims and requirements due to any breach of any of these rights, as well as any claims, requirements, damages, losses, costs, fees and expenses related thereto.

## **18. PROTECTION OF INFORMATION AND CONTRACT DOCUMENTATION**

- 18.1 The CONTRACTOR undertakes that it will keep confidential all business and technical information, including specifications, plans, drawings, models, etc., as well as other information and materials provided to it and marked as a document (medium) with limited access by the PURCHASER, or which the CONTRACTOR obtains about the PURCHASER during the performance of this CONTRACT, and that it will not use it for personal financial or other benefit or the benefit or needs of third parties, disclose it to third parties without the prior written consent of the PURCHASER and use such information and materials for purposes other than the performance of the CONTRACT. This consent is not required in the case of SUB-CONTRACTORS, but always only to the extent of information necessary for the execution of the WORK by the relevant SUB-CONTRACTOR.
- 18.2 The obligations of confidentiality also apply to SUB-CONTRACTORS and third parties that were provided with the information under paragraph 18.1 by the CONTRACTOR with the consent of the PURCHASER under the conditions of this Article 18 of the CONTRACT. The CONTRACTOR must ensure that such persons will be bound to maintain confidentiality at least to the same extent as the CONTRACTOR itself.
- 18.3 Each document referred to in paragraph 18.1 above, regardless of whether it has been identified by the PURCHASER as a document with limited access, with the exception of the CONTRACT itself, is the property of the PURCHASER, and all of its copies must be returned to the PURCHASER after full performance of the CONTRACT by the CONTRACTOR, if so required by the PURCHASER.
- 18.4 THE PURCHASER shall keep confidential and not disclose to any third party any information or data identified by the CONTRACTOR as a document (medium) with limited access, with the exception of paragraph 18.5 below, and provided that such information or data has to be used for the purposes specified in the CONTRACT, in particular for ensuring the operation, maintenance and renovation of the WORK and the training of the PURCHASER's employees, even if these activities are provided by a third party. If a third party is engaged, the PURCHASER shall bind the third party to maintain confidentiality to the same extent as the PURCHASER itself.
- 18.5 The PURCHASER is entitled, even without the consent of the CONTRACTOR, to disclose, to the extent necessary, the information indicated by the CONTRACTOR as a document (medium) with limited access, which, for the purposes of the CONTRACT:
- (a) is required by state authorities, financial institutions or other authorities and institutions involved in the legal assessment of the WORK, in accordance with statutory requirements;
  - (b) will be necessary for the activities of consultants or other parties involved in the CONTRACT, and the PURCHASER shall ensure that these parties become familiar with the obligations relating to confidentiality under this Article and are bound to fulfil such obligations;
  - (c) will be necessary for the intended transaction of the assignment or sale of assets of the OWNER including the POWER PLANT, and for any potential buyer, new owner, investor, financing institutions, lenders or insurance companies in connection with such transaction.
- 18.6 The obligation to protect documents (media) with limited access lasts for a period determined by the PARTY that initiated such a request. If this PARTY has not specified any period, the obligation to protect documents (media) with limited access automatically



expires after the expiry of the design life of the WORK, unless relevant legislation provides for a longer period.

- 18.7 The following information is exempted from the obligation of the PARTIES to maintain confidentiality of documents (media) with limited access:
- (a) information that is or has become publicly known through no fault of the receiving PARTY or shall be disclosed under legal duty;
  - (b) information that the receiving PARTY lawfully received from a third party not involved in the preparation and execution of the WORK;
  - (c) information for the purposes of usual lists of commercial references; and
  - (d) information for print whose format and content has been approved by the PURCHASER.
- 18.8 The obligations of the PURCHASER to provide information pursuant to Act No 106/1999 Sb., on free access to information, as amended, are not affected by this Article 18 of the CONTRACT.

## ***E. EXECUTION OF THE WORK***

### **19. REPRESENTATIVES OF THE PARTIES**

#### **19.1 PURCHASER'S REPRESENTATIVE**

19.1.1 Unless the PURCHASER'S REPRESENTATIVE is specified in the CONTRACT, the PURCHASER is obliged to appoint the PURCHASER'S REPRESENTATIVE within 14 DAYS after the EFFECTIVE DATE of the CONTRACT and to notify the CONTRACTOR in writing thereof.

All notifications, instructions, information and other communication handed over by the CONTRACTOR to the PURCHASER in accordance with the CONTRACT are handed over to the PURCHASER'S REPRESENTATIVE, unless otherwise stipulated in the CONTRACT.

#### **19.2 CONTRACTOR'S REPRESENTATIVE and SITE Manager**

19.2.1 Unless the CONTRACTOR'S REPRESENTATIVE is specified in the CONTRACT, the CONTRACTOR is obliged to appoint the CONTRACTOR'S REPRESENTATIVE within 14 DAYS after the EFFECTIVE DATE of the CONTRACT and to notify the PURCHASER in writing thereof.

19.2.2 The CONTRACTOR'S REPRESENTATIVE represents and acts on behalf of the CONTRACTOR for the entire duration of the CONTRACT, and submits to the PURCHASER all CONTRACTOR'S notifications, instructions, information and all other communication in accordance with the CONTRACT.

All notifications, communication, notifications, instructions, information and other data submitted by the PURCHASER in accordance with the CONTRACT shall be submitted to the CONTRACTOR'S REPRESENTATIVE, unless otherwise provided in this CONTRACT.

19.2.3 No later than upon the start of WORKS at the SITE, the CONTRACTOR shall set up a SITE Manager's office at the SITE and, at the same time, designate a suitable person to act as the SITE Manager, who will be responsible for the proper functioning of this office. The SITE Manager manages and supervises all WORKS

performed by the CONTRACTOR and its SUB-CONTRACTORS at the SITE, and is required to be present at the SITE during normal working hours throughout the CONTRACTOR's / SUB-CONTRACTOR's activities at the SITE, unless he/she is on leave, ill or absent for reasons connected with the proper performance of the CONTRACT. In the absence of the SITE Manager at the SITE, the SITE Manager is fully represented by a deputy. The PURCHASER or PURCHASER'S REPRESENTATIVE submits all notifications, instructions, information and other communication regarding the WORKS at the SITE to the SITE Manager, or to his/her deputy in the SITE Manager's absence. The SITE Manager must be provided with all the decision-making powers necessary for operational management within the execution of the WORK.

- 19.3 THE PURCHASER has the right to require the CONTRACTOR to remove any person employed by the CONTRACTOR who has been in material breach of its duties arising from the CONTRACT. Such a person may not be re-engaged at the SITE without the prior consent of the PURCHASER. The PURCHASER shall provide the CONTRACTOR with a justified request for the removal in the writing demonstrating breach of the said duties; the CONTRACTOR shall comply with this request without undue delay. Any such person removed from the SITE must be replaced promptly by the CONTRACTOR by another suitable person.

## **20. INFORMATION FOR THE PURCHASER**

- 20.1 When preparing all documents under this CONTRACT (here referred to as "**information**"), the CONTRACTOR shall apply the knowledge, experience, diligence and professional care as necessary for the engineering of the WORK complying with the CONTRACT.
- 20.2 Any such information submitted by the CONTRACTOR, or required by the CONTRACTOR for the purpose of submitting information to the PURCHASER for evaluation shall be prepared by the CONTRACTOR at its own expense and shall be prepared in accordance with the requirements of the CONTRACT. All information submitted by the CONTRACTOR shall be in **English** unless otherwise agreed by the PARTIES in writing. Documentation for the purposes of construction procedures, operating instructions and maintenance regulations shall be prepared in English.
- 20.3 **Progress/Status Reports**

The CONTRACTOR shall inform the PURCHASER about its activities and its progress. In this context, the CONTRACTOR shall prepare and issue periodic progress reports, whose basic content, form, number, time and frequency is provided below. Implementation difficulties that occur during construction will be described in the summary section of the report.

The reports described in this paragraph will be used to monitor the status and progress of the CONTRACTOR's WORK. The reports to be submitted by the CONTRACTOR include, in particular:

- (a) SITE Diary

The CONTRACTOR shall prepare on the SITE a daily report by means of a note in the SITE Diary describing the progress of WORKS for the previous DAY. The entries in the SITE Diary cannot be used to initiate or implement CHANGES to the CONTRACT relating to the subject-matter, price, quality and performance deadlines.

Individual daily records shall be recorded in the SITE Diary by the authorized CONTRACTOR'S REPRESENTATIVE. The SITE Diary shall be only in electronic format.

(b) Fortnight's Report

Every 1<sup>st</sup> and 15<sup>th</sup> DAY of each MONTH, the CONTRACTOR shall prepare and hand over to the PURCHASER the report for the preceding fortnight, which shall summarize the progress and extent of WORKS performed in the previous fortnight (completed WORKS, GOODS, SERVICES and USE RIGHTS).

The reports will indicate the amount of WORKS done or completed for each activity of the WORK. These reports on the amount of performed WORKS allow the CONTRACTOR or the PURCHASER to compile reports on the percentage progress towards the individual activities concerning the WORK and the CONTRACT as a whole.

(c) Progress meetings

On the dates scheduled by the PURCHASER, the PURCHASER and the CONTRACTOR shall hold progress meetings where they will discuss the progress in the performance of the CONTRACT achieved by the CONTRACTOR. The time and venue of these meetings will be mutually agreed depending on the subject to be discussed. Procedural issues of progress meetings may be further agreed at the first meeting.

## **21. CONTRACTS WITH SUB-CONTRACTORS**

21.1 The CONTRACTOR shall make the best effort that all its subcontracts include explicit provisions stipulating that the CONTRACTOR is entitled to assign the rights and obligations under these subcontracts to the PURCHASER, in cases stipulated in this CONTRACT. It is also obliged to make the best effort that the subcontracts contain arrangements and obligations of SUB-CONTRACTORS similar to the arrangements and obligations of the CONTRACTOR pursuant to Articles 17 [Licences / USE RIGHTS for the use of technical information]; 18 [Protection of information and CONTRACT DOCUMENTATION]; 42 [Waste management, environmental protection]; 49 [Transfer of ownership right]; paragraphs 56.2 [Withdrawal from the CONTRACT as a result of breach of the CONTRACT by the CONTRACTOR]; and article 57 [Assignment, set-off and retention right].

## **22. STANDARDS AND REGULATIONS**

22.1 The GOODS delivered under this CONTRACT must comply with all mandatory binding legal regulations of the LOCAL LAW in force and binding decision of the authorities relating to the WORK.

