

Federal Decree No. (151) of 2024
Ratifying the Agreement between the Government of the
Republic of Kazakhstan
and the Government of the United Arab Emirates regarding
the implementation of a Wind Power Plant

We, Mohamed bin Zayed Al Nahyan

President of the United Arab Emirates,

Having reviewed the Constitution,

And Federal Law No. (1) of 1972 concerning the competencies of ministries and the powers of ministers, and its amendments,

And based on the proposal of the Minister of Energy and Infrastructure, the approval of the Council of Ministers, and the ratification of the Federal Supreme Council,

We have decreed the following:

Article One

The Agreement between the Government of the Republic of Kazakhstan and the Government of the United Arab Emirates regarding the implementation of a Wind Power Plant, signed in Dubai on December 2, 2023, the text of which is attached, is hereby ratified.

Article Two

The Minister of Energy and Infrastructure shall implement this decree from the date of its issuance, and it shall be published in the Official Gazette.

Mohamed bin Zayed Al Nahyan
President of the United Arab Emirates

Issued by us at the Presidential Palace - Abu Dhabi:

Date: 29 / Rabi' Al-Akhir / 1446 H

Corresponding to: 1 / November / 2024 AD

Agreement

Between

The Government of the Republic of Kazakhstan

And

The Government of the United Arab Emirates

Regarding

The Implementation of a Wind Power Plant

The Government of the United Arab Emirates

On one side

And

The Government of the Republic of Kazakhstan

On the other side

(Hereinafter collectively referred to as the "Parties")

Considering:

(a) The desire of the Parties to consolidate and strengthen their relations in the energy sector, diversify their energy sources, and promote and develop renewable energies and innovative green technologies and their efficient use.

(b) The close cooperation between Kazakh and Emirati companies in various fields, including energy, as well as the existing partnerships and projects being implemented in these areas thanks to the support of the Parties.

(c) The ambitious goals and policies of the Republic of Kazakhstan to combat global warming, including its goal of achieving carbon neutrality by 2060, through projects and technology transfer in the renewable energy sector.

The Parties have agreed as follows:

Article (1)

Purpose

(1) The purpose of the agreement (hereinafter referred to as the "Agreement") is to implement cooperation between the Parties to address global warming by promoting, developing, and implementing key projects in the renewable energy and sustainable development sector in the Republic of Kazakhstan.

(2) In particular, the Agreement seeks to promote projects that can contribute to achieving the goals, priorities, and commitments of each of the Parties in the areas of energy security, green transition, and emissions reduction.

Article (2)

Subject Matter

(1) This Agreement applies to the sector of renewable energy projects, green technologies, and innovations aimed at energy production and storage, including electricity.

(2) The Parties intend to apply this Agreement to key projects ("Key Projects") planned for implementation on the territory of the Republic of Kazakhstan, taking into account their acceptance by the Republic of Kazakhstan and their ability to make an effective and significant contribution to achieving the aforementioned objectives of the Parties. Accordingly, the Key Projects should cumulatively meet the following conditions:

- (a) The total capacity of the Key Projects is (1) gigawatt).
- (b) An annual reduction in carbon dioxide emissions.
- (c) Electricity generation from renewable sources (onshore wind resources).
- (d) Stable and reliable integration of the Key Projects into the unified energy system of the Republic of Kazakhstan to enhance the energy security of the Republic of Kazakhstan.
- (e) Production and sale of electricity for a specific tariff for the relevant Key Project in Annex (1) below (the "Tariff").
- (f) A power purchase term of (25) years from the commercial operations date of each of the Key Projects (as extended) (the "Term") to support the Parties' strategy to achieve carbon neutrality in line with the objectives of this Agreement.
- (g) Ensuring the energy security and independence of the Republic of Kazakhstan, on whose territory each Key Project is implemented, and contributing to the stability and reliability of the national electricity grid.
- (h) The project company ("Project Company") established by the entities ("Developers") shall undertake the development of the Key Projects, which has:
 - The financial and technical capabilities to implement each of the Key Projects, and
 - Demonstrable experience in the development, investment, financing, and operation of renewable energy projects (1) in Central Asia, and (2) using an energy storage system.
- (i) The Project Company will use commercially reasonable efforts to use local civil works and services to the extent possible and readily accessible in the Republic of Kazakhstan, as well as commercially reasonable efforts to consider the possibility of localization in accordance with quality, timing,

technical specifications, and other requirements (including requirements of financial institutions), although the Project Company has no obligations in this regard and such obligations will not apply to the Project Company in the future.

(3) The names of the specific Developers and the details and specific conditions of the Key Projects are listed in Annex (1) below.

(4) This Agreement includes general principles for the cooperation of the Parties and does not impose any obligation on either of them to implement any of the Key Projects.

(5) The terms and conditions of this Agreement shall apply to all Key Projects and their associated phases as set out in Annex (1).

Article (3)

Implementation of the Agreement

(1) The Parties shall cooperate in the development, establishment, implementation, and operation of Key Projects in the renewable energy sector and green technologies and innovations on the territory of the Republic of Kazakhstan, including:

(a) Cooperation between the authorities of the Parties.

(b) Cooperation between the private sectors of both Parties.

(c) Transfer of necessary technologies in the renewable energy and storage sector.

(d) Exchange of knowledge and technologies in the renewable energy generation and storage sector.

(2) The Parties agree on the need for regular consultation and coordination to ensure the implementation of the Agreement. In this context, the Parties shall appoint duly authorized representatives to conduct these consultations and coordination. On behalf of the Republic of Kazakhstan, it shall be the Ministry of Energy of the Republic of Kazakhstan. On behalf of the United Arab Emirates, it shall be the Ministry of Energy and Infrastructure of the UAE. The Parties shall notify each other through diplomatic channels in case of a change in the names and details of these authorities or the transfer of their functions to other authorities.

Article (4)

Legal Framework for Key Projects

(1) The Parties shall ensure the transparency of the legal, legislative, and regulatory frameworks under which the Key Projects are to be implemented.

(2) The party of the Republic of Kazakhstan shall negotiate and conclude with the Project Company - as appropriate - the Developers, lenders, and other participants in the Key Projects the following agreements:

(a) The Financial Settlement Center for Renewable Energy Sources ("FSC") shall conclude a Power Purchase Agreement.

(b) The Government of the Republic of Kazakhstan and the Project Company shall conclude an Investment Agreement with the agreed draft Power Purchase Agreement attached ("Investment Agreement").

(c) The Kazakhstan Electricity Grid Operating Company ("KEGOC") and the Project Company shall conclude a contract for the technical dispatch of electricity supply to the grid and its use, a maintenance contract for the overhead transmission lines, and a grid connection contract.

(d) The government of the Zhambyl Region in Kazakhstan and the Project Company shall conclude a Land Lease Agreement.

And other agreements that will define and apply the conditions governing these Key Projects ("Key Project Documents").

Article (5)

Legal Framework for Key Projects

The Republic of Kazakhstan requires that, with respect to each of the Key Projects to be implemented on its territory, the Key Project Documents must include the following key conditions:

(1) The terms and risk allocation between the parties should be balanced and acceptable to international project finance lenders to enable the Project Company to raise non-recourse project financing from international development finance institutions and commercial lenders.

(2) Given the technical characteristics of each of the Key Projects, the oftaker shall be the Financial Settlement Center for Renewable Energy Sources in accordance with the Law of the Republic of Kazakhstan dated July 4, 2009, No. 165-IV "On Supporting the Use of Renewable Energy Sources," which will purchase the electricity generated by the plant for the Term.

The Power Purchase Agreement for the implementation of each of the Key Projects shall be concluded without conducting a renewable energy sources auction or any other bidding procedure, provided that it includes the terms agreed upon by the Parties, and it is not required to be based on any previously approved standard power purchase agreement form of the FSC.

(3) The Power Purchase Agreement should provide for the purchase of electricity at the Tariff from each of the Key Projects for the Term, provided that the Project Company receives the Tariff for any early power generation from the wind turbines before the commercial operations date for a period not exceeding 18 months.

(4) The parties to each of the Key Projects must conclude Key Project Documents that take into account the laws of the Republic of Kazakhstan in force on the date of signing this Agreement, as well as international standards and best practices used for the implementation of similar renewable energy projects globally and the requirements of international financing.

(5) The concerned parties, when drafting the Key Project Documents, shall not apply the procedures stipulated in the laws of the Republic of Kazakhstan for the approval of these documents, except for the requirements of mandatory institutional procedures. This clause does not exempt the Project Company from the need to comply with the applicable regulatory procedures for connecting each Key Project to the grid.

(6) The FSC shall purchase electricity from the Project Company in accordance with the terms of the Power Purchase Agreement. The purchase and dispatch of electricity from each of the Key Projects shall be on a priority basis with a monthly payment cycle based on internationally recognized "take-or-pay" terms, where the Project Company will receive the guaranteed Tariff for making electricity available even if the FSC does not request or receive this electricity. The only exceptions to the "take-or-

pay" terms will be cases of curtailment resulting from planned and unplanned grid maintenance, grid emergencies and related emergency repairs, grid force majeure, and grid unavailability, and in each case, having a material impact on any of the Key Projects and for a limited total annual duration to be determined in the Key Project Documents to ensure the economic viability of each of the Key Projects. All electricity produced shall be measured at the energy meters within the wind farm of each of the Key Projects.

(7) If and to the extent that the Project Company is prevented or delayed in operating, or is restricted or delayed, in delivering power to the grid connection point as a result of one or more political risk events, offtaker risk events, or a breach of the Key Project Documents by the Republic of Kazakhstan or its controlled parties, then for any period during which such events or circumstances continue, the Project Company shall be relieved from liability. In addition, the Project Company shall be entitled to compensation for deemed generated energy as well as an extension of time to perform its obligations where applicable, which shall be calculated in accordance with the Key Project Documents.

(8) The Republic of Kazakhstan, for the purpose of supporting the production and use of renewable energy in the grid to effectively reduce reliance on non-renewable energy sources, shall take the necessary measures to minimize the impact on each of the Key Projects during periods

of emergency response in the unified electric power system of the Republic of Kazakhstan, in which any of the Key Projects is disconnected from the grid.

(9) The Project Company, its lenders, and its shareholders shall benefit from payment support obligations of the Republic of Kazakhstan and its controlled parties with respect to the FSC's payment obligation under the Power Purchase Agreement and the solvency and ability of the FSC to perform its obligations.

(10) The party of the Republic of Kazakhstan shall ensure that a guaranteed letter of credit is in place at all times during the term of each of the Key Projects in favor of the Project Company with a credit balance of at least 4 monthly Tariff payments under the Power Purchase Agreement

issued by a bank with a credit rating acceptable to the Project Company and its lenders.

In the event the letter of credit is called upon and the credit balance is used, there shall be an obligation to replenish the balance to the original amount. The Project Company will be required to provide a security bond in respect of its delay to achieve the target commercial operations date.

(11) The Republic of Kazakhstan undertakes to compensate the Project Company in the form of increased electricity payments under the Investment Agreement and the Power Purchase Agreement for any increase in costs incurred by each of the Key Projects in any of the following events:

11-1 Curtailment events other than those listed in the Key Project Documents, such as exceptions to the "take-or-pay" system.

11-2 Change in Law, including but not limited to, the enactment of any new laws, amendment of existing laws, or a change in the interpretation or application of existing laws, or delay in obtaining governmental approvals.

11-3 Change in grid codes and regulations.

11-4 A default by the Republic of Kazakhstan or its controlled party under any of the Key Project Documents.

11-5 A competing development event.

11-6 Increase in land costs.

(12) The Republic of Kazakhstan undertakes to compensate the Project Company for any costs incurred by the Project Company in compliance with the requirements of lenders or the government regarding any resettlement of populations affected by any of the Key Projects or as a result of archaeological discoveries, agricultural losses, reclassification of land plots, and other similar activities.

(13) The Republic of Kazakhstan undertakes to pay compensation to the Project Company in the following eventualities and amounts:

13-1 In the event of termination due to a payment default by the Republic of Kazakhstan or its controlled party, and any risk events under the control of the Republic of Kazakhstan (such as political force majeure including expropriation or nationalization), change in law, acts of government instrumentalities or delay in taking actions, prolonged curtailment, or

other termination by the Republic of Kazakhstan with no default by the Key Projects - a compensation amount sufficient to repay any lenders and any Project Company shareholders for equity in full and return on capital and to cover termination costs.

