

6 MW PHOTOVOLTAIC PLANT

Zbora
Ukraine
2019



Infinity Green Energy

CONTACT PERSON: VITALII OROBETS +38 066 337 8060

Project of building of solar photovoltaic power station with capacity – 6 MW.

This project involves the construction and operation of a **solar power plant** (SPP) on photovoltaic panels in the Ivano-Frankivsk oblast with a total capacity of **6 MW**. The given time of the site is documented for construction: the land plot lease agreement for 49 years (land with the corresponding purpose of destination: for placement, construction, operation and maintenance of buildings and structures of power generating enterprises, institutions and organizations), conditions for joining the general network, urban planning conditions and limitation.

Feasibility study for solar power station is given in the table below:

Name of indicator	Value
Electric capacity , kWh	6 000
Annual electricity production, thousand kW per hour	6 600
Electricity consumption for own needs (including costs for transportation and transformation), thousand kW per hour	146
Annual electricity supply, thousand kW per hour	6 454
Число годин використання пікової потужності, год./рік (SolarGis)	1 100
The cost of construction, thousand Euro/MWh	560

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It is clear that the capacity of this power station depends on the amount of solar energy that falls on the battery, and this number depends on the season and time of day. If we consider given number of sunny hours by programs Meteororm 7 - to Ivano-Frankivsk region in the area and capacity of power station, we would get the data about electricity production for calendar year:

Month	Efficient production output modules, MW per hour	The volume of supply to the grid, MW per hour
January	152,40	147,82
February	305,69	296,52
March	489,77	477,52
April	773,60	758,13
May	901,45	881,86
June	916,85	898,51
July	883,38	865,70
August	828,49	811,91
September	557,83	543,88
October	414,80	408,11
November	221,79	215,14
December	153,96	149,34
Year	6 600,00	6 454,45

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CashFlow

	Articles	2020	2021	2022	2023	2024
	Proceeds					
1	Availability of funds at the beginning of the year	-	939,65	1 879,31	2 818,96	3 758,61
2	Revenues from sales:	1 163,74	1 163,74	1 163,74	1 163,74	1 163,74
	Total revenues	1 163,74	2 103,39	3 043,04	3 982,70	4 922,35
	Charges (including VAT)					
3	Salary	16,50	16,50	16,50	16,50	16,50
4	Interest on salary	6,06	6,06	6,06	6,06	6,06
5	Relatively fixed costs	9,08	9,08	9,08	9,08	9,08
6	Payment of VAT	192,44	192,44	192,44	192,44	192,44
7	Total expenditure EURO	224,09	224,09	224,09	224,09	224,09
8	Availability of funds at the end of the year	939,65	1 879,31	2 818,96	3 758,61	4 698,26

Net profit: 939,650 Euro per year

- Construction cost: $560,000 * 6 = \text{EUR } 3,360,000$ ■ The cost of connection to the grid: EUR 416,000
- Together: **EUR 3,776,000**
- Profitability: **24,88%** ■ Payback project: **4 years 1 month**

Rate: 2.79 UAH. * 0,5846 / 10,855460 = € 0,1503 / kWh without VAT:

- 2,79 UAH. - Green tariff factor (2017 year).
- 0.5846 UAH. / KW · h - the value of retail tariff for consumers of voltage for January 2009 is.
- 10.855460 - euro exchange rate (NBU) as of 01.01.2009.

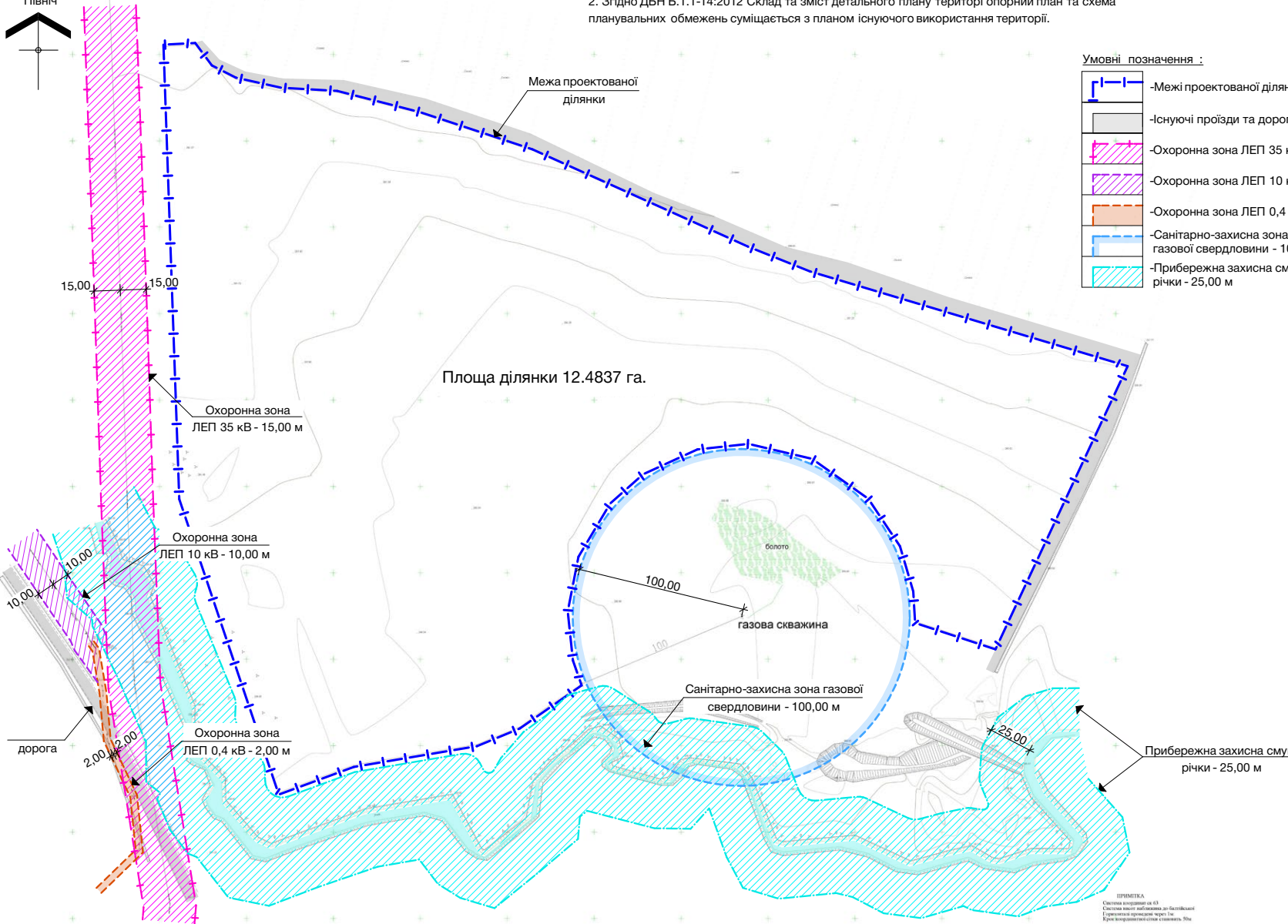
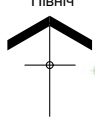
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План існуючого використання території суміщений з опорним планом та схемою планувальних обмежень М1:2 000

