

**STANDARDIZED
POWER PURCHASE AGREEMENT
FOR ELECTRICITY SALE AND PURCHASE
FOR GRID- CONNECTED WIND POWER PROJECTS**

BETWEEN

SELLER
(Name)

AND

BUYER
(Name)

*(Issued together with Circular No...../2012/TT-BCT onmonth, 2012 by
the Minister of the Ministry of Industry and Trade)*

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SOCIALIST REPUBLIC OF VIETNAM

Independence- Freedom- Happiness

POWER PURCHASE AGREEMENT

Pursuant to Electricity Law of December 03, 2004;
Pursuant to Trade Law of June 14, 2005;
Pursuant to Decision No. 37/2011/QĐ-TTg of June 29, 2011 of the Prime Minister on the mechanism supporting the development of Wind Power projects in Vietnam;
Pursuant to Circular No...../...../QĐ-BCT of DD....MM...YY of the Prime Minister on the implementation of wind power project development and the standardized power purchase agreement for electricity sale and purchase for wind power projects;
Based on the demand for buying, selling power of the two parties,

Today, DD.....MM.....YY, at.....

We are:

Seller: _____

Address: _____

Phone: _____ Fax: _____

Tax Code: _____

Account: _____ Bank _____

Representative: _____

Title: _____ (To be authorized by _____

_____ in accordance with authorization document No. _____, DD _____ MM _____ YY _____)

Seller: _____

Address: _____

Phone: _____ Fax: _____

Tax Code: _____

Account: _____ Bank _____

Representative: _____

Title: _____ (To be authorized by _____)

_____ in accordance with authorization document No. _____, DD _____ MM _____ YY _____)

The parties hereto covenant and agree to sign the Power Purchase Agreement for the purchase and sale of electricity as follows

Article 1. Interpretation of terms

In this agreement, the following terms shall be construed as follows:

1. Seller:

2. Buyer:

3. Lender: are organizations and individuals who grant Seller or Buyer loans to effectuate this Agreement. List of Lenders is notified between parties in compliance with Article 6 of this Agreement.

4. Party or parties: are Seller, Buyer or both Seller and Buyer or unit(s) that shall take on rights and obligations of a party or the parties of this Agreement.

5. Connection point is where the electric line of the Seller is connected to the electric system of the Buyer

6. Electricity delivery point is when the power output sold is measured or counted by the Seller (electricity power measuring or counting point of the primary or backup Measuring System of the power Plant) stipulated in Appendix C.

7. Electricity Power Purchased is the amount subtracted from electricity emitted by the power plant at its highest capacity and electric power self-consumed by the power plant in given time at electricity delivery point, and is calculated in kWh, and accepted to be sold and delivered to the Buyer by the Seller, as prescribed in Appendix C of this Agreement.

8. The Agreement includes this Text and attached Appendices herewith.

9. Inter-bank average interest rate is inter-bank average interest rate that dues 01 month proclaimed by the State Bank of Vietnam at the time of payment.

10. Contract year is solar year of 12 consecutive months counting from the first day of January to the last day of December of that year, except for the first contract year which shall be counted from the first commercially operation day of the contract to the last day of December of that first contract year. The last contract year ends on the termination day of the Contract.

11. Maturity date is a fifteen (15) day term from the date on which the Buyer receives electricity- payment bill issued by the Seller.

12. Commercially operation day is the day on which the Seller informs the Buyers of power delivery in consistent with all the contents of this Contract and the Buyer must pay for the electric power amount delivered.

13. Grid- connected wind power project is a project of wind power connected to the national electricity system to provide electric power to the national electricity grids.

14. Standards, technical regulations of the power industry are regulations, standards and practices applied in the electricity industry and issued by competent organizations of Vietnam or regulations, standards of international organizations or of nations in the regions in accordance with legal stipulations, recommendations of equipment manufacturers, taking into account resources, materials, fuel and technical conditions affordable to the Vietnam electricity industry in given time.

15. Regulations on the operation of national electricity system are current legal stipulations on the operation of the national electricity system, constituted from: Circular No. 09/2010/TT-BCT dated 03 March 2010 of the Ministry of Industry and Trade on procedures for the formulation, approval and implementation monitoring of plans for the operation of the national electricity system (hereinafter shall be referred to as Circular 09/2010/TT-BCT); Circular No.12/2010/TT-BCT dated 15 April, 2010 of the Ministry of Industry and Trade on electricity transmission system (hereinafter referred to as Circular 12/2010/TT-BCT); Circular No. 32/2010/TT-BCT dated 30 July 2010 of the Ministry of Industry and Trade on electricity distribution system (hereinafter referred to as Circular 32/2010/TT-BCT) and documents amending or supplementing those circulars.

