

ESCROW AGREEMENT

This Escrow Agreement (“Agreement”) is made and entered into as of [●], 2015 by and between:

1. Republic of Maldives, acting through the Ministry of Environment and Energy (“Maldives”);
2. [●], [a limited liability company] organized and existing under the laws of [●] with its principal business address as [●] (“Seller”);
3. State Electricity Company Limited, a company incorporated and existing under the laws of Maldives (“STELCO”); and
4. [●], a national banking association duly constituted in accordance with the laws of [●], and carrying on the business of banking in [●] as a scheduled commercial bank, and having an office at [●] and acting for the purposes of this Agreement through its branch office in [●] at [●] (“Escrow Agent”).

WHEREAS:

- A. The Government, with support from the Strategic Climate Fund and International Development Association, has initiated a programme called Accelerating Sustainable Private Investment in Renewable Energy for inviting private sector generators to develop roof top solar PV (defined herein below) projects in Maldives on DBFOOT (i.e. design, build, finance, own, operate and transfer) basis. The electrical energy generated from such projects is proposed to be purchased by Government owned utilities under long term power purchase agreements.
- B. The Government invited bids from interested independent power producers, *vide* a RFP (as defined in the PPA), dated [●] for setting up rooftop solar power projects on Government owned buildings identified and procured by it.
- C. The Seller submitted a Proposal (as defined in the PPA) in response to the RFP. The Seller has been selected by the Government *vide* [Letter of Acceptance] dated [●] to develop a roof top solar PV power project. Accordingly, in accordance with the terms of the RFP and Letter of Acceptance, the Seller has entered into a power purchase agreement (“PPA”) with STELCO for sale and purchase of the Electric Energy generated from the Project (as defined in the PPA).
- D. The Government also proposes to support the Project, the details of which have been detailed in a separate Implementation Agreement (as defined in the PPA), setting forth mutual rights and obligations of the Seller and the Government, executed between the Seller and Maldives, dated [●].
- E. The Seller has also entered into long term Roof Lease Agreements (as defined in the PPA) (co-terminus with the Contract Term (as defined in the PPA) with the Government or Government-owned entities for taking over on lease the Sites on which the Project shall be established.
- F. Maldives has undertaken to fund an escrow account that shall be maintained to provide payment security to the Seller for the Electric Energy sold by the Seller to STELCO, which account will be replenished by STELCO (as necessary) in the event of a drawdown.

G. The Parties therefore are entering into this Agreement to appoint the Escrow Agent as escrow agent for the purpose of accepting the financial support and keeping the same as an agent to be released to the Seller in accordance with the terms hereof.

NOW, THEREFORE, in consideration of the mutual promises and covenants of each Party to the other contained in this Agreement and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1

DEFINITIONS AND INTERPRETATIONS

1.1. Definitions

In this Agreement, unless the context otherwise requires, any term defined in Article 1.1 of the PPA but not defined herein shall have throughout this Agreement the meaning set forth against that term in the PPA, and the following words and expressions shall have the following meanings:

“**Agreement**” has the meaning set forth in the Preamble hereof.

“**Authorised Representative**” means the persons set out in Schedule 1, as may be amended in accordance with Article 4.9 hereof.

“**Deficiency Notice**” means the notice in the form substantially set out in Exhibit – E hereof.

“**Enforceable Order**” means, in relation to the Escrow Amount held by the Escrow Agent under this Agreement at the relevant time, an order, judgment or decree relating to the Project ordering the release of the Escrow Amount or any portion thereof to a Party, accompanied by a legal opinion satisfactory to the Escrow Agent given by counsel for the Party requesting such release to the effect that such order, judgment or decree represents a final, non-appealable adjudication of the rights of the Parties by a court of competent jurisdiction.

“**Escrow Account**” has the meaning set forth in Article 3 hereof.

“**Escrow Agent**” has the meaning set forth in the Preamble hereof.

“**Escrow Amount**” means Dollars [●] (\$ [●]).

“**Execution Date**” means [●].

“**Government**” has the meaning set forth in the Preamble hereof.

“**Loss**” has the meaning ascribed to the term in Article 7.2.

“**Notice of Drawdown**” means the notice in the form substantially set out in Exhibit – D hereof.

“**Parties**” means collectively the Government, the Seller, STELCO and the Escrow Agent; and “**Party**” shall mean any one of them.

“**PPA**” has the meaning set forth in Recital C hereof.

“**Receipt Notice**” means the notice in the form substantially set out in Exhibit – A hereof.

“**Release Notice**” means the notice in the form substantially set out in Exhibit – B hereof.

“**Replenishment Failure Notice**” means the notice in the form substantially set out in Exhibit – G hereof.

“**Resignation Notice**” has the meaning set forth in Article 6.2 hereof.

“**Seller**” has the meaning set forth in the Preamble hereof.

“**Seller’s Designated Account**” means the account mentioned in Schedule 2 hereof.

“**STELCO**” has the meaning set forth in the Preamble hereof.

“**STELCO Failure Notice**” means the notice in the form substantially set out in Exhibit – F hereof.