Північ



1. Креслення опорного плану розроблено на топографічній зйомці виготовленій фізичною особою-підприємцем Ватралюк Н.С. в масштабі М1:2 000 в 2017 р.
2. Згідно ДБН Б.1.1-14:2012 Склад та зміст детального плану території опорний план та схема планувальних обмежень суміщається з планом існуючого використання території.

- Умовні позначення :
- Межі проектованої ділянки
 - Існуючі проїзди та дороги
 - Охоронна зона ЛЕП 35 кВ - 15,00м
 - Охоронна зона ЛЕП 10 кВ - 10,00м
 - Охоронна зона ЛЕП 0,4 кВ - 2,00м
 - Санітарно-захисна зона газової свердловини - 100,00 м
 - Прибережна захисна смуга річки - 25,00 м

338 - 12 - 2017 - ПП		Детальний план території (земельної ділянки) для будівництва експлуатаційного опору електростанції на відновлюваному (альтернативному) джерелі енергії «Ласки» в с. Збора Калуського району Івано-Франківської області	
2017		Дата	
		Зм.	Кільк. Арк. № докум Підпис
		ГАП	Василинчук М.
		Архітектор	Рящук І.
		Н.Контр.	Василинчук М.
			ФО-П Василюк М.М. Кваліфікаційний сертифікат, серія АА № 002578

ПРИМІТКА
Система координат: uk-03
Система висот: надбавлена до багатовисотна
Горизонтальні проєкції: Меркатор
Крім координатного стану створюється 50%

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Cadastral map Zbora Verkhnianska OTG 1

IVANO-FRANKIVSK REGION
KALUSH DISTRICT
ZBORA TOWN

2625855600:01:001:0658

Land

Cadastral number: 2622883201:01:003:0174

Type of ownership not defined

Purpose: 14.01 For placement, construction, operation and maintenance of buildings and structures of objects energy generating enterprises, institutions and organizations

Area: 15.1757 ha

Scale = 1:8531

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Connection point Zbora Verkhnianska OTG 1

length: 1.767 km.

2625855600:01:001:0658

IVANO-FRANKIVSK REGION
KALUSH DISTRICT
ZBORA TOWN

Scale = 1:8531

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Agreement No. 403/25-108/2018 of Irregular Connection to the Electric Networks

Ivano-Frankivsk

May 24, 2018

'Prykarpattiajoblenerho' ('Прикарпаттяобленерго') joint-stock company, represented by Technical Director of the company, Oleh Senyk (patronymic - Stepanovych), who acts based on Proxy No. 14 of May 10, 2017 as the first Party (further – Service Provider), and 'Infinity Green Energy' ('Інфініті Грін Енерджи') private limited company (further - Client), represented by the Director, Vitalii Orobets (patronymic - Petrovych), who acts based on the Statute as the second Party (further - Parties), are concluding this Agreement of Client's Irregular Connection to the Electric Networks (further - Agreement).

While implementing the Agreement conditions, the Parties are obliged to act according to: the current law, in particular, to the Law of Ukraine 'On Electric Power Market'; the Rules of connecting electric systems to electric networks, ratified by the regulation by the National Board who is responsible for control in power industry, of January 17, 2013 No. 32, which are registered in Ministry of Justice on February 8, 2013 with the reference number 32 (further - Rules); the changes to the Rules of connecting electric systems to electric networks, approved by the Regulation by National Regulatory Board for Energy and Utilities No. of March 30, 2017; the changes to Payment Calculations Methods for connecting electric systems to electric networks, approved by the Regulation by National Regulatory Board for Energy and Utilities 1946 of November 7, 2016. The solution of the issues that are not conditioned by this document are to be regulated by the Law of Ukraine 'On Electric Power', as well as other legal and regulatory acts for connecting electric systems to electricity networks and the Law of Ukraine 'On Personal Data Protection'.