13-2 In the event of termination due to a default by any of the Key Projects - an amount sufficient to repay any lenders and cover termination costs.

13-3 In the event of termination due to a prolonged natural force majeure event over (180) days - an amount sufficient to repay any lenders and any shareholders of the Project Company for the equity they contributed in full and to cover termination costs, and

13-4 In the event of termination in other eventualities - the amount agreed between the parties in the Key Project Documents.

(14) There shall be no costs imposed for final decommissioning or for restoration on the Project Company, its shareholders, or its lenders. All such costs shall be at the expense of the Republic of Kazakhstan, provided that the Project Company undertakes the necessary decommissioning works if requested and funded by the Republic of Kazakhstan or its controlled entities.

(15) The Project Company is permitted to use any individuals and companies it deems necessary for the implementation of the Key Projects. In the event the Project Company, its contractors, and subcontractors, within the construction period and one year after the commercial operations date, request to use foreign workers without required permits, the Project Company shall notify the local authorities supervising foreign labor, and the Kazakhstani party shall ensure that these individuals and companies obtain all necessary visas and immigration permits promptly, and in any case, no later than (20) days after the submission of the relevant applications.

(16) The Republic of Kazakhstan undertakes not to permit any adjacent projects and constructions that would affect the wind flow used by any of the Key Projects for its operations or otherwise impede the operation of any of the Key Projects, such as urban building developments, artificial mountains, or any high structures, mining, or similar subsoil exploration projects, large-scale industrial facilities, or other wind farms.

(17) The Key Project Documents shall be governed by the laws of the Republic of Kazakhstan, except for specific agreements that may be required by international lenders for the Key Projects to be governed by the laws of England and Wales. The parties shall decide on any such requests when agreeing on the Key Project Documents.

In the event the Project Company requests project finance support for any of the Key Projects, the Kazakhstani party and its controlled persons shall enter into

direct agreements in favor of international lenders on standard terms acceptable to lenders governed by the laws of England and Wales.

All disputes arising from the implementation of the Key Project Documents shall be resolved by arbitration under the rules of the International Chamber of Commerce with the seat of arbitration in London, United Kingdom. The Key Project Documents should be drafted in English and the English version shall prevail in case of any dispute(s).

(18) If requested by the lenders, the authorized authority of the Republic of Kazakhstan shall issue a written notice acceptable to international lenders regarding the capacity of the Kazakhstani party and any of its controlled persons and their due execution under the Key Project Documents and the validity and enforceability of those documents no later than (15) days after their execution.

(19) There shall be no requirement for the Project Company to participate in the real-time electricity balancing market of the Republic of Kazakhstan. Taking into account the technical, economic, and financial aspects, as well as respecting the balance of economic interests of the parties to the Key Projects, the Parties have agreed to evaluate the participation of the Key Projects in the real-time electricity balancing market of the Republic of Kazakhstan.

(20) The approved Tariff for each of the Key Projects is in US Dollars ("USD").

(21) All payments under the Key Project Documents should be made in Tenge at the exchange rate on the date of payment.

(22) The parties to each of the Key Projects should comply with all requirements of the currency legislation of the Republic of Kazakhstan, taking into account the following:

(a) The parties to the Key Projects shall have an unlimited right to convert Kazakhstani Tenge to US Dollars at the exchange rate specified above on the same date of payment and to repatriate this foreign currency through bank accounts.

(b) The parties to the Key Projects are entitled to fulfill currency obligations arising from the Key Project Documents without restriction, as well as to receive profits in foreign currency.

(c) The Kazakhstani party guarantees the availability of sufficient funds in US Dollars to allow for conversion from Kazakhstani Tenge at the exchange rate specified above on the same date of payment.

(d) The Project Company and its group entities shall have unlimited rights to open, maintain, and use bank accounts with banks and financial institutions located outside the Republic of Kazakhstan and to transfer hard currency funds to and from the Republic of Kazakhstan using these accounts without any restrictions.

(23) The Kazakhstani party guarantees that the Project Company will be granted all necessary licenses, authorizations, permits, state expert reviews, and approvals (including parallel design and construction permits for the main parts of each of the Key Projects) required for the timely implementation and financing of the project, in each case no later than one month after the submission of the application. This does not apply to the process of connecting the Key Projects to the grid, which should follow the procedures and timing stipulated in the legislation of the Republic of Kazakhstan as of the date of this Agreement.

(24) The Project Company shall pay taxes and benefit from investment incentives and tax advantages provided for investment projects under, in each case, the laws of the Republic of Kazakhstan.

(25) Any goods, materials, equipment, and spare parts imported for the purposes of the Key Projects shall be exempt from any certification requirements of the Republic of Kazakhstan, except for those requiring a certificate of conformity under the legislation of the Eurasian Economic Union.

In such cases, after the conditional import of the goods, the certificate should be submitted within a period not exceeding 60 days after the date of the customs clearance declaration.

(26) In the event any of the Key Projects includes a Battery Energy Storage System ("BESS"), and if its use is required not to exceed the maximum number of cycles specified in Annex (1) in any operating year, then the Tariff should be increased in accordance with the reduced lifecycle rationalization of the BESS, or the Key Project should be exempted accordingly from the future annual degradation of the BESS capacity, as it will have BESS term obligations and sequential warranties based on the technical standards of the BESS.

(27) The Republic of Kazakhstan shall procure the transfer of land use rights to the land plots necessary for each of the Key Projects (including the right-of-way for overhead transmission lines) acceptable to the Developers from the relevant government bodies without holding a tender (auction), with the timing of this transfer to be determined after the signing of the Key Project Documents.

The scope of the land use rights should be sufficient for the Developers to implement each of the Key Projects and for the lenders to finance it on a non-recourse basis and it will be possible to create adequate security over these land use rights in favor of the lenders. All other rights provided for in the Key Project Documents may also be used as security for the lenders, including by way of assignment.

In the event any of the Key Projects is subject to an extended distance for the overhead transmission lines exceeding 125 km due to right-of-way constraints, the Tariff should be increased proportionally to provide for the increased cost associated with the longer overhead transmission line distance.

(28) Any carbon credits generated due to each of the Key Projects shall be the property of the Project Company, which shall have full discretion on how to use these credits, and shall have an unlimited right to transfer these credits to its shareholders and to export and use these credits outside the Republic of Kazakhstan.

(29) The Developers undertake to prepare local community development initiatives and vocational training programs and experience exchange for the Project Company's employees who are citizens of the Republic of Kazakhstan, enabling these employees to visit other projects similar to the Key Projects abroad, including in the United Arab Emirates.

(30) All parties to the Key Project Documents acknowledge that an arbitration award regarding any of the Key Projects will be final and binding, and expressly waive any immunity with respect to any arbitration or judicial proceedings arising from or relating to any of the Key Project Documents, provided that no pre- or post-award enforcement actions such as attachment of property or execution as a result of arbitration under this Agreement shall be permitted with respect to the following:

(a) Property, including any bank account, used or intended for use in the performance of the functions of the diplomatic mission of the State, its consular posts, special missions, missions to international organizations, or delegations to organs of international organizations or to international conferences.

(b) Property of a military character and/or used and/or intended for use in the performance of military functions, and

(c) Property of the National Bank of the Republic of Kazakhstan or property in the trust management of the National Bank of the Republic of Kazakhstan.

Article (6)

Protection of People and the Environment

(1) The Key Projects should comply with the existing legislation in the Republic of Kazakhstan regarding the implementation of social and environmental impact assessment studies to be conducted on the territory of the Republic of Kazakhstan.

(2) These studies should be published and/or made available to any interested person upon request.

Article (7)

Dispute Resolution

Disputes arising from the interpretation and/or application of this Agreement shall be settled amicably through bilateral consultations or negotiations between the Parties.

Article (8)

Scope and Validity of the Agreement

(1) Based on this Agreement, the Parties agree to cooperate in the field of energy security and to develop their economic cooperation in this area.

(2) The Agreement aims to support Key Projects in the field of renewable energy, and in particular:

(a) It is not intended to regulate all aspects of the Parties' cooperation in the energy and/or sustainable development sector, and the Parties reserve the right to conclude any other cooperation agreement.

(b) It applies without prejudice to and does not cancel or supersede the application of any other international treaty or agreement in force between the Parties.

Article (9)

Entry into Force, Amendments, Additions, and Duration

(1) This Agreement shall enter into force on the date of receipt through diplomatic channels of the last written notification of the completion of the necessary intergovernmental procedures for the entry into force of this Agreement.

(2) This Agreement is concluded for an indefinite period and shall terminate upon the expiration of thirty (30) days from the date of receipt by one Party of a written notification from the other Party through diplomatic channels of its intention to terminate it.

(3) The Parties agree that prior to the commencement of the domestic procedures necessary for its entry into force, they shall agree on the contents, texts, and terms of the Investment Agreement and the Power Purchase Agreement, as well as the names of the specific Developers and co-developers for the Key Projects.

(4) Except to the extent required to fulfill the obligations set forth in Article (5), paragraph (22) (Key Conditions for the Implementation of Key Projects) above, the provisions of this Agreement shall not apply to the National Bank of the Republic of Kazakhstan, which is not a party to this Agreement.

Nothing in this Agreement shall be construed as a waiver of any immunities with respect to property owned by the National Bank of the Republic of Kazakhstan and/or on another right basis) and/or property in the trust management of the National Bank of the Republic of Kazakhstan.

(5) This Agreement may be amended by mutual agreement of the Parties and shall form an integral part thereof, to be implemented by separate protocols and shall enter into force in the manner provided for in paragraph 1 of this Article.

Done on this day: _____2023, in two original copies, in the Arabic, Kazakh, Russian, and English languages, all texts being equally authentic. In case of discrepancies in interpretation, the English version shall prevail.

On behalf of:

The Government of the Republic of Kazakhstan

On behalf of:

The Government of the United Arab Emirates

Annex (1) to the Agreement between the Government of the Republic of Kazakhstan and the Government of the United Arab Emirates regarding the implementation of a Wind Power Plant: Developer and Key Project Details

This Agreement applies to the following Key Projects:

First Key Project:

The First Key Project is expected to be in the "Zhambyl" region of the Republic of Kazakhstan and will have the following specifications:

(1) A wind farm with a capacity of 500 MW.

(2) A BESS with a capacity of (150) MW and a storage capacity of (300) MWh connected to the automatic grid frequency control system operated by "KEGOC". The availability of the BESS shall be 95% during the Term based on a maximum of 400 equivalent charge and discharge cycles per year over 25 years. In case of early operation of the plant, the BESS shall be commissioned in stages, the first being at 200 MW of installed wind capacity as will be specified in the Key Project Documents.

(3) A single-circuit overhead transmission line (OHL) of (220) kV with a length of up to (125) km, connecting the First Key Project to the existing "Zhambyl" substation at a connection point of (220) kV.

The Parties may agree on alternative connection points or a connection program upon completion of the grid connection study.

The Project Company is responsible for the construction of the interconnection facilities, including the OHLs and the interconnection to the KEGOC grid, which are to be transferred to KEGOC for operation and management on the commercial operation date of the First Key Project.

It is also agreed that KEGOC will bear full operational responsibility for these grid assets and ensure their availability for power transmission under the OHL Maintenance Contract, which is part of the Key Project Documents. Consequently, it bears

(KEGOC) undertakes the risk of any grid curtailment cases at these network assets for the purposes of the deemed energy payments set out in this Agreement and in the Major Project Documents and for all other purposes.

KEGOC shall bear the costs of any technological losses arising from the network assets and the storage system, with the mandatory inclusion of these costs in the regulated services of KEGOC in accordance with the legislation of the Republic of Kazakhstan.

The Tariff for the First Major Project and for the Term shall be 4.49 USDc/kWh.

Abu Dhabi Future Energy Company PJSC – "Masdar" will act as the lead developer of the project and has the right to invite the following entities to join the First Major Project as partners:

1. W Solar Investment – Sole Proprietorship L.L.C.
2. Kazakhstan Investment Development Fund (KIDF) Management Company LTD.
3. Qazaq Green Power PLC (QGP).

The lead developer is allowed to bring in new partners, and the composition of partners may change.

Second Major Project:

The capacity of the Second Major Project is (500) MW in one or several phases, with a storage system covering (30%) of the installed capacity for two hours, and compliant with all other requirements as specified for the storage system in the First Major Project above.

The tariff for the Second Major Project for a period of 25 years shall be set at a fixed price of 4.49 USDc/kWh.