22.2 The use of the international standards is only possible if their requirements and demands are equal to or more stringent than the standards applicable under the LOCAL LAW.

22.3 The WORK not meeting the requirements of this Article 22 shall be rejected by the PURCHASER, and the CONTRACTOR shall, at its own expense and risk, bring the WORK in compliance with this Article 22.

## **23. ENGINEERING WORK, DOCUMENTATION**

- 23.1 The CONTRACTOR shall perform engineering work in accordance with the CONTRACT, or, where no such provisions exist, in accordance with the EU norms or good engineering practice.
- 23.2 The CONTRACTOR is liable for any discrepancies, errors or omissions in the specifications, drawings and other technical documentation prepared by the CONTRACTOR, regardless of whether or not those specifications, drawings or other documentation have been approved by the PURCHASER, unless the CONTRACTOR is liberated from such liability pursuant to paragraph 23.3 below.
- 23.3 The CONTRACTOR is not liable for the consequences of incorrect orders or information provided to it by or on behalf of the PURCHASER/OWNER, provided that the CONTRACTOR has clearly and demonstrably notified the PURCHASER in writing without undue delay of the inaccuracy of such orders and information and the PURCHASER insisted on their execution or use, or in the event that the CONTRACTOR was not able to reasonably ascertain the inaccuracy of such orders or information. The PARTIES exclude the application of Section 2594 (2), (3) and (4) (*Notification of the purchaser by the contractor*) and Section 2595 (*Unsuitable order of the purchaser, Withdrawal of the contractor*) of the CIVIL CODE to their mutual relationships established by this CONTRACT.
- 23.4 All costs of consumed material and costs associated with such submission of the CONTRACTOR's documentation are borne by the CONTRACTOR and are included in the CONTRACT PRICE.
- 23.5 The approval or inspection of CONTRACTOR's documentation by the PURCHASER, whether or not with any modifications, does not in any way release the CONTRACTOR from the liability for defects in the documentation, or the CONTRACTOR's undertaking arising from the CONTRACT.

## **24. NOT USED**

## **25. DELIVERIES AND DOCUMENTS**

- 25.1 The documents related to the delivery of all items of the OFFSHORE PART OF THE WORK to the SITE from abroad (documents concerning customs, insurance, transport, taxes, origin of GOODS, etc.) are provided for, handled and registered by the CONTRACTOR.
- 25.2 The CONTRACTOR shall deliver all items of the ONSHORE PART OF THE WORK to the SITE, and be responsible for all taxes, insurance, freight and other fees, the provision for licences, permits, etc. associated with the delivery of GOODS to their destination. Documents relating to the delivery of GOODS to the SITE (documents concerning insurance, transport, taxes, etc.) are provided for, handled and registered by the CONTRACTOR, except for taxes and other fees in connection with permits to be obtained by the PURCHASER/OWNER in accordance with the LOCAL LAW in force.

## **26. PACKAGING INSTRUCTIONS**

The CONTRACTOR shall provide for protective and thermal insulation which prevents damage from moisture, rain, shock and corrosion, where necessary depending on the different characteristics and requirements for the equipment, in order to ensure safe transport to and storage of the GOODS at the SITE.

- 26.1 The CONTRACTOR shall mark each package intended for transport (for example) as follows:

Project: Adularya Power Plant

Address: Koyunağlı Köyü Mah. (Mevkii) 26900 Mihallıççık /Eskişehir, Turkey

Delivery No:

26.2 Depending on the nature of the GOODS being shipped and the different requirements for transport, loading and unloading, the CONTRACTOR shall distinctively mark all packaging with the labels "Handle with care", "This way up", "Keep dry", "Fragile", "Keep away from heat", etc., and other relevant internationally recognised labels.

Each package shall contain, in a duplicate, the dispatch note and a certificate of quality and completeness, which must be protected against damage during transport.

## **27. TRANSPORT AND STORAGE OF DELIVERIES**

27.1 The CONTRACTOR shall, at its own risk and cost, transport any and all GOODS to the SITE using the method of transport considered most suitable for the given type of equipment by the CONTRACTOR.

## **28. QUALITY MANAGEMENT SYSTEM OF THE WORK**

28.1 The CONTRACTOR declares that it has a quality management system in place which is established, documented and certified in accordance with the recommendations of EN ISO 9001:2009, or any other quality system that meets at least the requirements of this standard.

**29. NOT USED**

**30. NOT USED**

**31. NOT USED**

**32. NOT USED**

**33. NOT USED**

**34. NOT USED**

**35. NOT USED**

**36. NOT USED**

**37. TRAINING OF STAFF OF THE OWNER**

37.1 The CONTRACTOR shall provide for the training of the OWNER's staff in accordance with Enclosure 1 to the CONTRACT.

**38. NOT USED**

**39. NOT USED**

**40. SITE AND ITS CLEANING**

40.1 Upon the completion of any part of the WORK, the CONTRACTOR shall in technically reasonable time remove any unnecessary equipment, material or temporary objects produced by the CONTRACTOR. Upon the completion of any part of the WORK, the CONTRACTOR shall, at its own expense and at the premises designated by the PURCHASER, store all waste, unused materials and other equipment and materials produced by the CONTRACTOR in its execution of the WORK.

**41. OCCUPATIONAL SAFETY**

41.1 The CONTRACTOR is obliged to execute the WORK in compliance with all the applicable and effective mandatory legal regulations for ensuring OSH, fire protection and environmental protection, and is fully liable for their breach.

41.2 The responsible CONTRACTOR'S REPRESENTATIVE is obliged to:

- (a) perform the OSH, fire protection and environmental protection training for all employees who participate in the WORKS under the CONTRACT;
- (b) on each arrival of a new employee before the start of the WORKS, provide training on regulations concerning occupational safety and health, fire protection and environmental protection; and
- (c) make a record of the above training, including names, ID card numbers and signatures of the trained employees in the SITE Diary.

**42. WASTE MANAGEMENT, ENVIRONMENTAL PROTECTION**

42.1 During the execution of the WORK, the CONTRACTOR is regarded as the producer of waste generated by him during execution of the WORKS, including municipal waste. To this extent, the CONTRACTOR must therefore fulfil the obligations of a waste producer within the meaning of relevant LOCAL LAW. The waste generated during the CONTRACT is managed by the CONTRACTOR at its expense.

42.2 The CONTRACTOR shall manage waste generated by him during the execution of the WORK. The CONTRACTOR shall immediately inform the PURCHASER/OWNER about the situation concerning the leakage of oil or other substances.

42.3 Any damage and costs arising from improper waste management are borne by the CONTRACTOR to the extent under responsibility of the CONTRACTOR under the CONTRACT.

42.4 Notwithstanding anything else stated in the CONTRACT, should any hazardous substance, material or other conditions (incl. asbestos) that may endanger health and safety of people occur on/contaminate the SITE or adjacent areas, the CONTRACTOR shall be immediately entitled to leave the SITE and suspend all WORKS at the SITE.

**43. NOT USED**

***F. GUARANTEES AND LIABILITY***

**44. NOT USED**

**45. NOT USED**

**46. RIGHTS ARISING FROM DEFECTIVE PERFORMANCE, WARRANTY PERIOD FOR THE WORK**

46.1 The CONTRACTOR shall provide the PURCHASER with a guarantee, that the entire WORK and each of its parts will be free of any physical and legal defects attributable to the CONTRACTOR. The WORK or its part is defective if it does not correspond to the purpose stated in the CONTRACT or its characteristics differ from those expressly provided for by the CONTRACT.

46.1.1 **WARRANTY PERIOD for the individual parts of the WORK is twenty-four (24) MONTHS** commencing from the date of:

- (i) issuance of the delivery note in case of delivery of the GOODS to the SITE,
- (ii) signing of the hand-over protocol by the PURCHASER in case of submission of the relevant CONTRACTOR's documentation under this CONTRACT to the PURCHASER, or
- (iii) approval of the CONTRACTOR's monthly man-days timesheet in case of the man-days based part of the WORKS and SERVICES.

46.2 All GOODS delivered under the CONTRACT must be delivered as new and unused.

46.3 Notice of defect (claim), including a description of the defect, shall be sent by the PURCHASER/OWNER to the CONTRACTOR in writing by e-mail or by registered mail immediately after identifying the defect. The PURCHASER/OWNER shall allow the CONTRACTOR, upon its request, access to the WORK for the purpose of investigating the cause of the defect, at a reasonable time and under reasonable conditions.

46.4 If the WORK is defective, the PURCHASER is entitled to use the below remedies (without prejudice to the other claims of the PURCHASER under the CONTRACT, including the right to compensation for damage in accordance with the CONTRACT):

- (a) Request the removal of the defect by repairing the WORK or its part at the CONTRACTOR's expense. The CONTRACTOR is obliged to do so without undue delay.

The CONTRACTOR shall finish the removal of the defect within the agreed time limit, and in the absence of an agreed time limit within the shortest reasonable time after

the receipt of the notification of the defect, unless otherwise agreed given the nature of the defect.

- (b) If the defect cannot be objectively repaired in another way, request the removal of the defect by supplying a new part of the WORK at the CONTRACTOR's expense. The CONTRACTOR is obliged to do so without undue delay.

The time limit specified in paragraphs 46.4(a) and 46.4(b) of the CONTRACT is calculated from the DAY the notification of the defect is delivered to the CONTRACTOR.

The final decision on the manner of rectification of a defect shall be on the CONTRACTOR.