1. Basic Regulations

1.1 By this Agreement, the photovoltaic power station, located in Zbora village, Lasky border land, is connected to the Service Provider's or other owner's electric networks.

- 1.2** The location of the power delivery to the Client's facility is the following: distribution point-35/10kW, 'Zavadka' ('Завадка') substation.
- 1.3** The location of the connection point (the point of the network division between the Provider and the Client) is the following:
bearings 10 kW of the project transmission line-10 kW.
- 1.4** Client's facility connection type: irregular connection.
- 1.5** The agreed power at the connection point: 6000 kW.
- 1.6** Voltage rate at the connection point is determined by the voltage at the point of the network division between the Provider and the Client and constitutes 10 kW, Client of the category 2.

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2. Subject matter of the agreement

- 2.1** Service provider is responsible for connecting electric systems of Client's facilities (construction, reconstruction, technical re-equipping and commissioning electric networks for external supply of Client's from the point of the power supply to the point of connection) to the electric networks of the distribution system according to the external electricity supply plan and documents on project, which are worked out in compliance with the Technical Specifications No. 403/25 – 108/2018 of May 24, 2018 (Appendix No. 1 to the Agreement). Service Provider's duties also include connecting Client's electric systems to electric networks under the conditions of the Agreement.
- 2.2** The Client pays the costs of connecting to electric networks to the Service.

3. Rights and responsibilities of the Parties

3.1 Service Provider is obliged to:

- 3.1.1 Provide the service of connecting Client's facilities (construction and commissioning of electric networks of external supply to the Client's facilities from the point of power supply to the connection point) in the agreed manner and within the agreed time limits and after the Client performs the duties defined in the paragraph 3.2 of the Agreement.
- 3.1.2 Connect Client's electric system to electric networks within 5 days after Client's facilities commissioning begins, on terms, defined by the law on urban planning, after the following measures are taken:
- the Client pays connection costs;
 - electric networks for external electricity supply to Client's facilities are commissioned and Service Provider is informed on this in written form within 2 days;
 - the documents that conform Client's electric station readiness to commissioning are provided.
- 3.1.3 Time limits of providing the connection service are defined in relation to the time limits for construction/reconstruction works defined by documents on the project and costs and are described in the additional agreement which is attached to this document.

3.2 The Client is obliged to:

- 3.2.1 Elaborate the documents on the project based in Technical Specifications 403/25-108/2018 of May 24, 2018, which are attached to the Agreement, within 60 days from the date when the Agreement is concluded. The mutual consent with Lease-Giver on the documents is also required.
If Service Provider has any remarks and recommendations for the documents on project, they are to be provided as an individual paragraph in the technical agreement.
The documents on project are to be adapted within 30 days from the date when the remarks are made.
If extension of the time limits for the documents' adaptation is necessary, the Client has to apply for it at least 2 days before adaptation deadline.
- 3.2.2 To agree with the land owners (land users) and other involved organizations upon the routes of the networks at the stage of draft.



- 3.2.3 To pay the costs of Client's electric system connection services at the connection point provided by the Supplier according to the Agreement conditions.
- 3.2.4 To give the 4 samples of project documents for external electric supply to Service Provider, so that they can start to implement Agreement duties.
- 3.2.5 The date for Client's facilities commissioning and the setup of electric system of external supply from the connection point is _____.
- 3.2.6 To commission the electric system for external supply from the connection point, and to inform Service Provider on that within 2 days.
- 3.2.7 If it is necessary to move the current Service Provider's current networks, the Client has to turn to them with the request for the additional agreement, according to part 4 of Article 18 of the Law of Ukraine 'On Electric Power'.

3.3 Service Provider has the right to:

- 3.3.1 Make the decision on whether the services are to be provided independently or with involving contractors.
- 3.3.2 If the Client violates payment duties defined by the Agreement, Provider has the right to cease providing the agreed services until the Client complies with the Agreement's obligations and/or initiate reconsidering of the Agreement's basic conditions.

3.4 The Client has the right to control (including the means of controlling written queries) whether Service Provider fulfills the duties in the construction of electric networks for external supply to the Client's facilities from the point of power supply to the connection point.

3.5 After the operation of electric networks for external supply begins, Service Provider gains the right of ownership to the constructed electric networks for external supply.

3.6 The connection of Client's electric system to the electric networks of the organization that transfers electric power is held based on the application within 5 days if the connection does not require ceasing electric supply to other users or 10 days, if connection works require ceasing electric supply to other users. The connection is to be implemented after the Client's facility is commissioned and on terms defined by urban planning laws.

4. Payments for connection services and payment terms

- 4.1** Payment rate for irregular connection is finally set after the organization for electric transfer approves project documents. Payment rate is recorded in the agreement which serves as an appendix to the Agreement No. 403/25-108 of _____(date), including costs for external electric supply project documents that are to be given to Service Provider based on lease bill as connection payment.
- 4.2** The Client pays connection costs to Service Provider's current account by the date defined by the additional agreement. If the Client does not pay connection costs within the agreed time limits, Service Provider reckons connection service costs in accordance with the cost of project and monetary estimation documents at that moment. The monetary value of the works is subject to specifications and corrections related to the changes in the cost of materials, service tariffs and other components of monetary value structure.