The Project Company is responsible for constructing the interconnection facilities, including the overhead transmission lines and interconnection to the "KEGOC" grid, provided that the parties follow the same methodology adopted in the First Major Project with respect to the operation and management of these assets.

Abu Dhabi Future Energy Company PJSC - "Masdar" will act as the lead developer of the Second Major Project. The lead developer is allowed to bring in partners after the approval of the Ministry of Energy.

AGREEMENT

BETWEEN

THE GOVERNMENT OF THE REPUBLIC OF KAZAKHSTAN

AND

THE GOVERNMENT OF THE UNITED ARAB EMIRATES

ON THE IMPLEMENTATION OF THE WIND POWER PLANT

The Government of the Republic of Kazakhstan (the "Kazakhstan Party"),
on the one hand,

and

The Government of the United Arab Emirates (the UAE) (the "UAE Party"),
on the other,

Hereinafter referred to as the "Parties",

considering:

- A. The Parties' desire to consolidate and deepen their energy relations, diversify their energy sources, promote and develop renewable energies, innovative green technologies and their efficient use;
- B. The close cooperation between Kazakhstani and Emirati companies in many areas, including energy as well as the existing partnerships and projects which are carried out in these areas thanks to the backing and support of the Parties;
- C. The Republic of Kazakhstan's ambitious targets and policies to fight global warming, including its goal of achieving carbon neutrality by 2060, including by way of projects and technology transfers in the renewable energies sector;

have agreed as follows:

Article 1

Objective

1. The purpose of this Agreement (hereinafter - the "Agreement") is to implement cooperation between the Parties to combat global warming by promoting, developing and implementing major projects in the fields of renewable energy and sustainable development in the Republic of Kazakhstan.
2. In particular, the Agreement seeks to promote projects that may contribute towards each of the Parties' objectives, priorities, and commitments in the areas of energy security, green transition and emission reductions.

Article 2

Item

1. This Agreement applies to the fields of renewable energy projects, green technologies and innovations aimed at energy production and storage, including electricity.
2. The Parties intend this Agreement to apply to the major projects (the "Major Projects") to be implemented on the territory of the Republic of Kazakhstan, subject to their acceptance by the Republic of Kazakhstan, and capable of making an effective and significant contribution to the achievement of the above-mentioned objectives of the Parties. Accordingly, the Major Projects shall cumulatively meet the following conditions:
 - a) a capacity of 1GW;
 - b) annual decrease in carbon dioxide (CO₂) emissions;
 - c) production of electricity from renewable sources (onshore wind resources);
 - d) the stability and reliability of the integration of the Major Projects into the Unified Energy System of the Republic of Kazakhstan to strengthen the energy security of the Republic of Kazakhstan;

e) produce and sell electricity for a tariff specified for the relevant Major Project in Annex 1 of the Agreement (the "Tariff");

f) the period for buying energy of 25 years from the commercial operations date for each Major Project (as may be extended on the agreed terms) ("Term") to support the Parties' strategy to achieve carbon neutrality, consistent with the objectives of this Agreement;

g) to ensure the energy security and independence of the Republic of Kazakhstan, on the territory of which each Major Project is being implemented, and to contribute to the stability and reliability of its Unified electricity system;

h) Major Projects are to be developed by one or several project companies registered as legal entities in the Republic of Kazakhstan (including if registered in the jurisdiction of the Astana International Financial Centre) (the "Project Company") created by the entities (the "Developers") having:

i. the financial and technical capabilities to carry out each Major Project, and

ii. demonstrable experience in the development, investment, financing and operation of renewable energies project(s): (i) in Central Asia, and (ii) using an energy storage system; and

i) the Project Company will use commercially reasonable efforts to use the local civil works and services to the extent it is possible and easily accessible in the Republic of Kazakhstan, and will use commercially reasonable efforts to consider the possibility of localisation subject to the quality, timing, technical specifications and other requirements (including those of financial institutions), notwithstanding that the Project Company does not have any obligations in this regard and that such obligations shall not be applicable to the Project company in the future.

3. The names of the specific Developers and specific details and terms of the Major Project are set out in Annex 1 of this Agreement.

4. This Agreement contains general principles for the Parties' cooperation and does not impose an obligation on either Party to implement any of the Major Projects.

5. The terms and conditions of this Agreement shall apply to all the Major Projects and associated phases as outlined in Annex 1 of this Agreement.

Article 3

Implementation of the Agreement

1. The Parties will cooperate in the development, creation, implementation, and operation of the Major Projects in the field of renewable energy and green technologies and innovations on the territory of the Republic of Kazakhstan, including by:

- a) cooperation among their respective authorities;
- b) cooperation between their respective private sectors;
- c) the transfer of technologies required in the fields of renewable energy and storage, and
- d) the sharing of know-how and techniques in the fields of renewable energy, generation and storage.

2. The Parties agree on the need for regular consultation and coordination to ensure the implementation of the provisions of this Agreement. In this context, the Parties shall designate representatives duly authorized to carry out such consultations and coordination. From the Kazakhstan Party it shall be the Ministry of Energy of the Republic of Kazakhstan. From the UAE Party it shall be the Ministry of Energy and Infrastructure of the UAE. The Parties shall notify each other by diplomatic channels if the names and details of these authorities change or their functions are transferred to other authorities.

Article 4

Legal framework of the Major Projects

1. The Parties shall ensure the transparency of the legal, legislative and regulatory frameworks within which the Major Projects will be implemented.

2. The Kazakhstan Party shall negotiate and conclude with the Project Company and, as the case may be, the Developers, lenders and other participants to the Major Projects the following agreements:

a) The Financial Settlement Centre for the support of renewable energy sources (the "FSC") shall enter into the Power Purchase Agreement ("PPA");

b) The Government of The Republic of Kazakhstan and the Project Company shall enter into the Investment Agreement and the agreed draft PPA shall be attached to it (the "Investment Agreement");

c) Kazakhstan Electricity Grid Operating Company ("KEGOC") and the Project Company shall enter into the contract for technical dispatching of electricity supply to the grid and usage, maintenance contract in respect of Overhead Transmission Lines ("OHTL") and the grid connection contract;

d) The Akimat of Jambyl Region of Kazakhstan and the Project Company shall enter into the Land Lease Agreement,

and any other agreements which will specify and implement the terms governing the Major Projects (the "Major Project Documents").

Article 5

Key Conditions for the Implementation of the Major Projects

The Kazakhstan Party provides that, in relation to each Major Project to be implemented on the territory of the Republic of Kazakhstan, the Major Project Documents shall include the following key conditions:

1. The terms and the risk allocation between the Parties shall be balanced and acceptable to the international project finance lenders to enable the Project Company to raise non-recourse project financing from the international development financing institutions and commercial lenders.

2. Taking into account the technical features of each Major Project, the buyer is determined to be the FSC, in accordance with the Law of the Republic of Kazakhstan of July 4, 2009 No. 165-IV "On the Support of the Use of Renewable Energy Sources", which purchases electricity produced by each Major Project for the Term. The PPA for the implementation of

each Major Project shall be concluded without holding an auction for renewable energy sources or any other bidding procedure, it shall contain the terms agreed by its parties and is not required to be based on any PPA form adopted for use by the FSC.

3. The PPA shall provide for the purchase of electricity for the Tariff from each Major Project for the Term. The Project Company shall be paid the Tariff for any early energy generation from wind turbines prior to the commercial operations date for a period not exceeding 18 months.

4. The parties to each Major Project shall conclude the Major Project Documents that take into account the laws of the Republic of Kazakhstan in force on the date of signing this Agreement as well as the international standards and best practices used for the implementation of similar renewable projects globally and the international bankability requirements.

5. In concluding the Major Project Documents, the relevant Parties shall not apply the procedures provided for by the laws of the Republic of Kazakhstan for the approval of such documents, except for the requirements for mandatory corporate procedures. This provision shall not relieve the Project Company from the need to comply with the regulatory procedures applicable to the connection of each Major Project to the grid.

6. The FSC shall purchase electricity from the Project Company in accordance with the terms of the PPA. The electricity shall be purchased and dispatched from each Major Project on a priority basis with a monthly payment cycle based on the internationally recognized "take or pay" terms whereby the Project Company will receive the guaranteed Tariff for making the electricity available even if the FSC does not require or take delivery of such electricity. The only exceptions to the "take or pay" regime will be the cases of curtailment resulting from planned and unplanned maintenance of the grid, grid emergencies and related emergency repairs, grid force majeure and grid unavailability and, in each case, having a material impact on any Major Project and of limited aggregate duration per year to be set out in the Major Project Documents ensuring the economic viability of each Major Project. All the produced electricity shall be measured at the energy meters inside the wind farm of each Major Project.

7. If and to the extent that the Project Company is prevented from or delayed in commissioning, or restricted in or delayed in, delivering energy

to the grid connection point as a result of one or more force majeure events, political risk events, purchaser risk events, or a breach of the Major Project Documents by the Kazakhstan Party or its controlled persons, then, for any period that such events or circumstances are continuing, the Project Company shall receive relief from liability. In addition, the Project Company shall also be entitled to be compensated for the deemed generated energy and the extension of time to perform its obligations where relevant, calculated in accordance with the Major Project Documents.

8. In order to support the production and use of renewable energy in the grid for the effective reduction of the dependence on the non-renewable energy sources, the Kazakhstan Party shall take the necessary measures to reduce the impact on the Major Projects of the period of emergency response in the unified electric power system of the Republic of Kazakhstan, leading to the disconnection of any Major Project from the grid.

9. The Project Company and its lenders and shareholders shall benefit from the payment support obligations of the Kazakhstan Party and its controlled persons in relation to the payment obligation of the FSC under the PPA and the FSC's financial solvency and ability to perform its obligations.

10. The Kazakhstan Party shall ensure that at all times during the term of each Major Project there is a guaranteed letter of credit in place in favour of the Project Company with the credit balance being no less than 4 monthly Tariff payments under the PPA issued by the bank with the credit rating acceptable to the Project Company and its lenders. If the letter of credit is called upon and the credit balance is used, there shall be an obligation to replenish the balance back to the original amount. The Project Company will be required to provide a security bond in respect of its delay to achieve the target commercial operations date.

11. The Kazakhstan Party undertakes to procure the payment of the compensation to the Project Company in the form of increased payments for the electricity under the Investment Agreement and the PPA for any increased costs suffered by each Major Project in any of the following events:

11.1 the curtailment events other than those listed in the Major Project Documents as exceptions to the "take or pay" regime;

11.2 a change in law, including but not limited to, the enactment of any new laws, changes to the existing laws, change in the interpretation or application of existing laws, or delay in receiving government consents;

11.3 a change in grid code;

11.4 an event of default of the Kazakhstan Party or its controlled person under any of the Major Project Documents;

11.5 a competing development event; and

11.6 increased land costs.

12. The Kazakhstan Party undertakes to pay the compensation to the Project Company for any costs incurred by it in compliance with the lenders or governmental requirements in relation to any resettlement of population affected by any Major Project, or as a result of environmental curtailments, archaeological discoveries, agricultural losses and reclassification of the land plots and other similar activities.

13. The Kazakhstan Party undertakes to pay the compensation amount to the Project Company in the following scenarios and in the following amounts:

13.1 In case of termination for default by the Kazakhstan Party or its controlled persons, any risk events under the Kazakhstan Party's control (such as political force majeure including expropriation or nationalization), any change in law and acts of government instrumentalities or delays in taking action, prolonged curtailment or termination by the Kazakhstan Party with no default of the Major Project – the compensation amount sufficient to repay any lenders and any Project Company shareholders for their equity in full, and return on capital, and to cover the termination costs;

13.2 In case of termination for default by the Major Project – the amount sufficient to repay any lenders and to cover the termination costs;

13.3 In case of termination for prolonged natural force majeure event over 180 days – the amount sufficient to repay any lenders and any

Project Company shareholders for their contributed equity in full and to cover the termination costs; and

13.4 In case of termination in other scenarios – the amount agreed in the Major Project Documents.

14. There shall be no decommissioning or livelihood restoration costs imposed on the Project Company, its shareholders, or the lenders. All such costs shall be at the expense of the Kazakhstan Party provided that the Project Company shall undertake the necessary decommissioning works if requested and funded by the Kazakhstan Party or its controlled persons.

15. The Project Company shall be allowed to use any individuals and companies it deems necessary for the implementation of the Major Projects. If, during the period of construction and one year after the commercial operations date the Project Company, its contractors and subcontractors require the use of foreign labourers without a required permit, the Project Company will notify the local authorities monitoring the use of foreign force, and the Kazakhstan Party shall ensure that such individuals and companies receive all the necessary immigration visas and permits expeditiously and, in any event, not later than 20 days after making the relevant applications.

