This “ANNEX IX RUSSIA” shall apply to Contracts for works, supply Contracts and services Contracts regulated by the Russian Law and concluded between a Company of the ENEL Group on the territory of the Russian Federation and a third party (Contractor, Supplier, Executer).

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SECTION I - SCOPE OF APPLICATION.

The present Annex Russia shall apply to Contracts for Works, Supply and Services (hereinafter each of them shall be referred to as the “Contract”) regulated by the Russian Law (if otherwise is not agreed by the parties in writing) and concluded between ENEL and a third party – Contractor, Supplier, and Executer (hereinafter, referred to as the “Contractor”).

The Contractor and ENEL shall be referred to hereinafter, as “the Parties”.

The present ‘Annex Russia’ shall constitute an integral and essential part of the ENEL Group General Contract Conditions as an attachment thereto. All provisions of this Annex Russia shall be used in addition to the provisions of the General Part of the General Contract Conditions of ENEL Group (hereinafter the “GP GCC of ENEL Group”). In case of any contradiction and/or inconsistency in the provisions of said documents, the provisions of this Annex shall prevail.

It is hereby specified that in the event of discordances or incompatibility between the documents which are parts of the Contract, reference shall be made to art. “INTERPRETATION AND HIERARCHY” of the GP GCC of ENEL Group.

SECTION II - GENERAL CONDITIONS FOR CONTRACTS (CONTRACTS FOR WORKS, SUPPLY CONTRACTS, SERVICES AGREEMENTS).

1. APPLICABLE LAW.

Unless otherwise is defined in the Contract, the Contract shall be governed by and construed in accordance with the laws of Russian Federation.

2. DISPUTES RESOLUTION.

2.1 All disputes and disagreements between the Parties arising out of or in connection with the Contract, occurring during the course of the Contract performance, shall be settled by means of negotiations under the laws of the Russian Federation and the Contract.

2.2 Any dispute or disagreements between the Parties including those concerning the existence, performance, breach, termination, or invalidity of the Contract, arising out of or in connection with the Contract, if not resolved by means of negotiations as set forth in article above, shall be referred to and settled by the Arbitration Court in compliance with the laws of the Russian Federation.

3. CONFIDENTIALITY.

3.1 In addition to art. “CONFIDENTIALITY” of the GP GCC of ENEL Group the Parties shall keep confidential all data referred to the subject of the Contract, its conclusion/termination, process of its execution and obtained results.

3.2 Except for the cases provided for in the Contract, the laws of the Russian Federation or regulatory requirements, a Party shall not, without the other Party written consent, disclose any Contract related information to third parties. Information handed over on the basis of and in connection with the Contract shall be subject to the confidentiality terms and conditions stated in the Contract for the period of 5 years since the Contract validity expiry day.

3.3 ENEL shall have the right, without the Contractor’s consent, to disclose any Contract related information to companies from ENEL group as well as to parties involved for the purpose of the project implementation.

4. BUSINESS ETHICS.

In addition to art. “CODE OF ETHICS” from the GP GCC of ENEL Group.

4.1 General Terms.

ENEL runs its business and interacts with partners being guided by the principles contained in the following corporate documents: “Code of Ethics”; “Zero Tolerance to Corruption Plan”, “Zero Tolerance to Consumption of Alcohol, Drugs or Other Intoxicants and Limitations of Smoking at Workplaces Policy”, “Integrated Policy for Quality, Health, Safety, and Environment”, “Working site safety requirements” (Appendix No. 1); Global Compliance Program on Corporate criminal liability (find the documents at the official site of ENEL www.ENEL.ru in the Corporate Governance section and Sustainability – Health and Safety section). The Contractor shall use those principles as the basis for its business transactions and interaction with the partners.

4.2 Zero Tolerance to Corruption Plan.

ENEL strives to stick to its rule of corruption inadmissibility in any form. For these purposes ENEL prohibits recourse to any incentives, proposals or requirements for illegal payments in a form of money or any other benefit for the purposes of securing an advantage in relationship with the partner, declaring that such prohibition applies to all of its employees. The Contractor represents that it shall take into consideration the ENEL’s undertakings and, in its turn, shall not have recourse to any incentives, proposals or requirements for illegal payments as regards performance under this Contract for the ENEL’s best interest and/or benefit of its employees. In the event of a breach of this clause the ENEL shall have the right to terminate this Contract and claim damages from the Contractor.

4.3 Obligations of the Parties.

4.3.1 Control System.

The Contractor undertakes to use inside its organization an efficient control system capable to prevent specific crimes, both in Russia and abroad, including; illicit gifts, financing or any other payment from the State or any government authority; fraud with regard to the State or any government authority, qualified fraud for securing government privileges, computer-related fraud with regard to the State or any government authority, bribery combined with power abuse, judicial bribery, inducing to bribery, blackmail, or theft from the State or any government authority.

4.3.2 Payment Systems.

When acting towards performance of this Contract with the ENEL, the Contractor shall make payments solely in a form enabling to establish the recipient (non-negotiable checks, bank transfers, etc.), avoiding payments in cash or in kind.

4.3.3 Gifts and Benefits.

4.3.3.1 The Contractor shall, for the purposes of performing its obligations hereunder, not provide any gifts in any form whatsoever if they can be construed as going beyond the ordinary commercial activities or practices or may be otherwise considered as purporting to secure a preferential treatment in connection with any activities which may have any relation to ENEL. Such provision (which may not be ignored even for the countries where gifts to commercial partners is a common practice) refers both to the promised or offered gifts and received ones; a gift shall mean any type of benefit (free access to conferences, promises of employment, etc.). In any event the Contractor shall refrain from any actions prohibited by laws, commercial practice, and/or Codes of Ethics, if any, of the companies or organizations it deals with.
4.3.3.2. The offered gifts, save for low-value gifts, shall be duly registered; such documentation shall be provided to the ENEL on demand.

4.3.4. Control Activities. ENEL may perform audits purporting solely to verify compliance with this Code of Ethics. The Contractor shall in this connection provide all documentation which ENEL deems appropriate and relevant to performance hereunder. Such documentation shall include:
- invoices;
- original documents;
- receipts for payment of expenses;
- respective accounting and management reports;
- consulting Contracts and subcontract Contracts.

4.3.5. No Conflict of Interests. 4.3.5.1. The Contractor assures that it does not carry out any activity constituting the conflict of interest in relation hereto.

4.3.5.1. The Contractor declares the following:
- managing director/directors/shareholders and the Contractor’s personnel directly participating in the performance of obligations under this Contract, none of them was brought to trial for the last 5 years by the corresponding articles, connected with fraud, giving/taking bribe, theft or appropriation of property etc.

4.4. Contract Termination. 4.4.1 The Contractor’s breach of any of the provisions contained in this article or committing any of the above offences shall constitute a material breach of obligations hereunder and shall enable ENEL to terminate this Contract unilaterally in accordance with the provisions of Article 450 (par. 1) of the Civil Code of the Russian Federation and claim damages from the Contractor.

4.4.2 In the event of unilateral termination the Contractor shall follow ENEL’s instructions regarding the activities which have to be completed prior to the termination anyway.

4.5 Integrity clause. 4.5.1 With the bid submission and/or the acceptance of the Contract, the Contractor declares:
- To take note of the commitments made by ENEL S.p.A. and by the Companies it controls directly or indirectly (hereinafter “ENEL”), in the Code of Ethics, Zero Tolerance of Corruption (ZTC) Plan, Human Rights Policy, to respect equivalent principles in the conduct of its business and in managing relationships with third parties;
- To be unaware of subjection to criminal proceedings for tax crimes, crimes against the public administration, crimes against patrimony, crimes against personal freedom, public order, environmental crimes;
- To be unaware of subjection to criminal investigations in respect of any fact, matter, unlawful criminal conduct constituting tax crimes, crimes against public administration, crimes against patrimony, crimes against personal freedom, public order, environmental crimes;
- To take note and authorize that - for the purposes of evaluation of the professional conduct of the itself and of the Company concerned, in accordance with the second and the third bullet of the present letter a) - ENEL may autonomously acquire more information, in any time, in consideration of the necessary existence of fiduciary duties with the Company involved.

4.5.2 The Contractor undertakes to promptly inform and provide any relevant documentation to ENEL:
1) In the case of acknowledge of subjection to criminal proceedings referred to in the second bullet of the previous letter a);
2) In the case of subjection to criminal investigation referred to in the third bullet of the previous letter a).

4.5.3. ENEL reserves its right to analyze at its sole discretion the above-mentioned information, for the purposes of assessment of the professional conduct of the Contractor itself and of the Company concerned.

5. FORCE-MAJEURE. According to the wording in the paragraph of the same name in the GP GCC of ENEL Group.

6. TIMING OF THE WORKS/SUPPLY/SERVICES. 6.1 The works/supply/services under the Contract must be fulfilled within the timeframe stipulated in the Contract.

6.2 The Contractor may perform the works/supply/services ahead of the schedule only subject to the written consent of ENEL.

6.3 The works/supply/services are considered to be performed in full upon signing by the Parties of the final acceptance certificate for all scope of works/supply/services performed under the Contract.

6.4 The timeframes for the completion of specific stages works/supply/services are determined in accordance with the relevant Works Performance Schedule or other document specified in the Contract. The violation of the term of commencement and/or

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1 The Legal Representative of the Company on his/her own behalf, on behalf of (a) the holder and the technical director, in the case of an individual company; (b) the associates and the technical director, whether it is a general partnership; (c) the associated partners and the technical director, if it is a limited partnership; (d) the managers with power of representation and the technical director and the sole shareholder natural person, or majority shareholder in the case of companies with less than four members, whether it is another type of company or consortium, from the Company where their position is carried out and, if applicable, on behalf of the Parent Company and of (e) holder and the technical director, in the case of an individual company; (f) the associates and the technical director, whether it is a general partnership; (g) the associated partners and the technical director, if it is a limited partnership; (h) the managers with power of representation and the technical director and the sole shareholder natural person, or majority shareholder in the case of companies with less than four members, whether it is another type of company or consortium, from the Parent Company.

2 For itself and for the persons listed in note 1.

3 For itself and for the persons listed in note 1.
completion of the works/supply/services, including the work/supply/services stages established in the Works Performance Schedule or other document specified in the Contract shall be subject for penalization in accordance with section “Liability” of the Contract.