#### **47. COMPENSATION FOR HARM, TOTAL LIABILITY**

- 47.1 The CONTRACTOR is liable for all damage and harm incurred by the PURCHASER due to the WORK as a result of the CONTRACTOR's breach of the CONTRACT, with the exception of the provisions limiting the CONTRACTOR's liability under this CONTRACT, (incl. damage caused by any of its SUB-CONTRACTORS, its employees or any other persons involved in the execution of the WORK).
- 47.2 For the avoidance of any doubt and notwithstanding anything else stated in this CONTRACT, the CONTRACTOR shall in no case be responsible towards the PURCHASER, the CEB or the OWNER for any loss, degradation or damage to any parts of the POWER PLANT unless such loss, degradation or damage is caused solely and directly by breach of the CONTRACT by the CONTRACTOR and not covered by the insurance maintained by the PURCHASER.
- 47.3 In accordance with Section 2898 (*Limitation of contractual obligation to compensate for damage*) of the CIVIL CODE, the PARTIES mutually declare that:
- 47.3.1 *Limitation of Liability for Direct Damages.* The total liability of the CONTRACTOR or the PURCHASER (hereinafter in this clause 47 referred to as "**Breaching PARTY**") for damage or other harm that may arise as a result of breaching one or more contractual or statutory obligations of respective Breaching PARTY in connection with the performance of the CONTRACT shall not exceed one hundred percent (**100%**) of the total CONTRACT PRICE. The PARTIES have therefore agreed that the total amount of either Breaching PARTY's liability for damage or other harm, including CONTRACTUAL PENALTIES, is limited to one hundred percent (**100%**) of the total CONTRACT PRICE.
- 47.3.2 *Exclusion of Liability for Indirect Damages* Notwithstanding anything else stated in the CONTRACT, the either Breaching PARTY shall have no liability towards other PARTIES under, arising out of or in connection with the CONTRACT, whether by way of breach of contract, breach of duty, tort (including but not limited to negligence), indemnity or otherwise, for
- (i) any loss of profit, loss of goodwill, injury to reputation, loss of income, loss of use, loss of revenues, loss of contracts, loss of product, loss of production, loss of business opportunity, loss of savings or anticipated savings, third party losses, loss of use of capital, business interruption, interest or increased financing charges, rental charges or other like risks and in each case whether direct or indirect; or
- (ii) any other indirect, special, exemplary or consequential loss or damage;



whether or not foreseeable at the date of execution of the CONTRACT or at any time and whether under the express or implied terms of the CONTRACT or at law or in any other way.

- 47.3.3 The limitation of compensation for damage under paragraph 47.3.1 of the CONTRACT does not apply to compensation for harm caused to the natural rights of a person or to the compensation for harm caused intentionally or through gross negligence.
- 47.4 All liability of the CONTRACTOR under this Article 47 ceases to exist at the end of the relevant statutory limitation period.

#### **48. COMPENSATION IN CONNECTION WITH THE PATENT PROTECTION**

48.1 The CONTRACTOR is obliged, subject to the PURCHASER's observance of the provisions in paragraph 48.2 below to indemnify the PURCHASER for any damage, harm, claims, losses and expenses that the PURCHASER may incur as a result of any breach or alleged breach of any right, registered design, trademark, copyright or other intellectual property right in connection with the equipment, WORKS or GOODS used for the WORK, or in connection with the WORK, registered or otherwise existing on the date of the CONTRACT due to the use of the WORK in the Turkey in accordance with the CONTRACT.

48.2 If any proceedings or claims arise against the PURCHASER as a result of the matters referred to in paragraph 48.1 above, the PURCHASER is obliged to notify the CONTRACTOR in writing, and the CONTRACTOR is obliged, at his own expense and on behalf of the PURCHASER, to conduct such proceedings or to handle such claims and discuss their settlement. The PURCHASER shall provide the CONTRACTOR, upon request, with all assistance in conducting such proceedings and in handling such claims. The CONTRACTOR shall reimburse the PURCHASER for any reasonable costs associated with the provision of such assistance.

If the CONTRACTOR fails to notify the PURCHASER within 10 (ten) DAYS after the receipt of such a notification that it intends to pursue any such proceedings or to handle claims, the PURCHASER may conduct these proceedings in its own name and request the CONTRACTOR to reimburse all costs associated with the proceedings or settlement of claims. If the CONTRACTOR so notifies the PURCHASER within ten (10) DAYS, the PURCHASER may not make any statement that could frustrate the defence against the claims or complaints.

48.3 The PARTY entitled to the benefits under this Article 48 shall use all reasonable means to mitigate the loss or damage or other harm. If the PARTY fails to take the above measures, the liability of the other PARTY will be reduced accordingly.

#### ***G. RISK DISTRIBUTION***

##### **49. TRANSFER OF OWNERSHIP RIGHT**

- 49.1 The ownership right from the CONTRACTOR to the OWNER:
- (a) to the GOODS which forms part of the WORK passes upon the delivery to the SITE or upon delivery to the PURCHASER (in case of submission of the relevant CONTRACTOR's documentation); and
  - (b) to the SERVICES and WORKS are transferred at the time of their provision or performance; and

(c) to the USE RIGHTS are transferred as of the date of delivery of the documentation to the PURCHASER or the GOODS at the SITE;

**or** at the time the respective is payment is made, whichever occurs earlier.

49.2 The ownership right to the CONSTRUCTION EQUIPMENT that is used by the CONTRACTOR and its SUB-CONTRACTORS in connection with the execution of the WORK will remain with the CONTRACTOR or its SUB-CONTRACTORS throughout the performance of the CONTRACT.

## **50. CARE FOR THE WORK, PASSAGE OF THE RISK OF DAMAGE TO THE WORK**

50.1 Regardless of the transfer of the ownership right to the WORK or its parts in accordance with paragraph 49.1 above, the liability for the WORK or its parts and their protection, together with the risk of their loss, damage or any other harm, passes from the CONTRACTOR to the OWNER upon approval of the hand-over protocol by the PURCHASER or upon completion of the WORK, whichever occurs earlier.

## **51. LOSS AND DAMAGE TO PROPERTY, ACCIDENT, INJURY OF WORKERS, INDEMNIFICATION, OWNER'S WAIVER AND EXCLUSION OF OWNER'S LIABILITY**

51.1 *The CONTRACTOR's Obligation to Indemnify.* The CONTRACTOR shall indemnify the PURCHASER and its employees for:

- (a) any **third party's** (third party means any party other than the PARTIES) disputes, legal actions or administrative proceedings, claims, receivables, harm, damage, losses and costs and expenses of any kind, including legal fees, in matters relating to the **death or injury** of any person incurred in connection with the execution of the WORK due to negligence of the CONTRACTOR or its SUB-CONTRACTORS;
- (b) any **third party's** disputes, legal actions or administrative proceedings, claims, receivables, harm, damage, losses and costs and expenses of any kind, including legal fees, in matters relating to the **loss or damage to any property** (other than the WORK, whether or not accepted, or other than the POWER PLANT)) incurred in connection with a breach of the CONTRACT by the CONTRACTOR or its SUB-CONTRACTORS within execution of the WORK.

51.1.1 In the case of any proceedings or claims against the PURCHASER which fall within the CONTRACTOR's liability under paragraph 51.1 above, the PURCHASER is obliged to notify the CONTRACTOR in writing of this fact, and the CONTRACTOR must, at its own expense and on behalf of the PURCHASER, conduct these proceedings or deal with these claims, as well as other perform other acts necessary for the handling of these proceedings or claims.

51.1.2 If the CONTRACTOR fails to notify the PURCHASER within ten (10) DAYS after the receipt of the above notification that it will conduct such proceedings or handle such claims, the PURCHASER may decide to conduct such proceedings in its own name. If the CONTRACTOR makes such a notification to the PURCHASER within ten (10) DAYS, the PURCHASER may not make any legal act that may be detrimental to the defence in the aforementioned proceedings or to the handling of the claim in question.

51.1.3 The PURCHASER is obliged, at the request of the CONTRACTOR, to provide the CONTRACTOR with all possible support in conducting such proceedings or handling

such a claim, provided that the CONTRACTOR pays to the PURCHASER any proven costs it has incurred.

51.2 The OWNER's Waiver towards the Purchaser and CEB. The OWNER agrees with execution of the WORK by the CONTRACTOR at the SITE. The OWNER agrees that the PURCHASER'S and/or the CEB'S liability towards the OWNER for any claims, receivables, harm, damage, losses and costs and expenses of any kind in matters relating to loss or damage to the POWER PLANT or loss or damage to any other property of the OWNER incurred due to CONTRACTOR'S breach of its legal or contractual obligations connected with execution of the WORK under the CONTRACT ("Damages Caused by the CONTRACTOR") is hereby excluded. The OWNER hereby towards the PURCHASER and the CEB to the extent permitted by the law waives any and all of its rights for compensation of the Damages Caused by the CONTRACTOR.

51.3 Exclusion of OWNER's Liability. For avoidance of any doubt, all the PARTIES agree that **the OWNER shall have no liability**

- (i) towards the CONTRACTOR to make payments of the CONTRACT PRICE; or
- (ii) towards the PURCHASER to reimburse the CONTRACT PRICE paid by the PURCHASER to the CONTRACTOR; or
- (iii) towards all PARTIES for any loss or damage potentially incurred as a consequence of the OWNER'S delay or breach to spend efforts to provide the cooperation specified in the CONTRACT and its Enclosures.

51.4 The PARTY entitled to the benefits under this Article 51 shall use all reasonable means to mitigate the loss or damage or other harm. If any of the PARTIES fails to apply such means, the liability of the other PARTY shall be commensurately reduced.

## **52. INSURANCE**

52.1 The CONTRACTOR shall, at its expense, take out and maintain the following insurance as part of the ČEZ Group insurance policies; the following insurance must be ensured and maintained valid for the duration of the construction and/or assembly until the end of disposal of the entire SITE in accordance with this CONTRACT above:

- (a) Third-party liability insurance of the CONTRACTOR including cross liability.
- (b) The insurance covering compensation for workers, health and/or any other social insurance required for the CONTRACTOR'S employees involved in the execution of the WORK must be taken out and maintained by the CONTRACTOR at its own expense.
- (c) Other insurance agreed between the PURCHASER and the CONTRACTOR in writing for special cases.

52.2 The insurance must be taken out with a first-class insurance company (insurance companies).

52.3 *Not used.*

## **53. FORCE MAJEURE**

53.1 The PARTIES are relieved of the liability for partial or complete failure to fulfil the obligations under the CONTRACT if (and to the extent that) such a failure was the result of an event or circumstance caused by force majeure. However, this does not apply to

liability that was created after the liable PARTY got into a delay with the fulfilment of its obligation, or was created as a result of its economic situation.

- 53.2 For the purposes of this provision, force majeure means such event beyond the control of the PARTY which invokes it and which prevents the PARTY from fulfilling its obligations under the CONTRACT. Such events include, but are not limited to, war, revolution, large-scale fires, floods, earthquakes, traffic embargo, general strikes and strikes in entire industries, terrorist acts etc.
- 53.3 The PARTY invoking force majeure shall inform the other PARTY of the occurrence of force majeure and its causes without undue delay, such information to be provided by email, followed by a confirmation by registered letter. The other PARTY will be informed about the cessation of the force majeure event in the same manner. The PARTY invoking force majeure shall, on request, present to the other PARTY a reasonable proof of this fact, unless such event is apparent to any other third party in a similar position.
- 53.4 Unless otherwise expressly agreed by the PARTIES, after the occurrence of force majeure the PARTIES will continue to fulfil their obligations under the CONTRACT as long as reasonably possible, or may seek alternative means to perform the CONTRACT which are not prevented by the force majeure event. If the consequences of force majeure affect the CONTRACT PRICE, the deadlines for the execution of the WORK and/or other provisions of the CONTRACT, the PARTIES must enter into negotiations in accordance with Article 54 of the CONTRACT.