16. Emergency situations are situations that shall disrupt electric power supply services to customers of the Buyer, including cases that may cause substantial damages to the national electricity system, threatening the life, property or affecting the technical capacity of the power plant.

Article 2. Delivery, electricity power purchase and sale and operation

1. Electric Power delivery

From the date of commercially operation, the Seller agrees to deliver and sell electricity to the Buyer, the Buyer accepts to buy electric power from Seller in compliance with provisions of this Contract. Method to measure delivered electricity output shall be defined in Appendix C of this Contract.

The Buyer for the electric power shall be responsible to buy the entire electricity

output generated to the grid of the Buyer at the electricity purchase price stipulated in clause 2 of this Article.

The Seller shall be entitled to the benefits related to the environment in compliance with legal stipulations and international treaties.

2. Electricity purchase price

Electricity purchase price under this Contract is applied in compliance with provisions of Article 14 of Decision 37/2011/QĐ-TTg dated 29 June, 2011 of the Prime Minister on regulations on mechanism supporting the development of wind power projects in Vietnam which prescribes the price at electricity power delivery point is one thousand, six hundred and fourteen (1,614) dong/kWh (excluding value added tax) equaling to 7.8 UScents/kWh. Buyer shall receive a subsidized price of two hundred and seven (207) dong/kWh from the State for the entire purchased electricity output from wind power plants (equivalent to one (1.0) UScents/kWh). Electric power purchase price shall be adjusted to fluctuations of exchange rate between VND and USD at the time of payment.

3. Electricity purchase and sale

The Seller shall agree to operate power plant with available capacity of equipments and in accordance with standards, technical regulations of the electricity industry. The Seller shall not be subject to liability for direct damages of the Buyer caused by Seller for not providing enough purchased electric power in case of no fault of the Seller. In case of no written consent of the Buyer, the Seller reduces the sold amount of electricity for the purpose of sale to the third parties or for other purposes rather than producing power for sale to the Buyer, the Seller shall not be exempt from liability.

4. Operation plan

a) Prior to or on the effective date of this Contract, the Seller shall provide the Buyer with charts on capability for annual average electric power generation of the power plant on a monthly basis in compliance with the basic design of the power plant and charts on capability of generating electric power in correlation with wind data of the previous year.

b) The Seller shall provide the Buyer with annual electricity production plan comprising of:

- Monthly operation plans of the year (electricity output and available capacity);
- Maintenance and repairing for groups of machines in months of the year (if any).

c) The Seller must provide information on maintenance and repairing plans and plans for utilizing groups of electric power generating machines for power system regulation unit (according to regulation control level) in compliance with legal stipulations on the operation of the national electricity system .

5. Stop machines from working

The Seller shall inform the Buyer of the schedule and time expected for stopping the machines from working to repair as planned and unscheduled in consistent with regulations on the operation of the national electricity system.

6. Electricity grids operation

a) The Seller shall be responsible for the management, operation and maintenance of electrical equipments and electrical grids under the management scope for properties prescribed in the Agreement on connection with power grid management units, ensuring the compliance with stipulations on the operation of the national electricity system; standards, technical regulations of the electricity industry; and the electricity selling and buying under the power purchase Agreement.

b) The Seller shall be liable for discussions and consensus with units managing the operation of the national electricity system (according to the regulation control level) on plans for electricity power mobilization and solutions to reduce impacts on the transmission of electricity grids of different areas due to constraints related to additional charges and electricity grids of those areas.

7. Interruptions in receiving and buying electricity

The Buyer shall not be liable for obligations of buying or receiving electricity in the following cases:

a) The Power plant of the Seller provides its operation and maintenance not in compliance with the regulations on the operation of the national electricity system and standards and technical regulations of the electricity industry;

b) During the time the Buyer installs electrical equipments, repairs, replaces, inspects or s electricity grids and all of those activities are directly related to the connection of power plant of the Seller;

c) Electricity grids transmitted, connected to those of the Buyer witness incidents or incidents arise from electricity grid equipments directly connected to those transmitted and distributed electric grids of Buyer;

d) The electricity grids of the Buyer need recovery solutions after incidents in accordance with provisions on the operation of the national electricity system and standards and technical regulations of the electricity industry.

8. Interruptions in distributing and selling electricity

The Seller shall be liable to cease or reduce the amount of electricity sold and delivered to the Buyer in the event of equipment installation, repairs, replacement, inspection, testing or repairing the power plant that directly affects the distribution of electric power to the Buyer.