16. The Kazakhstan Party undertakes not to allow any adjacent projects and construction that would impact the wind flow used by any Major Project for operations or hinder the operation of any Major Project in any other way, such as urban building developments, artificial mountains or any tall structures, mining or similar subsoil exploration projects, large scale industrial facilities or other wind farms.

17. The Major Project Documents shall be governed by the laws of the Republic of Kazakhstan, except for the specific agreements that the Major Projects international lenders may request to be governed by the laws of England and Wales. The Parties shall consider any such requests when agreeing the Major Project Documents. If requested by the Project Company to support the project financing of any Major Project, the Kazakhstan Party and its controlled persons shall enter into direct agreements in favour of the international lenders on the standard terms acceptable to the lenders and governed by the laws of England and Wales. All the disputes arising from the implementation of the Major Project Documents shall be resolved by arbitration under the ICC rules with a seat

in London, UK. The Major Project Documents shall be drafted in English and the English language version shall prevail in case of any dispute(s).

18. If required by the international lenders, the authorised authority of the Republic of Kazakhstan shall issue the written notice acceptable to the international lenders on the capacity of and due execution by the Kazakhstan Party and any of its controlled persons of the Major Project Documents and the validity and enforceability of the Major Project Documents no later than 15 days following their execution.

19. There shall be no requirement for the Project Company to be participating in the balancing market of the Republic of Kazakhstan in real time. Taking into account the technical, economic, and financial aspects, as well as respecting the economic balance of interests of the Parties to the Major Projects, the Parties agree to consider the participation of the Major Projects in the real-time balancing electricity market of the Republic of Kazakhstan.

20. The tariff approved for each Major Projects shall be denominated in United States Dollars ("USD").

21. All payments under the Major Project Documents shall be made in Kazakhstan Tenge ("KZT") at the exchange rate set by the currency exchange on the date of payment.

22. The parties to each Major Project shall comply with all the requirements of the currency legislation of the Republic of Kazakhstan, considering the following:

- a) the parties to the Major Project shall have an unlimited right to exchange KZT into USD at the exchange rate set out above on the same date of payment and repatriate such foreign currency through bank accounts;
- b) the parties to the Major Project shall be entitled to fulfil currency obligations arising from the Major Project Documents without restrictions, as well as to receive dividends in foreign currency;
- c) the Kazakhstan Party shall ensure the availability of sufficient USD to allow the exchange of KZT into USD at the exchange rate set out above on the same date of payment;
- d) the Project Company and its group entities shall have unlimited rights to open, maintain and use bank accounts with banks and financial

institutions located outside of the Republic of Kazakhstan and transfer USD and other hard currency funds to and from the Republic of Kazakhstan using such accounts without any limitations.

23. The Kazakhstan Party shall procure that the Project Company is granted all the necessary licenses, authorizations, permits, state expertise reviews and approvals (including, if required, the parallel design and construction permits for the major parts of each Major Project) required for the timely implementation of each Major Project and its financing in each case not later than one (1) month after the application. This does not apply to the process of connecting the Major Projects to the grid, which shall follow the procedure and the timings set out in the legislation of the Republic of Kazakhstan as at the date of this Agreement.

24. The Project Company shall pay the taxes, and benefit from the investment incentives and tax benefits provided for investment projects, in each case, under the laws of the Republic of Kazakhstan

25. Any goods, materials, equipment, and spare parts imported for the purposes of the Major Projects shall be exempt from any certification requirements of the Republic of Kazakhstan, except for those that require the compliance certification under the legislation of the Eurasian Economic Union. In such cases, after the conditional import of goods, the certification shall be done in no longer than 60 days following the date of the customs clearance declaration.

26. If any Major Project has a battery energy storage system ("BESS") and if any Major Project is required to use it beyond the maximum number of cycles specified in Annex 1 in any operating year, the Tariff shall be increased accordingly to provide for the decreased BESS life cycle, or the respective Major Project shall be accordingly relieved from the future BESS energy capacity annual degradation and BESS tenor obligations and guarantees respectively as per the technical parameters of BESS.

27. The Kazakhstan Party shall procure the transfer of the land use rights to land plots necessary for each Major Project (including the OHTL right of way) and acceptable to the Developers by the relevant government bodies without holding a tender (auction). The time period for such transfer shall be set out in the Major Project Documents. The scope of the land use rights shall be sufficient for the Developers to implement the Major Projects and for the lenders to finance them on a non-recourse basis and it

shall be possible to create sufficient security over such land use rights in favour of the lenders. The land shall be provided with the correct classification for use for each Major Project without any further requirements for reclassification, resettlement or similar actions. All other rights under the Major Project Documents may also be used as security for the lenders, including by way of assignment. If any Major Project is required to extend the OHTL over a distance beyond 125km due to the right of way restrictions, the Tariff shall be increased proportionately to provide for the increased cost associated with the longer OHTL distance.

28. Carbon offsets created within each Major Project shall belong to the Project Company and it shall have the right to use and dispose of such offsets in accordance with the laws of the Republic of Kazakhstan.

29. The Developers undertake to arrange local community development initiatives and professional training and experience sharing programmes for the employees of the Project Company who are nationals of the Republic of Kazakhstan during which such employees shall be able to visit the other projects like the Major Projects abroad, including the UAE.

30. All the parties to the Major Project Documents shall acknowledge that the arbitration award in respect of any Major Project shall be final and binding and shall explicitly waive any immunity in relation to any arbitration or court proceedings arising out of or connected with any of the Major Project Documents, provided that no enforcement acts prior to or after any judgement such as property arrest or enforcement shall be allowed as a result of arbitration under this Agreement in relation to the following:

- a) property, including any bank account used or designated for use, when performing the functions of diplomatic representation of the state or its consular facilities, special missions, representatives of international organisations or delegations at to the bodies of international organizations or at international conferences;
- b) property of military nature and/or used and/or designated for use in performance of military functions; and
- c) property of the National Bank of the Republic of Kazakhstan or property held in the trust management of the National Bank of the Republic of Kazakhstan.

Article 6

Protection of people and the environment

1. The Major Projects must comply with the current legislation of the Republic of Kazakhstan regarding the implementation of social and environmental impact studies to be carried out on the territory of the Republic of Kazakhstan.
2. Such studies shall be published and/or available to any interested person upon request.

Article 7

Dispute resolution

Disputes arising from the interpretation and/or application of this Agreement shall be settled amicably by bilateral consultations or negotiations between the Parties.

Article 8

Scope and validity of the Agreement

1. The Parties agree to cooperate in the field of energy security and to develop their economic cooperation in this area.
2. This Agreement is designed to support the Major Projects in the field of renewable energy; in particular:
 - a) it is not intended to govern all aspects of the Parties' cooperation on energy and/or sustainable development, the Parties reserve the right to conclude any other cooperation agreement;
 - b) it applies without prejudice to, and does not repeal or supersede the application of, any other international treaty or convention in force between the Parties.

Article 9

Entry into force, changes and additions, duration

1. This Agreement shall enter into force from the date of receipt by the diplomatic channels of the last written notification about the end of the intergovernmental procedures required for entry of this Agreement into force.
2. This Agreement is concluded for an undetermined time period and shall terminate upon the expiration of thirty (30) days from the date of receipt by one Party by written notice from the other Party through the diplomatic channels of its intention to terminate it.
3. The Parties agree that, prior to the finalization of the domestic procedures necessary for its entry into force, the Parties shall agree on the contents, texts and terms of the Investment Agreement and the PPA, as well as the names of the specific Developers and Co-Developers of the Major Projects.
4. Except to the extent required for the fulfilment of the obligations set out in in Article 5 paragraph 22 (Key conditions for the implementation of the Major Projects) above, the provisions of this Agreement shall not apply to the National Bank of the Republic of Kazakhstan, which is not a party to this Agreement. Nothing in this Agreement shall be construed as a waiver of any immunities in respect of property owned by the National Bank of the Republic of Kazakhstan (and/or on the basis of another right), and/or property held in the trust management of the National Bank of the Republic of Kazakhstan.
5. This Agreement may be modified and amended by mutual agreement of the Parties and shall constitute its integral parts, which shall be executed by separate protocols and shall enter into force in the manner provided for in paragraph 1 of this Article.

Done in Dubai on 2 of December 2023, by means of two original copies, each in Arabic, Kazakh, Russian and English languages, each text being equally authentic. In case of discrepancies in the interpretation the English language version shall prevail.

For the Government of the Republic of Kazakhstan

For the Government of the United Arab Emirates

Annex 1 to the Agreement between the Government of the Republic of Kazakhstan and the Government of the United Arab Emirates on the implementation of the wind power plant: Developer and Major Projects Details

This Agreement shall apply to the following Major Projects.

First Major Project:

The First Major Project is expected to be in the Jambyl region of Republic of Kazakhstan, and will have the following parts:

1. A wind farm of 500 MW energy capacity.
2. A BESS of 150MW capacity and 300MWh capacity connected to the automatic grid frequency control system operated by KEGOC. The BESS availability is 95% during the Term and is based on a maximum number of charging and discharging equivalent full cycles of 400 cycles per year over 25 years. In case of early generation, BESS shall be commissioned in stages starting at 200MW of the installed wind capacity as set out in the Major Project Documents.
3. Up-to 125km single 220kV OHTL connecting the First Major Project with existing Jambyl substation at the 220kV connection bay. The Parties may agree alternative connection points or connection schemes upon completion of the power evacuation study.

The Project Company is responsible for constructing the interconnection facilities, including the OHTL and interconnections to KEGOC grid, which shall be transferred to KEGOC for operation and management on the commercial operations date of the First Major Project. It is agreed that KEGOC will assume the full operational responsibility for these network

assets and will ensure its availability for power transmission under the maintenance contract in respect of the OHTL which shall be considered part of the Major Project Documents, thus KEGOC undertakes the risk of any grid curtailment cases at these network assets for the purposes of the deemed energy payments set out in this Agreement and in the Major Project Documents and for all other purposes. KEGOC shall bear the costs of any technological losses arising from such network assets and BESS, with the mandatory inclusion of these costs in the regulated services of KEGOC in accordance with the legislation of the Republic of Kazakhstan.

The Tariff for the First Major Project shall be set for the duration of the Term at 4.49 USDc/kWh.

Abu Dhabi Future Energy Company PJSC – Masdar will act as the lead developer of the First Major Project and has the right to invite the following entities to join the First Major Project as partners:

1. W Solar Investment – Sole Proprietorship L.L.C.;
2. Kazakhstan Investment Development Fund (KIDF) Management Company LTD.;
3. PC "Qazaq Green Power PLC".

The lead developer shall be allowed to bring in new partners and the composition of the partners may change.

Second Major Project:

The Second Major Project shall have 500 MW energy capacity over a single or multiple phases with BESS covering 30% of installed capacity over 2 hours, and complying with all the other requirements as set out for BESS in the First Major Project above.

The Tariff for the Second Major Project shall be set for the duration of 25 years at 4.49 USDc/kWh.

The Project Company is responsible for constructing the interconnection facilities including the OHTL and interconnections to KEGOC grid and the parties shall follow the same approach as the First Major Project in respect of the operation and management of these assets.

Abu Dhabi Future Energy Company PJSC – Masdar will act as the lead developer of the Second Major Project. The lead developer shall be allowed to bring partners after approval from the Ministry of Energy.