## ***H. CHANGES TO THE WORK (CONTRACT)***

### **54. CHANGES TO THE WORK**

- 54.1 At any time during the execution of the WORK, the PURCHASER may, in writing, notify the CONTRACTOR of changes to the projects, plans, specifications or drawings of the WORK or part thereof. Unless another time limit is agreed by the CONTRACTOR and the PURCHASER, the CONTRACTOR shall, within twenty (20) DAYS after the receipt of the PURCHASER's request for the CHANGE, propose and submit to the PURCHASER for approval the proposal of the CHANGE to the WORK. The submitted documents shall include the CONTRACTOR's proposal for the CHANGES and, if the CHANGES so require, also proposals for adjusting the total CONTRACT PRICE (with more detailed specification for unit prices for SERVICES and WORKS, prices for individual components, etc.), CHANGES to the deadlines of performance of the CONTRACT or the payment calendar.
- 54.2 If after the EFFECTIVE DATE there are any amendments to standards or regulations specified in the CONTRACT, in particular in Article 22 above, and such amendments will have an impact on the performance of the CONTRACT, the CONTRACTOR shall without undue delay prepare and submit to the PURCHASER for approval a document entitled "CHANGES to the WORK" containing the CONTRACTOR's proposals for the CHANGES, and if the CHANGES so require, also proposals for adjusting the CONTRACT PRICE (with a detailed specification in particular of the unit price for SERVICES and WORKS, the price of individual components, etc.), CHANGE to the performance of the CONTRACT, the payment schedule and, where applicable, to the provisions of the CONTRACT concerned.
- 54.3 If the CHANGES approved by the PURCHASER in accordance with paragraphs 54.1 and 54.2 above reduce or increase the CONTRACTOR's costs for the execution of the WORK, a corresponding reduction or increase in the CONTRACT PRICE will be made in the manner and amount agreed upon prior to making such CHANGES, taking into account the

provisions of the CONTRACT and using the unit prices and rates specified in Enclosure 10 to the CONTRACT to the extent reasonably applicable.

- 54.4 Any CHANGE approved by the PURCHASER in accordance with paragraphs 54.1, 54.2 and 54.3 above shall be finally agreed in a form of a written amendment to the CONTRACT signed by the CONTRACTOR and the PURCHASER. For the avoidance of any doubt, such CHANGE shall be executed by the CONTRACTOR only after the agreement of the CONTRACTOR and the PURCHASER on such amendment to the CONTRACT.
- 54.5 All delivered GOODS, USE RIGHTS and performed WORKS and provided SERVICES within the CHANGES are considered part of the WORK included in the CONTRACT PRICE.

## **55. INTERRUPTION/SUSPENSION OF EXECUTION OF THE WORK**

- 55.1 The CONTRACTOR shall, at the written request of the PURCHASER, (i) interrupt or (ii) suspend execution of the WORK for such time and in such a manner as the PURCHASER deems necessary.
- (a) Interruption means that the CONTRACTOR is instructed to interrupt execution of the WORK however the CONTRACTOR's employees and engineers shall stay at or be on standby at the SITE. The man-day time during the interruption is considered as an idle time and will be charged based on the man-days rates according to Enclosure 10 as if is a normal working time;
- (b) Suspension means that the CONTRACTOR is instructed to suspend execution of the WORK and the CONTRACTOR's employees and engineers shall leave the SITE, respectively leave Turkey. During such suspended time the Contractor cannot charge any man-days rate activities.
- 55.2 At the same time, the CONTRACTOR will properly protect and secure the WORK during such interruption.
- 55.3 The CONTRACTOR and the PURCHASER are obliged to discuss a change to the performance deadline due to interruption/suspension.
- 55.4 The PURCHASER shall pay to the CONTRACTOR (i) man-days rates for the time period of interruption as per paragraph 55.1(a) of the CONTRACT and (ii) further all necessary and reasonable, demonstrable and properly documented costs incurred by the CONTRACTOR as a result of the interruption/suspension of execution of the WORK, for example the costs of storage, preservation, refurbishment, capacity shifting and insurance, cost of (re)allocation of the CONTRACTOR's employees from and back to the SITE, (iii) unless the interruption/suspension of the execution of the WORK is caused by the failure to comply with or violation of the CONTRACT by the CONTRACTOR.
- 55.5 During the interruption/suspension period, the CONTRACTOR shall not export any GOODS, parts of the WORK or CONSTRUCTION EQUIPMENT from the SITE without the prior written approval of the PURCHASER and the CONTRACTOR shall not bear the risk of loss and damage of the WORK during the interruption/suspension of the execution of the WORK.
- 55.6 Should the suspension according paragraph 55.1(b) of the CONTRACT exceeds cumulatively 60 DAYS, the CONTRACTOR shall be entitled to withdraw from the CONTRACT under Article 56.3 unless the suspension of the execution of the WORK is caused by the failure to comply with or violation of the CONTRACT by the CONTRACTOR.

## **56. WITHDRAWAL**

**56.1 VOLUNTARY TERMINATION OF THE CONTRACT BY THE PURCHASER**

- 56.1.1 The PURCHASER may, at any time during the execution of the WORK, terminate the CONTRACT in the case when the POWER PLANT is sold, contributed, assigned or otherwise transferred by the OWNER to any third party. The termination of the CONTRACT will be made by a written notice, the notice becoming effective on the date of its delivery to the CONTRACTOR, unless it specifies a later effective date. In this case, the PARTIES will proceed in compliance with paragraph 56.3 (*Withdrawal from the Contract by the Contractor*) of the CONTRACT.
- 56.1.2 For avoidance of any doubt, in case of termination of the CONTRACT under paragraph 56.1.1 of the CONTRACT, the CONTRACTOR shall not be entitled to any termination fee.

**56.2 WITHDRAWAL FROM THE CONTRACT DUE TO A BREACH OF CONTRACT BY THE CONTRACTOR**

- 56.2.1 Without prejudice to any other rights or remedies available to the PURCHASER, the PURCHASER may immediately withdraw from the CONTRACT in the event of the following cases of material breach of the CONTRACT by sending a notice of withdrawal to the CONTRACTOR:
- (a) if insolvency proceedings are instituted against the CONTRACTOR, a resolution on the establishment of the CONTRACTOR's insolvency or a resolution on the bankruptcy against the CONTRACTOR's assets is issued; or
  - (b) if the CONTRACTOR assigns or transfers the CONTRACT or any right or property benefit resulting therefrom contrary to the provisions of Article 57 below; or
  - (c) *not used*; or
  - (d) if the delay with any of the scheduled deadlines specified in Enclosure 4 to the CONTRACT is longer than sixty (60) DAYS; or
  - (e) *not used*; or
  - (f) *not used*; or
  - (g) *not used*; or
  - (h) if the CONTRACTOR fails to provide for an insurance in accordance with Article 52 above and does not remedy the breach within thirty (30) DAYS from the notice of the PURCHASER; or
  - (i) if force majeure in accordance with Article 53 above lasts longer than one hundred and eighty (180) DAYS; or
  - (j) in the event of any other material breach of obligation by the CONTRACTOR jeopardising due execution of the CONTRACT, or in the event of a breach of obligation by the CONTRACTOR for which other provisions of this CONTRACT stipulate the right of the PURCHASER to withdraw from the CONTRACT and the CONTRACTOR does not remedy the breach within thirty (30) DAYS from the notice of the PURCHASER.

56.2.2 *Not used*

- 56.2.3 Upon the receipt of the notice of withdrawal under paragraphs 56.2.1 above, the CONTRACTOR is obliged, immediately or on the date specified in the notice of withdrawal:
- (a) cease all other WORKS except those specified by the PURCHASER in the notice of withdrawal solely for the purpose of protecting the already executed part of the WORK;
  - (b) terminate all subcontracts, except for those to be assigned to the PURCHASER in accordance with paragraph 1.1.1.1(d)(ii) below;
  - (c) submit to the PURCHASER the parts of the WORK executed by the CONTRACTOR until the date of withdrawal; and
  - (d) to the lawful extent and contractual extent agreed between the CONTRACTOR and its SUB-CONTRACTORS as a result of CONTRACTOR's best efforts spent according to first sentence of paragraph 21.1 of the CONTRACT, assign to the PURCHASER all rights, benefits and authorizations of the CONTRACTOR to the WORK and the GOODS as of the date of withdrawal and, if the PURCHASER so requests, also those arising from all subcontracts concluded between the CONTRACTOR and its SUB-CONTRACTORS.
- 56.2.4 If the previous provisions of this Article 56 are met, the PURCHASER may enter the SITE and expel the CONTRACTOR from the SITE. The PURCHASER may complete the WORK itself or through a third party.
- 56.2.5 Subject to paragraph 56.2.6 below, the CONTRACTOR is entitled to the payment of the CONTRACT PRICE attributable to the executed WORK as of the date of withdrawal (incl. price of such part of the WORK that the CONTRACTOR is obliged to accept under the SUB-CONTRACTS), the reimbursement of the value of any unused or partially used GOODS at the SITE in connection with the execution of the WORK and any demonstrable and reasonable costs incurred for the protection of the WORK in accordance with paragraph 56.2.3(a) above. All amounts payable by the CONTRACTOR to the PURCHASER, incurred prior to the date of withdrawal, shall be counted against the claims of the CONTRACTOR under this Article.
- 56.2.6 If the PURCHASER completes the WORK, the costs of completion of the WORK by the PURCHASER will be determined. If the amount to which the CONTRACTOR is entitled under paragraph 56.2.5 above together with the reasonable costs incurred by the PURCHASER for the completion of the CONTRACT exceeds the CONTRACT PRICE, the CONTRACTOR must pay that difference to the PURCHASER. If this difference is higher than the amounts due to the CONTRACTOR under paragraph 56.2.5 above, the CONTRACTOR is obliged to pay the balance to the PURCHASER up to the amount of 10% of the CONTRACT PRICE. If this difference is lower than the amounts due to the CONTRACTOR under paragraph 56.2.5 above, the PURCHASER is obliged to pay the balance to the CONTRACTOR. The PURCHASER and the CONTRACTOR shall agree in writing on the method of the above calculation and how these amounts will be paid.