Before ceasing or reducing the amount of electricity distributed to the Buyer, the Seller must notify Buyer thereof in advance for at least ten (10) days prior to the accession or reduction and clearly state the reasons, expected starting time and interruptions of electricity distribution.

9. Coordination

The Buyer shall be responsible for reducing reduction time or ceasing the receipt of electricity in the cases cited in clause 7 of this Article. Except for emergency cases, on temporarily reducing or ceasing the receipt of electricity purchased, the Buyer shall be deemed to inform Seller in advance for at least ten (10) days, clarifying reasons, scheduled starting point and interruptions duration. When necessary, the Buyer must convey regulation commands on operation from electricity system regulation unit related to the operation of the power plant and Seller shall be liable to comply with those commands, except for cases that those commands would change the plant's characteristics that need mobilization.

10. Capacity Coefficient

The Seller agrees to operate the power plant synchronized with electricity grids of the Buyer to deliver electricity at electricity delivery point, at a level of compatibility of voltages and capacity coefficient determined in Circular 12/2010/TT-BCT and Circular 32/2010/TT-BCT at the electricity delivery point for the Buyer.

11. Synchronized operation

The Seller shall be liable to inform the Buyer in writing at least thirty (30) days before the first time synchronization for between electricity generating machine group of the power plant of the Seller and the electricity grids of the Buyer. The Seller must coordinate with the Buyer in operation during this first time and subsequent synchronizations.

12. Standards

The Seller and the Buyer must comply with regulations relating to the delivery and receipt of electricity according to Circular 12/2010/TT-BTC and Circular 32/2010/TT-BCT prescribing the electricity measure and counting and legal documents related to electricity industry.

13. Change of the commercially operation day

Within a six (06) to twelve (12) month period prior to the commercially operation day stipulated in Appendix A, the Seller must officially confirm the change of commercially operation day. The parties shall be liable for cooperation; the Buyer may not decline without sound reasons.

Article 3. Connection, measurement, counting and operation of the power plant

1. Responsibilities at electricity delivery point

The Seller shall be responsible for the investment, installation of equipments for the electricity transmission and delivery to the Buyer at electricity delivery points. The Buyer shall be liable for cooperation with the Seller in implementing this installation.

2. Connection

a) The Seller is responsible for the investment, construction, operation and maintenance of connection equipments to connect power plant to the transmission and delivery of electric grids in accordance with Regulations on transmission and delivery electric grids and other related stipulations. The Seller shall bear the costs to upgrade the measuring and counting system at transforming station to measure electricity capacity productive and reactive in two (2) dimensions in distribution lines connected to the power plant in accordance with Appendix B of this Agreement.

b) The Buyer shall be liable to consider the technical design, checking the adequacy of protection devices. The Buyer must notify the Seller of the experiment and appraisal results in writing within thirty (30) days since the date of receipt of all technical dossiers related to the design. The Buyer must notify in writings all design errors that are detected. The Seller must make amendments and modifications proposed by the Buyer in accordance with the provisions of law for national electricity system operation and standards, technical regulations of the electric power industry.

3. Connection Standard

Equipments of the Seller and of the Buyer must be installed, operated and connected in compliance with legal stipulations on national electricity system operation and standards, technical regulations of the electric power industry

4. Monitoring the implementation of standard connection

When there is notification in advance as prescribed, each party has the right to monitor the connection equipment of the other party to ensure the implementation compatible with legal regulations on the operation of the national electricity system. The testing would not affect the operation of the party being tested. In case that devices tested of the other party could not meet the conditions for operation and maintenance, the party that tests must notify the tested one of points that need adjustment. The party that is tested shall be liable to carry out measures to pursue necessary remedies on receiving request for reasonable adjustment from the party that tests.

5. Magnetism-excitation generator

If the power plant of the Seller has magnetism-excitation generators, the Seller must install electric capacitors adjusting capacity coefficient particular to specific generators. Those electric capacitors must be closed and cut concurrently with each magnetism-excitation generator. Values of the KVAR norm of electric capacitors must ensure the highest standard value but not exceed unload KVAR required of the generators. The Seller

must pay the Buyer the cost of electricity consumption for the operation of magnetism excitation generators in case the consumed electricity is taken from the electricity grids of the Buyer at electricity retail price at the corresponding level of electric voltage. Payment is made under the regulations of Article 4 of this Contract.