СОГЛАШЕНИЕ

МЕЖДУ

ПРАВИТЕЛЬСТВОМ РЕСПУБЛИКИ КАЗАХСТАН

И

ПРАВИТЕЛЬСТВОМ ОБЪЕДИНЕННЫХ АРАБСКИХ ЭМИРАТОВ

О РЕАЛИЗАЦИИ ПРОЕКТА ВЕТРОВОЙ ЭЛЕКТРОСТАНЦИИ

Правительство Республики Казахстан (далее – «Казахстанская Сторона»), с одной стороны,

и

Правительство Объединенных Арабских Эмиратов (ОАЭ) (далее – «Сторона ОАЭ»), с другой стороны,

именуемые далее «Стороны»,

принимая во внимание:

А. Желание Сторон укреплять и углублять свои отношения в рамках энергетики, диверсифицировать свои источники энергии, а также продвигать и развивать возобновляемые источники энергии,

инновационные зеленые технологии и их эффективное использование;

В. Тесное сотрудничество между казахстанскими компаниями и компаниями ОАЭ в разных областях, включая сферу электроэнергетики, а также существующие партнерские отношения и проекты, реализующиеся в указанной области благодаря поддержке и содействию Сторон;

С. Амбициозные цели и политику Республики Казахстан по борьбе с глобальным потеплением, включая достижение углеродной нейтральности к 2060 году, в том числе посредством проектов и передачи технологий в сфере возобновляемых источников энергии; согласились о нижеследующем:

Статья 1

Цель

1. Целью настоящего соглашения (далее – «Соглашение») является осуществление сотрудничества между Сторонами в борьбе с глобальным потеплением посредством продвижения, разработки и реализации проектов в области возобновляемых источников энергии и устойчивого развития на территории Республики Казахстан.
2. В частности, Соглашение направлено на продвижение проектов, которые могут содействовать достижению целей и приоритетов, а также исполнению обязательств Сторон в области энергетической security, transition to environmentally friendly technologies, and reduction of emissions.

Article 2

Subject

1. This Agreement applies to projects in the field of renewable energy sources and green technologies, and innovations aimed at the production and storage of electrical energy.
2. The Parties intend to apply this Agreement to large projects (hereinafter – “Large Projects”) implemented on the territory of the Republic of

Kazakhstan, subject to their acceptance by the Republic of Kazakhstan and their ability to make an effective and significant contribution to achieving the aforementioned goals of the Parties. Based on this, Large Projects must collectively meet the following conditions:

- a) capacity – 1 GW;
- b) annual reduction of carbon dioxide (CO₂) emissions;
- c) generation of electricity from renewable energy sources (onshore wind resources);
- d) stability and reliability of the integration of Large Projects into the Unified Electric Power System of the Republic of Kazakhstan to enhance the energy security of the Republic of Kazakhstan;
- e) production and sale of electricity at the tariff specified for the respective Large Project in Annex 1 to this Agreement (hereinafter – “the Tariff”);
- f) a 25-year electricity purchase period from the commercial operation date for each Large Project (subject to possible extension on agreed terms) (hereinafter – “the Term”) to contribute to the Parties' strategy for achieving carbon neutrality, in accordance with the objectives of this Agreement;
- g) ensuring the energy security and independence of the Republic of Kazakhstan, on whose territory each Large Project is implemented, as well as contributing to the stability and reliability of its Unified Electric Power System;
- h) Large Projects are developed by one or more project companies registered as legal entities in the Republic of Kazakhstan (including if the legal entities are registered in the jurisdiction of the Astana International Financial Centre) (hereinafter – “the Project Company”), established by entities (hereinafter – “the Developers”) having:
 - i. the financial and technical capabilities to implement each Large Project;
 - ii. proven experience in the development, investment, financing, and operation of renewable energy project(s) (i) in Central Asia, and (ii) using an energy storage system; and
- i) The Project Company will use commercially reasonable efforts to utilize local construction works and services, to the extent possible and readily available in the Republic of Kazakhstan, and will use commercially

reasonable efforts to explore the possibility of localization, taking into account quality and timeline requirements, as well as technical and other requirements of the Large Projects (including requirements imposed by financial institutions), despite the absence of such obligations on the Project Company and their non-applicability to it in the future.

3. The names of the selected Developers and the specific details and conditions for the Large Projects are set out in Annex 1 to this Agreement.

4. This Agreement contains the general principles of cooperation between the Parties and does not impose obligations on either Party to implement any Large Projects.

5. The terms and provisions of this Agreement apply to all Large Projects and the respective phases designated in Annex 1 to this Agreement.

Article 3

Implementation of the Agreement

1. The Parties shall promote the development, establishment, implementation, and operation of Large Projects in the field of renewable energy sources and green technologies and innovations on the territory of the Republic of Kazakhstan by, among other things:

a) cooperation between their respective authorized bodies;

b) cooperation between their respective private sectors;

c) transfer of technologies necessary in the field of renewable energy sources and storage; and

d) exchange of know-how and technologies in the field of renewable energy sources, energy production and storage;

2. The Parties agree on the need for regular consultations and coordination to ensure the implementation of the provisions of this Agreement. In this regard, the Parties shall appoint representatives duly authorized to conduct such consultations and coordination. On behalf of the Republic of Kazakhstan – the Ministry of Energy of the Republic of Kazakhstan. On behalf of the United Arab Emirates - the Ministry of Energy and Infrastructure of the United Arab Emirates. In case of a change of names or transfer of their functions to other competent persons, the Parties shall notify each other through diplomatic channels.

Article 4

Legal Framework for Large Projects

1. The Parties shall ensure the transparency of the legal, legislative, and regulatory framework within which the Large Projects will be implemented.

2. The Kazakhstani Party shall negotiate and conclude the following agreements with the Project Company and, as the case may be, with the Developers, lenders, and other participants of the Large Projects:

a) The Financial Settlement Center for Renewable Energy Sources Support (hereinafter – “FSC”) shall conclude a Power Purchase Agreement (hereinafter – “PPA”);

b) The Government of the Republic of Kazakhstan and the Project Company shall conclude an Investment Agreement, to which an agreed draft PPA will be attached (hereinafter – “the Investment Agreement”);

c) The Kazakhstan Electricity Grid Operating Company (KEGOC) and the Project Company shall conclude an agreement on technical dispatching of grid supply and consumption of electrical energy, a maintenance agreement for overhead power lines (hereinafter – “OHL”), and a grid connection agreement: The Akimat of the Zhambyl Region of the Republic of Kazakhstan and the Project Company shall conclude a Land Lease Agreement.

and other agreements that will define and implement the terms of each Large Project (hereinafter – “the Large Project Documentation”).

Article 5

Key Conditions for the Implementation of Large Projects

The Kazakhstani Party provides that for each Large Project to be implemented on the territory of the Republic of Kazakhstan, the Large Project Documentation shall include the following key conditions:

1. The terms and risk allocation between the Parties must be balanced and acceptable to international project finance lenders to ensure the successful raising of non-recourse project financing by the Project Company from international development financial institutions and commercial lenders.

2. Taking into account the technical specificities of each Large Project, the off-taker is designated as the FSC, in accordance with the Law of the Republic of Kazakhstan dated July 4, 2009 No. 165-IV "On Supporting the Use of Renewable Energy Sources," which will purchase the electricity generated by each Large Project during the Term. The PPA for the implementation of the respective Large Project shall be concluded without conducting a renewable energy auction or any other bidding procedure, and it shall contain terms agreed upon by its parties, and it is not required to be based on any form of PPA typically used by the FSC.

3. The PPA shall provide for the purchase of electricity at the Tariff from each Large Project during the Term. The Project Company shall receive payment at the Tariff for any electricity generated early by the wind turbines prior to the commercial operation date for a period not exceeding 18 months.

4. The parties to each Large Project shall conclude the Large Project Documentation, taking into account the provisions of the legislation of the Republic of Kazakhstan in effect on the date of signing this Agreement, as well as international standards and best practices used for the implementation of similar renewable energy projects worldwide, and international banking requirements for bankability.

5. When concluding the Large Project Documentation, the respective Parties shall not apply the procedures provided for by the legislation of the Republic of Kazakhstan for the approval and endorsement of such documentation, except for the requirements to conduct mandatory corporate procedures. This provision does not exempt the Project Company from the need to comply with the regulatory procedures applicable in connection with the grid connection of each Large Project.

6. The FSC shall purchase electricity from the Project Company in accordance with the terms of the PPA. Electricity is purchased from the respective Large Project and dispatched from it on a priority basis with a monthly payment cycle based on internationally recognized "take or pay" terms, under which the Project Company will receive the guaranteed Tariff for making electricity available, even if the FSC does not request or accept delivery of such electricity. The only exceptions to the "take or pay" regime will be cases of curtailment due to planned and unplanned grid maintenance, emergency outages and related emergency repairs, force

majeure events affecting the grid, and grid unavailability, in each case materially affecting any Large Project and limited in time (a cumulative annual limit will be set in the Large Project Documentation, taking into account the profitability of each Large Project). All generated electricity is measured by electricity meters installed within the wind farm of the respective Large Project.

7. If and to the extent that the Project Company is prevented or delayed in commissioning, or is prevented or delayed from delivering electricity to the grid connection point as a result of one or more events related to force majeure, political risks, off-taker risks, or breaches of the Large Project Documentation by the Kazakhstani Party or entities controlled by it, then for any period during which such events or circumstances persist, the Project Company shall be relieved from liability. Furthermore, the Project Company shall also be entitled to compensation for deemed generated energy and an extension of time for its obligations, as applicable, which shall be calculated in accordance with the Large Project Documentation.

8. In order to support the generation and use of renewable energy in the grid to effectively reduce dependency on non-renewable energy sources, the Kazakhstani Party shall take necessary measures to reduce the impact on the Large Projects of the period of emergency clearance in the unified electric power system of the Republic of Kazakhstan leading to the disconnection of any Large Project from the grid.

9. The Project Company and its lenders and shareholders shall be the beneficiaries of payment obligation guarantees provided by the Kazakhstani Party and entities controlled by it, regarding the payment obligations of the FSC under the PPA, as well as the financial solvency of the FSC and its ability to perform its obligations.

10. The Kazakhstani Party undertakes to ensure, throughout the entire term of each Large Project, the availability of a letter of credit with a payment guarantee in favor of the Project Company for an amount of at least 4 monthly payments at the Tariff in accordance with the PPA, issued by a bank with a credit rating acceptable to the Project Company and its lenders. If the letter of credit and the amount provided therein are drawn upon, an obligation arises to replenish the amount of the letter of credit to the original amount. The Project Company will be required to provide a

bank guarantee in respect of delays in meeting its obligations to achieve the commercial operation date.

11. The Kazakhstani Party undertakes to ensure compensation to the Project Company in the form of an increased payment for electrical energy under the Investment Agreement and the PPA for any increased costs incurred by any Large Project in any of the following events:

11.1 curtailment events, other than those listed in the Large Project Documentation as exceptions to the "take or pay" regime;

11.2 change in law, including but not limited to the adoption of new legislation or amendment of existing legislation, a change in the interpretation or application of existing legislation, delays in obtaining government consents;

11.3 changes in the grid code;

11.4 default events on the part of the Kazakhstani Party or an entity controlled by it under the Large Project Documentation;

11.5 construction of competing projects events; and

11.6 increase in the cost of land.

12. The Kazakhstani Party undertakes to compensate the Project Company for any costs incurred by it to comply with the requirements of lenders or the state regarding any resettlement of population affected by any Large Project, or in connection with curtailment for environmental protection purposes, archaeological finds, agricultural losses, and changes in land use designation and other similar events.

13. The Kazakhstani Party undertakes to pay compensation to the Project Company in the following cases and in the following amounts:

13.1 in case of termination due to default by the Kazakhstani Party or entities controlled by it, any risks of adverse events under the control of the Kazakhstani Party (such as political force majeure, including expropriation or nationalization), changes in legislation or regulations of government agencies or delays in their required actions, prolonged curtailment, or termination by the Kazakhstani Party for other reasons in the absence of default by the Large Projects - in an amount sufficient to repay the debt to any lenders and return to any shareholders of the Project

Company their contributed capital in full, including return on capital, as well as to cover termination costs;

13.2 in case of termination due to default by the Large Projects – in an amount sufficient to repay the debt to any lenders, as well as to cover termination costs;

13.3 in case of termination due to a prolonged natural force majeure event lasting over 180 days – in an amount sufficient to repay the debt to any lenders and return to any shareholders of the Project Company their contributed capital in full, as well as to cover termination costs; and

13.4 in case of termination in other cases – in an amount agreed in the Large Project Documentation.

14. The Project Company, its shareholders, or lenders shall not bear any costs related to decommissioning or restoration. All such costs shall be borne by the Kazakhstani Party, provided that the Project Company undertakes to carry out the necessary decommissioning works if requested and financed by the Kazakhstani Party or entities controlled by it.

15. The Project Company is permitted to engage any specialists and any companies it deems necessary for the implementation of the Large Projects. If, during the construction period and one year after the commissioning date, the Project Company, its contractors, or subcontractors need to hire foreign workers without the required permit, the Project Company shall notify the local authorities supervising the hiring of foreign labor, and the Kazakhstani Party undertakes to ensure that such specialists and companies receive all necessary immigration visas and permits as soon as possible, but in any case no later than 20 days after submitting the relevant application.