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5. Responsibility of the Parties

5.1 If the Parties violate their obligations defined by the Agreement, they are to bear the responsibility due to the Agreement terms and current law. The violation of duties includes failure to fulfill or improper fulfillment of the duties, which is performing the duties with the breach of conditions specified by the obligation description.

5.2 Service Provider bears responsibility for the contents and reason of the issued Technical Specifications as well as for the accuracy in the calculation of costs for connection according to the Agreement.

5.3 The Party that does not meet the deadlines pays the fine, which constitutes 0.1 of the connection services costs, to the other Party. The fine cannot override the double discount rate of the National Bank of Ukraine for each day of the delay.

If Service Provider violates the time limits on doing connection works, the penalty is the following:

- if the delay in connection service providing constitutes from 30 to 60 calendar days, connection service costs, defined by paragraph 4.1 of the Agreement, are to be reduced by 10% (apart from the cases determined by the Code);
- if the delay in connection service providing constitutes from 60 to 120 calendar days, connection service costs, defined by paragraph 4.1 of the Agreement, are to be reduced by 20% (apart from the cases determined by the Code);
- if the delay in connection service providing constitutes more, than 120 calendar days, the costs received as prepayment, which is 80 percent of the amount defined by paragraph 4.1 of the Agreement, are to be returned to the Client (apart from the cases determined by the Code).

5.4 The Parties do not bear the responsibility for not performing the duties determined by the Agreement if such behavior is conditioned by force majeure. Force majeure is to be proved by relevant documents.

6. Terms of dispute settlement

6.1 All disputes related to implementing the conditions of the Agreement are to be settled by means of negotiations between the Parties.

6.2 If the Parties do not manage to settle the dispute, the issue is to be resolved by the court according to the Law of Ukraine.

7. Agreement validity and expiration dates

7.1 The Agreement becomes valid from the moment when it is signed and is valid until the Parties perform all the expected duties, but no longer, than for four years.

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- 7.2** The agreement may be altered or cancelled sooner by one of the Parties' initiative but on terms defined by the Law of Ukraine.
- 7.3** The Agreement might be extended by one of the Party's reasoned request which, in the manner which complies with the current law.
- 7.4** The Agreement may be cancelled if the project and cost monetary estimation documents are not provided or if the remarks concerning services provided are not taken into consideration while elaborating project and monetary estimation documents. The Agreement may also be annulled if the Client does not request for the extension of time for working such documents out and if construction works are not completed within the time limits determined in the statement.

8. Other conditions of the Agreement

- 8.1** After the Client receives the draft of the Agreement, they are to return the signed sample within 20 days. If the Client disagrees with some of the statements of the Agreement, they are to provide protocol of discrepancies or inform Service Provider on refusal to sign the contract within the same time limit.
- 8.2** If the terms mentioned in paragraph 8.1 of the Agreement are violated, the Agreement is not concluded.
- 8.3** The date when electricity is supplied to the agreed connection point, approved by the Parties by means of the signed 'Completed Works Accepting and Delivering Act' is considered to be the date when performing Service Provider's duties on connecting Client's facilities (the construction electric networks for external supply to Client's facilities from the point of electricity supply to the connection point) is completed.
- 8.4** The list of the essential appendices to the Agreement:
 - 1. Technical Specifications No. 403/25-108/2018 of May 24, 2018.
- 8.5** The Agreement is represented by two samples which have the equal judicial power both for the Client and Service Provider.

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Service provider:

‘Prykarpattiaoblenerho’ (‘Прикарпаттяобленерго’)
joint-stock company

Ivano-Frankivsk, Industrialna str, 34

Unique State Register of Legal Entities, Individual Entrepreneurs
and Public Associations code: 001311564;

bank account No. 26007012177244

sort code: 30002;

‘Ukrsotsbank’ (‘Укрсоцбанк’) private joint-stock company,
subsidiary No. 340 of Ivano-Frankivsk

Technical Director of ‘Prykarpattiaoblenerho’ (‘Прикарпаттяобленерго’)
joint-stock company

(‘Prykarpattiaoblenerho’s’ official stamp, illegible signature)

Oleh Senyk (patronymic - Stepanovych)

Client:

‘Infinity Green Energy’ (‘Інфініті Грін Енерджі’)
private limited company

Popelnyky village, Shevchenka str, 87

bank account No. _____

sort code: _____

Unique State Register of Legal Entities, Individual Entrepreneurs
and Public Associations code: 41267484;

phone No.: 066-337-80-60

Director

(‘Infinity Green Energy’s’ official stamp, illegible signature)

Vitalii Orobets (patronymic - Petrovych)

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TECHNICAL SPECIFICATIONS OF THE IRREGULAR CONNECTION NO. 403/25-108/2018

‘ПРЯКАРПАТТЯОБЛЕНЕРНО’ (‘ПРИКАРПАТТЯОБЛЕНЕРГО’) JOINT-STOCK COMPANY

Industrialna str. 34

76014, Ivano-Frankivsk

phone/fax: 2-39-38

Related to

No. 025/1227 of May 11, 2018

‘Infinity Green Energy’ (‘Інфініті Грін Енерджі’) private limited company

To the Head of the subsidiary ‘Прыкарпаттяобленерно’ (‘Прикарпаттяобленерго’) joint-stock company,

District branches of electric power net

to Mr. Tutka O.T.

CONTACT PERSON:

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**Appendix 1
To the Agreement on connection
to the electric networks of May 24, 2018
No. 403/25-108/2018**

Date of issue: May 24, 2018, No. 025/466

Facilities title: photovoltaic power station.

