

## **THE EGAT POWER PURCHASE AGREEMENT**

### **SUMMARY FOR PUBLIC DISCLOSURE**

The EGAT PPA is between EGAT and NTPC under which NTPC shall declare and make available generating capacity and sell electrical energy to EGAT for 25 years following the occurrence of the A Period Commencement Date (“ACD”), as such term may be extended.

NTPC’s main obligation under the EGAT PPA is to declare and make available generating capacity and electrical energy to EGAT, whilst EGAT’s main obligation is to purchase 95% of such electrical energy declared and made available on a take-or-pay basis and to make payment thereof.

#### ***Conditions Precedent***

The Conditions Precedent to be satisfied by NTPC include, but are not limited to, the delivery to EGAT of the Concession Agreement and an effective agreement between EGAT and the Government of Lao PDR (the “GOL Undertaking”).

On the date of execution of the EGAT PPA (the “Execution Date”), NTPC is required to post a bank guarantee to EGAT to provide security for EGAT’s costs pre-Financial Close (the “Initial Development Security”). The Initial Development Security may be retained by EGAT if NTPC’s Conditions Precedent are not satisfied provided that such failure by NTPC is not caused by any failure of EGAT to meet its Conditions Precedent. To the extent that the failure is caused by EGAT then EGAT shall return the Initial Development Security in full.

#### ***Conditions Subsequent***

The Conditions Subsequent to be satisfied by NTPC include the execution of a second ranking mortgage in favour of EGAT (the “Additional Development Security”) and an assignment of NTPC’s rights under the insurance package (the “Insurance Assignment”), together with the delivery of all required legal opinions relating thereto.

NTPC is required to post an additional bank guarantee to EGAT within 12 months of the Execution Date. The date of posting this additional security may be extended due to delays by EGAT in obtaining certain approvals.

NTPC is also required to post another bank guarantee to EGAT (the “Supplemental Security”) at the Financial Close Date (“FCD”) to secure, *inter alia*, reimbursement of any costs incurred by EGAT in building its transmission line in the event of termination pre-Commercial Operation Date (“COD”).

NTPC has 18 months to reach FCD from the Execution Date. Failure to reach Financial Close by the Scheduled Financial Close Date (“SFCD”) will make NTPC liable to pay liquidated damages to EGAT at a pre-determined rate per day.

### ***Design of the Project***

The Project will be designed to have a generating capacity at the EGAT Delivery Point of 995 MW at full supply level and 966 MW at minimum operating level (which includes a 5% capacity margin which NTPC has an obligation to make available for the purpose of EGAT dispatch – i.e. for which EGAT does not have a take-or-pay obligation). The design of the Project should allow for an average annual energy generation on a long-term basis of 5,636 GWh to EGAT.

A 138 km double circuit 500 kV transmission line will be constructed by NTPC in the Lao PDR to deliver the electricity generated at the Nam Theun 2 substation for EGAT to a delivery point (the “EGAT Delivery Point”) on the border of the Lao PDR and Thailand in the Mekong River near Savannakhet.

A 159 km double circuit 500 kV transmission line will be constructed by EGAT in Thailand to offtake the electrical energy from the EGAT Delivery Point and transport such electrical energy to the Roi Et 2 substation.

NTPC will install a SCADA system to monitor, supervise and control the generation of electrical energy. Relevant information will be transmitted to EGAT’s National Control Centre and Regional Control Centres and to NTPC’s office in Vientiane.

Following testing, commissioning and initial operations, the Project should be able to be operated automatically (except start/stop orders entered manually by NTPC Operator) acting on remote dispatch instructions.

### ***Obligation to Construct and Commission Transmission Facilities***

Both EGAT and NTPC have obligations to construct their respective facilities by specified milestone dates in connection with the achievement of the Commercial Operation.

### ***EGAT Access Rights***

EGAT is obliged to exercise its authority under the EGAT Act and comply with Thai laws relating to obtaining the relevant governmental approvals in order to acquire the Access Rights (i.e., ownership rights (in respect of the Roi Et 2 substation) and the easements and rights of way (in respect of the other EGAT Transmission Facilities (ETF)) required for it to construct, operate and maintain the ETF and that portion of the Interconnection Facilities located in Thailand by the Schedule EGAT Interconnection Facilities Ready Date (in the case of the Roi Et 2 substation) and the Scheduled EGAT Connection Ready Date (in the case of the other ETF).