16. The Kazakhstani Party undertakes not to allow the construction of any projects or any construction in the vicinity that could affect the wind flow used by any Large Project for electricity generation or otherwise obstruct the operation of any Large Project, including urban construction, construction of artificial mountains or any high-rise structures, mining projects or other geological exploration projects, large-scale industrial complexes, or other wind power plants.

17. The Large Project Documentation will be governed by the law of the Republic of Kazakhstan, except for those individual agreements that, at the request of the international lenders of the Large Projects, will be governed by the law of England and Wales. The parties will consider such requirements further during the negotiation of the Large Project Documentation. At the request of the Project Company to support the project financing of any Large Project, the Kazakhstani Party and entities controlled by it undertake to enter into direct agreements in favor of international lenders on standard terms acceptable to the lenders, with the applicable law of England and Wales. All disputes arising in connection with the implementation of the Large Project Documentation shall be resolved through arbitration proceedings in accordance with the ICC rules, held in London, United Kingdom. The Large Project Documentation shall be drawn up in English, and the English version shall prevail in case of any disputes.

18. If required by international lenders, the authorized body of the Kazakhstani Party will issue a written notice, acceptable to the international lenders, on the authority and due execution by the Kazakhstani Party and any entities controlled by it of the Large Project Documentation, as well as the validity and enforceability of the Large Project Documentation no later than 15 days after its signing.

19. The Project Company shall not be subject to requirements for participation in the real-time balancing electricity market of the Republic of Kazakhstan. Taking into account the technical, economic, and financial aspects, and observing the economic balance of interests of the Parties to the Large Projects, the Parties agree to consider the possibility of the Large Projects' participation in the real-time balancing electricity market of the Republic of Kazakhstan.

20. The Tariff approved for each Large Project shall be denominated in US dollars (hereinafter – “USD”).

21. All payments under the Large Project Documentation shall be made in Kazakhstani Tenge (hereinafter – “Tenge”) at the stock exchange rate on the date of payment.

22. The parties to each Large Project undertake to comply with all requirements of the currency legislation of the Republic of Kazakhstan, subject to the following:

- a) The parties to each Large Project shall have the unlimited right to exchange Tenge for USD at the above rate on the same payment date and to repatriate such foreign currency through bank accounts;
- b) The parties to each Large Project shall be entitled, without restriction, to perform foreign currency obligations in connection with the Large Project Documentation, as well as to receive dividends in foreign currency;
- c) The Kazakhstani Party shall ensure the availability of a sufficient amount of USD to exchange Tenge for USD at the above rate on the same payment date;
- d) The Project Company and its group entities will have unlimited rights to open, maintain, and use bank accounts in banks and financial institutions located outside the Republic of Kazakhstan, as well as to transfer USD and other freely convertible currency into and out of the Republic of Kazakhstan through such accounts without any restrictions.

23. The Kazakhstani Party undertakes to ensure that the Project Company is granted all necessary licenses, consents, permits, state expert approvals, and other authorizations (including, if required, construction and parallel design permits for the main elements of any Large Project) necessary for the timely implementation of any Large Project, as well as for its financing, in each case no later than 1 (one) month after the submission of the relevant application. This does not apply to the grid connection of the Large Projects, which will be carried out in the manner and within the timeframes provided by the legislation of the Republic of Kazakhstan in force on the date of this Agreement.

24. The Project Company shall pay taxes and be the beneficiary of investment preferences and tax benefits granted to investment projects - in each case in accordance with the legislation of the Republic of Kazakhstan.

25. Any goods, materials, equipment, and spare parts imported for the purposes of the Large Projects shall be exempt from any certification requirements of the Republic of Kazakhstan, except where conformity certification requirements are established by the legislation of the Eurasian Economic Union. In these cases, when goods are placed under conditional release, such certification must be carried out no later than 60 days from the moment of their customs declaration.

26. If any Large Project is equipped with a battery energy storage system (hereinafter – “BESS”), and if such a Large Project is required to use it beyond the maximum number of cycles provided for in Annex 1 within any operational year, then the Tariff will be increased by a corresponding amount to cover the reduced service life of the BESS, or the respective Large Project will be accordingly exempted in the future from obligations and warranties related to the subsequent annual degradation of the BESS, in accordance with the technical parameters of the BESS.

27. The Kazakhstani Party undertakes to ensure the transfer of land use rights for the land plots necessary for each Large Project (including the right-of-way for OHLs) and acceptable to the Developers, directly from the relevant state bodies without a tender (auction). The timelines for such transfer will be specified in the Large Project Documentation. The scope of land use rights must be sufficient for the Developers to implement the Large Projects and for lenders to provide non-recourse financing, and the possibility of creating sufficient security over such land use rights in favor of the lenders must be provided. The land plots must be provided with a classification appropriate for each Large Project, without the need for reclassification, resettlement, or other similar measures. All other rights under the Large Project Documentation may also be used as security for lenders, including through assignment. If any Large Project needs to build an OHL with a length of over 125 km due to right-of-way restrictions, then the Tariff will be increased proportionally to cover the increased costs associated with the greater length of the OHL.

28. Carbon offsets generated under each Large Project will belong to the Project Company, and it will dispose of them in accordance with the legislation of the Republic of Kazakhstan.

29. The Developers must provide for local community development activities, as well as professional training and exchange of experience for the Project Company's employees who are citizens of the Republic of Kazakhstan, within which such employees will be able to visit other projects similar to the Large Projects abroad, including the UAE.

30. All parties to the Large Project Documentation acknowledge that a decision made in arbitration for any Large Project shall be final and binding, and they expressly waive any immunity in respect of any arbitration or judicial proceedings arising from or in connection with any

Large Project Documentation, except that no pre- or post-judgment enforcement measures, such as attachment or execution, may be taken in connection with an award rendered in arbitration proceedings initiated pursuant to this Agreement in respect of:

- a) property, including any bank account, used or intended for use in the performance of the functions of a state's diplomatic mission or its consular posts, special missions, missions to international organizations, or delegations to the organs of international organizations or to international conferences;
- b) property of a military character and/or used or intended for use in the performance of military functions; and
- c) property of the National Bank of the Republic of Kazakhstan or property held in trust by the National Bank of the Republic of Kazakhstan

Article 6

Public and Environmental Safety

1. The Large Projects must comply with the current legislation of the Republic of Kazakhstan regarding the performance of a social and environmental impact assessment on the territory of the Republic of Kazakhstan, which must be conducted on the territory of the Republic of Kazakhstan.
2. The results of such an assessment must be published and/or available upon request of any interested person.

Article 7

Dispute Resolution

Disputes arising from the interpretation and/or application of the provisions of this Agreement shall be resolved through bilateral consultations or negotiations between the Parties.

Article 8

Scope and Effect of the Agreement

1. The Parties agree to cooperate in the field of energy security and to develop their economic cooperation in this area.

2. This Agreement is designed to support Large Projects in the field of renewable energy sources, in particular:

a) it is not intended to regulate all aspects of the Parties' cooperation in the field of energy and/or sustainable development, and the Parties reserve the right to conclude any other cooperation agreement;

b) it applies without prejudice to any other international treaty or convention between the Parties and does not repeal or replace their application.

Article 9

Entry into Force, Amendments, and Term

1. This Agreement shall enter into force on the date of receipt through diplomatic channels of the last written notification of the completion by the Parties of the internal state procedures necessary for its entry into force.

2. This Agreement is concluded for an indefinite period and shall terminate upon the expiration of 30 (thirty) days from the date of receipt by one Party through diplomatic channels of a written notification from the other Party of its intention to terminate it.

3. The Parties agree that before the completion of the internal state procedures necessary for its entry into force, the content, texts, and terms of the Investment Agreement and the PPA, as well as the names of the specific Developers and Co-Developers of the Large Projects, must be agreed upon between the Parties.

4. Except as required for the performance of the obligations described in paragraph 22 of Article 5 (Key Conditions for the Implementation of Large Projects) above, the provisions of this Agreement do not apply to the National Bank of the Republic of Kazakhstan, which is not a party to this Agreement.

Nothing in this Agreement shall be construed as a waiver of any immunities with respect to property owned by the National Bank of the Republic of Kazakhstan (and/or on any other basis), and/or property held in trust by the National Bank of the Republic of Kazakhstan.

5. By mutual agreement of the Parties, amendments and additions may be made to this Agreement, which shall form its integral parts, shall be

formalized by separate protocols, and shall enter into force in the manner provided for in paragraph 1 of this article.

Done in the city of [Dubai] on the (2nd) of December 2023, in two original copies, each in the Kazakh, Arabic, Russian, and English languages, all texts being equally authentic. In case of discrepancies in the interpretation of the text of the Agreement, the Parties shall refer to the English text.

For the Government of the Republic of Kazakhstan

For the Government of the UAE

Annex 1 to the Agreement between the Government of the Republic of Kazakhstan and the Government of the United Arab Emirates on the implementation of a wind power plant project: Developer and details of the Large Projects

This Agreement applies to the following Large Projects.

First Large Project:

The implementation of the First Large Project is expected in the Zhambyl region of the Republic of Kazakhstan, and the First Large Project will have the following components:

- 1) A wind farm with a power capacity of 500 MW.
- 2) a battery energy storage system (BESS) with a capacity of 150 MW and a capacity of 300 MWh, connected to the automatic grid frequency control system managed by KEGOC. The availability factor of the BESS is 95% during the Term and is based on a maximum number of charge and discharge cycles, which is 400 full cycles per year for 25 years. In case of early electricity generation, the BESS will be commissioned in phases, starting from 200 MW of installed wind turbine capacity as set out in the Large Project Documentation.
- 3) An OHL up to 125 km long and with a voltage of 220 kV will connect the First Large Project to the existing Zhambyl substation with a 220 kV

connection capability. The Parties may agree on alternative connection points or a connection scheme after the completion of the power evacuation study.

The Project Company is responsible for the construction of the connection facilities, including the OHL and its connection to the KEGOC grid, which will be transferred to KEGOC for operation and management on the commercial operation date of the First Large Project. The Parties have agreed that KEGOC will assume full operational responsibility for these grid assets and ensure their availability for electricity transmission under the OHL maintenance agreement, which will be considered part of the Large Project Documentation, whereby KEGOC accepts the risk of curtailment events on these grid assets for the purposes of calculating compensation for deemed generated energy as set out in this Agreement and the Large Project Documentation, as well as for all other purposes.

KEGOC shall bear the risk and cost of technical losses arising on these grid assets and the BESS, with the mandatory inclusion of such costs in the cost of KEGOC's regulated services in accordance with the legislation of the Republic of Kazakhstan.

The Tariff for the First Large Project is set for the Term and is 4.49 USDc/kWh.

Abu Dhabi Future Energy Company PJSC – Masdar will act as the lead developer of the First Large Project and has the right to invite the following organizations to participate in the First Large Project as partners:

- 1) W Solar Investment – Sole Proprietorship L.L.C.
- 2) Kazakhstan Investment Development Fund (KIDF) Management Company LTD.
- 3) GC “Qazaq Green Power PLC”

The lead developer will be allowed to attract new partners, and the composition of partners may change.

Second Large Project:

The Second Large Project will have a power capacity of 500 MW in one or more phases, with the BESS accounting for 30% of the installed capacity for 2 hours, and the BESS will meet all other requirements provided for the BESS under the First Large Project above.

The Tariff for the Second Large Project is set for a term of 25 years and is 4.49 USDc/kWh.

The Project Company is responsible for the construction of the connection facilities, including the OHL and its connection to the KEGOC grid, and the parties will use the procedure provided for in the First Large Project above regarding the operation and management of these assets.

Abu Dhabi Future Energy Company PJSC – Masdar will act as the lead developer of the Second Large Project.

The lead developer will be allowed to attract partners in coordination with the Ministry of Energy.

GOVERNMENT OF THE REPUBLIC OF KAZAKHSTAN

AND

THE GOVERNMENT OF THE UNITED ARAB EMIRATES

AGREEMENT ON THE IMPLEMENTATION OF A WIND POWER PLANT
PROJECT

The Government of the Republic of Kazakhstan (hereinafter - the "Kazakhstani Party"), on the one hand,

and

the Government of the United Arab Emirates (UAE) (hereinafter - the "UAE Party"), on the other hand, hereinafter referred to as the "Parties",

- aspiring to strengthen and deepen relations within the energy framework, to diversify energy sources, as well as to promote and develop renewable energy sources, innovative green technologies, and their effective use;

- recognizing the close cooperation between Kazakhstani companies and UAE companies in various sectors, including the electric power industry, as well as the existing partnership relations and ongoing projects in this sector, thanks to the support and assistance of the Parties;

- the ambitious goals and policy of the Republic of Kazakhstan on combating global warming, including achieving carbon neutrality by 2060, including through projects and technology transfer in the field of renewable energy sources;

taking into account:

have agreed as follows:

Article 1

Purpose

1. The purpose of this Agreement (hereinafter – the “Agreement”) is to implement cooperation between the Parties in combating global warming through the promotion, development, and implementation of projects in the field of renewable energy sources and sustainable development on the territory of the Republic of Kazakhstan.