7. NOTIFICATIONS AND CORRESPONDENCE.
In addition to art. “COMMUNICATIONS” of the GP GCC of ENEL Group.

7.1 All notifications and correspondence under the Contract shall be made in two languages – Russian and English language. In case of conflict between the two versions, Russian language shall prevail.

7.2 Daily correspondence shall be transmitted by the Parties via electronic communications (e-mail, etc.). Where appropriate the daily correspondence may be done in one language only.

7.3 Notifications shall be transmitted by the Parties via electronic communications (e-mail, etc.) and delivered by registered mail to the address indicated in the Contract. The date of receipt shall be the date of e-mail receipt by the Party of such notification.

7.4 Should any documentation be provided by the Contractor (its authorized representative) for the approval of the state authorities or other officials within the Russian Federation, such documentation shall be provided in Russian language

8. LANGUAGE.
8.1 Notwithstanding the provisions of the art. “LANGUAGE” of the GP GCC of ENEL Group, the original version of all contractual documents, including the General Part, shall be Russian language, unless otherwise is directly provided for by the Parties in the Contract.

8.2 In addition to art. “LANGUAGE” of the GP GCC of ENEL Group, the Contract may be made in the English and Russian languages in two copies, one for each of the Parties. Both copies shall have the same legal force. In case of conflict between the language versions of the Contract, the Russian version shall prevail.

9. AMENDMENTS TO THE CONTRACT.
All amendments and supplements to the Contract shall be made in writing in form of Addenda to the Contract and signed by authorized representatives of the Parties.

10. ASSIGNMENT OF RIGHTS AND OBLIGATIONS.
Any assignment of right and/or transfer of obligation by the Contractor under the Contract (including the assignment of the right to claim against the ENEL) may be made only upon preliminary written consent of the ENEL. A breach of this article by the Contractor shall entitle the ENEL to unilaterally without juridical procedure terminate the Contract and claim for compensation of losses from the Contractor.

11. SUBCONTRACTORS.
In addition to art. “TRANSFER OF THE CONTRACT AND SUBCONTRACTING” of GP GCC of ENEL Group.

11.1. The Contractor shall be entitled to engage third parties (Subcontractors, Subsuppliers etc.) according to clause 11.2 hereof for discharge of its obligations under the Contract subject to written consent of ENEL; the Contractor shall nevertheless bear responsibility to ENEL for performance of obligations under the Contract.

11.2. Notwithstanding the provisions of the art. “TRANSFER OF THE CONTRACT AND SUBCONTRACTING” of the GP GCC of ENEL Group, the aggregated scope of works/supply/services performed by the subcontracting organizations shall not exceed 30% of the total price of works/supply/services under the Contract (excluding materials and equipment cost), and subcontractors engaged by the Contractor shall not be entitled to engage third parties in the performance of works/supply/services under the contract signed with the Contractor, unless otherwise is agreed by the Parties in the Contract. The Contractor is not allowed to subcontract the obligations under the Contract “in cascades”.

11.3. The period for ENEL’s approval of the third parties (subcontractor organizations) engaged by the Contractor amounts to 5 (five) days upon receipt of the relevant notification from the Contractor. The Contractor bears the responsibility to ENEL for actions of the subcontractor organizations, as well as for fulfillment of the Contract in general. For approval of the third parties engaged by the Contractor for the purposes of the Contract fulfillment, the Contractor shall submit the documents about the subcontractor organization to ENEL. These documents shall comply with the bidding procedure required for awarding of the Contract, as well as the contracts with the subcontractor organizations and stage-by-stage activity progress (summary) works performance schedule by the Contractor and subcontractors.

11.4. The Contractor shall replace a subcontracting company upon the ENEL’s request and within the terms, specified by the latter, without increasing the Contract price, in the following cases: subcontracting company has not been pre-agreed by ENEL; identification of unreliable information and/or documentation submitted by the Contractor when the subcontracting company was being agreed upon with ENEL; subcontracting company performed works/supply/services infringing the Contract terms and conditions.

11.5. Whenever possible, contracts with subcontracting companies shall be in line with the Contract terms and conditions and contain provisions, enabling the Contractor to assign its Contractor's rights under a Contract with a subcontracting company, in whole or in part, to ENEL without consent of a subcontracting company.

12. CONTRACT VALIDITY TERM.
In addition to art. “EXECUTION” of the GP GCC of ENEL Group.

The Contract shall enter into force on the date of its signing by both Parties, (unless otherwise is defined in the Contract), and shall be valid until complete performance of the Parties’ obligations hereunder.

13.0 SECURITIES
In addition to art. “ECONOMIC GUARANTEE” from the GP GCC of ENEL Group.
13.0.1 Subject to the Parties agreement stated in the Contract, the execution of Contractor’s obligations under the Contract shall be secured by:

- Advance payment bank guarantee (art.13.1 hereof);
- Contract performance bank guarantee (art.13.2 hereof);
- Guarantee withholdings (art. 13.3 hereof);
- Warranty period bank guarantee (art.13.4 hereof);

For the avoidance of doubt the list of securities in not exhaustive and other types of securities can apply if stated in the Contract.

13.0.2 The bank guarantees issued under this Contract shall be issued in the same currency as the respective obligation which is secured by such guarantee.

13.0.3 For the purposes of the Contract, the "defects" shall mean non-fulfillment and/or improper fulfillment of the obligation (partially or in full) by the Contractor under the Contract.

13.0.4 ENEL’s general requirements for the bank guarantees are provided in Appendix No. 1 hereto.

13.0.5 Should the Contractor fail to observe the periods set for provisioning of the bank guarantees specified in section 13 hereof to ENEL, or should the Contractor provide the guarantees not compliant with the Contract provisions, ENEL shall be entitled to terminate the Contract unilaterally and extra judicially, having notified the Contractor thereon 15 (fifteen) days before the termination date.

13.0.6 If a bank guarantee earlier submitted by the Contractor to ENEL, expires and the Contractor fails either to submit a new bank guarantee to ENEL or extend the effective bank guarantee in cases, according to the procedure and under the conditions set forth herein, ENEL may suspend relevant current payment (payments) under the Contract upon expiration of the earlier submitted bank guarantee unless and until the Contractor eliminates the causes for suspending payments under the Contract. Such reasoned payment (payments) suspension by ENEL shall not entitle the Contractor to levy any penalties on ENEL.

13.1. Advance payment bank guarantee.

13.1.1. In order to secure Contractor’s proper performance under the Contract the Contractor shall provide ENEL with the advance payment guarantee (hereinafter referred to as the "Advance Payment Bank Guarantee") amounting to 100% (hundred percent) of advance payment (including VAT) unless otherwise is defined by the Parties in the Contract within 10 (ten) calendar days upon signature of the Contract.

13.1.2. The Advance Payment Bank Guarantee shall be executed in accordance with ENEL’s requirements in the form provided in Appendix No. 2 hereto, or in compliance with the form agreed upon by the Parties.

Should the Parties agree to increase the Contract price with the subsequent increase of the advance payments the Contractor shall be obliged within 10 (ten) days from the respective additional agreement signature date to provide ENEL with the duly formalized amendment to the issued Advance Payment Bank Guarantee increasing such guarantee by the amount of the advance payment as agreed in the respective additional agreement signed by the Parties.

13.1.3. The Contractor shall preliminary agree with ENEL the banks providing the Advance Payment Bank Guarantee, form and content of such a guarantee.

13.1.4. In case at the moment of expiry of the Advance Payment Bank Guarantee the Contractor fails to fulfill its obligations under the advance payment in compliance with the Contract terms and conditions, it shall provide a new guarantee to ENEL (or to prolong the existing guarantee) for the amount of the outstanding advance amount not covered by works/supply/services performance. The Contractor shall provide a new Advance Payment Bank Guarantee (or to prolong the existing guarantee) prior to the expiry date of the existing Advance Payment Bank Guarantee in accordance with the form complying with the Contract conditions and for a term providing the Contractor’s fulfillment of its obligations under the Contract plus 40 (forty) days.

13.1.5. The Contractor shall bear all the costs of execution, prolongation, and issuance of the new Advance Payment Bank Guarantee regardless of the fault of one of the Parties due to which the Advance Payment Bank Guarantee must be prolonged (or new guarantee must be issued).

13.1.6. In case the issuance of the new Advance Payment Bank Guarantee (or prolongation of the existing guarantee) was due to ENEL’s fault, ENEL shall reimburse the Contractor the costs of prolongation of the Advance Payment Bank Guarantee (issuance of a new guarantee).

13.1.7. Prolongation of the Advance Payment Guarantee (issuance of a new guarantee) shall be carried out by virtue of this clause without conclusion of the separate addendum to the Contract due to the fact that this Contract shall be valid until full performance by the Parties of their obligations.

13.1.8. The Advance Payment Bank Guarantee shall come into effect upon its issuance.

13.1.9. The period of the Advance Payment Bank Guarantee validity shall be set up till the moment of performance of the Contractor’s obligations covered by the advance payments in compliance with the Contract conditions plus 40 (forty) days. ENEL shall not be entitled to make the demand under the Advance Payment Bank Guarantee before the advance payment is credited to the Contractor’s account.

13.1.10. The Advance Payment Bank Guarantee provided by the Contractor shall ensure proper performance of the Contractor’s obligations under this Contract to the extent of return of the advance payment amount by the Contractor, and in this connection ENEL is entitled to make demands under the Advance Payment Bank Guarantee in compliance with the terms stated in this Contract in case the Contractor fails to perform its obligations under this Contract.
13.1.11. The Contractor's Advance Payment Bank Guarantee amount shall decrease in proportion to performance of the Contractor's obligations hereunder against the Contractor's submission to the bank which issued the guarantee of the documents as follows:
- copies of the corresponding delivery/works/services acceptance certificates certified by the authorized person's signature and sealed with ENEL's stamp, and
- ENEL's original written consent to such decrease specifying the amount of decrease of the Advance Payment Bank Guarantee sum at the rate of the offset advance payment under the Contract.