After acquiring the Access Rights, EGAT is obliged to maintain and exercise such rights to perform its obligations under the EGAT PPA.

### ***Mekong Crossing***

The Mekong Crossing shall consist of the Interconnection Facilities and the Common Interconnection Facilities. The Interconnection Facilities and the Common Interconnection Facilities shall be of an agreed design criteria with common technical requirements.

The Interconnection Facilities shall consist of two Anchor Towers, one located in each country inland from the river bank, two Suspension Crossing Towers, one located in each country on the river bank and two Intermediate Suspension Towers located in the river, one on either side of the border. Each party shall construct its respective part of the Interconnection Facilities.

The Common Interconnection Facilities shall comprise the stringing of the transmission line between the 6 towers. The Common Interconnection Facilities will be undertaken by NTPC provided that EGAT will assist NTPC in procuring all Thai approvals and permits that may be required for NTPC to undertake the work on the Thai side of the Mekong.

### ***Savannakhet Substation***

NTPC shall construct or cause to be constructed a substation at Savannakhet (approximately 3 km from the EGAT Delivery Point) in the event that after the COD another Lao PDR power project selling electrical energy to Thailand needs to connect to the Roi Et 2 substation through the Interconnection Facilities and that such other power project is approved by both GOL and EGAT.

In such event, in addition to constructing the substation at Savannakhet, NTPC is obliged to pay for any modifications of the minor equipment at the Roi Et 2 substation, any outages during such modifications and any consequential modifications at the Nam Theun 2 Substation.

### ***Milestones Dates***

Both NTPC and EGAT are required to meet specified Milestone Dates for the achievement of Commercial Operation Date. The milestone obligations of both NTPC and EGAT are defined in the EGAT PPA in order to allow for a step-by-step phasing of responsibilities where responsibilities can be readily allocated between EGAT and NTPC.

The Milestone Dates may be extended for:

- a Force Majeure affecting that party;
- an earlier Force Majeure affecting a party that impacts upon the ability of the other party to meet its later milestone; and/or
- the act or omission of the other party.

Both EGAT and NTPC are required to meet the Connection Date 46 ½ months after the Financial Close.

Both EGAT and NTPC are required to meet the Energisation Date 48 months after the Financial Close.

NTPC is required to meet the Commercial Operation Date 54 months after the Financial Close.

### **Commissioning of Units**

The commissioning shall be performed by both EGAT and NTPC in respect of their relevant identified subsystems. Commissioning of the subsystems is conducted in three phases, namely

- individually (other than in respect of the Common Interconnection Facilities) prior to the Connection Date;
- jointly prior to the Energisation Date; and
- for NTPC only, post-energisation prior to the Commercial Operation Date.

EGAT and NTPC shall agree the commissioning procedures for each Unit in accordance with Prudent Utility Practice and shall co-ordinate their activities.

### **Operating Period**

The operating phase is divided into two phases – the A Period and the B Period.

The A Period lasts for 13 years, plus any extension due to Force Majeure. The B Period will commence immediately after the A Period and will last for a period from the end of the A Period until the end of the EGAT PPA. The B Period is scheduled to last for 12 years.

During the operating phase, NTPC is required to operate and maintain the Project in accordance with the required laws and standards and to make available and, if dispatched, deliver, generating capacity and electrical energy to EGAT.

During the operating phase, EGAT is required to purchase on a take or pay basis 95% of the generating capacity and electrical energy declared and made available by NTPC.

### **Operation and Maintenance**

NTPC has to comply with EGAT's Grid Code, subject to certain exemptions that do not apply to NTPC. EGAT will consult with NTPC in the event of any change in the Grid Code and will, subject to certain limitations, compensate NTPC for any such change.

NTPC is obliged to operate and maintain the Project whilst EGAT is obliged to operate and maintain the capability of the EGAT System to dispatch the Facility and to accept electrical energy delivered. The parties have agreed to coordinate all such matters.