- 1.** The location of Client's facilities: Zbora village, border land Lasky. Functional purpose of the facilities: power production
- 2.** The rate of the estimated maximum load: 6000 kW.
- 3.** Electricity supply source: 'Zavadka 35/10 kW' ('Завадка 35/10 кВ') substation.
- 4.** Power supply point: distribution point-35 kW of 'Zavadka 35/10 kW' ('Завадка 35/10 кВ') substation.
- 5.** Connection point: 10kW bearings of the project 10 kW transmission line which are located within the land lot area.
- 6.** The estimated voltage for short circuit at the connection point at bus rod 10 (6) kW 'Zavadka 35/10 kW' ('Завадка 35/10 кВ') substation – 2216 A.
- 7.** The expected point of the network division between the Provider and the Client and maintenance duties are set at the point where electric system is connected.

1. The specifications for Client's electric systems

- 1.** In order to get the power for the Client's facilities from the point where the facilities are connected, the Client is obliged to:
 - 1.1 Comply with the following demands for electric networks of basic power supply:
 - 1.1.1** to construct the transmission line of 10 kW with the required junctions. The lines have to be stretched from the project bearings of 10 kW of the project line of 10kW which are located within the land lot area, to the switchgear point.
 - 1.1.2** design and construct a switchgear kiosk with power transformers with the necessary capacity. Type, number of power transformers, their location; number of switchgear kiosks and the scheme of the internal energy supply to the solar power station are to be defined by the project.
 - 1.2 Requirements for the backup power electric networks, including provision with the necessary electrical equipment for the individual backup power lines to keep the equipment supplied with power in case of the lack of power in joint power system.

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1.3 Requirements for setting the junction for electric power commercial registering:

1.3.1 To implement electric power commercial registering, the local equipment for collecting and processing data has to be set up, according to Technical regulation No. 638/18, issued by 'Prykarpattiaoblenerho' ('Прикарпаттяобленерго') joint-stock company's registering automation group. The location of the registering equipment and work project for electric supply to the enterprise are to be chosen by 'Prykarpattiaoblenerho' ('Прикарпаттяобленерго') joint-stock company's registering automation group.

- 1.4 Requirements for reactive power compensation: the solar power station has to provide the amount of $\cos \varphi$ in the range of $\cos \varphi = 0.9 \div 1$ at the the point of the network division between the Provider and the Client, with the opportunity of reactive power delivery and consumption depending on the voltage rate in the adjacent network. The project has to define whether the setting up of the additional compensation devices for reactive power are necessary.
- 1.5 Requirements for isolation and overvoltage protection: to be defined by the project.
- 1.6 If there is the need of connecting construction power collectors, the additional technical specifications are to be receiver from 'Prykarpattiaoblenerho' ('Прикарпаттяобленерго') joint-stock company.
- 1.7 Recommendations for applying typical projects for electrical systems power supply: to be defined by the project.
- 1.8 Recommendations for the regulation of the daily load schedule: the regulation of the daily load schedule for the solar power station will be performed due to the Agreement between 'Infinity Green Energy' ('Інфініті Грін Енерджи') private limited company and 'Enerhorynok' ('Енергоринок') state-owned enterprise. The project has to foresee the organization of the system for prognosing operational schedule at the solar power plant for 4 – 24 – 48 hours. The proper information is to be used to plan the daily load schedule a day in advance, according to the requirements by 'Enerhorynok' ('Енергоринок') state-owned enterprise.

2. Additional requirements and conditions:

- 2.1 The setup of measuring instruments to monitor electrical energy quality: producing system has to comply with the quality criteria for the electrical energy which will be generated and delivered to the main network, according to the requirements by GOST 13109-97 and DSTU (state standards of Ukraine) EN 50160:2014.
- 2.2 Requirements for automatic frequency unloading (AFU), automatic emergency control commands for the system: are to be defined by the project.
- 2.3 Requirements for relay and automation, voltage compensation for single-stage circuit in the networks with isolated bus rods of the neutral etc.: to be defined by the project and agreed upon with the Relay and Automation Service of 'Prykarpattiaoblenerho' ('Прикарпаттяобленерго') joint-stock company.
- 2.4 Requirements for remote monitoring and communication systems: the project has to define telemetric transmission and measurement of aggregate active and reactive power transfer online, from solar power plant to 'Prykarpattiaoblenerho' ('Прикарпаттяобленерго') joint-stock company's dispatching office. The information has to be transferred farther, by means of electronic data transfer to Information Operations Center of state-held enterprise 'Ukrenerho National Power Company' ('НЕК Укренерго') (of the Western electric power station) in the protocol IEC 60870-5-104. The amount of telemetric information is to be defined by the project, according to 'Major instructions for defining information amounts, and information collection and transferring in power systems planning'. The project is to be approved by 'Prykarpattiaoblenerho' ('Прикарпаттяобленерго') joint-stock company's system automation group for dispatching control.

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- 2.5 The specific requirements for Client's electric systems power supply which are related to backup power feeding and admissibility of simultaneous operation of electric network elements: to provide for equipping the power station with the devices that allow the following control functions:
- complete production limiting;
 - limiting the maximum speed rate, at which active efficiency of solar power station can be changed in case of sun radiation intensity alteration or the function of setting complete power limitation;
 - automatic descending control over active efficiency of the solar power plant, in case if the frequency rate is higher than the one which is accepted as normal;
 - reactive power control;
 - power coefficient control;
 - voltage control.