### 56.3 **WITHDRAWAL FROM THE CONTRACT BY THE CONTRACTOR**

- 56.3.1 If:

- (a) The PURCHASER has not paid the CONTRACTOR any of the amounts payable under the CONTRACT within the specified time limit or has not approved any invoice or supporting documents without due reason; or
- (b) The CONTRACTOR is unable to fulfil any of its obligations under the CONTRACT due to the OWNER's failure to spend efforts to provide assistance according to and in the extent as described in paragraph 11.8, paragraph 12.8 of the CONTRACT and Enclosure 6 to the CONTRACT; for avoidance of any doubts the OWNER's liability for failure to spend efforts to provide such assistance is excluded under paragraph 51.3 of the CONTRACT;
- (c) The suspension in execution of the WORK according to paragraphs 55.1(b) and 55.6 of the CONTRACT exceeds cumulatively 60 DAYS;
- (d) if force majeure in accordance with Article 53 above lasts longer than one hundred and eighty (180) DAYS;
- (e) *not used.*

the CONTRACTOR is entitled to send a notice to the PURCHASER to that effect and, if the PURCHASER fails : (i) to pay the amount due or (ii) to approve an invoice or supporting documents or (iii) to document any reason for refusing such an approval based on non-compliance with the Contract, or (iv) to remedy a breach of CONTRACT within thirty (30) DAYS from the notice, or (v) the PURCHASER, respectively the OWNER is consistently unable to fulfil its obligations for any reason attributable to the PURCHASER, , respectively the OWNER for thirty (30) DAYS after such a notice, the CONTRACTOR may withdraw from the CONTRACT by a further notice sent to the PURCHASER.

56.3.2 The CONTRACTOR may also withdraw from the CONTRACT with immediate effect by sending the relevant notice to the PURCHASER if a resolution on the establishment of the PURCHASER's or OWNER's insolvency or a resolution on the bankruptcy against the PURCHASER's or OWNER's assets has been issued.

56.3.3 In the case of withdrawal from the CONTRACT pursuant to paragraphs 56.3.1 or 56.3.2 of the CONTRACT, the CONTRACTOR is obliged to immediately:

- (a) discontinue any further WORKS, except those WORKS that are necessary for protecting the already executed parts of the WORK;
- (b) terminate all subcontracts;
- (c) remove all CONSTRUCTION EQUIPMENT from the SITE and withdraw the CONTRACTOR's and SUB-CONTRACTOR's staff from the SITE;
- (d) Provided that the payment in accordance with paragraph 56.3.4 below has been made, the CONTRACTOR is obliged to:
  - (i) deliver to the PURCHASER those parts of the WORK that the CONTRACTOR executed by the date of withdrawal;
  - (ii) to the lawful extent transfer to the PURCHASER all the rights, claims and benefits of the CONTRACTOR to the WORK as of the date of withdrawal.

56.3.4 In the case of withdrawal from the CONTRACT in accordance with paragraphs 56.3.1 or 56.3.2, the PURCHASER is obliged to pay to the CONTRACTOR all payments specified in paragraph 56.2.5 above, as well as a reasonable demonstrable



compensation for any losses, costs and damage incurred by the CONTRACTOR as a result of or in connection with such withdrawal (incl. price of such part of the WORK that the CONTRACTOR is obliged to accept under the SUB-CONTRACTS).

- 56.3.5 Withdrawal from the CONTRACT by the CONTRACTOR under this Article 56 does not affect any other rights or remedies of the CONTRACTOR that may be exercised in place of, or in addition to, the rights granted under paragraph 56.3 above.
- 56.4 In calculating any payments payable to the CONTRACTOR by the PURCHASER pursuant to this Article 56, all amounts paid by the PURCHASER to the CONTRACTOR pursuant to the CONTRACT must be taken into account, including any advances paid.
- 56.5 Any kind of withdrawal from the CONTRACT under Article 56 of the CONTRACT does not terminate (i) the PURCHASER's/CONTRACTOR's claims for compensation for damage or other harm, and other costs, expenses or the payment of other amounts by the CONTRACTOR/PURCHASER under the CONTRACT, or other receivables of the PURCHASER towards the CONTRACTOR and vice versa, (ii) any claims of the PURCHASER arising from the warranties and guarantees for the WORK, (iii) the obligation to protect confidential information under the terms of the CONTRACT; and (iv) any other obligations arising from this CONTRACT whose nature indicates that they should survive the withdrawal from the CONTRACT.

## ***I. FINAL PROVISIONS***

### **57. ASSIGNMENT, SET-OFF AND RIGHT OF RETENTION**

- 57.1 Neither PARTY may assign this CONTRACT, any part thereof or any right, obligation or claim under this CONTRACT to a third party without the prior express written consent of the other PARTIES, or except an allowed transfer of the USE RIGHTS according to Article 17 of the CONTRACT.
- 57.2 The CONTRACTOR is not entitled to "cross set-off" against claims towards the PURCHASER arising from any contractual relationship other than this CONTRACT.
- 57.3 The CONTRACTOR may not retain (i.e. use the right of retention for) any parts of the WORK under this CONTRACT, including any documentation.

### **58. MISCELLANEOUS**

- 58.1 Amendments to the CONTRACT may only be made upon the agreement of the PARTIES in the form of a written amendment duly signed by the authorized representatives of both PARTIES, which shall form an integral part of the CONTRACT. The validity of the amendment to the CONTRACT requires full agreement on its content. Therefore, the PARTIES exclude the possibility of concluding an amendment without an agreement on all the elements pursuant to Section 1726 (*Lack of consensus*) of the CIVIL CODE.
- 58.2 The CONTRACT enters into force and becomes effective on the DAY of its signing by both the PURCHASER and the CONTRACTOR. The CONTRACT shall become effective upon the OWNER as an adjoining party and the CEB as an adjoining party, on the date of its signature by the OWNER, respectively by the CEB.
- 58.3 All arrangements between the PARTIES, whether oral or written, made before the execution of the CONTRACT, lose their validity upon the execution of the CONTRACT, unless they have become a part of the CONTRACT.

- 58.4 If any of the provisions of this CONTRACT is or becomes invalid, ineffective or unenforceable in the future, or if it is found as such by a competent authority, the other provisions of this CONTRACT remain in force and effect unless the nature of such a provision or its content or circumstances under which it has been concluded imply that it cannot be separated from the remaining content of this CONTRACT. The PARTIES agree to replace such an invalid, ineffective or unenforceable provision in this CONTRACT with a new provision, the content and meaning of which will best correspond to the original provision and the CONTRACT as a whole.
- 58.5 This CONTRACT is prepared in four (4) original counterparts in English language. The CONTRACTOR, the PURCHASER, the OWNER and the CEB shall receive one (1) copy upon the execution hereof.
- 58.6 The PARTIES, referring to Section 558(2) (*Business usage*) of the CIVIL CODE, agree that (i) their legal relationship does not take into account business usage observed in general or in the given industry and that (ii) business usage does not have priority in their legal relationship to the compelling provisions of the CIVIL CODE.
- 58.7 The Terms and Conditions of the either PARTY are ineffective and inapplicable to contractual relationships based on this CONTRACT.
- 58.8 Without prejudice to paragraph 2.48 of the CONTRACT, within the meaning of Section 630 (*Agreed Limitation Period*) of the CIVIL CODE, the PARTIES stipulate the limitation period of any right under this CONTRACT (including the right to any unjust enrichment arising under this CONTRACT) for a period of four (4) years from the date on which the limitation period commences for the first time in relation to that right.
- 58.9 In accordance with Section 1740(3) (*Elements of acceptance, acceptance with an addendum or variation*) of the CIVIL CODE, the PURCHASER excludes acceptance of an offer for the conclusion of this CONTRACT with an addendum or a variation. The PARTIES have agreed that the provisions of Section 1757(2) (*Written confirmation of the Contract*) of the CIVIL CODE do not apply to the PARTIES' relations resulting from this CONTRACT.
- 58.10 In accordance with Section 1801 (*Mandatory provisions, special scheme of entrepreneurs*) of the CIVIL CODE, the PARTIES agree that the provisions of Section 1799 (*Clause in adhesion contracts*) and Section 1800 (*Clauses which are difficult to read, incomprehensible and disadvantageous*) of the CIVIL CODE do not apply to their mutual relationships established by or in connection with this CONTRACT.
- 58.11 The CONTRACTOR declares that at the date of its signing of the CONTRACT:
- a) it is not in liquidation;
  - b) no decision on the insolvency of the CONTRACTOR has been issued, it is not in a state of impending insolvency nor has excess debt under the Act No. 182/2006 Sb., on Insolvency and Methods of its Resolution (Insolvency Act), as amended, and there is no reason for the commencement of the insolvency proceeding against the CONTRACTOR;
  - c) it is not under forced administration;
  - d) no decision of CONTRACTOR's transformation has been issued;
  - e) it did not conclude the contract for sale of its enterprise or lease of its enterprise;
  - f) no enforcement of the decision is held against its property;
  - g) it has the financial capacity to execute the WORK under the CONTRACT;
  - h) does not conduct any litigation or other dispute with SUB-CONTRACTORS.
- 58.12 The PARTIES declare and attach their signatures to affirm that none of them feels or considers itself to be the weaker PARTY compared to the other PARTY and that they had the

opportunity to become acquainted with the text and the contents of the CONTRACT, they understand and wish to be bound by the content, and have sufficiently discussed the contractual arrangement together.

IN WITNESS WHEREOF the PARTIES have signed this CONTRACT through their duly authorized representatives as a legally binding arrangement.

On behalf of the PURCHASER:

On behalf of the CONTRACTOR:

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## **ENCLOSURE 1**

### **Scope of WORK**

#### **INITIAL DOCUMENTATION PREPARED OFFSHORE**

- (1) BASIC CONSERVATION PLAN
- (2) BASIC FIRE-FIGHTING PLAN
- (3) DETAIL CONSERVATION PLAN
- (4) DETAIL FIRE-FIGHTING PLAN

#### **FIRE-FIGHTING MEASURES**

##### **THE OVERVIEW OF THE PHYSICAL DELIVERIES**

To realize conceptual precautions, it will be necessary to ensure following WORKS and supplies:

- (1) To perform serviceability checks of all existing portable extinguishers (current checks

were valid till 2016) and place them to positions according to fire safety concept of the building and mark their positions by photoluminescent signs.