Each party is obliged to bear the cost of repair and maintenance of its own system and to bear the cost of repair to the other's system to the extent that its default or negligence causes any damage to the other's system.

If at any time the Interconnection or Common Interconnection Facilities are damaged by:

- the act or omission of one party then that party shall be responsible for repairing any damage and shall not be relieved of its payment obligations under the EGAT PPA;
- Thai Political Force Majeure or an EGAT Force Majeure, EGAT shall be responsible for repairing any damage and for paying Force Majeure Offset Amount (FMOA) to NTPC; or

- Lao Political Force Majeure or Generator Force Majeure, NTPC shall be responsible for repairing any damage and for paying FMOA to EGAT. Title to, and risk of loss of, the electrical energy passes at the EGAT Delivery Point.

### ***Categories of Electrical Energy Components***

The EGAT PPA divides electrical energy into three categories of Energy Components:

- Primary Energy (“PE”) that is declared available between 6 a.m. to 10 p.m. on any weekday (Monday to Saturday inclusive);
- Secondary Energy 1 (“SE1”) that is declared available at any other time; and
- Excess Energy (“SE2”), composed of the Monthly Base SE2 (up to 5% of the Final Total Availability) and the Monthly Dispatch Excess.

Secondary Energy 2 (“SE2”) that is declared available at any time and elected by EGAT to constitute SE2. The amount of SE2 that EGAT may elect to purchase is limited to 5% of the total energy declared available during a given month.

In addition, energy may be delivered by any Unit under testing either during commissioning or during the term of the EGAT PPA (“Test Energy”).

The main difference between the different energy components is the tariff applicable to each of them:

- for PE, the tariff applicable is 50% in USD and 50% in Thai Baht (assuming an exchange rate of USD 1 : 38 THB). The amount payable for PE will be paid in USD and Thai Baht respectively;
- for SE1, the tariff applicable is 50% in USD and 50% in Thai Baht (assuming an exchange rate of USD 1 : 38 THB). The USD portion of the amounts will be converted to Thai Baht at the prevailing exchange rate and all amounts for SE1 will be paid in Thai Baht; and
- for SE2, the tariff applicable is set out in Thai Baht. Amounts payable for SE2 will be paid in Thai Baht.

Test Energy is payable at the SE2 tariff.

### ***Exclusivity of Supply of Electricity***

NTPC is not permitted to deliver or sell energy from the Project to any third party, other than to EGAT (or its successor in the event of reorganisation of EGAT), EDL and (subject to the conditions set out in the EGAT PPA) the Power Pool or any similar wholesale electricity market transaction structure.

### ***Declaration***

It is NTPC's obligation to make annual, monthly, weekly and daily declarations. NTPC is also obliged to make accurate declarations;

- the annual declaration serves to determine NTPC's planned unavailability for the year;
- the monthly declaration serves to declare the availability of electrical energy in each month;
- the weekly declaration is for operational purposes only; and
- the daily declaration serves to declare the availability of generating capacity for the next day.

As the production of electrical energy depends on both the machines and water being available, NTPC has to take into account the following limitations in making its declarations:

- machine limitation;
- water supply limitation; and
- water release limitation. - limitation due to the maximum amount of water that may be released by NTPC including not to aggravate flooding in the Xe Bang Fai River.

If a declaration violates any limitation, NTPC has to indemnify EGAT for any third party physical loss or damage suffered in Lao PDR.

The time at which NTPC notifies EGAT of its unavailability and resumption of availability impacts on EGAT's ability to plan its power distribution in Thailand. A main principle of the declaration process is that the lesser the notice given by NTPC, the more it is penalised.

### ***Electricity Purchase Obligations***

As the Annual Supply Target represents the long-term average annual supply by NTPC, both EGAT's annual payment obligation and NTPC's annual supply benchmark are determined by reference to the Annual Supply Target.

EGAT's take-or-pay commitment applies only to committed energy components:

- during the Unit Operation Period (if any), only PE is the committed energy component; and
- from COD, both PE and SE1 are committed energy components.

The purchase obligation commences on the ACD and continues up to the end of the A Period or, with any necessary modification, the end of the B Period if EGAT elects to continue with the EGAT PPA in the B Period.