6. Measuring and Counting

a) Obligations of the Seller:

- Install and maintain key measuring and counting equipments and backup measuring and counting devices used for measuring and counting electric output and billing;

- Provide installation place for measuring and counting equipments if the connection point is at the power plant.

b) Requirements of measuring and counting equipments:

- Compatible with stipulations on measuring and counting and other related regulations;

- Capable of storing and recording active and reactive electric capacity and in two dimensions;

- Capable of transferring data to locations requested by the Buyer;

- Be lead -sealed off, capable of recording and storing the enormous data.

7. Inscription of meter figures

Every month (or the period of meter figure inscription agreed by the two parties), the Buyer and the Seller shall read and record meter figures together.

After giving notification as prescribed, the Buyer may get in power plant or installation places for measuring and counting equipments to record meter figures, check meters and perform other activities related to the implementation of obligations of this Agreement. The Buyer's activities at the power plant must not affect normal operation of the Seller. The employees or inspectors appointed by the Buyer must obey safety regulations and rules of the power plant on entering it.

8. Inspection of electricity- measuring and –counting equipment

a) The inspection and testing electricity-measuring and-counting equipments and confirmation of the accuracy of the electricity-measuring and-counting equipments must comply with regulations on electricity-measuring and-counting and done by competent or authorized organizations. Inspections should be done before the first-time operation of those electricity-measuring and-counting equipments so as to record electricity output purchased of the power plant. All of electricity-measuring and-counting equipments must be lead sealed-off and locked off after inspection and the Buyer has the right to witness this process.

b) All electricity-measuring and-counting equipments of the power plant should be inspected on a yearly basis compatible to regulations on electricity measuring and

counting, inspection costs are paid by the Seller. In necessary cases, one party may propose to verify the accuracy of any electricity-measuring and counting equipments, the costs for inspection shall be borne by the party who proposes. Inspection results of the measuring and counting equipments must be sent to the other party upon request. In case the measuring and counting equipments have errors greater than the allowed level prescribed in the regulations on measuring and counting, the Seller shall bear the responsibilities to correct or replace and return the excess amount of money collected to the Buyer plus the interest rate of the excess amount collected basing on basic interest rate and expenses for inspecting the measuring and counting equipments. Each party shall be notified in advance and has the right to appoint persons to participate in sealing-off, testing, inspecting and lead-sealing the meters. In case one party finds out that an electric meter is broken or does not work appropriately, the party must promptly notify the other one, the meter must be checked and repaired by its owner.

9. Transfer electricity ownership

At electricity delivery points, the electricity ownership is transferred from the Seller to the Buyer. At this point, the Buyer has the right to own, control and take responsibility for the electric power received. Electricity output is transmitted by alternating current electric lines of three (03) phases, fifty hertz frequency (50Hz) with the voltage specified in Appendix C of this Agreement.

10. Operation of the power plant

The Seller must operate the power plant in accordance with stipulations on electricity transmission and distribution grids; standards, technical regulations of the electricity industry and other relevant legal provisions.

Article 4. Billing and payment

1. Billing

Every month (or on the period of meter figures inscription agreed by the two parties), the Buyer and the Seller read and record meter figures together on the agreed day to determine the amount of delivered purchased electricity in the month. The Seller shall record meter readings as prescribed form under certification of representatives of the Buyer and send results of meter readings with invoices in writing (or by fax, with official letter to come latter or by mailing the copy of those official documents) to the Buyer within ten (10) working days after recording the meter figures.

2. Payment

a) The Buyer shall make electric payment to the Seller according to clause 2 Article 2 and Appendix D of this Agreement for the entire purchased electricity no later than the due date of payment.

b) In case the Buyer fails to pay within the payment period specified above, the Buyer shall be liable to pay interest on the late payment for the entire late payment penalty. Late payment interest penalty is calculated by one point five (1.5) times of the

interest rate of the inter-bank average exchange rate for a one (01) month period counting from the date after the payment due date.

c) In case the Buyer does not read the same meter figures as regulated in clause 1 of this Article, the Buyer shall be obliged to pay the Seller the amount of delivered electricity as prescribed.

3. Electricity sold estimation

In case there is not enough data necessary to determine the amount of electricity or payment that the Buyer owes the Seller, except for cases referred herein in clause 4 of this Article, the Seller must estimate those data and adjust payment as in actual situation of the subsequent payments.

4. Application and replacement order for meter figures

To determine the electricity output received and accepted in a payment period by the Buyer, the recordings of electricity output, billing and payment must be based on the estimates of according to the following order:

a) Major meter figures at the power plant during the payment period, accurate in accordance with provisions of clause 8 of Article 3 of this Agreement;

b) Back up meter figures at the power plant, when backup meter is used to measure and count delivered electricity output being accurate in accordance with provisions of clause 8 of Article 3 of this Agreement;

c) When all meters do not accurately record the amount of electricity delivered, estimations of delivered electricity output according to average monthly data (if any) of the power plant must be done in the same payment period of the previous year of the contract year and must be reasonably adjusted for specific billing period basing on the corresponding data available that affect the electricity generation of the power plant as wind parameters, efficiency of machinery groups, number of operating hours, operation duration of the electricity generation machinery group and self-consumed electricity (generally referred to as “operation parameters”) in the time the meters are broken.