1.2. Interpretations

In this Agreement:

- (a) any reference to any statute or statutory provision shall include:
 - i. all subordinate legislation made from time to time under that provision (whether or not amended, modified, re-enacted or consolidated);
 - ii. such provision as from time to time amended, modified, re-enacted or consolidated (whether before or after the date of this Agreement) and (to the extent liability thereunder may exist or can arise) shall include any past statutory provision (as from time to time amended, modified, re-enacted or consolidated), which the provision referred to has directly or indirectly replaced;
- (b) reference to any Party under this Agreement shall also include its successors, administrators, legal representatives, and permitted assigns as the case may be;
- (c) heading to Articles and paragraphs are for information only, and shall not form part of the operative provisions of this Agreement and be ignored in construing the same;
- (d) references to Articles and schedules are to Articles and schedules to this Agreement. All of these form part of the operative provisions of this Agreement and references to this Agreement shall, unless the context otherwise requires, include references to the Articles and schedules;
- (e) unless the contrary is expressly stated, no Article in this Agreement limits the extent or application of another Article;
- (f) any reference to books, files, records or other information or any of them means books, files, records or other information or any of them in any form or in whatever medium held including paper, electronically stored data, magnetic media, film and microfilm;
- (g) “in writing” includes any communication made by letter or facsimile;

- (h) the words “*include*”, “*including*”, “*inter alia*” and “*in particular*” shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words;
- (i) the words “*directly or indirectly*” mean directly or indirectly through one or more intermediary persons or through contractual or other legal arrangements, and “direct or indirect” shall have the correlative meanings;
- (j) the expression “*this Article*” shall, unless followed by reference to a specific provision, be deemed to refer to the whole Article (not merely the sub-Article, paragraph or other provision) in which the expression occurs;
- (k) the terms ‘*hereof*’, ‘*herein*’, ‘*hereby*’, ‘*hereto*’ and derivative or similar words shall, unless followed by a reference to a specific provision of the Agreement, be deemed to refer to this entire Agreement;
- (l) when any number of Days are prescribed in this Agreement, same shall be reckoned exclusively of the first and inclusively of the last Day, unless the last day does not fall on a Business Day, in which case the last Day shall be the next succeeding day which is a Business Day;
- (m) time is of the essence in the performance of the Parties’ respective obligations. If any time period specified herein is extended, such extended time shall also be of the essence;
- (n) a reference to any agreement is a reference to that agreement and all schedules, appendices and the like incorporated therein, as the same may be amended, modified, supplemented, waived, varied, added to, substituted, replaced, renewed or extended from time to time;
- (o) all provisions of this Agreement shall be interpreted and construed in accordance with their meanings, and not strictly for or against either Party, regardless of which Party may have drafted this Agreement or a specific provision;
- (p) grammatical variations of defined words shall be construed in accordance with the relevant definition(s);
- (q) references to the singular number shall include references to the plural number and vice versa; and
- (r) words denoting one gender shall include all genders.

ARTICLE 2
APPOINTMENT OF ESCROW AGENT

Maldives, the Seller and STELCO hereby jointly designate and appoint the Escrow Agent as the escrow agent for the purposes, and to act in conformity with the terms and conditions, of this Agreement. The Escrow Agent hereby accepts such appointment and agrees to act as an escrow agent hereunder and to perform such acts and to undertake such obligations as are ascribed to it hereunder strictly in accordance with the terms and conditions of this Agreement.

ARTICLE 3
ESTABLISHMENT OF THE ESCROW ACCOUNT BY THE ESCROW AGENT

Upon execution of this Agreement, the Escrow Agent shall establish an account in the name of the Maldives, for the purpose of the execution of its responsibilities hereunder, which shall be a special segregated and irrevocable cash and retention account, bearing # _____ (the "Escrow Account") at [*insert name of the bank*], [*insert name and address of the branch*], that shall be maintained at all times until termination of this Agreement. The Escrow Account shall be an interest bearing account and shall bear interest at the rate of [*insert calculation of the interest rate*]. The Escrow Agent shall not have any lien on or be entitled to assert a general claim whether by way of set off or otherwise, on or against, the Escrow Amount or interest thereon in the Escrow Account.