EGAT's monthly purchase obligation consists of:

- a *take-or-pay* obligation for the committed energy components, i.e. the final PE availability and the final SE1 availability; and
- a *take-and-pay* obligation for the monthly excess energy dispatched by EGAT.

The monthly commitment to purchase shall not exceed 95% of the monthly availability.

The energy comprised in the remaining 5% of the Final Total Availability constitutes the Monthly Base Secondary Energy 2 ("SE2"). EGAT has no obligation to dispatch the Monthly Base SE2.

Various mechanisms to adjust the monthly energy payments for reconciliation purposes are included within the PPA.

### ***Dispatch***

Other than EGAT's obligation to dispatch NTPC as required for commissioning and testing, EGAT has the flexibility to decide when to dispatch and which generating unit to dispatch, provided, however, it complies with the priority order notified by NTPC. EGAT has no obligation to dispatch, but has undertaken to maintain the capability of the EGAT System to dispatch NTPC and to accept electrical energy delivered. EGAT's dispatch is subject to a few limitations, as follows:

- the capacity of the generating unit as declared by NTPC;
- the daily maximum amount of electrical energy that is available, after taking into account all operational (including machine, water supply and water release) limitations, which is calculated after the relevant day to take into account any limitations that had occurred during that day;

and

- the operational constraints of the Generator System, including all environmental constraints under the Concession Agreement.

If EGAT dispatches less than the PE and SE1 comprised in the monthly availability, dispatch shortfall occurs. EGAT shall be entitled to make-up such dispatch shortfall in subsequent months by dispatching more than the final monthly availability for subsequent months without incurring any additional payment obligation.

NTPC shall store in the reservoir the water corresponding to any dispatch shortfall and shall not include such water in its further monthly declarations.

### ***Clearing Dispatch Shortfall at the End of the B Period***

In the event that the Generator System has not been integrated into the Power Pool or other transactional framework during the B Period, EGAT shall have no take-or-pay obligation during a 3 month period starting 5 full months before the scheduled termination date. This arrangement

has been made in order to enhance EGAT's possibility to make-up any energy shortfall and shall apply irrespective of the amount of dispatch shortfall energy accumulated. All the electrical energy dispatched by EGAT will be considered first as make-up energy.

### ***Restrictions***

NTPC is not permitted to include in any of its annual, monthly, weekly or daily declaration any water in the reservoir that had been included in its previous declarations but for which there had been no dispatch by EGAT.

NTPC is not permitted to use the water in the reservoir other than for (i) making declarations and make-up; (ii) generating electrical energy for EDL as required under the EDL PPA; (iii) generating electrical energy as required for auxiliary energy; (iv) riparian release; and (v) any other release into the Nam Theun River, the Nam Kathang River and/or the Xe Bang Fai River as required under the Concession Agreement to meet environmental and downstream channel release requirements.

### ***Statements***

Each of NTPC and EGAT shall prepare and submit to the other metering statements in respect of the meter readings of their respective meters. Such daily metering statements form the basis of the daily and monthly confirmation statements prepared by each of EGAT (in respect of imported energy and NTPC's unplanned outages) and NTPC (in respect of NTPC's declarations, electrical energy delivered and unavailability). NTPC shall also prepare any meter reconciliation statements after the performance of accuracy tests on the energy meters.

Any disputed amounts in the confirmation statements or meter reconciliation statements shall be excluded from the payment invoices.

### ***Billing and Payments***

Within 15 days after the end of each month, each party shall prepare and issue a payment invoice payable by the other party. Each payment invoice shall include details of the amounts payable in Thai Baht and US Dollars.

Subject to certain conditions (including the other party's right to dispute and EGAT's right to set-off up to 20% of the monthly energy payments due from it), all undisputed payments shall be paid in full within 30 days following the delivery of the payment invoice and shall be paid in the amounts and currencies set out therein. Any amounts disputed by either party may be withheld by that party until such time as the dispute is resolved.

Any amounts unpaid after the due date for payment shall bear interest (i) from the due date to the date of resolution of dispute, at a rate of US Dollar LIBOR (for US Dollar amounts) and Thai Baht Minimum Overdraft Rate (for Thai Baht amounts) and (ii) from the date of resolution of dispute to date of payment, at a default rate.