In the absence of reliable data, estimations of delivered electricity output according to the monthly average electricity of the power plant of six (06) payment periods right before the point when the meters are broken (or less than that if the power plant has not been operated for six months) and must be adjusted according to cessation or to operation Parameters.

5. Bill disputes

a) In case one party does not agree with all or parts of the bill for electricity output delivered or the amount of payment, the party shall be liable to notify the other party in writing prior to the due date of payment. After receiving notification that the parties cannot reach agreement for settlement, the time limit for one or all parties to provoke dispute is one (01) year from the date that the Buyer receives a validated invoice.

b) In case the Seller wins in dispute settlement under clause 1,2 of Article 7 of this

Agreement, the Buyer must pay the Seller all the dispute expenses plus the interest rate calculated at basic interest rate, combining monthly interest payment from the due date of payment to the date of dispute expenses payment.

In case the Buyer wins, the Seller shall refund the received dispute expense payment plus the interest rate calculated at basic interest rate, combining monthly interest payment from the due date of payment to date of dispute expenses payment.

All payments referred herein must be done within fifteen (15) days since the issuance date of the final decision on dispute settlement according to Article 7 of this Agreement.

Article 5. Coordination in case of forcé majeure

1. Forcé majeure

Forcé majeure events are events objectively occur and could not be anticipated or overcome despite taking all necessary and available measures and resources. Forcé majeure events include:

- a) The decision of competent authorities affecting the ability to perform the obligations of a Party;
- b) After the date of commercially operation, the Seller could not get the license or approval of the competent State agencies despite reasonable efforts;
- c) Natural disasters, fires, explosions, floods, tsunamis, epidemics or earthquakes;
- d) Violence, riots, war, resistance, sabotage, embargo, besiegement, blockade, or any act of war or hostilities against the community whether the war is declared or not;
- đ) Nationalization, expropriation or confiscated properties of the Seller under Decisions of the competent State agencies;
- e) Other causes beyond the control and are not faults of the party invoking forcé majeure events.

2. Coordination in settlement in case of forcé majeure events

In case of forcé majeure events, the party invoking forcé majeure shall:

- a) Quickly send a written notice to the other party of the forcé majeure events, clarifying the reasons, submitting sufficient evidences for those forcé majeure events and propose expected time and anticipate influence of those forcé majeure events over their capability for performing their obligations;
- b) Try all their best to perform their obligations stipulated in the Agreement;
- c) Speedily carry out necessary activities to remedy forcé majeure events and provide evidences to demonstrate their reasonable efforts to overcome forcé majeure events;
- d) Take necessary measures to minimize harms toward the parties of the Agreement;
- đ) Quickly notify parties of the termination of the forcé majeure events.

3. Consequences of forcé majeure events

In case one party could not perform a part or the whole of his obligations under this Agreement due to forcé majeure events, the violating party shall be exempt from liability related to the failure to perform obligations under the Agreement due to forcé majeure

events.

4. Duration of forc e majeure events

In case of force majeure events preventing a party to fulfill their obligations under this Agreement within a period of one (01) year, the other party shall have rights to unilaterally terminate the Agreement after sixty (60) days since the date of receipt of written notification, unless the obligations arisen within the sixty (60) days.

Article 6. Term, breaches, damage compensations and suspension of Agreement performance

1. Term

This Agreement takes effect from the date of agreement signing and terminates after twenty (20) consecutive years since the commercially operation date. After the termination of the Agreement, contents of this Agreement continue to take effect for a period of time necessary for Agreement parties to finally draw up, adjust and pay bills and perform all rights and obligations of parties in this Agreement.

2. Activities of the Seller violating the Agreement

- a) The Seller could not run the commercially operation day as prescribed in Appendix A within three (03) consecutive months, except for force majeure events;
- b) The Seller fails to perform or comply with the contents of the Agreement within sixty (60) days since receiving written notice from the Buyer.

In case the Seller or the Lender of the Seller has tried to remedy violations within the sixty (60) days herein but the remedy could not be completed within the period, the Seller or the Lender of the Seller may lengthen the time for remedy to a maximum of one (01) year since the date of receiving the written notice of violation activities of the Seller. The Seller must continue to complete the remedy for violation in a shortest time, except for cases referred to in Article 5 of this Contract;

- c) The Seller denies the validity of a part of or the whole of the Agreement;
- d) Serious violations of commitment of the Seller according to Article 10 of this Agreement.