13.1.12. ENEL shall be entitled to make demands under the Advance Payment Bank Guarantee mentioned in this clause in the following cases:
   a) in case of failure to perform or improper performance of the works/services by the Contractor /failure to supply the equipment and materials under the Contract due to the Contractor's fault; — ENEL is entitled to make a demand under the Advance Payment Bank Guarantee in the relevant amount of advance payment paid by ENEL but not covered by works performance/ equipment delivery by the Contractor under this Contract up to the indicated advance payment part;
   b) in case of early termination (cancellation) of the Contract in compliance with the terms of the Contract and/or the laws of the Russian Federation, when such early termination (cancellation) hereof was induced by improper fulfillment (non-fulfillment) of the Contractor's obligations under this Contract by reasons within the frames of the Contractor's responsibility, and the Contractor's failure to return the amount of not offset advance payment in case of early termination (cancellation) of this Contract;
   c) in case of failure to return the advance payment amount due in the result of agreement with ENEL, or in the result of ENEL's right originating out of other legal foundations to obtain the advance payment amount under this Contract, within 15 (fifteen) days after such as agreement or origination of the right to obtain the advance payment amount;
   d) non-fulfillment of the Contractor's obligation within the frames of the Contractor's responsibility stipulated by the Contract and / or the laws of the Russian Federation, the Contractor shall return the advance payment amount to the ENEL.

13.1.13. The Contractor shall ensure that the guarantor bank satisfies the criteria set in this Contract during the all validity period of the bank guarantee. Should the rating of the guarantor bank decrease during the validity period of the bank guarantee the Contractor shall within 10 calendar days upon receipt of the ENEL's notice arrange the change of the guarantor bank so that the guarantor complies with the criteria set in this Contract and annexes hereto.

13.1.14. For the avoidance of doubt the Parties agree that if the bank guarantee is issued by means of SWIFT, the written form of transaction is deemed to be complied with.


13.2.1. In order to secure proper performance by the Contractor of its obligations under the Contract, the Contractor ensures issuance to ENEL of the Contract performance bank guarantee amounting to 10% (ten percent) from the Contract Price (including VAT) unless otherwise is defined by the Parties in the Contract (hereinafter referred to as the "Contract Performance Bank Guarantee") within 10 (ten) calendar days after the Contract signing. Should the Parties agree to increase the Contract price, the Contractor shall within 10 days from the date of respective addendum signature to provide the Buyer with the duly formalized amendment to the issued Contract Performance Bank Guarantee increasing the amount of the guarantee up to the relevant amount, so that the amount of the Contract Performance Bank Guarantee equals to 10% from the new (modified) Contract price.

13.2.2. The Contract Performance Bank Guarantee shall be executed in accordance with ENEL's requirements in the form provided in Appendix No. 3 hereto, or in compliance with the form agreed upon by the Parties.

13.2.3. The Contractor shall provide the Contract Performance Bank Guarantee to ENEL valid until the date of final acceptance by ENEL of all the works/services/supplies performed by the Contractor under the Contract, under the final works/services/delivery acceptance certificates under the Contract plus 40 (forty) days;

13.2.4. The Contractor shall previously agree with ENEL upon the banks providing the Contract Performance Guarantee, and the content of such guarantee.

13.2.5. The Contract Performance Bank Guarantee provided by the Contractor shall secure proper performance by the Contractor of its obligations under the Contract, and in this connection ENEL shall be entitled to make the demand under the Contract Performance Bank Guarantee in the terms stated herein.

13.2.6. In case at the moment of the Contract Performance Bank Guarantee expiry, the Contractor fails to fulfill its obligations under the Contract, it shall provide a new Contract Performance Bank Guarantee to ENEL (or to prolong the existing guarantee) for the same amount. The Contractor shall provide a new Contract Performance Bank Guarantee (or to prolong the existing guarantee) before the expiry date of the existing Contract Performance Bank Guarantee in accordance with the form complying with the Contract conditions and for a term providing for the Contractor’s fulfillment of its obligations under the Contract, plus 40 (forty) days.

13.2.7. The Contractor shall bear all costs of execution, prolongation, and issuance of the new Contract Performance Bank Guarantee regardless of the fault of one of the Parties of one of the Parties due to which the Contract Performance Guarantee must be prolonged (or new guarantee must be issued).

13.2.8. If issuance of the new Contract Performance Bank Guarantee (prolongation of the existing guarantee) was due to ENEL’s fault, ENEL shall reimburse the Contractor’s costs of prolongation of the Contract Performance Bank Guarantee (issuance of a new guarantee).

13.2.9. Prolongation of the Contract Performance Bank Guarantee (issuance of a new guarantee) shall be carried out by virtue of this clause without conclusion of the separate addendum in connection with the fact that this Contract shall be valid until complete fulfillment by the Parties of their obligations (clause 12 hereof).

13.2.10. ENEL shall be entitled to make the demand under the Contract Performance Bank Guarantee in the cases as follows:
13.3. Guarantee withholdings.

13.3.1. Proper fulfillment by the Contractor of its obligations under the Contract is secured by ENEL’s guarantee withholdings, which constitute the part of payment for the works (including the cost of the materials and equipment)/services/supply, of the Contractor amounting to 10% (ten percent) unless otherwise is defined by the Parties in the Contract, including VAT, from the price of works (including the cost of the materials and equipment)/services/supply under the Contract, payable to the Contractor in accordance with the works/services/delivery acceptance certificates signed by the Parties (hereinafter referred to as the "guarantee withholdings").

13.3.2. If the Contractor duly fulfills its obligations under the Contract, the guarantee withholdings shall be paid out in full by ENEL to the Contractor within 45 (forty five) calendar days after signing by the Parties of the final works/services/delivery acceptance certificate covering all the works/services/delivery under the Contract.

13.3.3. The guarantee withholdings shall be used to satisfy ENEL’s claims due to non-fulfillment or improper fulfillment of obligations by the Contractor, including but not limited to:
   a) claims for payment of the forfeits envisaged by the laws or this Contract;
   b) claims for reimbursement of expenses for elimination of the defects revealed in the performed works/services/supply, as well as the requirement concerning the reimbursement of other losses;
   c) claims for payment of penalties due to violation of the occupational health, environmental, safety, fire prevention, electric safety, and violation of the technical operation requirements envisaged in the regulations of the Russian Federation and ENEL’s standards related to occupational health and safety.

13.3.4. ENEL and the Contractor shall undertake all measures for settlement of the disputable situation associated with non-fulfillment or improper fulfillment by the Contractor of its obligations by means of negotiations. If the disputable situation is not settled by the Parties within 10 (ten) calendar days, the ENEL has the right to raise a claim addressed to the Contractor for the account of the guarantee withholdings as follows:

13.3.5. In case ENEL intends to exercise its right to satisfy the claim under items a) and c) above by means of guarantee withholdings under the Contract, ENEL shall send a written notification to the Contractor with the following information:
   - information about the Contract violation by the Contractor;
   - reference to the legal ground for accrual of the forfeit (penalty, fine);
   - forfeit (penalty, fine) sum accrued to the Contractor for the Contract violation;
   - reference to ENEL’s receipt of the forfeit (penalty, fine) payment by means of the guarantee withholdings.

13.3.6 The forfeit (penalty, fine) sum shall be deemed accrued, the request to pay this sum shall be deemed presented to the Contractor by ENEL on the very day of the Contractor’s receipt of ENEL’s notification. On the same day, the forfeit (penalty, fine) shall be deemed paid by the Contractor for the account of the guarantee withholdings.

13.3.7 In case ENEL intends to exercise its right to satisfy the claim under item b) above by means of guarantee withholdings under the Contract, ENEL shall send a written notification to the Contractor with the following information:
   - information on the Contract violation by the Contractor;
   - reference to the amount of expenses, other losses subject to reimbursement by the Contractor;
   - reference to receipt by ENEL of the expenses reimbursement amounts (other losses) by means of guarantee withholdings;
   - copies of the documents confirming the expenses (other losses) of ENEL.

13.3.8 Claim on reimbursement of the expenses (other losses) shall be deemed presented by ENEL to the Contractor on the day when the Contractor receives ENEL’s notification. On the same day, the expenses (other costs) shall be acknowledged as reimbursed by the Contractor within the amount specified in ENEL’s request.

13.3.9 The Parties acknowledge that the guarantee withholdings hereunder shall not be considered as the retention of the Contractor’s property, but shall be the agreed method to ensure fulfillment by the Contractor of the obligations under the Contract, in accordance with article 329 of the Civil Code of the Russian Federation.
13.3.10 For the avoidance of any doubt, no interest shall be accrued on the guarantee withholdings during the period of retention by ENEL.

13.4. Warranty period bank guarantee.

13.4.1 In order to secure proper performance by the Contractor of its obligations under the Contract within the warranty period, the Contractor ensures issuance to ENEL of the warranty period bank guarantee amounting to 5% (five percent) from the Contract price unless otherwise is defined by the Parties in the Contract (hereinafter referred to as the "Warranty Period Bank Guarantee").

13.4.2 The Contractor shall preliminary agree with ENEL upon the banks providing the Warranty Period Bank Guarantee, the form and scope of such guarantee.

13.4.3 The Warranty Period Bank Guarantee shall be delivered to ENEL within 20 (twenty) calendar days before the final works/services/delivery acceptance certificate is signed by the Parties covering the works/services/delivery under the Contract.

13.4.4 The Warranty Period Bank Guarantee shall be executed in accordance with ENEL’s requirements in the form provided in Appendix No. 4 hereto, or agreed upon by the Parties separately.

13.4.5 The Warranty Period Bank Guarantee shall enter into effect on the day of its issuance, and shall remain in effect for 24 months (unless otherwise is defined by the Parties in the Contract) plus 40 (forty) days. However ENEL shall not be entitled to file any claim under the Warranty Period Guarantee before the final acceptance certificate for all the works/services/deliveries under the Contract is signed by the Parties (i.e. before the start of the warranty period) For the purposes of this clause of the Contract, the "defects" shall mean non-fulfillment and/or improper fulfillment of the obligation (partially or in full) under the Contract within the warranty period by the Contractor.

ENEL shall be entitled to make the demands under the Warranty Period Bank Guarantee in the following cases:

(a) if the Contractor fails to eliminate the defects (shortfalls, faults, etc.) within the warranty period within the term determined by the Contract or ENEL;

(b) if the Contractor fails to fulfill it warranty obligations under the Contract;

(c) if ENEL terminate this Contract in accordance with the laws and/or terms and conditions of this Contract.

13.4.6 Should the rating of the guarantor bank decrease during the validity period of the bank guarantee the Contractor shall within 10 calendar days upon receipt of ENEL’s notice arrange the change of the guarantor bank so that the guarantor complies with the criteria set in this Contract and annexes hereto.

13.4.7 For the avoidance of doubt the Parties agree that if the bank guarantee is issued by means of SWIFT, the written form of transaction is deemed to be complied with.