2. The Agreement is specifically aimed at promoting projects that may contribute to achieving the Parties' goals and priorities in the field of energy security, as well as fulfilling their obligations, transitioning to environmentally friendly technologies, and reducing emissions.

Article 2

Subject

1. This Agreement applies to projects in the field of renewable energy sources and to green technologies and innovations aimed at the production and storage of electrical energy.

2. The Parties intend to apply this Agreement to large projects (hereinafter – "Large Projects") implemented on the territory of the Republic of Kazakhstan, subject to their acceptance by the Republic of Kazakhstan, and capable of making an effective and significant contribution to achieving the aforementioned goals of the Parties. Based on this, Large Projects must collectively meet the following conditions:

- a) capacity – 1 GW;
- b) annual reduction of carbon dioxide emissions (CO₂);
- c) production of electricity from renewable energy sources (onshore wind resources);
- d) stability and reliability of the integration of Large Projects into the Unified Electric Power System of the Republic of Kazakhstan to strengthen the energy security of the Republic of Kazakhstan;
- e) production and sale of electricity at the tariff specified for the respective Large Project in Annex 1 below (hereinafter - "the Tariff");

f) an electricity purchase period of 25 years (hereinafter - "the Term") from the commercial operation date for each Large Project (taking into account the possibility of extension on agreed terms) to contribute to the Parties' strategy for achieving carbon neutrality, in accordance with the objectives of this Agreement;

g) ensuring the energy security and independence of the Republic of Kazakhstan, in the territory of which each Large-scale Project is implemented, as well as its contribution to the stability and reliability of its national power grid,

h) Large-scale Projects shall be developed by:

- i. the financial and technical feasibility of implementing each Large-scale Project;
- ii. one or more project companies (hereinafter - the "**Project Company**") registered as legal entities in Kazakhstan (including if the entities are registered under the jurisdiction of the "Astana" International Financial Centre), established by entities with confirmed experience in developing, investing in, financing, and operating (i) renewable energy source project(s) in Central Asia and (ii) using an energy storage system (hereinafter - the "**Developers**").

i) notwithstanding the absence of obligations on the Project Company and their non-application in the future, the Project Company shall use commercially reasonable efforts to utilize local construction works and services in the Republic of Kazakhstan to the extent possible and readily available, and shall use commercially reasonable efforts to study the possibility of localization, taking into account the quality, time, technical, and other requirements of the Project (including the requirements set by financial institutions);

3. The names of the selected Developers and the specific features and requirements for the Large-scale Projects are provided in Appendix 1 to this Agreement.

4. This Agreement contains the general principles of the Parties' cooperation and does not impose obligations on any of the Parties in the implementation of any Large-scale Projects.

5. The terms and provisions of this Agreement shall apply to all Large-scale Projects and the respective stages set out in Appendix 1 to this Agreement.

Article 3

Execution of the Agreement

1. The Parties shall, among other things, promote the development, creation, implementation, and operation of Large-scale Projects in the field of renewable energy sources and green technologies and innovations in the territory of the Republic of Kazakhstan through:

- a) cooperation between their respective competent authorities;
- b) cooperation between their respective private sectors;
- c) transfer of necessary technologies in the field of renewable energy sources and their storage;
- d) exchange of know-how and technologies in the field of renewable energy sources, energy generation, and storage.

2. The Parties agree that regular consultations and coordination are necessary to ensure the implementation of the provisions of this Agreement. In this regard, the Parties shall appoint representatives duly authorized to conduct such consultations and coordination.

Article 4

Legal Framework for Large-scale Projects

1. The Parties shall ensure the transparency of the legal, legislative, and regulatory framework under which the Large-scale Projects will be implemented.

2. The Kazakhstani Party shall negotiate with the Project Company and, as the case may be, with the Developers, creditors, and other participants of the Large-scale Projects, and shall enter into the following agreements:

- The Financial Settlement Center for Renewable Energy Sources (hereinafter – “FRC”) shall conclude a Power Purchase Agreement (hereinafter – “PPA”);
- The Government of the Republic of Kazakhstan and the Project Company shall conclude an Investment Agreement (hereinafter – the “**Investment Agreement**”), to which an agreed draft of the PPA will be attached;
- The Kazakhstan Electricity Grid Operating Company (KEGOC) and the Project Company shall conclude a technical dispatching agreement for power transmission, a maintenance agreement (hereinafter – “OHTL”), and a grid connection agreement;
- The Akimat of the Zhambyl region of the Republic of Kazakhstan and the Project Company shall conclude a land plot lease agreement

and other agreements that define and implement the terms of each Large-scale Project (hereinafter – the “**Large-scale Project Documentation**”).

Article 5

Key Terms for the Implementation of Large-scale Projects

The Kazakhstani Party provides that the Large-scale Project Documentation for each Large-scale Project implemented in the territory of the Republic of Kazakhstan shall include the following key terms:

1. The allocation of terms and risks between the Parties must be balanced and acceptable to international lenders for project financing to ensure the effective attraction of non-recourse project financing by the Project Company from international development financial institutions and commercial creditors.
2. Taking into account the technical specifics of each Large-scale Project, the buyer has designated the FRC as the entity to purchase the electricity generated by each Large-scale Project for the duration of the Term, in accordance with the Law of the Republic of Kazakhstan No. 165-IV of July 4, 2009, "On Supporting the Use of Renewable Energy Sources". The PPA for the implementation of the respective Large-scale Project will be concluded without conducting an auction or any other bidding procedure for renewable energy sources and shall contain the terms agreed upon by its parties, without being required to be based on any form of PPA typically used by the FRC.
3. The PPA must provide for the purchase of electricity from each Large-scale Project at the Tariff throughout the Term. The Project Company must receive payment at the Tariff for any electricity generated by the wind turbines ahead of schedule before the commercial operation date for a period not exceeding 18 months.
4. The parties of each Large-scale Project shall conclude the Large-scale Project Documentation taking into account the provisions of the legislation of the Republic of Kazakhstan in force on the date of signing this Agreement, as well as international standards and best practices used for the implementation of similar renewable energy source projects worldwide and international banking requirements for investment attractiveness.
5. When concluding the Large-scale Project Documentation, the respective Parties shall not apply the procedures provided for in the legislation of the Republic of Kazakhstan for the approval and endorsement of such documentation, except for the requirements to conduct mandatory corporate procedures. This provision does not exempt the Project Company from the need to comply with the applicable regulatory procedures related to connecting the Large-scale Project to the grid.
6. The FRC shall purchase electricity from the Project Company in accordance with the terms of the PPA. Electricity will be purchased from the respective Large-scale Project and transmitted from it on a priority basis with a monthly payment cycle, based on

internationally recognized "take or pay" terms for mandatory payment upon product refusal, according to which the Project Company will receive the guaranteed Tariff for the electricity supplied, even if the FRC does not request or accept such electricity delivery. The only exceptions to the "take or pay" regime will be curtailment of electricity supply due to planned and unplanned grid maintenance, emergency shutdowns and related emergency repair works, force majeure circumstances affecting the grid, as well as cases of grid unavailability that significantly affect each Large-scale Project and are limited in time (the annual aggregate limit will be established in the Large-scale Project Documentation, taking into account the need to ensure the profitability of the Large-scale Project). All generated electricity will be measured by electricity metering devices within the wind farm of the respective Large-scale Project.

7. If the Project Company experiences hindrances or delays in commissioning, or hindrances or delays in supplying electricity to the power grid connection point as a result of one or more events related to force majeure circumstances, political risks, risks of the buyer, or a breach of the terms of the Large-scale Project Documentation by the Kazakhstani Party or persons under its control, then the Project Company will be released from liability for any period during which such events or circumstances persist. Furthermore, the Project Company is entitled to claim compensation calculated in accordance with the Large-scale Project Documentation for deemed generated electricity and an extension of the deadline for fulfilling its obligations in the respective circumstances.

8. To effectively reduce dependence on non-renewable energy sources and to support the generation and use of renewable energy in the grid, the Kazakhstani Party shall take necessary measures to minimize the impact on the Large-scale Projects of the period of eliminating accidents in the Unified Electric Power System of the Republic of Kazakhstan that lead to the disconnection of each Large-scale Project from the grid.

9. The Project Company and its creditors and shareholders are the beneficiaries of the payment obligation guarantees provided by the Kazakhstani Party and persons under its control regarding the FRC's payment obligations under the PPA, as well as the financial stability of the FRC and its ability to fulfill its obligations.

10. The Kazakhstani Party undertakes to ensure the availability of a letter of credit with a payment guarantee in favor of the Project Company for an amount of at least 4 months' payment at the Tariff under the PPA, issued by a bank with a credit rating acceptable to the Project Company and its creditors, for the entire term of each Large-scale Project. If the letter of credit and the amount provided by it are used, the obligation to replenish the amount provided in the letter of credit to the original amount shall apply. The Project Company will be obliged to provide a bank guarantee regarding delays in fulfilling its obligations to reach the commercial operation date.

11. The Kazakhstani Party undertakes to ensure compensation is paid to the Project Company in the form of an increase in the payment for electricity under the

Investment Agreement and the PPA for any increased costs incurred by each Large-scale Project in any of the following events:

11.1. events of electricity supply curtailment, other than those listed in the Large-scale Project Documentation as an exception to the "take or pay" regime;

11.2. changes in legislation, including but not limited to the adoption of new legislation or changes to existing legislation, changes in the interpretation or application of existing legislation, delays in obtaining approvals from state bodies;

11.3. changes in the electricity grid code;

11.4. events of non-fulfillment of obligations by the Kazakhstani Party or a person under its control under the Large-scale Project Documentation;

11.5. events of construction of competing projects;

11.6. increase in the cost of land.

12. The Kazakhstani Party undertakes to compensate the Project Company for any costs incurred due to the curtailment of electricity supply and other similar events for the purpose of complying with the requirements of creditors or the state regarding any resettlement of the population affected by the Large-scale Project, or for the purpose of environmental protection, archaeological finds, agricultural losses, and changing the designated purpose of land plots.

13. The Kazakhstani Party undertakes to pay compensation to the Project Company in the following cases and amounts:

13.1. in case of termination due to non-fulfillment of obligations by the Kazakhstani Party or persons under its control, any risks of adverse events under the control of the Kazakhstani Party (such as political force majeure circumstances, including expropriation or nationalization), violation of changes in legislation or by-laws of government agencies or delays in implementing actions required by them, prolonged curtailment of electricity supply, or in other cases of breach by the Kazakhstani Party where there is no non-fulfillment of obligations by the Large-scale Projects, an amount of compensation sufficient to repay the debt to any creditors and to fully return the capital invested by any shareholders of the Project Company, including a return on capital, as well as to cover expenses related to the termination;

13.2. in case of termination due to non-fulfillment of obligations by the Large-scale Projects, an amount sufficient to repay the debt to any creditors, as well as to cover expenses related to the termination;

13.3. in case of termination due to a prolonged force majeure event of a natural character lasting more than 180 days, an amount sufficient to repay the debt to any creditors and to fully return the capital invested by any shareholders of the Project Company, as well as to cover expenses related to the termination;

13.4. in case of termination in other circumstances, an amount agreed upon in the Large-scale Project Documentation.

14. No costs related to decommissioning or restoration of revenue sources shall be borne by the Project Company, its shareholders, or creditors. All such costs shall be borne by the Kazakhstani Party, provided that the Project Company is obliged to carry out the necessary decommissioning works if requested and financed by the Kazakhstani Party or persons under its control.

15. The Project Company is permitted to engage any specialists and companies it deems necessary for the implementation of the Large-scale Projects. If, during the construction period and within one year after the start date of the Project Company's commissioning, its contractors or subcontractors need to use foreign employees without the required permits, the Project Company shall notify the local authorities that oversee the engagement of foreign labor, and the Kazakhstani Party undertakes to ensure that such specialists and companies obtain all necessary immigration visas and permits in a short time, but in any case no later than 20 days after the submission of the respective application.