3. Activities of the Buyer violating the Agreement

- b) The Buyer fails to perform or comply with the contents of the Agreement within sixty (60) days since the date of receipt of written notice of the Seller.

In case that the Buyer or the Lender of the Buyer has tried to remedy violations within the sixty (60) days herein but the remedy could not be completed within the period, the Buyer or the Lender of the Buyer may lengthen the time for remedy to a maximum of one (01) year since the date of receiving the written notice of violation activities of the Buyer. The Buyer must continue to complete the remedy for violation in a shortest time, except for cases referred to in Article 5 of this Agreement;

- b) The Buyer fails to pay an amount of payment without disputes under the

Agreement on due date of payment and the unpaid amount continues for more than ninety (90) days without sound reasons;

- c) The Buyer denies the validity of a part of or the whole of the Agreement;
- d) Serious violations of commitment of the Buyer according to Article 10 of this Agreement.

4. Remedy procedures and Agreement breaches repairing

a) In case there is an event violating the Agreement, the aggrieved party must send written notice to the breaching party. The breaching party must be cooperative to resolve the Agreement breaching events.

b) *The* Lender of the breaching party has the right to appoint a third party or to replace the breaching party to remedy the breach of the Agreement, however, notification must be in written form sent to the breaching party. In this case, the replacement should not increase the financial burden of the aggrieved party. The aggrieved party must accept the replacement or designation of the third party by the Lender to remedy violations of the agreement. The Lender of the breaching party shall notify in written form to the aggrieved party of expected measures for violation remedy for the breaching party and reach a consensus with the aggrieved party on a reasonable period of time counting from the date of receiving notice on obligation performance in consistent to the Agreement for the breaching party.

5. Compensation for damages

a) The party violating the Agreement shall be obliged to pay compensation for damages caused by violation activities to the aggrieved party. Compensation value includes the value of actual, direct losses by the violating party but born by the aggrieved party and direct benefits that the aggrieved party should be entitled to if there are no violations.

b) The aggrieved party must demonstrate damages, level of loss caused by the violations and direct benefits that the aggrieved party should be entitled to if there are no violations.

6. Cessation of Agreement performance

In case the violations of the Agreement could not be resolved in accordance to clause 4 of this Article, the aggrieved party may continue to ask the violating party to remedy their violations or to cease the Agreement performance by sending notification to the violating party. After the aggrieved party chooses to cease the Agreement implementation under provisions of this Agreement, Agreement parties shall not have to perform contractual obligations, except for cases prescribed in clause 1 of this Article and the aggrieved party has the right to request the violating party to pay for the damages.

In case the Seller is the aggrieved party that chooses to cease the implementation of the Agreement, the compensation value is calculated by the value of actually generated electricity output of the Seller within a period of one previous year counted to the

cessation of the Agreement performance.

Article 7. Settlement of Disputes

1. Resolve the disputes by negotiation

In case of disputes between parties of this Agreement, the party provoking the dispute must notify the other party in written form of the disputes and requirements. The parties shall negotiate to resolve the dispute within sixty (60) days since the date of receipt of notice from the party provoking the dispute. Dispute resolution related to electricity payment shall be done within a period of fifteen (15) days since the date of notification of the party having request.

After the specified term above, if agreement and consensus could not be reached, the parties may settle disputes in accordance with the procedures set out in clause 2 or clause 3 of this Article or according to legal provisions.

This mechanism for dispute settlements could not be applied for disputes not directly occur from this Agreement between one party of the Agreement and the third party.

2. Settle disputes by mediation at the General Directorate of Energy

After the time limit specified in clause 1 of this Article within which the dispute could not be resolved by negotiation between parties, one of the two parties may file their proposal to the General **Directorate** of Energy to settle the dispute by mediation. General **Directorate** of Energy shall host the mediation of dispute between the two parties and send written notification of the mediation results to the two parties for consensus in implementation.

3. Resolve disputes in electricity market in compliance with the legal provisions.

In case disputes could not be resolved by negotiations, mediations or one of the parties does not comply with the results of negotiations or mediations, a party or parties may request dispute resolutions in accordance with regulations of Circular No.40/2010/TT-BCT dated 13 December 2010 of the Ministry of Industry and Trade prescribing the procedures and orders for dispute settlements in the electricity market.