14. VAT INVOICE.

In addition to art "TAX" from the GP GCC of ENEL Group.

14.1. The Contractor shall provide ENEL with the VAT invoices executed in compliance with the requirements stipulated by the applicable tax laws of the Russian Federation.

14.2. Within 5 (five) calendar days after signing of the relevant acceptance certificate, the Contractor shall provide the VAT invoice with specification of the VAT sum subject to payment by ENEL. This VAT invoice shall meet the requirements stipulated by the applicable tax laws of the Russian Federation. The Contractor shall provide the Contractor's administrative document to ENEL pursuant to clause 6, article 169 of the Tax Code of the Russian Federation, confirming the power of the authorized persons to sign the VAT invoices issued on behalf of the Contractor.

14.3 The VAT sum shall be deemed invoiced by the Contractor to ENEL's in accordance with the requirements stipulated in clause 1, article 168 of the Tax Code of the Russian Federation, provided that the requirements for VAT invoice are met. In case of failure to observe these requirements, the VAT invoice shall be deemed not issued, and the VAT sum shall be deemed not presented for payment.

14.4. In case if the Contractor does not present the VAT sum for payment, the sum transferred by ENEL as VAT being part of the works cost shall be deemed unfounded benefit of the Contractor and shall be subject to return to ENEL.

14.5. The interest shall be accrued on this sum in accordance with the requirements stipulated in clause 2, article 1107 of the Civil Code of the Russian Federation.

14.6. Contractor's non-performance of the works hereunder shall not be considered as the Contractor's saving and shall not be subject for payments, notwithstanding the positive results according to the subject matter of this Contract. Should the Contractor not perform part of works stated in the Contract, the Parties shall sign an additional agreement to the Contract on exclusion of relevant scope of works and decrease of the Contract price.

14.7. The Contractor's obligation concerning the payment shall be deemed discharged after writing-off of the funds from the ENEL's settlement account.

14.8. In case of the advance payment the Contractor shall submit the VAT-invoices for the amount of the advance payments paid, within five days upon receipt of the advance payment. The VAT invoice shall be prepared in accordance with the requirements of the Tax Code of the Russian Federation.

15. LIABILITY OF THE PARTIES.

In addition to art. "PENALTIES" of the GP GCC of ENEL Group.

15.1. For non-fulfillment or improper fulfillment of the obligations under the Contract the Parties shall bear liability in accordance with the applicable laws of the Russian Federation and the Contract.
15.2. In case of violation of the payment term for the performed works/supply/services fixed in the Contract, ENEL shall pay the forfeit to the Contractor amounting to the key rate of the Bank of Russia from the amount of non-transferred (untimely transferred) funds for each day of delay. The maximum amount of forfeit to be paid by ENEL in case of violation of the payment terms shall not exceed 10% from the overall Contract price.

15.3. For violation of the term of commencement and/or completion of the work/services/supply, including the work/services/supply stages established in the Contract and the Works Performance Schedule (if any), the Contractor shall pay the forfeit to ENEL in the amount stated in the Contract for each day of delay of the works/services/supply performance.

15.4. Losses of ENEL incurred by non-fulfillment or improper fulfillment by the Contractor of its obligations shall be compensated by the latter in full in addition to the penalties stipulated under the Contract.

15.5. The payment of forfeit shall not relieve the Parties from execution of their obligations under the Contract.

15.6. The penalties, fines and forfeit under the Contract shall be paid from the amount of the guarantee withholdings (if such security is foreseen by the Contract). For the part not covered by the guarantee withholdings, or in case when guarantee withholdings are not applied in accordance with the Contract, the penalties, fines and forfeit shall be paid by the Contractor to ENEL within 5 (five) business days after submission by ENEL of the relevant written notification (request).

15.7. Should the Contractor not fulfill the conditions (requirements) concerning the quality of the works performed by the Contractor pursuant to this Contract, the Contractor shall pay to ENEL the penalty in the amount stated in the Contract. In case the Contract foresees the achievement of guaranteed indicators, the penalties for non-achievement thereof shall be paid by the Contractor to ENEL in the amount stated in the Contract.

16. PENALTIES, FINES, FORFEIT RECOVERY.

According to Art. 410 of the Civil Code of the Russian Federation, ENEL is entitled to recover the amounts of forfeit, fine, penalty under the Contract by setting off of Parties’ claims of the same origin: setting off the amount of forfeit (fine, penalty) under the Contract payable to ENEL by the Contractor, and the amount of works/services/supply payment, to be paid by ENEL to the Contractor's benefit hereunder or any other Contract signed by ENEL and the Contractor. The amount of forfeit (fine, penalty) shall be deemed to be paid by the Contractor to ENEL and the Contractor's obligation to pay the amount of forfeit (fine, penalty) shall be deemed to be terminated on the day when the Contractor receives relevant statement of set-off from ENEL. The Contractor hereby agrees that ENEL may set off the amount of works/services/supply payment under the Contract, to be paid by ENEL to the Contractor under the Contract or any other Contract signed by ENEL and the Contractor, as it is set forth in this clause.

17. INDUSTRIAL AND INTELLECTUAL PROPERTY.

In addition to art. “INTELLECTUAL PROPERTY” of the of GP GCC of ENEL Group.

17.1. The Contractor provides, where required, to ENEL patents, licenses and other industrial and intellectual property rights in connection with the scope of works/services/supplies hereof.

17.2. The Contractor bears full responsibility for infringement of any industrial and intellectual property rights under this Contract, and shall take all measures required to protect ENEL from all complaints and claims, that might be filed as a result of infringement of these rights, including, but not limited to:

17.3. The Contractor shall indemnify ENEL against and hold it harmless from any violation, action or claim brought against ENEL by third parties, as well as from any losses, fines and penalties levied on ENEL due to: (1) technical documentation, drawings for manufacturing, production and/or operation of the equipment, spare parts and/or materials furnished/supplied hereunder; (2) use of the works result (Facility) hereunder, including the equipment, spare parts and/or materials furnished/supplied hereunder; or (3) proper use of the works result (Facility) hereunder, as well as the equipment, spare parts and/or materials furnished/supplied hereunder.

17.4. For the purposes of this clause the term "violation" shall mean violation (or suspected violation) of any and all patent rights, rights to a registered project, copyrights, trademark and trade name rights, trade secret right or any other industrial or intellectual property rights related to the works result (facility) under the Contract, as well as the equipment, spare parts and/or materials furnished/supplied hereunder, the term "action" shall mean action (or court proceedings on the action) relevant to violations of any rights listed in this clause. The Contractor shall at its own expense:

(i) settle or challenge the claim and/or action and pay ENEL all awarded damages and expenses, or
(ii) confer on ENEL the right to continue using the works result (Facility), as well as the equipment, spare parts and/or materials furnished/supplied hereunder, or
(iii) change the works result (Facility), the equipment, spare parts and/or materials furnished/supplied hereunder so that they do not infringe any patent claims, or
(iv) replace the equipment, spare parts and/or materials furnished/supplied hereunder with similar ones that do not infringe any patent claims.

17.5. This clause shall not apply to violations committed as a result of use of the works result, facility operation complete with other articles, which the Contractor did not furnish/supply under this Contract.

17.6. If ENEL is entitled to be indemnified against and held harmless from actions pursuant to this clause, the Contractor shall at its own expense hold negotiations on claim settlement and/or action resolution and settlement of any court proceedings, which may be instituted on the action. Upon the Contractor's request and at the expense of the same, ENEL shall assist in settlement of the action. Should third parties' claims against ENEL turn out to be reasoned and justified, the Contractor shall indemnify for the ENEL's expenses (including legal fees and costs) incurred by actions to challenge rightfulness of third parties' claims and/or actions.

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17.7. Exclusive rights (except for personal non-property copyright) for the products, information, computer programs, other objects recognized as objects of exclusive rights, created in the process of this Contract performance by the Contractor, shall arise directly with ENEL or, in case it is set forth in the laws that such exclusive rights arise with the Contractor, these rights shall be transferred to ENEL upon their emergence hereunder without execution of any additional documents by the parties, or in case the laws set forth that such exclusive rights may not be transferred to ENEL according to the foregoing procedure, on the basis of the license Contract signed by the parties, against the Contract price.

17.8. Prior to this Contract expiration, as well as in case of its early expiration (termination) without regard to the cause of termination, the Contractor shall transfer the ownership of all the technical, design and other documentation, developed by the Contractor within the scope of this Contract performance, to ENEL under a relevant acceptance certificate.

18. COUNTER-EXECUTION OF OBLIGATIONS.
In addition to art. “THE CONTRACTOR’S RESPONSIBILITIES” from the GP GCC of ENEL Group.

18.1. In case fulfillment of ENEL’s obligations under the Contract depends, in compliance with the conditions of the Contract, on fulfillment of the corresponding Contractor’s obligations, and the Contractor did not fulfill such obligations, ENEL shall not bear responsibility for such delay in performance of works/services supply caused by ENEL’s failure to fulfill its obligations.

18.2. In case the fulfillment of the Contractor’s obligations under the Contract depends, in compliance with the conditions of the Contract, on fulfillment of the corresponding ENEL’s obligations, and ENEL did not fulfill such obligations, the Contractor shall not bear responsibility for such delay in performance of works/services supply caused by the Contractor’s failure to fulfill its obligations.

19. ENEL’S REPRESENTATIVE.
ENEL shall appoint under an order (or shall authorize by a relevant power of attorney) its representative who will in the name of ENEL cooperate with the Contractor for reconciliation of acts for works/supply/services performed, carry out technical control and supervision of works progress and quality, of target use of money allocated by ENEL hereunder, of work performance schedule compliance, of quality of materials used by the Contractor, and of compliance thereof with provisions of this Contract and project documents. The orders of such an authorized representative of ENEL are mandatory for the Contractor. Such representative shall be defined by ENEL in the Contract.

20. CONTRACTOR’S REPRESENTATIONS.
20.1. The Contractor represents and warrants that all individuals engaged by the Contractor for works/supply/services performance under the Contract are employed by the Contractor (i.e. have a labor contract with the Contractor), and the Contractor pays out relevant wages and taxes in full amount, maintains insurance in accordance with applicable legislation in force and relevant labor contracts.

20.2. For the purposes of control of compliance by the Contractor of the requirements stated in clause 22.1 above, ENEL is entitled to request the Contractor to provide the following information: - Copies of the payment order for payment of insurance contributions (marked by the bank as executed) for the last reporting period with the attached list of the Contractor’s (subcontractor’s) employees engaged in works/supply/services performance under the Contract (for which such payments are being made); or - Copies of employment record books of Contractor’s (subcontractor’s) employees engaged for works/supply/services performance under the Contract, confirming the employment of such individuals by the Contractor (subcontractor).