**Taxes**

NTPC shall pay all Taxes that may fall due and payable in (i) Lao PDR in connection with the execution of the EGAT PPA (ii) Lao PDR and Thailand (subject to NTPC's right to claim compensation from EGAT for a Thai Change in Law) in connection with the performance of NTPC's obligations under the EGAT PPA, and (iii) Lao PDR and Thailand in respect of income derived by NTPC in Thailand.

EGAT shall pay all Taxes that may fall due and payable in (i) Thailand in connection with the execution of the EGAT PPA (ii) Lao PDR and Thailand (subject to EGAT's right to claim compensation from NTPC for a Lao Change in Law) in connection with the performance of EGAT's obligations under the EGAT PPA, and (iii) subject to NTPC's indemnity referred to below, Lao PDR and Thailand in respect of income derived by EGAT in Lao PDR due to EGAT's exercise of its step-in rights as the O&M operator.

**Power Pool**

EGAT has the sole discretion to decide whether to integrate NTPC into a Thai Power Pool ("Power Pool") provided that (i) the Power Pool is established prior to the commencement of the B Period; (ii) the Thai laws and the Power Pool rules do not prevent NTPC (as a Lao PDR registered company) from selling electrical energy to the Power Pool on a non-discriminatory basis and (iii) NTPC receives sale proceeds directly from the Power Pool.

If NTPC is prohibited from selling electrical energy under the EGAT PPA by any Thai laws or regulations, this constitutes a Thai Change-in Law. If any form of transactional framework other than the Power Pool is established prior to the commencement of the B Period, EGAT may require NTPC to sell electrical energy during the B Period through such other transactional framework, subject to agreement on the terms between EGAT and NTPC and the consent of GOL.

EGAT may elect to integrate NTPC into the Power Pool before or during the A Period, provided that NTPC's financial position is completely unaffected by such integration. If EGAT has not exercised its option during the A Period, EGAT may elect to integrate NTPC into the Power Pool during the B Period upon giving at least 6 month's notice prior to the B Period.

**Securities**

NTPC shall provide the Initial Development Security, the Additional Development Security, the Supplemental Security, the Performance Security and the Additional Security to EGAT to secure, in whole or in part, NTPC's obligations under the EGAT PPA.

These are to be provided in the form of bank guarantees issued by or cash deposits held in Thai banks meeting certain criteria or, in the case of the Additional Security, as a mortgage over the physical assets of NTPC.

***Liquidated Damages and FMOA before Unit Commissioning***

To the extent that liquidated damages and/or FMOA are due and payable from either party, then the party liable to pay liquidated damages and/or FMOA shall make payment day for day for the period of delay

***Liquidated Damages post Unit Commissioning***

Liquidated damages are payable by NTPC during the operation period for its failure to maintain:

- registered capacity established pursuant to commissioning or, as the case may be, testing;
- the following operating characteristics established pursuant to commissioning or, as the case may be, testing:
  - unit minimum capacity;
  - unit reactive power;
  - unit loading rate;
  - unit deloading rate; and
  - unit primary response;
- forced outage;
- short notice outage; and
- maintenance outage.

Liquidated damages are payable by NTPC for failing to maintain (a) the annual minimum PE guarantee and (b) the monthly minimum PE guarantee. These guarantees are calculated by reference to water availability, and NTPC is entitled to an exemption from the annual minimum PE guarantee once in the A Period and once in the B Period by declaring that year a drought year.

Liquidated damages are payable by NTPC in respect of exceptional outages (major repairs for an extended period).

The rates applicable to the above liquidated damages are determined by reference to the tariff for PE and SE1. The currency of payment of liquidated damages depends on the currency in which the reference tariff is payable. NTPC is entitled to elect to cure the events which trigger the liability to pay liquidated damages and to pay a lower rate of liquidated damages during the period of cure.