II. Requirements for Electric Systems of Electric Power Transfer Organizations

1. In order to gain the power at the connection point, documents on the project from the point of power supply to the connection point has to define:

- 1.1 The requirements for basic and backup power supply electric networks:

- 1.1.1 to construct transmission line of 10 kW with the required junction from the different sections of draft project bus rods of 10 kW for 'Zavadka 35/10 kW' ('Завадка 35/10 кВ') substation to the draft bearings of 10 kW for the draft overhead line of 10 kW which are to be located at the border of the land lot. Type, number, junctions and route for the transmission line of 10 kW are to be defined by the project.**
- 1.1.2 To set up the second power switchgear with the efficiency of 6.3 VA at 'Zavadka 35/10 kW' ('Завадка 35/10 кВ') substation. The type of the switchgear and substation reconstruction (due to the switchgear setup) are to be defined by the project.**
- 1.1.3 To set the second bus rod of 10 kW section at 'Zavadka 35/10 kW' ('Завадка 35/10 кВ') substation with the section switch of 10 kW. The type of the section switch is to be defined by the project.**
- 1.1.4 To set up linear cells of 10 kW in different bus rod sections of the distribution point of 10 kW at 'Zavadka 35/10 kW' ('Завадка 35/10 кВ') substation with the vacuum switches of 10 kW for connecting draft transmission lines of 10 kW. Linear cell and vacuum switch types are to be defined by the project.**
- 1.1.5 To implement the reconstruction of the switchgear of 35 kW at 'Zavadka 35/10 kW' ('Завадка 35/10 кВ') substation in accordance with the decision on scheme No. 35-5 'An operational, sectioned by the switch, bus rod system'. Reconstruction parameters are to be defined by the project.**

- 1.2 'Infinity Green Energy' ('Інфініті Грін Енерджі') private limited company is to sign the regulations on operational and technological terms with 'Prykarpattiaoblenerho' ('Прикарпаттяобленерго') joint-stock company for the time of their cooperation under the conditions of simultaneous work as the members of UES of Ukraine.

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- 1.3 The requirements for estimation accounting for electric power:
 - 1.4 The requirements for relay and automation, single-stage circuit voltage compensation in the networks with the isolated neutral bus rod etc.: to be defined by the project.
 - 1.5 The requirements for remote monitoring and communication: to implement the reconstruction of remote monitoring checkpoint with inserting additional boards into remote control, remote signaling and remote measurement tools. The brand, type, and number are to be defined by the project. To construct preliminary and network cables from the draft linear cell with the switch to the electrical enclosure of checkpoint for remote monitoring. Cable type, length and brand are to be defined by the project. The devices that are to be set up in the linear cell: SATEC RPM 175-U-5-50hz-ACDC or SATEC RPM 075-U-5-50hz-ACDC digital indicator with the module for transmission via RS 85 and Ethernet; fitted alarm and control block. Indicator connection scheme and alarm and control block configuring are to be defined by the project. To implement the reservation of the channel for data transfer via GPRS channel that supports data encoding IP SEC via VPN tunnel with setting the required number of routers or using optical fiber cable – to be defined by the project. The project is to be approved by 'Prykarpattiaoblenerho' ('Прикарпаттяобленерго') joint-stock company's system automation group for dispatching control.
 - 1.6 Isolation and overvoltage protection requirements: to be defined by the project.
 - 1.7 Monetary part of the project requirements: monetary estimation project documents are to be worked out in compliance with DSTU Б Д.1.1-1:2013 Regulations on Estimating Construction Costs.
 - 1.8 Requirements for the organization of monetary estimation project documents: to define the time limits for networks construction from the point of power supply to the connection point.
2. Before the construction works begin, the project is to be approved with 'Prykarpattiaoblenerho' ('Прикарпаттяобленерго') joint-stock company. The the draft stage, the transmission lines route planning is to be approved by all involved organizations as well as with 'Prykarpattiaoblenerho' ('Прикарпаттяобленерго') joint-stock company.
 3. If there are any current transmission lines within the land lot area, subject to new constructions, they should be moved out of the area according to the technical task, provided by Kalush District of Electric Networks.

Organization for electric power supply:

'Prykarpattiaoblenerho' ('Прикарпаттяобленерго')
joint-stock company

Technical Director of 'Prykarpattiaoblenerho' ('Прикарпаттяобленерго')
joint-stock company

('Prykarpattiaoblenerho's' official stamp, illegible signature)

Oleh Senyk (patronymic - Stepanovych)

Client:

'Infinity Green Energy' ('Інфініті Грін Енерджі')
private limited company

Director

('Infinity Green Energy's' official stamp, illegible signature)

Vitalii Orobets (patronymic - Petrovych)

Note: Technical Specifications reasonability may be appealed to State Power Industry Supervising Body.

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CONTRACT OF LAND LOT LEASE

Verkhnia village

April 12, 2018

Village Council of the Community of Verkhnia (further – Lease-Giver), represented by the Secretary of Village Council of the Community of Verkhnia, Mariia Duda (patronymic Ivanivna), who acts according to the Law of Ukraine ‘On Local Self-Government’ as one Party, and Lease-holder ‘Infinity Green Energy’ (‘Інфініті Грін Енерджі’) private limited company represented by its Director Vitalii Orobets (patronymic -Petrovych) who acts in compliance with the Statute, as the second Party, are concluding this Agreement on the following:

■ SUBJECT MATTER OF THE AGREEMENT

- 1.1** The Lease-Giver provides and the Lease-Holder accepts a land lot for use on a fixed-term basis, for planning, constructing, operating and maintenance of the buildings and constructions for energy production enterprises, establishments and organizations; for construction and operation of electric energy building complex (solar energy power plants with the alternative power source. Cadaster number is 262883201:01:003:0174.
The location of the land lot: ‘Lasky’ borderland, Zbora village belonging to Village Council of the Community of Verkhnia, Kalush district, Ivano-Frankivsk region.
- 1.2** The land lot is under municipal ownership by Village Council of the Community of Verkhnia, according to Paragraph 6 of Article 3 of Final and Transitional Provisions of the Law of Ukraine of September 6, 2019, on ‘Amending Individual Legal Acts of Ukraine Related to the Separation between State- and Municipal-Held Lands’.