Such information shall be presented by the Contractor to ENEL not later than 5 days from the date of relevant request. Failure by the Contractor to present such information shall constitute a breach by the Contractor of the Contract, thus ENEL shall be entitled to terminate the Contract unilaterally without juridical procedures and to request from the Contractor compensation of losses due to such termination.

21. MISCELLANEOUS.
21.1. By signing of the Contract the Contractor certifies its familiarization with design, regulatory and technical, and other documents of ENEL necessary for proper performance of the works/supply/services under the Contract to the fullest extent, which disables the Contractor to refer to the failure of ENEL to submit the specified documents to the Contractor in case of non-fulfillment or improper fulfillment of the works/supply/services by the Contractor.

21.2. In case of change in requisites, the Parties shall notify each other on such changes within 10 business days from the date of such change. Otherwise notices transferred at the last known address shall be deemed duly transferred.

21.3. If an advance payment is made by Enel to the Contractor under the Contract, and the Contractor fails to perform its obligations under the Contract in due time (i.e. the scope of work/services/supplies covered by the advance payment is not carried out), then the Parties shall conclude an Addendum to the Contract on prolongation of time term of work/services/supplies.

Herewith such prolongation of timeframes under the Contract shall be made by the Parties exclusively to ensure that the Contractor fulfills its obligation under the law on repatriation of foreign currency. It does not entail the relief of the Contractor from the contractual liability to pay (payment of forfeit (penalty)) for the breach of time frames of work/services/supplies performance for the period of delay of work/services/supplies performance, that is: from the date when work/services/supplies had to be performed under the Contract, as it was stipulated before execution of the abovementioned addendum on prolongation of time term, and to the date of actual performance of work/services/supplies hereunder.

If the Contractor fails to comply on time with their obligations hereunder and does not sign the abovementioned additional agreement to the Contract on the extension of the time, the Contractor undertakes to pay an advance return (repatriation) in its entirety to Enel within 14 (fourteen) working days from the date of receipt of the relevant request of Enel.

21.4. All amendments and additions to the Contract shall be made in written form in the form of Addendums and shall be signed by authorized representatives of the Parties.
22. APPENDICES.
22.1. The following appendices to the Contract shall constitute its integral part (if and where applicable):
- Appendix No. 1 Requirements to the bank guarantees;
- Appendix No. 2 Advance payment bank guarantee form;
- Appendix No. 3 Contract performance bank guarantee form;
- Appendix No. 4 Warranty period bank guarantee form;
- Appendix No. 5 Forms of Services Acceptance Certificate, Works Acceptance Certificate (KC-2 form), Statement on the Completed Works Cost (KC-3), Delivery-acceptance certificate for the repaired, restructured, modernized fixed assets facilities (OS-3 form). Act of transfer of materials and spare parts (M-15 form), Final acceptance certificate.
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ANNEX IX RUSSIA

Приложение № 1 к Приложению для России/
Appendix No 1 to Annex Russia

REQUIREMENTS TO THE BANK GUARANTEES /
ТРЕБОВАНИЯ К БАНКОВСКИМ ГАРАНТИЯМ

1. REQUIREMENTS TO THE BANK GUARANTEES

1.1. Bank guarantees mean Guarantees which comply with the following requirements:

1.1.1. Bank (Guarantor) shall be agreed with Enel;

1.1.2. Bank (Guarantor) shall comply with the following requirements:
   • Guarantor shall be an international bank or a Russian subsidiary bank of an international bank with the credit rating not lower than Russian Federation country rating minus 2 notches (S&P, Fitch or Moody’s) on the date of Guarantee issuance, but in any case not less than investment grade; or
   • Guarantor shall be one of the top 10 banks in Russia in terms of equity and assets (e.g. according to the ranking under www.banki.ru, or any other reliable public sources of information available in Russia) with the national rating not lower than AA (S&P, Fitch or Moody’s, AKRA, Expert RA) on the date of Guarantee issuance.

1.1.3. Guarantee shall be irrevocable, unconditional and payable by Guarantor on first proper Beneficiary’s demand.

1.1.4. If during validity term of the Guarantee the Guarantor no longer satisfies the requirements to the bank guarantees of the Enel, then the Principal, under demand of the Beneficiary, shall substitute the Guarantee to the guarantee that satisfies Enel’s requirements.

1.1.5. Claim for payment under the Guarantee shall be filed to the Russian office of the bank, where it was issued.

1.1.6. If during validity term of the Guarantee the Guarantor no longer satisfies the requirements to the bank guarantees of the Enel, then the Principal, under demand of the Beneficiary, shall substitute the Guarantee to the guarantee that satisfies Enel’s requirements.

1.1.7. It is forbidden to provide by foreign Principal of the bank guarantee of the nationality (state nationality) of the foreign Principal (i.e. place of incorporation (establishment) or place of control center of the foreign Principal).

1.1.8. No limitation of liability of the Guarantor versus the Beneficiary is allowed.

2. PROCEDURE FOR RECONCILIATION AND PROVISION OF GUARANTEES

2.1. In the course of preparation of the draft of the bank guarantee, the Bank Guarantee form provided for in the Contract shall be used as the basis.

2.2. Upon issuance of the Bank Guarantee by the Guarantor, the counterparty shall provide to the Enel the original Bank Guarantee for its verification with attachment of the following documents: [details removed for brevity]
2.2.1. Original Bank Guarantee on paper (on official letterhead of the Guarantor signed by a duly authorized representative of the Guarantor);
2.2.2. A notarized copy of confirmation of credentials of representatives of the Guarantor for the issuance and signing of the Bank Guarantees;
2.2.3. Notarized specimen of signatures of representatives of the Guarantor;
2.2.4. A notarized copy of confirmation of credentials of representatives of the Principal to sign documents;
2.2.5. Notarized specimen of signatures of representatives of the Principal;
2.2.6. The original bank guarantee act of acceptance (properly signed by the authorized representative of the Principal, in two copies).

2.3. In order to perform reliable verification of the Bank Guarantee, a process of advising the Bank Guarantee is required. Upon request of the Principal, the Guarantor shall send information in the SWIFT system to the Beneficiary’s servicing bank with confirmation of the fact of the Guarantee issue, the date of its issuance, its number, amount, date of completion of the validity period and presence of relevant powers to sign the bank guarantee by the representatives of the Guarantor. The authorized representative of the Buyer shall report to the Principal the need of advising the Bank Guarantee. Then the Principal shall instruct the Guarantor to make advising of the Guarantee in the servicing bank of the Buyer. The Guarantor advises the Guarantee in the servicing Bank of the Beneficiary via SWIFT-message.

2.4. Upon completion of the inspection of the Bank Guarantee by the Principal and Beneficiary the bank guarantee act of acceptance shall be signed. Upon signing bank guarantee act of acceptance on the part of the Principal and Beneficiary, the contractual commitments on the Bank Guarantee shall be considered performed.
Garantya vозврата авансового платежа (банковская гарантия по первому требованию) / Advance Payment Guarantee (First Demand Guarantee)

We, the Bank, with our seat at [address] (hereinafter the “Guarantor”), understand that Public Joint-Stock Company “Enel Russia” (PJSC “Enel Russia”) with registered address at 10 Khobyryakova st., Yekaterinburg, 620014, Sverdlovsk Region, Russian Federation (hereinafter, the “Beneficiary”) have entered into a contract No. [Number] dated [date] with [company name, OGRN and INN] with registered address at [address] (hereinafter the “Principal”) for [subject of the contract] (hereinafter, the “Contract”).

At request of the Principal we hereby issue our Guarantee (hereinafter, the “Guarantee”), and irrevocably undertake to pay you, unconditionally and irrespective of the validity and the effects of the Contract, any amount not exceeding in aggregate amount of [currency and amount of advance payment including VAT under the Contract in figures and words] which is equal to the amount of the advance payment under the Contract (hereinafter, the Advance Payment) upon receipt by us at our address set in item 8 of the Guarantee of the first complying demand of the Beneficiary in the form of presentation indicated below, referring to the Guarantee’s number, stating the amount to be paid and stating that the Principal has failed to perform its obligation under the Contract and indicating in what respect the Principal is in breach of its obligation under the Contract, and/or stating that early termination (termination, refusal to perform) of the Contract is in progress according to Contract conditions and/or law applicable under Contract (hereinafter, the “Demand”). Such Demand shall be presented in one of the following form:

(A) in form of electronic message sent via telecommunication system (SWIFT) as stated below.

Presentation of Demand hereunder by means of SWIFT message shall be performed by Beneficiary via Beneficiary’s bank. Beneficiary’s bank shall transfer full content of the Beneficiary’s Demand and confirm authority of the persons signing the Demand on behalf of the Beneficiary.

Presentation of Demand by the Beneficiary via SWIFT message shall be deemed sufficient, authenticated and compliant presentation of Demand under the Guarantee not requiring any further legalization and/or confirmation.

OR

(B) in paper form by sending the hard copy of the Demand signed by authorized representatives of the Beneficiary. Confirmation of authority of the persons signing the Demand on behalf of the Beneficiary shall be performed by means of:

i) relevant SWIFT message from Beneficiary’s bank to the Guarantor on its address set in item 8 hereof, or

ii) Presentation together with the Demand of the signature specimen card for authorized Beneficiary’s representatives, certified by the Beneficiary’s bank or certified by notary,

At request of the Principal we hereby issue our Guarantee (hereinafter, the “Guarantee”), and irrevocably undertake to pay you, unconditionally and irrespective of the validity and the effects of the Contract, any amount not exceeding in aggregate amount of [currency and amount of advance payment including VAT under the Contract in figures and words] which is equal to the amount of the advance payment under the Contract (hereinafter, the Advance Payment) upon receipt by us at our address set in item 8 of the Guarantee of the first complying demand of the Beneficiary in the form of presentation indicated below, referring to the Guarantee’s number, stating the amount to be paid and stating that the Principal has failed to perform its obligation under the Contract and indicating in what respect the Principal is in breach of its obligation under the Contract, and/or stating that early termination (termination, refusal to perform) of the Contract is in progress according to Contract conditions and/or law applicable under Contract (hereinafter, the “Demand”). Such Demand shall be presented in one of the following form:

(A) in form of electronic message sent via telecommunication system (SWIFT) as stated below.