- (2) To supply additional fire extinguishers according to the document “Implementing Regulation of a fire protection of the POWER PLANT for existing state”. Additional extinguishers will be proposed due to non-functional EFSAS, non-functional fixed extinguishing systems, non-functional hydrants and absence of the maintenance staff.
- (3) To mark the fire escape stairs for operation staff of the POWER PLANT including the fire safety doors for these escape routes – adding fire tapes, escape push bars and door closers. This must be done mainly on the escape route from the main control room in CO122.
- (4) To ensure the protection equipment for fire-fighting staff – working clothes and shoes, clothes for a fire intervention during a fire, including boots and helmets, breathing apparatus, handheld transceivers.
- (5) In the document “Implementing Regulation” it will be confirmed whether to optionally purchase a floating fire pump for pumping water from the tank under the cooling tower together with fire hoses, fire streamers, foam concentrate supply for local fire brigade.

## **LIST OF THE PRECAUTIONS**

### **Preliminary**

The OWNER will spend efforts in order to carry out the bellow-mentioned actions by employees of the OWNER under supervision of the CONTRACTOR. The CONTRACTOR will ensure the daily logbook update concerning execution of the below stated actions:

- (1) Cleaning up of building waste and materials and rest of coals and coal dust.
- (2) Mowing and disposal of dry grass and the other vegetation.
- (3) Marking of the keys and doors to ensure a fast opening of the rooms when necessary.
- (4) Ensuring possibility of an entrance to all premises.
- (5) Identifying type and quantity of a chemical substances in CO115 with considering about their disposal.
- (6) Securing the POWER PLANT against an intrusion of the unauthorized personnel.
- (7) Determining a smoking place to reduce a risk of a fire caused by a smoking in all area of the POWER PLANT.
- (8) Ensuring fire safety during the tests of the fire water diesel pump and rotating of a turbine.
- (9) With respect to a small quantity of LFO (according to information given probably 2 %) in the tank in CO118, draining the LFO and cleaning of the tank.
- (10) Eliminating the LNG gas leakage from the storage tank in PC0156.06.

### **Conceptual**

It is a list of a primary precautions which should lead to enhance the POWER PLANT in terms of fire-fighting protection and to reduce a risk of a fire and will increase readiness for action in case of a fire. The CONTRACTOR supposes that these precautions will be sufficient to be accepted by local authorities (similarly of the Fire department). This list of actions may be adjusted depending on the local authorities' specific requirements and subsequently be a subject for CHANGE.

The OWNER will spend efforts in order to set-up a fire-fighting unit under the following conditions:

- (1) To set up a permanently manned location (with 24-hour supervision, preferably in the

room no. 1.11 Control Room in CO102) staffed by OWNER's employees.

- (2) To set up a fire-fighting unit which ensure to do an inspection of the POWER PLANT and fire intervention if it is necessary staffed by OWNER's employees.
- (3) Non stop 24-hours oversight shall be ensured always by at least two persons – we recommend 1x control room staff + 1x member of fire-fighting unit of OWNER's employees.
- (4) Local fire brigade should consist of fire-fighters and fire prevention safety patrol of the POWER PLANT (in the case of fire will help to fire-fighters) staffed by OWNER's employees.
- (5) Fire-fighting unit shall consist minimally from 2 + 3 + 2 for night operation and 2 + 3 + 4 for daily operation (24-hours supervision + fire-fighters + fire prevention safety patrol) staffed by OWNER's employees.
- (6) Inspections of the POWER PLANT will be always carried out by two members of fire prevention safety patrol regularly in accordance with The Implementation Regulation for ensuring of the fire protection of the existing state of the POWER PLANT.
- (7) Fire prevention safety patrol does not need to have any other specific equipment besides the handheld transceivers to make an inspection.
- (8) Each member of a local fire brigade (fire fighter and fire prevention safety patrol) will be equipped in case of fire with clothes, boots, helmets and gloves.
- (9) *Not used.*
- (10) The members of the fire-fighting unit have to be trained in fire protection and demonstrably familiar with the Implementing Regulation for the fire protection of the current state of the POWER PLANT.
- (11) Existing fire extinguishers (for which revisions are required and others - see point 5.) deployed in the individual buildings of the POWER PLANT will be available for the fire patrols with the initial intervention. Also new fire extinguishers, whose amount and disposition will be specified in the Implementing Regulation.
- (12) To discuss the conditions of the intervention, i.e. the arrival time, the local equipment requirement, with the representatives of the local fire brigade in Mihalıçuk or Beypazarı.
- (13) The method of reporting a fire or emergency for possible assistance of the local fire brigade will be defined with the local fire brigade for the coal mine.
- (14) Definition of the plan for switching off electric power for individual buildings and the whole area in case of the fire for the existing state of the POWER PLANT.
- (15) The measures do not only concern the protection of property, but the protection of people operating the POWER PLANT in existing state, must be taken into consideration. The escape route from the control room will be secured for the people working in the main control room CO122.

## **CONSERVATION MEASURES**

The OWNER will spend efforts in order to carry out the bellow-mentioned actions by employees of the OWNER under supervision of the CONTRACTOR. The CONTRACTOR will ensure the daily logbook update concerning execution of the below stated actions:

### **Boilers**

- (1) Replenish nitrogen to boilers and ensure its sufficient volume during the whole period of Conservation.
- (2) Continue fan rotating.

## **Condensers**

- (1) Renew drying of condensers.

## **Turbines**

- (1) Turbine on Unit A is regularly rotated. This activity will be kept.
- (2) Turbine on Unit B: The state of the device will be examined and if applicable – it will be rotated either by rotating device or manually 180° every 14 DAYS.

## **Generators**

- (1) Unit A generator is rotated together with Turbine.
- (2) Unit B generator will be rotated together with Turbine (if applicable).
- (3) Winding heating of both generators will be switched on.

## **Main steam pipelines**

- (1) Blind blow out piping inside machine hall Unit B, where blow out valves were dismantled.
- (2) Fill pipelines by nitrogen together with the boiler B.

## **Compressor station**

- (1) Put into operation compressor “TIDY 5” including air drying unit (Instrument air). Dried air will be used for drying of feed water and condensate piping and feed water tank.

## **Feed water tank, feed water piping**

- (1) Feed water tank and feed water piping will be dried by dry air from the compressor station.
- (2) At blow out points the humidity will be measured on regular basis and valves to be adjusted to obtain proper drying of all piping.

## **Condensate piping**

- (1) Condensate discharge piping will be dried by dry air from compressor station.
- (2) Condensate suction piping will be dried together with condenser.
- (3) During time of the condenser drying open drains at condenser pumps. If the condenser is not dried, drains will be shut.

## **Feed water heaters, condensate heaters**

- (1) Water side of the Heaters will be dried together with feed water or condensate piping.
- (2) Steam side of the Heaters will be conserved by nitrogen.
- (3) Heaters HPH1, HPH2 and HPH3 will be filled by nitrogen from LBC steam piping. Open check valve LBQ80AA010E. Valves A1,2LCH40AA110, A1,2LCH40AA010, A1,2LCH30AA001E, A1,2LCH10AA001E, A1,2LBQ20AA001E and A1,2LBQ20AA301 will be closed.
- (4) Suitable vents will be chosen to open for ejecting air.
- (5) Prepare hose connection on suitable drain on heaters. Close isolating valves

LBS10AA001E, LBS10AA301, LBS20AA001E, LBS20AA301, LCJ21AA001E, LCJ80AA001E and valves on line MAJ20 and other valve on line MAJ (both without KKS). Valve LCJ21AA001E will be open.

- (6) Suitable vents will be chosen to open for ejecting air.

### **Gland steam condenser**

- (1) Gland steam condenser will be filled by nitrogen.
- (2) Prepare hose connection on suitable drain. Close isolating valves MAM20AA001E, MAM30AA001E, MAM40AA001E, blind line MAM41BR010.
- (3) Suitable vents will be chosen to open for ejecting air.

### **Auxiliary cooling system**

- (1) No other action is required.

### **Pumps**

- (1) On all drained pumps there will be marked the current position of the engine axis. Pumps will be rotated by hand 180° every 14 DAYS. If not practicable, manufacturer will be contacted.
- (2) Those pumps where medium was not drained will be turned on for several minutes every 14 DAYS.
- (3) If there is winding heating installed it will be switched on.
- (4) In case of Feed water pumps the only possible conservation measure according to manufacturer's statement is turning pumps electrically. It needs 6kV power supply, which is out of question now, and recommissioning of pumps. For those reasons it is not possible to perform proper conservation of Feed Water Pumps.

### **Control valves**

- (1) All control valves will be moved manually minimally once a MONTH from one extreme position to the opposite one.
- (2) If the valves are isolating valves of the area filled by nitrogen, it must not be moved.
- (3) All valves will be left in the position enabling piping conservation. If piping is not conserved the valve will be in the position "Fail". If there is not "Fail" position, the valves will be partly open.

### **Valves**

- (1) All valves will be moved minimally every 6 MONTHS from one extreme position to opposite one including hand valves.
- (2) If valves are isolating valves of area filled by nitrogen, it must not be moved.
- (3) All valves will be left in position enabling piping conservation. If piping is not conserved valve will be in position "Fail". If there is not "Fail" position, valves will be partly open.

### **Crusher building**

- (1) Clean coal dust from the cable racks and all other places to prevent danger of fire or explosion.



## **Coal handling**

- (1) Clear the system from coal, release belts.

## **ESP and FGD plant**

- (1) Check if the system is clear and all piping is drained and dry. Check manual, if other action is required.

## **Limestone handling**

- (1) System is clear and all piping is drained and dry. Check manual, if other action is required.

## **Heat exchanger station**

- (1) Check if the system is clear and all piping and heat exchangers are drained and dry. Check manual, if other action is required.

## **Ash handling**

- (1) Clean ash residues from the silo. Check manual, if other action is required.

## **Raw water pumping station – Dam, Art. lake**

- (1) Pumps will be regularly rotated as written in paragraph 3.12 Pumps. Check station on Artificial lake if this task is practicable.

## **Raw water storage and pumping station**

- (1) Pumps will be rotated as written in paragraph 3.12 Pumps

## **Chemical water treatment plant**

- (1) System is conserved according to manual.

## **Chemical dosing in water steam cycle**

- (1) System is conserved according to manual.

## **Raw water pre-treatment**

- (1) System is conserved according to manual.

## **Cooling water pumping station**

- (1) Pumps will be rotated as written in paragraph 3.12 Pumps

## **External connecting pipelines**

- (1) Pipelines are currently drained. Check if pipelines are dry.

