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**"Lease"** means the agreement between the CEB and the Project Company for the lease of the Project Site for the Wind Farm Facility entered into on or around the date of the Power Purchase Agreement;

**"Month"** means a period beginning at 0000 Hours on the first (1<sup>st</sup>) Day of a calendar month and ending at 2400 Hours on the last Day of that calendar month, pursuant to the definition of "month" as given in Schedule 1 of the Power Purchase Agreement;

**"MW"** means a megawatt or 1000 kilowatts;

**"Non-Sri Lanka Force Majeure"** means any event of Force Majeure which is not an event of Sri Lanka Force Majeure;

**"Notice"** has the meaning given to that term in Clause 9.1.1;

**"Notice of Arbitration"** has the meaning set out in Schedule 2 (Disputes Resolution Procedure);

**"O&M Contractor"** means the contractor appointed by the Project Company under the Operation and Maintenance Agreement;

**"Operational Period"** Operational Period has the meaning as set out in the Power Purchase Agreement;

<b>"Operation and Maintenance Agreement" or "O&amp;M Agreement"</b>	means the agreement between the Project Company and the O&M Contractor for the operation and maintenance of the Wind Farm Facility;
<b>"Power Purchase Agreement" or "PPA"</b>	means the Power Purchase Agreement between the Project Company and the CEB, entered into on or about the date as this Agreement pursuant to which the Project Company has agreed to sell to the CEB, and the CEB has agreed to purchase from the Project Company, electricity generated by the Wind Farm Facility;
<b>"Preliminary Period"</b>	means the preliminary period under the Power Purchase Agreement;
<b>"Project"</b>	means the design, financing, procurement, construction, testing, Commissioning, completion, ownership, management, long-term operation, repair, maintenance and transfer of the Project Facility in accordance with the Project Agreements;
<b>"Project Agreements"</b>	the Implementation Agreement, Power Purchase Agreement, the Lease, Direct Agreement, direct agreements relating to any other Project Agreements, and the BOI Agreement;
<b>"Project Company"</b>	means _____, being a limited liability special purpose vehicle incorporated in Sri Lanka and established for the purpose of financing, designing, constructing, operating and maintaining the Project;

<b>“Project Facility”</b>	means the Wind Farm Facility and the Transmission Facility;
<b>“Project Site”</b>	means <ul style="list-style-type: none"> <li>i) the area of land more particularly described in the Lease where the Wind Farm Facility is to be located and shall include the necessary easements;</li> <li>ii) corridors for the carrying out of the Project and any other places as may be specified in the Project Agreements as forming part of the Project Site;</li> </ul>
<b>"Prospective Finance Parties"</b>	has the meaning given to that term in Schedule 1 of the Power Purchase Agreement;
<b>"Prudent Utilities Practice"</b>	has the meaning given to that term in Schedule 1 of the Power Purchase Agreement;
<b>"Request for Proposals"</b>	has the meaning given to that term in Schedule 1 of the Power Purchase Agreement;
<b>"Restoration"</b>	has the meaning given to that term in Clause 5.3.4;
<b>"Rupees" or "Rs" or "LKR"</b>	means the lawful currency of Sri Lanka;
<b>“Senior Debt”</b>	has the meaning given to that term in Schedule 1 of the Power Purchase Agreement;
<b>“SLSEA”</b>	means the Sri Lanka Sustainable Energy Authority established under the Sri Lanka Sustainable Energy Authority Act No. 35 of 2007;

**"Sri Lanka Force Majeure"**

means Force Majeure as a result of any of the events set out in Clauses 5.1.2(i), 5.1.2(ii) and 5.1.2(iii);

**"Subsidiary"**

means a company:

- (i) of which the majority of its issued share capital is held by another company; or
- (ii) in respect of which another company has, the right to control the composition of the board of directors, or the casting of votes at shareholders' meetings, of that company; or
- (iii) which, or whose board of directors, normally acts in accordance with the instructions of another company;