Presentation of Demand hereunder by means of SWIFT message shall be performed by Beneficiary via Beneficiary’s bank. Beneficiary’s bank shall transfer full content of the Beneficiary’s Demand and confirm authority of the persons signing the Demand on behalf of the Beneficiary.

Presentation of Demand by the Beneficiary via SWIFT message shall be deemed sufficient, authenticated and compliant presentation of Demand under the Guarantee not requiring any further legalization and/or confirmation.

OR

(B) in paper form by sending the hard copy of the Demand signed by authorized representatives of the Beneficiary. Confirmation of authority of the persons signing the Demand on behalf of the Beneficiary shall be performed by means of:

i) relevant SWIFT message from Beneficiary’s bank to the Guarantor on its address set in item 8 hereof, or

ii) Presentation together with the Demand of the signature specimen card for authorized Beneficiary’s representatives, certified by the Beneficiary’s bank or certified by notary,

At request of the Principal we hereby issue our Guarantee (hereinafter, the “Guarantee”), and irrevocably undertake to pay you, unconditionally and irrespective of the validity and the effects of the Contract, any amount not exceeding in aggregate amount of [currency and amount of advance payment including VAT under the Contract in figures and words] which is equal to the amount of the advance payment under the Contract (hereinafter, the Advance Payment) upon receipt by us at our address set in item 8 of the Guarantee of the first complying demand of the Beneficiary in the form of presentation indicated below, referring to the Guarantee’s number, stating the amount to be paid and stating that the Principal has failed to perform its obligation under the Contract and indicating in what respect the Principal is in breach of its obligation under the Contract, and/or stating that early termination (termination, refusal to perform) of the Contract is in progress according to Contract conditions and/or law applicable under Contract (hereinafter, the “Demand”). Such Demand shall be presented in one of the following form:

(A) in form of electronic message sent via telecommunication system (SWIFT) as stated below.

Presentation of Demand hereunder by means of SWIFT message shall be performed by Beneficiary via Beneficiary’s bank. Beneficiary’s bank shall transfer full content of the Beneficiary’s Demand and confirm authority of the persons signing the Demand on behalf of the Beneficiary.

Presentation of Demand by the Beneficiary via SWIFT message shall be deemed sufficient, authenticated and compliant presentation of Demand under the Guarantee not requiring any further legalization and/or confirmation.

OR

(B) in paper form by sending the hard copy of the Demand signed by authorized representatives of the Beneficiary. Confirmation of authority of the persons signing the Demand on behalf of the Beneficiary shall be performed by means of:

i) relevant SWIFT message from Beneficiary’s bank to the Guarantor on its address set in item 8 hereof, or

ii) Presentation together with the Demand of the signature specimen card for authorized Beneficiary’s representatives, certified by the Beneficiary’s bank or certified by notary,

At request of the Principal we hereby issue our Guarantee (hereinafter, the “Guarantee”), and irrevocably undertake to pay you, unconditionally and irrespective of the validity and the effects of the Contract, any amount not exceeding in aggregate amount of [currency and amount of advance payment including VAT under the Contract in figures and words] which is equal to the amount of the advance payment under the Contract (hereinafter, the Advance Payment) upon receipt by us at our address set in item 8 of the Guarantee of the first complying demand of the Beneficiary in the form of presentation indicated below, referring to the Guarantee’s number, stating the amount to be paid and stating that the Principal has failed to perform its obligation under the Contract and indicating in what respect the Principal is in breach of its obligation under the Contract, and/or stating that early termination (termination, refusal to perform) of the Contract is in progress according to Contract conditions and/or law applicable under Contract (hereinafter, the “Demand”). Such Demand shall be presented in one of the following form:

(A) in form of electronic message sent via telecommunication system (SWIFT) as stated below.

Presentation of Demand hereunder by means of SWIFT message shall be performed by Beneficiary via Beneficiary’s bank. Beneficiary’s bank shall transfer full content of the Beneficiary’s Demand and confirm authority of the persons signing the Demand on behalf of the Beneficiary.

Presentation of Demand by the Beneficiary via SWIFT message shall be deemed sufficient, authenticated and compliant presentation of Demand under the Guarantee not requiring any further legalization and/or confirmation.

OR

(B) in paper form by sending the hard copy of the Demand signed by authorized representatives of the Beneficiary. Confirmation of authority of the persons signing the Demand on behalf of the Beneficiary shall be performed by means of:

i) relevant SWIFT message from Beneficiary’s bank to the Guarantor on its address set in item 8 hereof, or

ii) Presentation together with the Demand of the signature specimen card for authorized Beneficiary’s representatives, certified by the Beneficiary’s bank or certified by notary.
together with notary certified or certified by the Beneficiary copies of powers of attorney or Beneficiary’s charter, confirming authority of persons to sign the Demand on behalf of the Beneficiary. For the avoidance of doubt the presentation of above-listed documents shall comprise the definitive evidence of the authority of the person signing the Demand on behalf of the Beneficiary, and shall not require additional confirmation of check.

Beneficiary’s statement indicating in what respect the Principal is in breach of its obligation under the Contract may be set in the Demand itself or in a separate document accompanying the Demand. Beneficiary’s statement shall be general in its drafting without the need for the Beneficiary to substantiate its claim or to provide meticulous technical and other details of the breach.

Both in case (A) and case (B) such Demand shall be the final evidence not requiring any further evidence or check that the Principal has failed to perform its obligations under the Contract.

1. The Guarantee is personal to you and not assignable to third party.
2. The obligations of the Guarantor hereunder are limited to [currency and amount in figures and words] and shall expire in full and automatically on [date]; all Demands under the Guarantee must be presented to us on or before the expiry date.
3. The Guarantor undertakes to pay under the Guarantee within 3 (three) working days following the date when the Demand by the Beneficiary is received to the bank details nominated by the Beneficiary in the Demand.
4. The Guarantee comes into force and enters into effect on the date of issuance and is valid and effective till [date] (inclusive).
5. All obligations hereunder are payable solely by the Guarantor [name of the Bank].
7. Any dispute, controversy or claim arising out of or in connection with this Guarantee, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by Arbitration Court in Moscow.
8. Demand presented via SWIFT message according to item (A) hereof shall be sent to the following electronic address: [specify SWIFT code (address) of the Guarantor branch].
   Demand presented in hard copy according to item (B) hereof shall be sent to the following address: [specify address of the Guarantor branch where the Demand shall be sent].
9. Changes and/or additions made to the Contract do not exempt the Guarantor from its obligations undertaken hereunder.
10. The Guarantee is made in Russian and English language. In case of inconsistencies the Russian version shall prevail.

Guarantor's Signatures

Guarantor's Stamp

notarially, вместе с нотариально заверенными или заверенными Бенефициаром копиями доверенностей или устава Бенефициара, подтверждающих полномочия лиц подписывать Требование от имени Бенефициара. Во избежание сомнений предоставление вышеперечисленных документов является окончательным свидетельством полномочий лица, подписывающего Требование от имени Бенефициара, и не требует дальнейших доказательств или проверки.

Заявление Бенефициара с указанием, в чем состоит нарушение обязательства по Договору Принципалом, может содержаться как в самом Требовании, так и в отдельном документе, прилагаемом к Требованию. Содержание такого заявления Бенефициара должно быть предельно общим, без необходимости для Бенефициара обосновывать свое требование или предоставлять детальные технические или иные подробности нарушений.

Как в случае (A), так и в случае (B), такое Требование будет окончательным свидетельством, не требующим дальнейших доказательств или проверки того, что Принципал не выполнил своих обязательств по Договору.

1. Настоящая Гарантия является безотзывной, именной, права на нее не могут быть переданы третьей стороне.
2. Обязательства Гаранта по настоящей Гарантии ограничиваются общей суммой в [валюта и сумма цифрами и словами] и истекают полностью и автоматически [дата]; все Требования по Гарантии должны представляться до или на дату ее истечения.
3. Гарант осуществляет платеж по Гарантии в течение 3 (трех) рабочих дней с даты получения Требования Бенефициара по указанной Бенефициаром в Требовании банковским реквизитам.
4. Гарантия вступает в силу с даты выдачи Гарантии, действует по [дата] (включительно).  
5. Все обязательства по данной Гарантии могут быть удовлетворены только Гарантом [наименование банка].
6. Настоящая Гарантия подчиняется законодательству Российской Федерации и Унифицированным правилам ICC для гарантий по требованию в редакции 2010 года, публикация №758.
7. Любой спор, разногласие или претензия, возникающие из Гарантии или в связи с ней, включая все споры по вопросам ее существования, действительности или прекращения, передаются на рассмотрение в Арбитражный суд г. Москва.
8. Требование, предъявляемое посредством SWIFT (СВИФТ) сообщения в порядке пункта (A) настоящей Гарантии, представляется по следующему электронному адресу: [указать SWIFT код (адрес) отделения Гаранта].
   Требование, предъявляемое на бумажном носителе в порядке пункта (В) настоящей Гарантии, представляется по следующему адресу: [указать адрес отделения Гаранта, куда должны быть предъявлены требования].
9. Изменения и/или дополнения, внесенные в Договор, не освобождают Гаранта от выполнения принятых на себя обязательств по настоящей Гарантии.
10. Настоящая Гарантия составлена на русском и английском языках. В случае разногласий версия на русском языке имеет преимущественную силу.

Подпись Гаранта

Печать Гаранта
Гарантия надлежащего исполнения Договора (банковская гарантия по первому требованию) / Performance Guarantee (First Demand Guarantee)

Бенефициар:

Принципал:

Гарант:

Сумма Гарантии и валюта:

Номер Гарантии:

Дата выдачи:

Дата истечения:

We, the Bank, with our seat at [address], (hereinafter the “Guarantor”), understand that Public Joint-Stock Company “Enel Russia” (PJSC “Enel Russia”) with registered address at 10 Khodyryakova str., Yekaterinburg, 620014, Sverdlovsk Region, Russian Federation (hereinafter, the “Beneficiary”) have entered into a contract No. [number] dated [date] with [company name, OGRN and INN] with registered address at [address] (hereinafter the “Principal”) for [subject of the contract] (hereinafter, the “Contract”).