Article 8. Mandating, transferring and restructuring

1. Mandating and transferring

In case this Agreement is mandated or transferred for implementation, regulations on rights and obligations prescribed in the Agreement continue to take effect to the parties' legal representatives, authorized representatives.

In case the Seller transfers or mandates the implementation of the Agreement, the Seller must have the written consensus of the Buyer, except for cases that the Seller authorizes the Lender partly or wholly in order to receive loans, buy equipments or to build power plant. If the meditation of the Seller worths approximately the value of the devices available for being operated, it is a valid authorization under this Agreement.

The party that mandates or transfers must send written notification of the meditation and transferring to the other party.

2. Restructuring

In case the restructuring of the electricity industry affects the rights or obligations of the Seller or the Buyer of this Agreement, the implementation of the Agreement shall be transferred to receiving units. The Buyer must be responsible for the certification and guarantee in writing that receiving units shall bear the obligation to purchase or distribute electricity and other rights and obligations under this Agreement.

3. Choosing to participate in the electricity market

The Seller shall be obliged to choose to participate in electricity market in accordance with regulations on competitive electricity market. In this case, the Seller must send written notification in advance for one hundred and twenty (120) days to the Buyer, the General Directorate of Energy, and to the Department of Electricity Regulation and has the right to unilaterally terminate the Agreement after sending the notification as prescribed.

Article 9. Other agreements

1. Agreement amendment

The parties must not modify, supplement this Agreement, otherwise having written consensus. The amendment and supplement of this Agreement shall be done in accordance with stipulations of Circular No.....DD....MM...YY by the Minister of Ministry of Industry and Trade on regulations on the implementation of wind power projects development and standardized power purchase agreement for electricity sale and purchase for wind power projects.

2. Obligations of cooperation

The Seller is obliged to perform legal procedures related to power plant. The Buyer is responsible for the cooperation with the Seller to obtain a license, approval, permission and the necessary approval from competent State agencies related to power plant location, fuel, resources management, investment, remission and sale of electricity output, ownership and operation of power plant, including the provision of supplement documents or documents in the form of storage files and carry out necessary and reasonable activities to perform the agreement between the parties.

3. Complete Agreement

This Agreement is a final complete consensus between Agreement parties and replaces the discussed contents, information, correspondences exchanged before the signing of this Agreement.

4. Applicable law

The interpretation and implementation of this Agreement shall be done in consistent with provisions of Vietnamese law.

5. The non- exercised rights

The failure of one party to exercise its rights under this Agreement at any time shall

not affect the enforcement of rights under the subsequent Agreement. The parties agree that the statement of not exercising the rights of a party to any commitments or conditions under the Agreement, or any breaches of the Agreement shall not be considered as abandonment of similar rights of the party.

6. The independence of the Agreement contents

In case there is a content of this Agreement considered as inconsistent with the provisions of law or invalid under the court’s ruling, other contents of the Agreement still take effect, if those other contents fully demonstrate the Agreement without the invalid contents.

7. Notification

Any notifications, invoices or other necessary information exchanges throughout the implementation of this Agreement must clearly state the formulation date and relation to the Agreement. The notifications, invoices or other necessary information exchanges must be made in writing and delivered by postal service or fax. If being sent by fax, the original must be sent later by postal services with prepaid postage. Notifications, invoices or information exchanges must be sent to the following addresses:

- a) Seller: General Director, _____, _____, Viet Nam;
- b) Buyer: _____, _____, Viet Nam

c) In notifications, including notification appointing the lender, the parties should specify the sender’s address or the recipient’s address in the form prescribed in this Clause.

d) Each notification, invoice or information exchange sent by mail, exchanged and transmitted by the mentioned-above methods are considered as delivered and received at the time they are delivered to recipient’s address or at the time they are refused by the recipient of the above address.

8. Confidentiality

The Buyer agrees to ensure confidentiality of the information of power plant in Appendix of the Agreement, except for information previously announced by the Seller or the General Directorate of Energy.

Article 10. Implementation commitment

The two parties commit to implement this Agreement as follows:

- 1. Each party is legally established to do business in Vietnam;
- 2. The signing and implementation of this Agreement by each party are in accordance with the conditions and contents of the electricity trading license issued by the competent authority and the relevant legal provisions;
- 3. The parties have no legal or administrative acts preventing or affecting the other party to perform this Agreement;

4. This Agreement prescribes legal and binding obligations of parties compatible to the contents of the Agreement.

5. The signing and implementation of one of the parties of this Agreement would not violate any provisions of other Agreement or would not be part of another Agreement of which the party is one of the Agreement beneficiaries.