■ OBJECT BEING LEASED

- 2.** A land lot with the total area of 12.4837 ha is being given for lease.
- 3.** The land lot is given for lease without real estate.
- 4.** Normative monetary value estimation: 3,241,319.09 UAH, according to the extract from technical documents on normative monetary estimation of March 21, 2018 No. 376/0/203-18 (attached).
- 5.** The land lot which is given for lease has no drawbacks which might interfere with its efficient use.

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■ AGREEMENT VALIDITY

6. The Agreement is concluded for forty-nine (49) years.
7. After the Agreement expires, Lease-Holder has the right to get the new agreement for the new term. In such a case, Lease-Holder has to inform Lease-Giver on their intentions at least 30 days before the Agreement expires.

■ RENT DETAILS

8. The rent is paid by Lease-Holder constitutes 3% of the amount of the normative monetary estimation, which is 97,239.57 UAH per year (ninety-seven thousand, two hundred and thirty-two hryvnias, fifty-seven kopiikas).
9. Rent payment for land use is implemented by Lease-Holder in the monetary form by a transfer to the Lease-Giver's bank account. The rent rate is 97,239.57 UAH per year (ninety-seven thousand, two hundred and thirty-two hryvnias, fifty-seven kopiikas) or 8,103.30 UAH (eight thousand one hundred and three hryvnias and thirty kopiikas) until the twenty-fifth day of each month.
10. The normative monetary estimation of the land lot is revised and held once per three years accompanied with concluding additional agreements related to the Land Lot Lease Agreement.
11. Rent rate calculation is conducted with the consideration if inflation indices.
12. Rent rate is reconsidered annually in cases of
 - changes in economic activity conditions, which are defined by the Agreement;
 - changes in indexation coefficients, defined by the Law;
 - deterioration of the leased land lot state, which is not caused by Lease-Holder's actions (must be proved by documents);
 - other cases defined by the Law.

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Green Energy' ('Інфініті-Грін-Енерджі')
private limited company, illegible signature)*

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13. If the rent is not paid within the time limits defined by the Agreement, Land-Holder has to pay the fine which constitutes 0.9% of the unpaid amount for each day of delay. Failure to pay the rent and the fine is the ground for legal responsibility according to the Law of Ukraine.

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■ CONDITIONS OF THE LAND LOT USE

14. The land lot is given for lease for the planning, construction, operation, and maintenance of buildings and facilities of energy production enterprises, establishments, and organizations (for the construction of solar (alternative) energy power plant complex).
15. Land lot use purpose: code 14.01. For the planning, construction, operation, and maintenance of buildings and facilities of energy production enterprises, establishments, and organizations.
16. The conditions of keeping the state of the object being leased are defined according to the current Law of Ukraine with the consideration of Lease-Giver's opinion.

■ CONDITIONS AND TIME LIMITS OF GIVING THE LAND LOT FOR RENT

17. Giving the land lot for lease is implemented based on:
 - Request No. 1/03-218 of March 20, 2018, by 'Infinity Green Energy' ('Інфініті Грін Енерджі') private limited company represented by company's Director Vitalii Orobets (patronymic - Petrovych);
 - the copy of the extract on the land lot No. НВ-2603358382018, of March 15, 2018, taken from State Land Cadastre;
 - the Decision of the 28th session of 7th convocation No. 478-28/2018 of March 29, 2018;
 - the Decision of the 28th session of 7th convocation No. 479-28/2018 of March 29, 2018;
18. Giving the land lot for rent is implemented with working out the planning of its area. The grounds for land lot area planning are the following: request No. 1/09-2017 of September 11, 2017, by 'Infinity Green Energy' ('Інфініті Грін Енерджі') private limited company represented by company's Director Vitalii Orobets (patronymic - Petrovych); the Decision of the 25th session of 7th convocation No. 389-25/2017 of October 12, 2017
19. Giving the land lot for lease to Lease-Holder is implemented within one day after this Agreement is registered in a state office with the bill of lease.

■ CONDITIONS OF LAND LOT RETURNING

20. After the Agreement expires, the Lease-Holder returns the land lot to the Lease-Giver in the state which is not worse than the one in which they began to rent it.
21. Lease-Giver, if the quality features of the land lot deteriorate (based on the change of its state), has the right to compensation in the amount, agreed by the Parties.
If the Parties do not manage to agree upon the compensation rate, the dispute is to be solved by the court.
22. The costs spent by Lease-Holder on means improving the land quality and are impossible to extract without deteriorating the land are not to be compensated by Lease-Giver if such actions are not agreed upon by the two Parties.
23. Quality improvement measures taken by Lease-Holder with the written confirmation by Lease-Giver are not to be compensated.