At request of the Principal we hereby issue our Guarantee (hereinafter, the “Guarantee”), and irrevocably undertake to pay you, unconditionally and irrespective of the validity and the effects of the Contract, any amount not exceeding in aggregate amount of [currency and amount including VAT in figures and words] upon receipt by us at our address set in item 8 of the Guarantee of the first complying demand of the Beneficiary in the form of presentation indicated below, referring to the Guarantee’s number, stating the amount to be paid and stating that the Principal has failed to perform its obligation under the Contract and indicating in what respect the Principal is in breach of its obligation under the Contract, and/or stating that early termination (termination, refusal to perform) of the Contract is in progress according to Contract conditions and/or law applicable under Contract (hereinafter, “Demand”). Such Demand shall be presented in one of the following form:

(A) in form of electronic message sent via telecommunication system (SWIFT) as stated below.

Presentation of Demand hereunder by means of SWIFT message shall be performed by Beneficiary via Beneficiary’s bank. Beneficiary’s bank shall transfer full content of the Beneficiary’s Demand and confirm authority of the persons signing the Demand on behalf of the Beneficiary.

Presentation of Demand by the Beneficiary via SWIFT message shall be deemed sufficient, authenticated and compliant presentation of Demand under the Guarantee not requiring any further legalization and/or confirmation.

OR

(B) in paper form by sending the hard copy of the Demand signed by authorized representatives of the Beneficiary. Confirmation of authority of the persons signing the Demand on behalf of the Beneficiary shall be performed by means of:

i) relevant SWIFT message from Beneficiary’s bank to the Guarantor on its address set in item 8 hereof, or

ii) presentation together with the Demand of the signature specimen card for authorized Beneficiary’s representatives, certified by the Beneficiary’s bank or certified by notary, together with notary certified or certified by the Beneficiary's bank or certified by notary, or

The Bank shall, at the Beneficiary’s request, confirm authority of the persons signing the Demand on behalf of the Beneficiary.

In case of receipt of a Demand hereunder, we will immediately forward the Demand to the applicable Beneficiary’s bank, and Beneficiary’s bank shall transfer full content of the Demand to the applicable Guarantor's bank.

The Beneficiary is authorized to present Demand in one of the following forms:
copies of powers of attorney or Beneficiary’s charter, confirming authority of persons to sign the Demand on behalf of the Beneficiary. For the avoidance of doubt the presentation of above-listed documents shall comprise the definitive evidence of the authority of the person signing the Demand on behalf of the Beneficiary, and shall not require additional confirmation of check.

Beneficiary’s statement indicating in what respect the Principal is in breach of its obligation under the Contract may be set in a Demand itself or in a separate document accompanying the Demand. Beneficiary’s statement shall be general in its drafting without the need for the Beneficiary to substantiate its claim or to provide meticulous technical and other details of the breach.

Both in case (A) and case (B) such Demand shall be the final need for the Beneficiary to substantiate its claim or to provide meticulous technical and other details of the breach.

1. The Guarantee is personal to you and not assignable to third party.
2. The obligations of the Guarantor hereunder are limited to [currency and amount in figures and words] and shall expire in full and automatically on [date]; all Demands under the Guarantee must be presented to us on or before the expiry date.
3. The Guarantor undertakes to pay under the Guarantee within 3 (three) working days following the date when the Demand by the Beneficiary is received to the bank details nominated by the Beneficiary in the Demand.
4. The Guarantee comes into force and enters into effect on the date of issuance and is valid and effective till [date] (inclusive).
5. All obligations hereunder are payable solely by the Guarantor [name of the Bank].
7. Any dispute, controversy or claim arising out of or in connection with this Guarantee, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by Arbitration Court in Moscow.
8. Demand presented via SWIFT message according to item (A) hereof shall be sent to the following electronic address: [specify SWIFT code (address) of the Guarantor branch].
9. Changes and/or additions made to the Contract do not exempt the Guarantor from its obligations undertaken hereunder.
10. The Guarantee is made in Russian and English language. In case of inconsistencies the Russian version shall prevail.

Guarantor's Signatures
Guarantor's Stamp

Заявление Бенефициара с указанием, в чем состоит нарушение обязательства по Договору Принципалом, может содержаться как в самом Требовании, так и в отдельном документе, прилагаемом к Требованию. Содержание такого заявления Бенефициара должно быть предельно общим, без необходимости для Бенефициара обосновывать свое требование или предоставлять детальные технические или иные подробности нарушений.

Как в случае (А), так и в случае (В), такое Требование будет окончательным свидетельством, не требующим дальнейших доказательств или проверки того, что Принципал не выполнил своих обязательств по Договору.

1. Настоящая Гарантия является безотзывной, именной, права на нее не могут быть переданы третьей стороне.
2. Обязательства Гаранта по настоящей Гарантии ограничиваются общей суммой в [валюта и сумма цифрами и словами] и истекают полностью и автоматически [дата]; все Требования по Гарантии должны представляться до или на дату ее истечения.
3. Гарант осуществляет платеж по Гарантии в течение 3 (трех) рабочих дней с даты получения Требования Бенефициара по указанному Бенефициаром в Требовании банковским реквизитам.
4. Гарантия вступает в силу с даты выдачи Гарантии, действует по [дата] (включительно).
5. Все обязательства по данной Гарантии могут быть удовлетворены только Гарантом [наименование банка].
6. Настоящая Гарантия подчиняется законодательству Российской Федерации и Унифицированным правилам ICC для Гарантий по требованию в редакции 2010 года, публикация №758.
7. Любая спор, разногласие или претензия, возникающие из Гарантии или в связи с ней, включая все споры по вопросам ее существования, действительности или прекращения, передаются на рассмотрение в Арбитражный суд г. Москвы.
8. Требование, предъявляемое посредством SWIFT (СВИФТ) сообщения в порядке пункта (А) настоящей Гарантии, представляется по следующему электронному адресу: [указать SWIFT код (адрес) отделения Гаранта].
9. Требование, предъявляемое на бумажном носителе в порядке пункта (B) настоящей Гарантии, представляется по следующему адресу: [указать адрес отделения Гаранта, куда должно быть предъявлено требование].
10. Изменения и/или дополнения, внесенные в Договор, не освобождают Гаранта от выполнения принятых на себя обязательств по настоящей Гарантии.

Приложение № 4 к Приложению для России/
Гарантия гарантийного периода (банковская garantия по первому требованию) / Warranty Period Guarantee (First Demand Guarantee)

Beneficiary: Бенефициар:
Principal: Принципал:
Guarantor: Гарант:
Guarantee amount and currency: Сумма Гарантии и валюта:
Issuance date: Дата выдачи:
Expiry date: Дата истечения:

We, the Bank, with our seat at [address] (hereinafter the “Guarantor”), understand that Public Joint-Stock Company “Enel Russia” (PJSC “Enel Russia”) with registered address at 10 Khobyryakova str., Yekaterinburg, 620014, Sverdlovsk Region, Russian Federation (hereinafter, the "Beneficiary") have entered into a contract No. [Number] dated [date] with [company name, OGRN and INN] with registered address at [address] (hereinafter the "Principal") for [subject of the contract] (hereinafter, the "Contract").

At request of the Principal we hereby issue our Guarantee (hereinafter, the “Guarantee”), and irrevocably undertake to pay to you, unconditionally and irrespective of the validity and the effects of the Contract, any amount not exceeding in aggregate amount of [currency and amount including VAT in figures and words] upon receipt by us at our address set in item 8 of the Guarantee of the first complying demand of the Beneficiary in the form of presentation indicated below, referring to the Guarantee’s number, stating the amount to be paid and stating that the Principal has failed to perform its warranty obligation under the Contract and indicating in what respect the Principal is in breach of such obligation under the Contract, and/or stating that early termination (termination, refusal to perform) of the Contract is in progress according to Contract conditions and/or law applicable under Contract (hereinafter, “Demand”). Such Demand shall be presented in one of the following form:

(A) in form of electronic message sent via telecommunication system (SWIFT) as stated below.

Presentation of Demand hereunder by means of SWIFT message shall be performed by Beneficiary via Beneficiary’s bank. Beneficiary’s bank shall transfer full content of the Beneficiary’s Demand and confirm authority of the persons signing the Demand on behalf of the Beneficiary.

(B) in paper form by sending the hard copy of the Demand signed by authorized representatives of the Beneficiary. Confirmation of authority of the persons signing the Demand on behalf of the Beneficiary shall be performed by means of:

i) relevant SWIFT message from Beneficiary’s bank to the Guarantor on its address set in item 8 hereof, or

ii) presentation together with the Demand of the signature specimen card for authorized Beneficiary’s representatives, certified by the Beneficiary’s bank or certified by notary, together with notary certified or certified by the Beneficiary copies of powers of attorney or Beneficiary’s charter, confirming authority of persons to sign the Demand on behalf of Beneficiary.

Po просьбе Принципала мы выставляем настоящую garantию (далее «Гарантия») и безотзывно обязуемся уплатить, безусловно и независимо от действительности и выполнения Договора, Бенефициару любую сумму в пределах [валюта и сумма с НДС цифрами и словами] по получении нами по нашему адресу, указанному в пункте 8 Гарантии, первого надлежащего требования Бенефициара в указанной ниже форме, имеющего ссылку на номер Гарантии, указывающего сумму, которая должна быть выплачена, и утверждающего, что Принципал не исполнил гарантийное обязательство по Договору с указанием, в чем состоит нарушение такого обязательства по Договору Принципалом, и/или что имеет место досрочное расторжение (предъявление, отказ от исполнения) Договора в соответствии с условиями Договора и/или применимым по Договору правом (далее “Требование”), предъявленное в соответствии с условиями настоящей Гарантии одним из следующих способов:

(A) посредством направления электронного сообщения с использованием телекоммуникационной системы SWIFT (СВИФТ), как указано ниже.

Предъявление Требования по настоящей Гарантии посредством SWIFT (СВИФТ) сообщения осуществляется Бенефициаром через банк Бенефициара. Банк Бенефициара должен передать полное содержание Требования Бенефициара и подтвердить полномочия лиц, подписывающих Требование от имени Бенефициара.