## **Waste water treatment plant**

- (1) The PLANT is in operation in a way corresponding to the extent of WORKS on SITE.

## **Laboratories**

- (1) Any non finished openings will be temporary closed.

## **Electrical equipment**

- (1) The OWNER will spend efforts in order to obtain diesel generator to use it in case of emergency feeder failure. If OWNER obtains diesel generator, consumables will be provided by the CONTRACTOR.

### **Power Outlet**

- (1) GCB – pressure of SF6 checking.
- (2) GCB of Unit No 2 and excitation transformer are not connected to insulated phase bus bars.
- (3) The connection shall be cleaned and protected again dust and wet.

### **Main Transformers**

- (1) Regularly check state of the silica in the inlet to the oil piping.

### **MV Switchgears, MV/LV Transformers, LV Switchgears**

- (1) The equipment shall be cleaned and protected again dust and wet.
- (2) It is necessary to carry tempering (min temp. + 5 °C) of appropriate rooms to keep all equipment in good condition.

### **DC Equipment and UPS Equipment**

- (1) The maintenance shall be provided according to the original Operation and maintenance manual.
- (2) It is necessary to carry tempering of appropriate rooms to keep all equipment (mainly batteries) in good condition.
- (3) Inspection of the insulation status once every three MONTHS.

### **Cabling and Cable Trays**

- (1) For safety operation (even with temporary equipment and connections), it is necessary to complete the earthing grid including connection to grounding of individual civil objects.
- (2) Good condition of earthing grid is the most important for correct function of protection against electric shock and safety operation of all electrical equipment.
- (3) It is necessary to complete cable trays, e.g. to add missing covers to protect cables against mechanical damage, rain and UV shining.

### **Motors and actuators**

#### **MV motors**

- (1) Inspection of the insulation status once every three MONTHS, rotation of 6 kV drives due to bearing protection, the process of rotating the motors will be processed according to the local conditions (bearing pressures).

#### **LV motors**

- (1) Moving round a slight amount by rotors of LV drives (outputs over 50 kW).

- (2) Physical inspection of installed drives, covering by the protective film in exposed areas.
- (3) Inspection of the insulation status once every three MONTHS.

### **I&C system**

- (1) I All impulse piping will be blown down.

### **Start-up and stabilizing fuel system**

- (1) Check if the system is clear and all piping is drained and dry. Check manual, if other action is required

### **Workshops and warehouses**

- (1) Any not-finished openings will be temporary closed.

### **Condensate polishing plant**

- (1) System is conserved according to manual.

### **Limestone milling**

- (1) System is clear and all piping is drained and dry. Check manual, if other action is required.

### **Civil**

- (1) It is necessary to dry all the rooms where water is on the floor and take measures to prevent repeated water intrusion.
- (2) All not-finished openings will be temporary sealed to protect plant against animal or mold intrusions and against water leaking.
- (3) Earthing system will be finished.

**ENCLOSURE 4**  
**Time Schedule**

Milestone	Date
BASIC FIRE-FIGHTING PLAN submission	Has been handed over on EFFECTIVE DATE
BASIC CONSERVATION PLAN submission	Has been handed over on EFFECTIVE DATE
DETAIL FIRE-FIGHTING PLAN submission	31.3.2018
DETAIL CONSERVATION PLAN submission	31.3.2018
Start of SITE activities	29.1.2018
End of SITE activities and AS-BUILT of executed WORKS submission	31.7.2018

**ENCLOSURE 5**  
**FACILITY SPECIFICATION (BATTERY LIMITS)**

#	Battery limit at	Contractor
1	Raw water from dam	Starts with suction pipeline or channel from the dam and finish at raw water discharge line to artificial lake
2	Raw water from artificial lake	Starts with suction pipeline from the artificial lake to POWER PLANT
3	Limestone {PS09}	Starts from the counter flange of unloading hose from truck connection at the limestone silo bottom
4	Crushed Limestone {PS35}	Starts from crushed limestone pile in POWER PLANT area (principally starts with first buffer of crushed limestone, including emergency storage 24hr}. Note: Electrical feeding for external crusher and conveyor line will be taken from switchgear terminal at the milling station (battery limit at the terminal)
5	Limestone by-product (<40µm)	Finishes at the flange of unloading hose from the by-product silo to truck

6	LNG (Liquid Natural Gas}	Starts with flange on pipeline 1m outside from the limestone milling station wall
7	Lime	Starts from the counter flange at the lime silos bottom (PS03 and PS15)
8	Coal	Starts at the inlet hopper of the transport tower in the coal storage yard
9	Light fuel oil	Starts from the counter flange of unloading hose from truck connection into LFO storage
10	Coarse bed ash	Finishes by discharge chute from boiler bed ash system
11	Fine Bed Ash wet unloading	Finishes by discharge hopper from mobile boom conveyor at ash disposal area
12	Fine Bed Ash dry unloading	Finishes at the flange of unloading hose to truck
13	Fly Ash wet unloading	Finishes by discharge hopper from mobile boom conveyor at ash disposal area
14	Fly Ash dry unloading	Finishes at the flange of unloading hose to truck
15	Sand	Starts from the counter flange of unloading hose from truck connection into sand silo
16	Flue gas	Finishes at exhaust from stack inside the cooling tower
17	Urea	Starts from the storage area of mixing station
18	Chemicals from cistern truck	Starts from the counter flange of unloading hose from truck connection into relevant tanks
19	Chemicals delivered in barrels	Starts with suction line in barrels
20	Rain water	Finishes with collector at the border of POWER PLANT
21	Sanitary waste water	Finishes with sanitary waste water pipeline at the border of POWER PLANT
22	Waste Water from Ash Silos Area	Finishes with collector at the border of POWER PLANT
23	Waste Water from Waste Water Treatment Plant	Finishes with collector at the border of POWER PLANT
24	Slurry	Finishes at outlet hose of suction pump
25	Transmission line (two times)	Not included in the project scope
26	Mining feeders 34,5 kV	Not included in the project scope
27	SITE	In CONTRACTOR scope will be all plant technological buildings and SITE entities except for LNG storage and all auxiliary vehicles (dozers, forklifts)
28	SITE	Roads inside the POWER PLANT, starting from the main gate CO148
29	Artificial lake	Not included in the project scope
30	Electricity for LNG station	Finishes on inlet terminal of LNG station switchgear cabinet
31	Laboratory	Not included in the project scope
32	Workshops and Warehouses	Not included in the project scope

## **ENCLOSURE 6**

### **COOPERATION PROVIDED BY THE OWNER**

#### **1.1 General**

- Allow access to the SITE
- Provision of offices for ~6 engineers fully equipped by furniture and connected to the internet
- Spending efforts in order to provide the assistance in providing all necessary documentation

- Provision of workspaces (workshops)
- Provision of storage space
- Spending efforts in order to enable contact with original OEMs and providing support when dealing with them
- The OWNER consents with execution of the WORK by the CONTRACTOR at the SITE.
- Nomination of OWNER's site manager as a peer working partner for site manager of CONTRACTOR
- Spending efforts in order to provide the assistance in obtaining of all permits, licenses, approvals or authorizations from state or local authorities or administrative institutions in the Turkey as required by such authorities or institutions and that are outside the obligation of the CONTRACTOR under the CONTRACT and are necessary for execution of the WORK.

## **1.2 Personnel**

- Spending efforts to provide operational personnel for conservation measures according to DETAIL CONSERVATION PLAN. Spending efforts in order to ensure that the operation personnel will be equipped by all necessary tools, machines, etc.
- Personnel will carry out especially those tasks: Operation of switchgears, rotating with fans and pumps, rotating turbine, keep compressor in operation, filling equipment by nitrogen, open and close valves.
- At least one English speaking personnel will be present at the SITE all the time.
- Providing watchmen for firefighting watch according to BASIC and DETAIL FIRE-FIGHTING PLAN.
- Providing personnel and material for small fitter WORKS.

## **1.3 Media and Material**

- Provision of Electricity from the limited construction electricity supply system.
- Providing a water source from the limited potable water system for the operation of the fire protection system.
- Securing the PS36 coal stock yard and providing the equipment (loader, bulldozer, operating staff)

## **1.4 Selected Activities**

The Owner will spend efforts to:

- Cleaning residuals of building material (glass wool, polystyrene) in the area and around the power plant.
- Marking and securing all excavations and entry points on the SITE
- Ensuring the surveillance of POWER PLANT facilities and the coal process plant
- For avoidance of any doubt the CONTRACTOR or the PURCHASER will not be obliged to provide any maintenance of the equipment at the SITE.

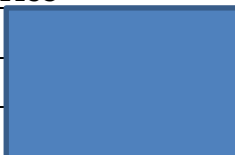
## **1.5 Not used**



**ENCLOSURE 10**  
**PRICE SPECIFICATIONS, CAPACITY PLAN AND COST PLAN**

**1. OFF SHORE PRICE**

**1.1 Technical reports**

<b>Deliverable item</b>	<b>Price</b>
BASIC CONSERVATION PLAN + DETAIL CONSERVATION PLAN	
BASIC FIRE-FIGHTING PLAN + DETAIL FIRE-FIGHTING PLAN	
<b>TOTAL</b>	

- The price of above listed documents is final and includes all associated costs.
- The price does not include VAT.
- The amount is payable based on approval of hand over protocol concerning all documents

**1.2 Manday rates**

Service	Price
Backoffice rate per manday of engineers	

- The backoffice rate applies to activities executed in the Czech republic (e.g. engineering WORKS on tender specification, AS-BUILT documentation).
- The backoffice rate do not include possible travel to third countries (except Turkey and the Czech Republic).

## 2. ON SHORE PRICE

### 2.1 Manday rates

Service	Price
On-site rate per manday of engineers / execution specialists	

- The on-site rate applies to long-term performance on a site in the Yunus Emre power plant site in Turkey. It includes all costs associated with stay on-site (per-diem, international and local travel costs, local fees, accommodation, etc.).
- The on-site rate is based on assumption of 8 working hours per day and 25 BUSINESS DAYS per MONTH
- The rates do not include VAT.

### 2.2 Cost plus fee

The price for the part of the ONSHORE PART OF THE WORK to be supplied through the local Turkish SUB-CONTRACTORS will be charged with **15 % surcharge** on the respective unit cost price.

## 3. INDICATIVE CAPACITY PLAN AND INDICATIVE COST PLAN

All information in this chapter are only indicative and for information purposes only.