**"Tribunal"**

has the meaning given to that term in paragraph 3.4 of Schedule 2 (Disputes Resolution Procedure);

**"UNCITRAL Rules"**

has the meaning given to that term in paragraph 2.1 of Schedule 2 (Disputes Resolution Procedure);

**"United States Dollars", "US Dollars", "US\$" and "USD"**

means the lawful currency of the United States of America;

**"Wind Farm Facility"**

has the meaning given to that term in Schedule 1 of the Power Purchase Agreement;

## **Schedule 2 - Disputes Resolution Procedure**

### **Arbitration**

#### **2.1 References to Arbitration**

Any dispute or difference of whatever nature between the parties arising out of or in connection with this Agreement (which are not first amicably resolved between the parties) including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in accordance with the Arbitration Rules of the United Nations Commission on International Trade (the "**UNCITRAL Rules**") for the time being in force, which rules are deemed to be incorporated by reference to this clause save as may be amended by this Schedule 2 (Disputes Resolution Procedure).

#### **2.2 Notices of Arbitration**

Either of the parties to this Agreement who wishes to initiate an arbitration shall give a notice of arbitration to the other party in accordance with Article 3 of the UNCITRAL Rules.

#### **2.3 Place and Language of Arbitration**

The seat and place of the arbitration shall be Colombo, Sri Lanka, provided however that until such time as all Senior Debt has been repaid and no amount remains outstanding to the Finance Parties, the place of arbitration shall be Singapore. The language of the arbitration shall be English and any award shall be rendered in English.

#### **2.4 Arbitral Tribunal**

The Arbitral Tribunal (the "**Tribunal**") shall be composed of a sole arbitrator appointed by agreement of the parties within twenty one (21) Days of receipt of Notice of Arbitration (or such longer period as the parties may agree) and, in the absence of such agreement, each party shall appoint one arbitrator and the two arbitrators shall choose the third arbitrator who will act as the presiding arbitrator of the Tribunal in accordance with Article 7 of the UNCITRAL Rules.

## **2.5 Consolidation of Disputes under this Agreement**

2.5.1 Each party agrees that for the purposes of the UNCITRAL Rules, the arbitration agreement set out in this Schedule 2 and the arbitration agreement contained in the Project Agreements shall together be deemed to be an arbitration agreement that binds each party to this Agreement and each party to the Project Agreements.

2.5.2 After a Tribunal has been appointed, either party may give a further notice of arbitration to the other party and to the Tribunal referring any other dispute arising out of or in connection with this Agreement to those arbitral proceedings. If the other party consents within thirty (30) Days of receipt of such notice (determined in accordance with Clause 10.1) to any such other dispute being so referred, the Tribunal may, as it considers appropriate, order that the other dispute should be referred to and consolidated with the same arbitral proceedings.

## **2.6 Conduct of Arbitration**

In accordance with Article 15 of the UNCITRAL Rules, the Tribunal may (subject to the UNCITRAL Rules) conduct the arbitration in such manner as it considers appropriate. In all matters not expressly provided for herein or in the UNCITRAL Rules, the Tribunal shall act in accordance with the spirit of the UNCITRAL Rules bearing in mind, in particular, that there may be more than two parties to the proceedings and that there may be more than one set of proceedings.

## **2.7 Awards**

All and any awards or other decisions of the Tribunal shall be made in accordance with the UNCITRAL Rules in writing and shall be binding on the parties who exclude all and any rights of appeal from all and any awards insofar as such exclusion can validly be made in connection with any question of fact or law arising in the course of the arbitration or with respect to any award. The final award shall be made within six months from the appointment of the Tribunal, but insofar as it is impractical to do so, shall be made as soon as possible. All and any awards or other decisions of the Tribunal shall be made in US Dollars (unless the Tribunal determines that the obligation or liability in respect of which an award is made should be compensated in Rupees) free



of any tax, deduction or set off and the Tribunal shall be authorised in its discretion to grant pre-award and post-award interest at commercial rates.