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■ LAND USE LIMITATIONS (ENCUMBRANCE)

24. The use of leased land lot is not limited by any encumbrance and third-party rights.

■ RIGHTS AND DUTIES OF THE PARTIES

25. Lease-Giver guarantees that:

- the land lot is owned by them and they have the legal power of granting Lease-Holder with the rights defined in this Agreement;

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- the person who signs this document has the right to act on behalf of Lease-Giver for implementing the purposes of the Agreement in compliance with the document's conditions.

26. Lease-Giver's rights:

- to demand Lease-Holder's using land lot in the way that is compliant with the purpose that is defined by paragraph 1 of the Agreement;

- the demand from the Lease-Holder to use the land lot with no threat to environment by means of keeping the Law of Ukraine on land and environment, as well as keeping the state and local standards and rules for land use;

- to demand providing unlimited access to the land lot in order to monitor whether Agreement conditions are observed;

- to demand timely rent paying;

- to demand from Lease-Holder to compensate lost profit which equals 6-month rent rate, since the time of signing the agreement and of its registration if Lease-Holder relinquishes the Agreement on Lease (if the relinquishment is not caused by Lease-Giver's failure to implement the duties).

27. Lease-Giver's duties:

- to provide Lease-Holder with the land lot by the bill of lease. The lot must be in the proper state and take up the area defined by the Agreement;

- to not interfere with Lease-Holder's economic activities and to not cause any obstacles for the proper implementation of Lease-Holder's Agreement duties.

28. Lease-Holder guarantees that:

- they are entitled and have legal rights to perform economic activities on the leased land lot in compliance with the purpose defined in the Agreement;

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- state governmental bodies and local government bodies, including the ones for sanitation, fire safety, environment protection, architecture preservation will not be prevented from accessing the leased land lot for implementing the duties which are within the scope of their authority;
- the person who signs this Agreement has the right to act on behalf of Lease-Holder for implementing the purposes of the Agreement in compliance with the document's conditions.

29. Lease-Holder's rights:

- to demand from Lease-Giver to provide the land lot after the Agreement is registered in a state office;
- to use the leased land lot in compliance with the purpose that is defined by the Agreement;
- to gain profit
- to renew the Agreement of Lease.

30. Lease-Holder's duties:

- to begin to use the land lot within the time limits defined by the Agreement which is registered in the manner that is in compliance with the Law;
- to pay the rent fully and on time.

■ THE RISK OF ACCIDENTAL DESTROY/DAMAGE OF THE OBJECT BEING LEASED OR ITS PART

- 31.** The risk of accidental destroy or damage of the object being leased is Lease-Holder's responsibility.

■ OBJECT BEING LEASED INSURANCE

- 32.** Due to the Agreement, object being leased is not liable to insurance.

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■ THE ALTERATION OF THE AGREEMENT CONDITIONS AND AGREEMENT TERMINATION

- 33.** The alteration of the Agreement conditions is to be implemented in the written form after Parties' mutual consent. If the Parties do not manage to reach consent as for Agreement alteration, the dispute is to be resolved by court.

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34. The Agreement is to be terminated in the following cases:

- if it expires;
- if Lease-Holder buys the land lot;
- if the land lot is bought for public needs or is alienated in a compulsory manner for public needs, according to the procedures established by the Law;
- if Lease-Holder is eliminated as juridical person.

The Agreement May Also Be Terminated in Other Cases, Foreseen by the Law.

35. The Agreement may be terminated by means of being cancelled when:

- the mutual consent is achieved;
- the court allows to do so by request of one of the Parties, which is resulted by other Party's failure to implement the duties defined by the Agreement or by accidental destroy/damage of the land lot if it becomes a significant obstacle for using it and also in the cases foreseen by the Law.

36. Unilateral Agreement cancellation is not allowed.

■ **RESPONSIBILITY FOR VIOLATION OR IMPROPER IMPLEMENTATION OF AGREEMENT CONDITIONS BY THE PARTIES**

37. The Parties bear responsibility for the violation or improper implementation of the duties according to the Law and this Agreement.

38. The party who violates the obligations is released from responsibility if they manage to prove that the violation is not caused by their fault.

■ **FINAL CLAUSES**

39. The Agreement becomes valid after it is signed by the parties and is registered in a state office.

40. The agreement is represented by three samples which have the equal judicial power. One of the samples is to be given to the Lease-Giver, the second one – to the Lease-Holder, and the third one – to Village Council of the Community of Verkhnia.

41. The essential parts of the Agreement are the following:

- bill of lease;
- the decision from the session by the Village Council;
- the copy of the extract from Land lot cadaster for the land lot;
- the copy of the extract from technical specifications on normative monetary estimation of the land lot.

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■ BANK DETAILS OF THE PARTIES

Lease-Giver

to Village Council of the Community of Verkhnia

77324, Ivano-Frankivsk region, Kalush district, Verkhnia village,
Shevchenka str. 72

Unique State Register of Legal Entities, Individual Entrepreneurs
and Public Associations code: 40170117

bank account No. 33217812700554

payment code: 18010600

the Secretary of the Village Council of the Community of Verkhnia

*(The Official Stamp of Village Council of the Community of Verkhnia
with the National Emblem, illegible signature) I. M. Duda*

Lease-Holder

'Infinity Green Energy' ('Інфініті Грін Енерджі') private limited company

78356, Ivano-Frankivsk region, Sniatyn district, Popelnyky village,
Shevchenka str. 87

Unique State Register of Legal Entities, Individual Entrepreneurs
and Public Associations code: 41267484

The Director:

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V. P. Orobets*

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