***Events of Default and Termination***

NTPC may terminate the EGAT PPA if EGAT, *inter alia* (and, where relevant, subject to cure periods),

- fails to make payment of an undisputed amount when due;
- is declared bankrupt, enters into voluntary insolvency, dissolves or liquidates;
- is reorganised, restructured, corporatised, reincorporated or abolished and the successor company does not comply with certain parameters set out in the EGAT PPA.
- assigns its rights and obligations (except as otherwise permitted);
- fails to achieve the ED, or is demonstrated that it will not be able to achieve the ED by or within a pre-determined period of the SED; or
- breaches any other obligation under the EGAT PPA and such breach has a material adverse effect which is not remedied with a long cure period.

EGAT may terminate EGAT PPA if NTPC, *inter alia* (and, where relevant subject to cure periods),

- fails to make payment of an undisputed amount when due;
- is declared bankrupt, enters into voluntary insolvency, dissolves or liquidates;
- assigns its rights and obligations (except as otherwise permitted);
- fails to achieve the FCD within a pre-determined period of the SFCD (as may be extended);
- fails to post any required Cash Security within a pre-determined period of the required day for such posting;
- fails to achieve the First Payment Date;
- abandons the Project for 45 consecutive days or longer and fails to respond to EGAT within a pre-determined period of EGAT's written notice as to NTPC's intention to resume the Project;
- fails to achieve COD, or is demonstrated that it will not be able to achieve the COD, within a pre-determined period of the SCOD (as may be extended);
- inability or failure to restore the Project within a pre-determined period (in the event of damage caused by Political Force Majeure) or within a longer pre-determined period (in the event of damage caused by any other cause) to specified criteria;
- sells electricity to any third party other than as permitted in the EGAT PPA;
- fails to meet certain contracted operational requirements;
- fails to satisfy its obligations (if any) regarding the construction of the Savannakhet Substation; or
- breaches any other obligation under the EGAT PPA and such breach has a material adverse effect which is not remedied within a pre-determined period.

### ***Termination and Compensation***

Upon termination by either party for default or for prolonged Force Majeure, a compensation will be payable and such amount will vary depending upon the type of event and the timing of the occurrence of the termination.

In the event of any termination for NTPC default or Lao Political Force Majeure, EGAT shall, subject to the consent of the GOL, have the option to buy-out the Project and assume ownership responsibilities thereof.

In the event of any termination for the EGAT default or Thai Political Force Majeure, EGAT has the obligation to buy-out the Project and assume ownership responsibilities thereof.

In all circumstances where EGAT has the obligation to buy-out the Project, EGAT is required to repay the scheduled outstanding debt provided that where EGAT has either elected to buy-out the Project or is obliged to buy out the Project, and

- such buy-out is frustrated by the Thai Government, Thai Political Force Majeure or EGAT, then EGAT will make the termination payment irrespective of whether it can acquire the assets; or
- such buy-out is frustrated by NTPC, then EGAT is not required to make the termination payment; or
- such buy-out is frustrated by GOL, then EGAT is not required to make the termination payment.<sup>1</sup>

The GOL Undertaking (see below) explicitly recognises EGAT's acquisition rights under the EGAT PPA.

### ***EGAT Step-In Rights***

On or after COD and following specified Company Events of Default, EGAT shall have the option but not the obligation to step-in to cure operation and maintenance Events of Default, provided that any such step-in is with the consent of, and under agreed terms and conditions with, the Lenders.

During any such step-in period, EGAT shall operate and maintain the Project in accordance with all applicable laws, the Concession Agreement and Prudent Utility Practice and shall ensure that if the Project's operation and maintenance is returned to NTPC (or an NTPC sub-contractor) that the Project will be in a condition no worse than when EGAT took over the responsibility for the operation and maintenance.

### ***Force Majeure***

Force Majeure is defined as being in three categories – Thai Political Force Majeure, Lao Political Force Majeure and Force Majeure (both EGAT Force Majeure and Generator Force Majeure).

Political Force Majeure (in respect of both Thai and Lao Political Force Majeure) is broadly defined as being war, invasion and armed conflict initiated by the relevant country, Change in Law, or any governmental act or omission leading to a material adverse effect on the ability of a party to meet its obligations under the EGAT PPA.

In the event that a Force Majeure is claimed during the A Period or the B Period, the A Period or the B Period (as the case may be) shall be extended day-for-day for such Force Majeure.