## **2.8 Costs of Enforcement**

Any costs, fees, or taxes incident to enforcing any award shall to such extent as is permitted by law, be charged against the party resisting such enforcement.

## **2.9 Parties Obligations During Arbitral Proceedings**

**2.9.1** Except as expressly provided in this Agreement, pending the award in any arbitration proceeding hereunder (i) this Agreement and the rights and obligations of the parties shall remain in full force and effect and (ii) each of the parties shall continue to perform their respective obligations under this Agreement. The termination of this Agreement shall not result in the termination of any arbitration proceeding pending at the time of such termination nor otherwise affect the rights and obligations of the parties under or with respect to such pending arbitration.

### **2.9.2 Each party irrevocably agrees not to initiate any suit or other proceedings:**

- (i) in any court of competent jurisdiction arising out of or in relation to any dispute requiring to be determined by an arbitral proceeding in accordance with this Schedule 2 (Disputes Resolution Procedure) until any such dispute has been concluded by means of a final decision of the Tribunal; or
- (ii) in which relief or remedy is sought by way of an injunction or other judicial order (interlocutory or final) which would have the effect (directly or indirectly) of restraining or impeding the maintenance or prosecution by either party of any arbitral proceeding initiated in accordance with this Schedule 2 (Disputes Resolution Procedure);

provided that a party may initiate a suit or proceeding for the purpose of:

- (a) enforcement of any procedural order made by the Tribunal or the arbitration agreement set forth in this Schedule 2 (Disputes Resolution Procedure); or
- (b) granting of any relief by way of interlocutory injunction or other interim relief or remedy sought exclusively in aid of a claim which is a subject matter of an arbitral proceeding brought pursuant to this Schedule 2 (Disputes Resolution Procedure) (including injunctive or other interim relief or remedy with a view to preventing or restraining the removal or dissipation of the assets of the respondent to the claim for such relief or remedy from Sri Lanka or other place where those assets are situated).

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### Schedule 3 – Government Approvals

1. BOI Approval (if applicable)
2. Energy Permit
3. Generation License
4. Visas and work permits from BOI/Immigration & Emigration Controller Approval. (if applicable)
5. Building consents from Ministry of Defense (Fire Dept.).
6. All planning and building Approvals.
7. Financial consents from Central Bank of Sri Lanka.
  - a. Approval for the Project Company to borrow and make payments in foreign currency.
  - b. Approval required for the ownership by foreign persons and entities of equity in the Project Company.
  - c. Approval to Open and Maintain Offshore Accounts
8. Approval to facilitate importation or local purchase of capital goods under bonded warehouse scheme from Sri Lanka Customs / Ministry of Power and Energy/SLSEA: on the basis of exemption of duties and taxes Under the Gazette No.2083/33 – Published on August 10,2018 by GoSL if applicable.
9. Approval for exemption of any applicable taxes, duties and levies on importation of plant, machinery, equipment and material during construction period in accordance with prevailing Laws of Sri Lanka.
10. Environmental Approvals
11. Approvals from Department of Forest Conservation
12. Approvals from the Department of Wildlife Conservation
13. Approvals from District Secretariat Office – Mannar
14. Approvals from Divisional Secretariat – Mannar Town
15. Approvals from Irrigation Department
16. Approvals from Department of Archaeology

17. Approvals from Department of Agrarian Development
18. Approvals from the Sri Lanka Land Reclamation and Development Corporation (SLLRDC)
19. Concurrence from the Ceylon Electricity Board (CEB), the National Water Supply and Drainage Board (NWSDB) and Sri Lanka Telecom for shifting or relocation of respective utility supply lines
20. any other licenses, permits or consents required by any Competent Authority in accordance with the Power Purchase Agreement and the Lease.

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