16. The Kazakhstani Party undertakes not to allow the construction or implementation of any projects or any construction on adjacent sites that would affect the wind flow used by each Large-scale Project for electricity generation or otherwise interfere with each Large-scale Project, for example, urban development, artificial mountains or any high structures, mining projects or other geological exploration projects, large-scale industrial complexes, or other wind power plants.

17. The Large-scale Project Documentation shall be governed by the law of the Republic of Kazakhstan, except for individual agreements that must be governed by the law of England and Wales at the request of the international creditors of the Large-scale Projects. Such requirements will be further considered by the parties during the phase of agreeing on the Large-scale Project Documentation. To support the project financing of each Large-scale Project, at the request of the Project Company, the Kazakhstani Party and persons under its control undertake to enter into direct agreements in favor of international creditors with standard terms acceptable to creditors under the applicable law of England and Wales. All disputes arising in connection with the implementation of the Large-scale Project Documentation shall be resolved within the framework of arbitration proceedings in accordance with the regulations of the ICC, to be held in London, United Kingdom. The Large-scale Project Documentation shall be drawn up in English, and the English version shall prevail in case of any disputes.

18. If required by international creditors, the authorized body of the Kazakhstani Party shall issue a written notice acceptable to the international creditors regarding the powers and proper conclusion of the Large-scale Project Documentation by the Kazakhstani Party and any persons under its control, as well as the enforceability of the Large-scale Project Documentation, no later than 15 days after its signing.

19. The requirements for the Project Company to participate in the real-time balancing electricity market of the Republic of Kazakhstan shall not apply. Taking into

account the technical, economic, and financial aspects, as well as maintaining the economic balance of interests of the Parties of the Large-scale Projects, the Parties agree to consider the possibility of the Large-scale Projects' participation in the real-time balancing electricity market of the Republic of Kazakhstan.

20. The approved tariff for each Large-scale Project shall be nominated in US dollars (hereinafter – “USD”).

21. All payments under the Large-scale Project Documentation shall be made in Kazakhstani Tenge (hereinafter – “Tenge”) at the stock exchange rate on the payment date.

22. The parties of each Large-scale Project undertake to comply with all requirements of the currency legislation of the Republic of Kazakhstan, taking into account that:

- a) The Parties of each Large-scale Project have the unrestricted right to convert Tenge to USD at the exchange rate on the payment date indicated above and to repatriate such foreign currency through bank accounts;
- b) The Parties of each Large-scale Project have the right to fulfill currency obligations arising from the Large-scale Project Documentation without restriction, as well as to receive dividends in foreign currency;
- c) The Kazakhstani Party shall ensure access to a sufficient quantity of USD for the conversion of Tenge to USD at the above-mentioned rate on that payment date;
- d) The Project Company and its group organizations shall have unrestricted rights to open, maintain, and use bank accounts in banks and financial institutions located outside the Republic of Kazakhstan, as well as to transfer USD and other freely convertible currencies to and from the Republic of Kazakhstan with the help of such accounts without any restrictions.

23. The Kazakhstani Party undertakes to ensure that the Project Company is issued all necessary licenses, permits, state expert review approvals, and other approvals required for the timely implementation of each Large-scale Project, as well as for its financing (including, if necessary, construction permits for the key elements of each Large-scale Project and parallel design), in each case no later than 1 (one) month after the submission of the respective application. This does not apply to the grid connection procedure for the Large-scale Projects, which will be carried out in the manner and within the timeframes provided for by the legislation of the Republic of Kazakhstan in force on the date of this Agreement.

24. The Project Company shall pay taxes and be the beneficiary of investment preferences and tax benefits granted to investment projects in each case in accordance with the legislation of the Republic of Kazakhstan.

25. Any goods, materials, equipment, and spare parts imported for the purposes of the Large-scale Projects are exempt from any certification requirements of the Republic of Kazakhstan, except in cases established by the legislation of the Eurasian

Economic Union. In such cases, when placing goods under conditional release, such certification must be carried out no later than 60 days from the moment of their customs declaration.

26. If each Large-scale Project is equipped with a battery energy storage system (hereinafter – “BESS”) and if it is required for the Large-scale Project to be used for more than the maximum number of cycles provided for in Appendix 1 within any operational year, then the Tariff will be increased by an appropriate amount to cover the reduced service life of the BESS, or that Large-scale Project will be duly released in the future from obligations and guarantees related to the annual decrease in BESS efficiency in accordance with the technical parameters of the BESS.

27. The Kazakhstani Party undertakes to ensure the transfer of land use rights to the land plots necessary for each Large-scale Project (including the right-of-way for the OHTL) and acceptable to the Developers directly from the relevant state bodies without conducting a competition (auction). The terms of such transfer will be specified in the Large-scale Project Documentation. The scope of land use rights must be sufficient for the Developers to be able to implement the Large-scale Projects and for creditors to be able to finance it on a non-recourse basis, and the possibility of creating sufficient security in favor of creditors with respect to such land use rights must be provided. The land plots must be provided with the appropriate classification for each Large-scale Project, without requiring reclassification, resettlement, and other such activities. All other rights under the Large-scale Project Documentation can be used as collateral for creditors, including through concession. If it is necessary to build an OHTL of more than 125 km due to the limitations provided in the right-of-way for each Large-scale Project, then the tariff will be proportionally increased to cover the increased costs associated with the longer length of the OHTL.

28. The carbon offsets created within each Large-scale Project shall belong to the Project Company, and it shall dispose of them in accordance with the legislation of the Republic of Kazakhstan.

29. The Developers must provide local community development measures, as well as professional training and experience exchange for the employees of the Project Company who are citizens of the Republic of Kazakhstan, within which such employees can travel abroad to other similar projects, including to the UAE.

30. All parties to the Large-scale Project Documentation acknowledge that the decision adopted within the framework of arbitration for each Large-scale Project must be final and binding, and in relation to any arbitration or judicial proceedings arising from or in connection with any Large-scale Project Documentation, except that no enforcement measures will be taken before or after a court decision is rendered, such as an injunction or execution, in connection with a decision issued in arbitration proceedings initiated in accordance with this Agreement, they directly waive any immunity against:

- a) property rights, including any bank account used or intended for use in performing the functions of a state's diplomatic mission or its consular establishments, special missions, representations to international organizations, or delegations to organs of international organizations or at international conferences;
- b) property of a military nature and/or used and/or intended for use in performing military functions; and
- c) property of the National Bank of the Republic of Kazakhstan or property in the trust management of the National Bank of the Republic of Kazakhstan.

Article 6

Safety of the Population and the Environment

1. The Large-scale Projects must adhere to the current legislation of the Republic of Kazakhstan regarding the performance of social and environmental impact analyses that must be conducted in the territory of the Republic of Kazakhstan.
2. The results of such analysis must be published and/or be available upon request of any interested person.

Article 7

Dispute Resolution

Disputes arising in connection with the interpretation and/or application of the provisions of this Agreement shall be resolved through bilateral consultations or negotiations between the Parties.

Article 8

Scope and Application of the Agreement

1. The Parties agree to cooperate in the field of energy security and to develop their economic cooperation in this area.
2. This Agreement is designed to support Large-scale Projects in the field of renewable energy sources, in particular:
 - it is not intended to regulate all aspects of the Parties' cooperation in the field of energy and/or sustainable development, and the Parties reserve the right to conclude any other agreement on cooperation;
 - it applies without prejudice to any other international treaty or Convention between the Parties and does not cancel or replace its application.

Article 9

Entry into Force, Amendments and Additions, Term of Validity

1. This Agreement shall enter into force on the date of receipt of the last written notification through diplomatic channels that the Parties have completed the internal state procedures necessary for its entry into force.

2. This Agreement is concluded for an indefinite period and shall terminate 30 (thirty) days after the date one Party receives a written notification from the other Party through diplomatic channels of its intention to terminate its validity.

3. The Parties agree that the content, texts, and terms of the Investment Agreement and the PPA, as well as the names of the specific Developers and co-Developers of the Large-scale Projects, must be agreed upon between the Parties before the completion of the internal state procedures necessary for its entry into force.

4. Except for the conditions required to fulfill the obligations described in paragraph 22 of Article 5 above (Key terms for the implementation of Large-scale Projects), the provisions of this Agreement do not apply to the National Bank of the Republic of Kazakhstan, which is not a party to this Agreement. Nothing in this Agreement shall be interpreted as a waiver of any immunities regarding property owned by the National Bank of the Republic of Kazakhstan by right of ownership (and (or) on another legal basis) and (or) property in the trust management of the National Bank of the Republic of Kazakhstan.

5. By mutual agreement of the Parties, amendments and additions may be made to this Agreement, which shall be integral parts thereof, shall be formalized by separate protocols, and shall enter into force in the manner provided for in paragraph 1 of this Article.

Done in the city of Dubai on December 2, 2023, in two original copies, each in the Kazakh, Arabic, Russian, and English languages, all texts being equally authentic. In case of discrepancies in the interpretation of the Agreement's text, the Parties shall refer to the English text.

On behalf of the Government of the Republic of Kazakhstan

On behalf of the Government of the UAE

**Appendix 1 to the Agreement between the
Government of the Republic of
Kazakhstan and the Government of the United Arab
Emirates on the
Implementation of a Wind Power Plant Project:
Developer and
Details of the Large-scale Projects**

This Agreement applies to the following Large-scale Projects.

First Large-scale Project:

The implementation of the First Large-scale Project is expected in the Zhambyl region of the Republic of Kazakhstan, and the First Large-scale Project will have the following components:

- 1) A wind farm with an energy capacity of 500 MW;
- 2) an energy storage system using battery energy storage systems (BESS) with a capacity of 150 MW and a capacity of 300 MWh, connected to the automatic frequency control system of the grid managed by KEGOC. The BESS is based on an availability factor of 95% over the term and a maximum number of charge and discharge cycles of 400 full cycles per year for 25 years. In the case of early power generation, the BESS will be commissioned in stages starting from an installed capacity of 200 MW of the wind turbines as described in the Large-scale Project Documentation;
- 3) An OHTL with a length of up to 125 km and a voltage of 220 kV will connect the Large-scale Project with the existing Zhambyl substation with a 220 kV connection capability. The Parties have the right to agree on alternative connection points or a connection scheme after the completion of the power delivery scheme study.

The Project Company will be responsible for the construction of the connection facilities, including the OHTL and its connection to the KEGOC grid, which it will transfer to KEGOC for operation and management on the commercial operation date of the First Large-scale Project. The Parties have agreed that KEGOC will assume full operational responsibility for these grid assets and will ensure their availability for power transmission within the framework of the OHTL maintenance agreement, which is part of the Large-scale Project Documentation, in connection with which KEGOC assumes the risk of electricity supply curtailment events in these grid assets for the purposes of calculating compensation for deemed generated electricity as described in this Agreement and the Large-scale Project Documentation, as well as for all other purposes. KEGOC must bear the risk and cost of technical losses arising

in these grid assets and the BESS, with the mandatory inclusion of such costs in the cost of KEGOC's regulated services in accordance with the legislation of the Republic of Kazakhstan.

The tariff for the First Large-scale Project is fixed for the Term and is 4.49 USDC/kWh.

Abu Dhabi Future Energy Company PJSC – Masdar will act as the lead developer of the First Large-scale Project and is entitled to invite the following organizations to join the project as partners:

- 1) W Solar Investment - Sole Proprietorship L.L.C.;
- 2) KAZAKHSTAN INVESTMENT DEVELOPMENT FUND (KIDF) MANAGEMENT COMPANY LTD.;
- 3) SP "Qazaq Green Power PLC"

The lead developer is permitted to attract new partners, and the composition of partners may change.

Second Large-scale Project:

The Second Large-scale Project will have an energy capacity of 500 MW in one or more phases, with the BESS having 30% of the installed capacity for 2 hours and the BESS meeting all other requirements provided for the BESS within the First Large-scale Project above.

The tariff for the Second Large-scale Project is set for a term of 25 years and is 4.49 USDC/kWh.

The Project Company will be responsible for the construction of the connection facilities, including the power transmission line and its connection to the KEGOC grid, and the parties will use the procedure provided for in the First Large-scale Project above regarding the operation and management of these assets.

Abu Dhabi Future Energy Company PJSC – Masdar will act as the lead developer of the project. The lead developer is permitted to attract partners in agreement with the Ministry of Energy.