In the event that

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<sup>1</sup> Any frustration by the GOL of EGAT's right to acquire the assets or of NTPC's ability to transfer the assets will be treated as a GOL Termination Event under the CA, requiring GOL to make payment in full of debt and equity.

- Thai Political Force Majeure or Lao Political Force Majeure continues for a period of more than 15 months; or
- any other Force Majeure continues for a period of more than 24 months;

then either party may elect to terminate the EGAT PPA.

### ***Change of Law***

In the event that a Thai Change in Law results in increased costs or decreased revenue of NTPC or a Lao Change in Law results in increased costs or decreased revenue of EGAT then, EGAT (in the case of a Thai Change in Law) and NTPC (in the case of a Lao Change in Law) shall compensate the other party for all such increased costs or decreased revenue in excess of the threshold.

The threshold shall not apply with respect to any imposition of new Taxes or any change in the basis of Taxes.

### ***Change of Grid Code***

In the event that a Change in Grid Code requires a modification to the physical plant, equipment and facilities of the Generator System in order for the operation of the Generator System to conform technically to such Change of Grid Code then EGAT shall compensate NTPC for all such direct costs in excess of the threshold incurred by NTPC in complying with such requirements.

### ***Dispute Resolution***

Billing and payment disputes are referred to a standing committee comprising two representatives of each party, whilst other disputes are first to be resolved through good faith negotiations. Should such mediation or negotiations not resolve the impasse, the dispute will be referred to a panel of experts comprising three experts (the "Experts"), unless referral to the Experts is not specifically required, or not agreed by the parties (including the absence of agreement on the candidates proposed by the International Centre for Expertise of the International Chamber of Commerce) or the Experts fail to determine the dispute within 2 (two) months (for billing and payment disputes) or 6 (six) months (for other disputes) then the dispute shall be referred to arbitration.

The Experts' determination is final and binding except where there is fraud, manifest error, negligence or wilful misconduct.

Any arbitration is to be undertaken under the UNCITRAL Rules in Singapore and the arbitration award shall be final and binding except where there is fraud, manifest error, negligence, wilful misconduct or bad faith.

**Assignment**

EGAT agrees that NTPC may assign, novate or transfer any of its rights and obligations by way of security to the Lenders. The EGAT PPA includes a form of an Acknowledgement and Consent Agreement to be finalised between EGAT and the Lenders which provides for EGAT's consent for the Lenders to take over NTPC and deal directly with EGAT in order to address and remedy any Company Events of Defaults under the EGAT PPA.

NTPC agrees that EGAT may assign, novate or transfer in connection with the establishment of the Power Pool or the reorganisation, restructuring, corporatisation, privatisation of EGAT under certain criteria.

The parties agree that NTPC may assign, novate or transfer the EGAT PPA to the GOL pursuant to the exercise of the GOL's buy-out rights under the Concession Agreement.

**Equity Transfer Restrictions**

Up to and including the first anniversary of COD, no Shareholder is permitted to reduce its shareholding below a certain threshold of that outstanding on the Execution Date.

Between the first anniversary and fifth anniversary of COD, no Shareholder is permitted to reduce its shareholding to below a less restrictive threshold of that outstanding on the Execution Date.

Notwithstanding the above, (i) one of the Thai shareholders of NTPC may transfer its shareholding in part or in whole after COD to the other Shareholders without EGAT's consent and (ii) any Shareholder may transfer its shareholding to an affiliate without EGAT's consent.

The above equity transfer restrictions do not apply in the event of enforcement by the Lenders.

Thai nationals shall at all times hold a minimum of 20% of NTPC's issued share capital, other than with EGAT's prior consent.

**Insurance**

NTPC shall obtain and maintain insurance as may be required under the Financing Documents and the Concession Agreement to the extent that the insurance is available on commercially reasonable terms.

Subject to the requirements of Financing Documents and the Concession Agreement, NTPC shall apply any and all insurance proceeds received in connection with any damage to NTPC System toward the repair, reconstruction or replacement of the damaged portion of the Project.

**Waiver of Sovereign Immunity**

Each party agrees not to claim sovereign immunity.

***Governing Law***

English.