Предъявление Бенефициаром Требования посредством SWIFT (СВИФТ) сообщения является достаточным, аутентифицированным и надлежащим предъявлением Требования по Гарантии, не требующим какой-либо дальнейшей легализации и/или подтверждения;

ИЛИ

(B) посредством направления письменного Требования на бумажном носителе, подписанного уполномоченными лицами Бенефициара. Подтверждение полномочий лиц, подписавших Требование от имени Бенефициара, осуществляется путем:

i) направления банком Бенефициара соответствующего SWIFT (СВИФТ) сообщения Гаранту по адресу, указанному в пункте 8 настоящей Гарантии, или

ii) представления вместе с Требованием копии карточки образцов подписей уполномоченных лиц Бенефициара, заверенной банком Бенефициара, или удостоверенной нотариально, вместе с нотариально заверенными или заверенными Бенефициаром копиями доверенностей или устава Бенефициара, подтверждающих полномочия лиц
of the Beneficiary. For the avoidance of doubt the presentation of above-listed documents shall comprise the definitive evidence of the authority of the person signing the Demand on behalf of the Beneficiary, and shall not require additional confirmation of check.

Beneficiary’s statement indicating in what respect the Principal is in breach of its obligation under the Contract may be set in the Demand itself or in a separate document accompanying the Demand. Beneficiary’s statement shall be general in its drafting without the need for the Beneficiary to substantiate its claim or to provide meticulous technical and other details of the breach.

Both in case (A) and case (B) such Demand shall be the final evidence not requiring any further evidence or check that the Principal has failed to perform its obligations under the Contract.

1. The Guarantee is personal to you and not assignable to third party.
2. The obligations of the Guarantor hereunder are limited to [currency and amount in figures and words] and shall expire in full and automatically on [date]; all Demands under the Guarantee must be presented to us on or before the expiry date.
3. The Guarantor undertakes to pay under the Guarantee within 3 (three) working days following the date when the Demand by the Beneficiary is received to the bank details nominated by the Beneficiary in the Demand.
4. The Guarantee comes into force and enters into effect on the date of issuance and is valid and effective till [date] (inclusive).
5. All obligations hereunder are payable solely by the Guarantor [name of the Bank].
7. Any dispute, controversy or claim arising out of or in connection with this Guarantee, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by Arbitration Court in Moscow.
8. Demand presented via SWIFT message according to item (A) hereof shall be sent to the following electronic address: [specify SWIFT code (address) of the Guarantor branch]. Demand presented in hard copy according to item (B) hereof shall be sent to the following address: [specify address of the Guarantor branch where the Demand shall be sent].
9. Changes and/or additions made to the Contract do not exempt the Guarantor from its obligations undertaken hereunder.
10. The Guarantee is made in Russian and English language. In case of inconsistencies the Russian version shall prevail.

Guarantor's Signatures
Guarantor's Stamp

The Guarantee is personal to you and not assignable to third party.

Changes and/or additions made to the Contract do not exempt the Guarantor from its obligations undertaken hereunder.

The Guarantee is made in Russian and English language. In case of inconsistencies the Russian version shall prevail.

Guarantor's Signatures
Guarantor's Stamp

End of the form/Конец формы
ФОРМЫ АКТОВ/ FORMS OF ACTS

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<tr>
<th>ФОРМЫ АКТОВ</th>
<th>FORMS OF ACTS</th>
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<tbody>
<tr>
<td>- Акт приемки выполненных работ формы № КС-2,</td>
<td>- Works Acceptance Certificate (KC-2 form),</td>
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<tr>
<td>- Справка о стоимости выполненных работ формы № КС-3,</td>
<td>- Statement on the Completed Works Cost (KC-3),</td>
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<td>- Акт о приеме-сдаче отремонтированных, реконструированных, модернизированных объектов основных средств унифицированной формы № ОС-3,</td>
<td>- Delivery-acceptance certificate for the repaired, restructured, modernized fixed assets facilities (OS-3 form),</td>
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<tr>
<td>- Акт передачи материалов и запасных частей Заказчиком Подрядчику формы № М-15;</td>
<td>- Act of transfer of materials and spare parts (M-15 form).</td>
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<tr>
<td>- Итоговый акт сдачи-приемки всех работ по Договору.</td>
<td>- Final acceptance certificate,</td>
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Унифицированная форма N КС-2

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<th>Код</th>
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<td>Инвестор (организация, адрес, телефон, факс) по ОКПО</td>
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<td>Заказчик (Генподрядчик) по ОКПО (организация, адрес, телефон, факс)</td>
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<td>Вид деятельности по ОКДП</td>
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<td>Договор подряда (контракт) номер</td>
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<td>Вид операции</td>
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АКТ О ПРИЕМКЕ ВЫПОЛНЕННЫХ РАБОТ

Сметная (договорная) стоимость в соответствии с договором подряда(субподряда) ___________________________ руб.
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<th>Номер</th>
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<th>Номер единичной расценки</th>
<th>Единица измерения</th>
<th>Выполнено работ</th>
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</table>

и т.д.

Итого

Всего по акту

Сдал ____________________________ (должность)  ____________________________ (подпись)  ____________________________ (расшифровка подписи)

М.П.

Принял ____________________________ (должность)  ____________________________ (подпись)  ____________________________ (расшифровка подписи)
### Справка о стоимости выполненных работ и затрат

<table>
<thead>
<tr>
<th>Номер по порядку</th>
<th>Наименование пусковых комплексов, этапов, объектов, видов выполненных работ, оборудования, затрат</th>
<th>Код</th>
<th>Стоимость выполненных работ и затрат, руб.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
<td>с начала проведения работ</td>
</tr>
<tr>
<td>1</td>
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Всего работ и затрат, включаемых в стоимость работ
в том числе:

<table>
<thead>
<tr>
<th>Итого</th>
</tr>
</thead>
<tbody>
<tr>
<td>Сумма НДС</td>
</tr>
<tr>
<td>Всего с учетом НДС</td>
</tr>
</tbody>
</table>

### Утверждаю учетной политикой

Инвестор

Заказчик (Генподрядчик)

Подрядчик (Субподрядчик)

Стройка

Вид деятельности по ОКДП

Договор подряда (контракт)

Вид операции

Сотрудники:

Заказчик (Генподрядчик)

Подрядчик (Субподрядчик)

М.П.
<table>
<thead>
<tr>
<th>Номер по порядку</th>
<th>Объект основных средств</th>
<th>Номер инвентарного паспорта</th>
<th>Номер заводской паспорта</th>
<th>Восстановительная стоимость (остаточная стоимость), руб.</th>
<th>Фактический срок эксплуатации</th>
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<td>2</td>
<td>3</td>
<td>4</td>
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1. Сведения о состоянии объектов основных средств на момент передачи в ремонт, на реконструкцию, модернизацию

2. Сведения о затратах, связанных с ремонтом, реконструкцией, модернизацией объектов основных средств

Заключение комиссии:

Предусмотренные работы договором (заказом):

По окончании работ:

Продолжительность работ:

Оборотная сторона формы № ОС-3

УТВЕРЖДАЮ

Руководитель

(должность)  (подпись)  (расшифровка подписи)

20 г.
На основании:

Организация по ОКПО

Основание:

Кому

Дата составления

Отправитель

Структурное подразделение

Вид деятельности

Получатель

Структурное подразделение

Вид деятельности

Ответственный за поставку

Коды

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<th>Отправитель</th>
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<th>вида деятельнос ти</th>
<th>Получатель</th>
<th>структурное подразделение</th>
<th>вида деятельности</th>
<th>Ответственный за поставку</th>
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<th>Материальные ценности</th>
<th>Единица измерения</th>
<th>Количество</th>
<th>Цена, руб., коп</th>
<th>Сумма без учета НДС, руб., коп</th>
<th>Сумма НДС, руб., коп</th>
<th>Всего с учетом НДС, руб., коп</th>
<th>Номер</th>
<th>Порядковый номер записи по складской карточке</th>
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<th>руб., коп</th>
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</table>
ИТОГОВЫЙ АКТ СДАЧИ-ПРИЕМКИ ВСЕГО ОБЪЕМА РАБОТ
ПО ДОГОВОРУ №_________ ОТ ____________
г. ____________ «____» _______ 201__ г.

Публичное акционерное общество «Энел Россия» (ПАО «Энел Россия»), именуемое в дальнейшем «Заказчик», в лице __________________, действующего на основании ____________________, с одной стороны, и ____________________, именуемое в дальнейшем «Подрядчик», в лице ___________________, действующего на основании _____________, с другой стороны, совместно именуемые «Стороны», а по отдельности – «Сторона», в порядке пункта __ Договора подряда № _________ от _______________ (далее – «Договор»), подписали настоящий итоговый Акт сдачи-приемки всех выполненных Работ по Договору (далее – «Акт») о нижеследующем:

1. Настоящим Стороны подтверждают, что Подрядчик выполнил свои обязательства по Договору надлежащим образом, в полном объеме, в соответствии с условиями Договора, Приложениями и Дополнениями к нему.

2. Настоящий Акт подтверждает итоговую сдачу-приемку всего объема работ Подрядчика по Договору.

3. На момент подписания настоящего Акта Заказчик не имеет претензий к качеству выполненных Подрядчиком работ по Договору.

4. Во избежание сомнений, Стороны подтверждают, что Гарантийный период согласно п. __ Договора, продолжительностью ___ (_________) месяцев в отношении результата выполненных работ по Договору, начинается со дня подписания настоящего Акта обеими Сторонами.

5. ЕСЛИ ПРИМЕНЯЕТСЯ: Настоящий Акт является основанием для выплаты Заказчиком Подрядчику суммы Гарантийных удержаний в полном объеме в порядке и на условиях, определенных Договором.

6. ЕСЛИ ПРИМЕНЯЕТСЯ: К настоящему Акту, в качестве Приложения № 1, приложен перечень незначительных замечаний (недоделок, дефектов), не влияющих на возможность эксплуатации Заказчиком Объекта по назначению. Подрядчик обязуется устранить данные незначительные замечания в срок до «___» _______ 201__ г., в противном случае Заказчик будет иметь право устранить замечания самостоятельно ли с силами третьих привлеченных лиц с компенсацией соответствующих затрат за счет Подрядчика / за счет банковской Гарантии обеспечения гарантийных обязательств. Во избежание сомнений данные замечания не являются основанием для отказа в выплате Заказчиком Гарантийных удержаний, как это предусмотрено Договором.

7. Настоящий Акт подписан в двух оригинальных экземплярах, по одному для каждой из Сторон.

8. ЕСЛИ ПРИМЕНЯЕТСЯ: К настоящему Акту в качестве неотъемлемой части прилагается: Приложение № 1. Перечень замечаний (недоделок, дефектов), подлежащих устранению Подрядчиком.

Подписи:
Заказчик: ____________________________
Подрядчик: ____________________________

М.П. ____________________________
М.П. ____________________________

Конец формы