The Agreement is made in ten (10) copies of equal validity, each party holds four (04) copies, the Seller shall be deemed to send one (01) power purchase agreement to the General Directorate of Energy and one (01) copy to the Department of Electricity Regulation.

SELLER REPRESENTATIVE
(Title)

BUYER REPRESENTATIVE
(Title)

(Stamped and Signature)

(Stamped and Signature)

(Full name)

(Full name)

Appendix A

TECHNICAL SPECIFICATIONS OF THE POWER PLANT

(Attached herewith Agreement No.....DD....MM....YY)

Part A. General specifications

1. Name of the power plant: _____
2. Place of the power plant: _____
3. Norms of output: _____ kW
4. Electric output sold to the Buyer: minimum _____ kW; maximum _____ kW
5. Self-consumed electric output of the power plant : minimum _____ kW; maximum _____ kW
6. Expected annual electric output : _____ kWh
7. Date of completion of the power plant construction : _____
8. Expected commercially operation date of the power plant: _____
9. Voltage generated to distribution grids : _____ V
10. Connection point to distribution grids : _____
11. Place to install measuring and counting equipments : _____

Part B. Operation specifications of specific technology

1. Electric generation technology (turbine, generators, blades, high poles):
2. Characteristic of operating the design: _____
3. Average wind speed/month: _____

Graphs of wind energy distribution and no-wind to commercially generate electricity: _____

Appendix B
REQUIREMENTS FOR SYSTEM CONNECTION

(Attached herewith Agreement No.....DD.....MM.....YY)

(To be separately applied to different projects according to technical specifications of the projects, including one-line diagram of connection devices and lists of characteristics of the measuring and counting system and the electric voltage)

Appendix C

MEASURING AND COUNTING SYSTEM AND DATA COLLECTION

(Attached herewith Agreement No...DD.....MM.....YY)

I. Place of installation and features of the measuring and counting system

1. Place of installation of the measuring and counting system :

Main measuring and counting system and backup measuring and counting system shall be installed in the Power plant in accordance with agreement on technical design for electricity measuring and counting system stipulated in Document No.....of.....(an appendix to the Agreement).

2. Features of the measuring and counting system must be consistent with provisions on electricity capacity measuring and counting issued by the Ministry of Industry and Trade.

II. Technical requirements for the measuring and counting system

Technical requirements of measuring and counting devices, circuits, lead seal-off measures and requirements for data collection and readings of assorted electricity meters must be compatible with provisions of Circular on electricity measuring and counting issued by the Ministry of Industry and Trade.

III. Measuring and counting positions

The two parties hereunto agree to use current measuring and counting positions of the power plant as follows:

Group of machines	Main measuring and counting system	Backup measuring and counting system
	[...]	[...]
[...]	[...]	[...]
	[...]	[...]

IV. Methods to determine distributed electricity output

1. On the first day (01) of the month, the legal representatives of the two Parties shall jointly conclude the meter readings and record the validation of meter readings at 0 a.m of the first (01) and amount of monthly distributed electricity output of the preceding month.

a) Electricity output that the Seller distributes to the Buyer in payment month is calculated by the formula:

$$A_G = \sum_{i=1}^n A_{G_i}$$

Of which:

A_{G_i} : Amount of electricity output distributed at measuring and counting point i of the respectively main measuring and counting system in the month;

A_G : Amount of electricity output that Buyer pay for Seller in the payment month (kWh)

b) Electricity output that Seller receive form the national electricity system in the payment month is calculated by the formula:

$$A_N = \sum_{i=1}^n A_{N_i}$$

Of which:

A_{N_i} : Amount of electricity output received at measuring and counting point i of the respectively main measuring and counting system in the month;

A_N : Amount of electricity that the Seller pays for [Electricity Company....] according to the selling price table for industrial customers as prescribed by the competent State authorities (kWh).

Appendix D

ELECTRICITY PAYMENT

The Buyer pays the Seller the entire electricity purchased on a monthly basis at price stipulated in clause 2 of Article 2 as the following formula:

$$Q = 0,078 * F * A_g * (1+t)$$

Of which:

- Q is the total amount for electricity purchased paid by the Buyer to the Seller (dong);
- A_G is the monthly purchasing electricity;
- F is foreign exchange rate of dong/USD (selling price) of Vietnam Foreign Trade Bank at the time of payment (dong/USD).
- t is value- added tax rate (%).
- Coefficient 0.078 is adjustment coefficient of electricity buying price in relation with the foreign exchange rate fluctuations dong/USD, equivalent to 7.8UScents/kWh under provisions of Decision 37/2011/QD-TTg dated 29 June 2011 of the Prime Minister on mechanisms supporting wind power projects.