### 3.1 Indicative cost plan (CZK)

Category	Month of the year 2018						
	1	2	3	4	5	6	7
Man-days OFF SHORE							
Man-days ON SHORE							
FF / Conservation plans							
External SERVICES and GOODS							
SUM							
TOTAL 6 MONTHS	22 115	800					

### 3.2 Indicative capacity plan – Back office

### BACK-OFFICE (OFF SHORE) MAN-DAYS

POSITION		2018						
		1	2	3	4	5	6	7
Chief engineer		23	41	11	11	6	6	17
Civil engineer		0	0	30	0	0	0	0
Electrical engineer		0	0	11	0	0	0	0
SUM		23,00	41,00	52,00	11,00	6,00	6,00	17,00

### BACK-OFFICE (OFF SHORE) COSTS (CZK)

POSITION	MAN-DAY RATE	2018						
		1	2	3	4	5	6	7
Chief engineer								
Civil engineer								
Electrical engineer								

### 3.1 Indicative capacity plan – On site

#### SITE (ON SHORE) MAN-DAYS

POSITION		2018						
		1	2	3	4	5	6	7
Project (Site) manager		0	8	25	25	25	25	25
HSE manager		0	0	12	25	25	25	25
Civil engineer		0	0	25	25	0	0	0
Chief engineer		0	0	12	0	0	0	0
Mechanical engineer		0	0	6	25	25	25	25
Firefighting expert		0	8	25	20	25	20	25
Electrical engineer		0	0	12	25	25	25	25
Procurement specialist		0	0	0	12	25	25	25
SUM		0,00	16,00	117,00	157,00	150,00	145,00	150,00

#### SITE (ON SHORE) COSTS (CZK)

POSITION	MAN-DAY RATE	2018						
		1	2	3	4	5	6	7
Project (Site) manager								
HSE manager								
Civil engineer								
Chief engineer								
Mechanical engineer								
Firefighting expert								
Electrical engineer								

Procurement specialist	19 600 Kč	0	0	0	235 200	490 000	490 000	490 000
SUM		<b>0</b>	<b>313 600</b>	<b>2 293 200</b>	<b>3 077 200</b>	<b>2 940 000</b>	<b>2 842 000</b>	<b>2 940 000</b>

TOTAL **14 406 000**

**CONTRACT FOR WORK  
CONSERVATION AND FIRE-FIGHTING MEASURES  
AMENDMENT NO. 1**

This AMENDMENT NO. 1 TO THE CONTRACT FOR WORK (hereinafter the “AMENDMENT”) was entered into on the below specified day, month and year by and between the following parties:

**the PURCHASER:** **Exportní garanční a pojišťovací společnost, a.s.**  
registered office at: Vodičkova 34/701, 11121 Praha 1, Czech Republic  
registered in the Commercial Register kept by the Municipal Court in Prague, Section B, Insert 1619

acting through:

[REDACTED]  
[REDACTED]

person authorized to represent the company in business matters:

[REDACTED]

person authorized to represent the company in technical matters:

[REDACTED]

ID No:

[REDACTED]

Tax ID No:

[REDACTED]

**and**

**the CONTRACTOR:** **ŠKODA PRAHA a.s.**  
registered office at: Duhová 1444/2, 140 00 Praha 4, Czech Republic  
registered in the Commercial Register Section B, Insert 372  
kept by Municipal Court in Prague, Czech Republic  
acting through:

[REDACTED]  
[REDACTED]  
[REDACTED]

person authorized to represent the company in business matters:

[REDACTED]

person authorized to represent the company in technical matters:

[REDACTED]

ID No:

[REDACTED]

Tax ID No:

[REDACTED]

Bank details:

[REDACTED]

**and**

**the adjoining parties**

**the Owner as an adjoining party:** **Adularya Enerji Elektrik Üretimi ve Madencilik A.S.**

registered office at:

Mutlukent Mah. 1942. Cad. No:45 Çayyolu Çankaya / ANKARA

registered in the Commercial Register Ankara Chamber of Commerce  
kept by  
acting through:

[REDACTED]

person authorized to represent the  
company in business matters:  
person authorized to represent the  
company in technical matters:  
ID No:

[REDACTED]

[REDACTED]

[REDACTED]

Tax ID No:

[REDACTED]

**and**

**the CEB as an adjoining party:**

**Česká exportní banka, a.s.**

registered office at:

Vodičkova 34/701, Prague 1, 111 21, Czech Republic

registered in the Commercial Register

kept by

Municipal Court of Prague, Section B, Insert 3042

acting through:

[REDACTED]

[REDACTED]

person authorized to represent the  
company in business matters:

[REDACTED]

[REDACTED]

ID No:

[REDACTED]

Tax ID No:

[REDACTED]

Bank details:

[REDACTED]

The PURCHASER and the CONTRACTOR are hereinafter referred to individually as the “**PARTY**” or collectively as the “**PARTIES**”.

**WHEREAS:**

(A) On 13 June 2018, the PARTIES have entered into the Contract for work (hereinafter the “**CONTRACT**”) designated “**CONSERVATION AND FIRE-FIGHTING MEASURES**”;

(B) Subject to this AMENDMENT, the PARTIES wish to amend certain provisions of the **CONTRACT** and certain PARTIES’ rights and obligation under the **CONTRACT** and its Enclosures;

**NOW, THEREFORE THE PARTIES AGREE AS FOLLOWS:**

**INTERPRETATION OF THE AMENDMENT**

All capitalized terms, unless defined in this AMENDMENT otherwise, shall have the meanings ascribed to them in the **CONTRACT**.

The terms defined in this AMENDMENT in the singular shall include also the plural and vice versa.

The headings used in this AMENDMENT serve only for clarity of the text and do not affect the interpretation of this AMENDMENT.

## **AMENDING THE CLAUSES AND THE ENCLOSURES OF THE CONTRACT**

The PARTIES have agreed that the existing paragraph 10.3 of the CONTRACT shall be completely cancelled and replaced by the new paragraph 10.3 with the following wording:

*“10.3 The performance of the man-day based part of the WORK is concluded for a definite period till a date of milestone No. 6 (End of SITE activities and AS-BUILT of executed WORKS submission) as specified in Enclosure 4A to the CONTRACT.”*

The PARTIES have agreed that the new paragraph 13.5 shall be inserted into Article 13 of the CONTRACT (Contract Price) with the following wording:

*“13.5 Without prejudice to paragraphs 13.3.4, 13.4, 15.2.2 and 15.3 of the CONTRACT, the PURCHASER shall pay to the CONTRACTOR the amount of EUR 4.077,35 as the reimbursement of one half of the stamp tax, which has been already paid by the CONTRACTOR in Turkey until the day of conclusion of the Amendment No. 1 to the CONTRACT. The payment terms set out in Article 14 of the CONTRACT (Payment Terms) shall be applied in this case accordingly.”*

The PARTIES have agreed that the existing paragraph 58.2 of the CONTRACT shall be completely cancelled and replaced by the new paragraph 58.2, 58.2.1 and 58.2.2 with the following wording:

### ***“58.2 Validity and Effectiveness of the CONTRACT***

*58.2.1 The CONTRACT becomes valid upon its signature by the PURCHASER, CONTRACTOR, OWNER and CEB. The CONTRACT shall become effective on the day of its publication in the Czech Register of Contracts (hereinafter the “**Register of Contracts**”) under the Czech Act No. 340/2015 Coll., Act on the Register of Contracts, as amended.*

*58.2.2 The PARTIES have agreed that the CONTRACT shall be published in the Register of Contracts by the PURCHASER in the publishable version - i.e. after the anonymization of the data (metadata) which form the part of the business secret, not later than 45 days since the CONTRACT was signed by the PURCHASER, CONTRACTOR, OWNER and CEB.”*

The PARTIES have agreed that the existing Enclosure 4 of the CONTRACT (Time Schedule) shall be completely cancelled and replaced by Enclosure 4A of the CONTRACT (Time Schedule).

## **INTERPRETATIVE RULES**

The following interpretative rules shall be used when interpreting the CONTRACT as amended by this AMENDMENT, unless resulting otherwise from the CONTRACT or its context.

When the reference is made to the “CONTRACT” in the CONTRACT, it shall be understood as the CONTRACT as amended by this AMENDMENT.

When the reference is made to the “Enclosure 4” in the CONTRACT, it shall be understood as the Enclosure 4 as amended by the Enclosure 4A.

## **FINAL PROVISION**

This AMENDMENT becomes valid upon its signature by the PURCHASER, CONTRACTOR, OWNER and CEB. This AMENDMENT shall become effective on the day of its publication in the Czech Register of Contracts (hereinafter the “**Register of Contracts**”) under the Czech Act No. 340/2015 Coll., Act on the Register of Contracts, as amended. The PARTIES have agreed that this AMENDMENT shall be published in the Register of Contracts by the PURCHASER in the publishable version - i.e. after the anonymization of the data (metadata) which form the part of the business secret, not later than 30 days since the CONTRACT was signed by the PURCHASER, CONTRACTOR, OWNER and CEB.“

The provisions of the CONTRACT which are not explicitly amended by this AMENDMENT shall remain valid and effective without any modification.

This AMENDMENT including its Enclosure is prepared in four (4) original counterparts in English language. The CONTRACTOR, the PURCHASER, the OWNER and the CEB shall receive one (1) copy upon the execution hereof.

An integral part of this AMENDMENT shall be the following Enclosure:

Enclosure 4A (Time Schedule).

Each PARTY represents that (i) it has duly read this AMENDMENT, (ii) it has fully understood its content and (iii) the AMENDMENT represents an expression of its true and free will and as the evidence thereof each PARTY or their authorized representatives affix their signatures below.

[THE PARTIES' SIGNATURES ARE CONTAINED ON THE NEXT PAGE]



[REDACTED]

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**ENCLOSURE 4A**  
**Time Schedule**

Milestone	Date
1. BASIC FIRE-FIGHTING PLAN submission	Has been handed over on/before EFFECTIVE DATE
2. BASIC CONSERVATION PLAN submission	Has been handed over on/before EFFECTIVE DATE
3. DETAIL FIRE-FIGHTING PLAN submission	Has been handed over on/before EFFECTIVE DATE
4. DETAIL CONSERVATION PLAN submission	Has been handed over on/before EFFECTIVE DATE
5. Expected start of SITE (onshore) activities	x (= date estimated during July- August 2018)
6. End of SITE activities and AS-BUILT of executed WORKS submission	x+131 DAYS