ARTICLE 4
OPERATION OF THE ESCROW ACCOUNT AND ESCROW AGENT'S DUTIES AND OBLIGATIONS

- 4.1. Within forty five (45) Business Days of the Execution Date, Maldives shall effect a wire transfer payable to the Escrow Account for an amount equal to the Escrow Amount. Upon receipt of the Escrow Amount in the Escrow Account, the Escrow Agent shall inform and confirm to the Seller, STELCO, and Maldives, with a copy to the World Bank, the receipt of the Escrow Amount by issuing a Receipt Notice.
- 4.2. The Parties agree and acknowledge that no instruction shall be given to the Escrow Agent (by whatever name called) which is not contemplated by or which is contrary to or inconsistent with this Agreement; and, in the event of any such instructions being given, the same shall be null and void and the Escrow Agent shall not act upon, and shall ignore, such instructions and continue to comply with the provisions of this Agreement. The Escrow Agent shall not incur any liability and shall not be liable for any loss or damage to any person whomsoever consequent to the Escrow Agent not acting upon, and ignoring, any such instruction which is not contemplated by or which is contrary to or inconsistent with this Agreement.
- 4.3. The Escrow Agent may only release the Escrow Amount (or part thereof) in accordance with (a) a Release Notice delivered in accordance with Article 4.4 below; or (b) an Enforceable Order as set forth in Article 4.7, or pursuant to Article 5.5 below.
- 4.4. To effect a drawdown of the Escrow Amount or a portion thereof the Seller shall deliver a Release Notice, together with the accompanying documents referred to in the second sentence of this Article 4.4, to the Escrow Agent during normal business hours, with copies to STELCO, the Maldives and the World Bank, notifying that STELCO has failed to pay the undisputed amount of an Invoice on or before the forty-fifth (45th) day from the receipt of the Invoice by STELCO, and stating the amount of such undisputed amount of the Invoice. The Release Notice shall be accompanied by: (i) a certified true copy of the Invoice; (ii) a certified true copy of the bank statements of the Seller showing the bank balances and transactions in the immediately preceding three (3) calendar months; and (iii) a certificate in the format set forth in Exhibit C hereof signed by the Authorised Representative of the Seller that the amount under the Invoice claimed pursuant to the Release Notice has not been disputed by STELCO to the best of the knowledge of the Seller. Upon receipt of the Release Notice and accompanying documents referred to in this Article 4.4, the Escrow Agent shall transfer such portion of the Escrow Amount as is equal to the amount indicated in the Release Notice to the Seller's Designated Account immediately and in any event, no later than two (2) Business Days following receipt of the Release Notice. The Escrow Agent shall send a Notice of Drawdown to STELCO, Maldives, the Seller and the World Bank promptly upon the transfer of the amount to the Seller pursuant to the Release Notice.
- 4.5. Any payment by the Escrow Agent under this Agreement will be made without any deduction or withholding for or on account of any tax unless such deduction or withholding is required by Applicable Law. If the Escrow Agent is required by law to make a deduction or withholding, it will not pay an additional amount in respect of that deduction or withholding to the relevant Party.
- 4.6. Any written instruction that is required to be given by any Party under this Agreement shall be signed by an Authorised Representative of such Party, respectively.
- 4.7. The Escrow Agent shall promptly upon receipt of an Enforceable Order with respect to the Escrow Amount or any portion thereof (and in any event, no later than two (2) Business Days following any such receipt), release such Escrow Amount or portion thereof, in accordance with such Enforceable Order.

- 4.8. In the event that the amount in the Escrow Account is less than the Escrow Amount, the Escrow Agent shall deliver a Deficiency Notice to STELCO and Maldives, with a copy to the Seller and the World Bank. Upon receipt of such Deficiency Notice, STELCO shall effect a wire transfer payable to the Escrow Account for an amount equal to the difference between the Escrow Amount and the balance in the Escrow Account as stated in the Deficiency Notice, no later than five (5) Days from the receipt of the Deficiency Notice. In the event that STELCO does not transfer the amount referred to in this Article 4.8 as above, the Escrow Agent shall send a STELCO Failure Notice to the Seller, STELCO, Maldives, and the World Bank. Upon receipt of the STELCO Failure Notice, Maldives shall transfer the amount referred to in this Article 4.8 to the Escrow Account, within twenty (20) Days thereafter. In the event that, Maldives does not transfer said amount as aforesaid, the Escrow Agent shall promptly and in no event later than two (2) Business Days send a Replenishment Failure Notice to the Seller, STELCO, Maldives and World Bank.
- 4.9. Each of the Seller, STELCO and Maldives undertake to give the Escrow Agent five (5) Business Days' notice in writing of any change to its Authorised Representatives, and in the case of the Seller, of any change to the Seller's Designated Account, in each case giving the details specified in Schedule 1 and Schedule 2, as applicable. Any change in Authorised Representatives and/ or Seller's Designated Account shall take effect upon the expiry of such five (5) Business Days' notice.

ARTICLE 5 ESCROW AGENT

To induce the Escrow Agent to act hereunder, it is further agreed by the Parties that:

- 5.1. the Escrow Agent shall be required to exercise the same degree of care that it gives to its own similar property;
- 5.2. the Escrow Agent shall not be bound by the provisions of any agreement between the Parties or any of them except this Agreement and any instructions delivered in accordance with the terms of this Agreement;
- 5.3. without prejudice to the provisions of this Agreement, the Escrow Agent shall not be obliged (a) to verify the genuineness or authenticity of the documents accompanying the Release Notice, except any *prima facie* error apparent on the face of record; or (b) to act on any communication (including, for the avoidance of doubt, any instruction/ Release Notice) received by it under this Agreement:
 - (i) if it is unable to verify any signature on the communication against the specimen signature provided for the relevant Authorised Representative hereunder; or
 - (ii) any communication, whether received by facsimile or in original, is illegible, unclear, incomplete, garbled, erroneous, ambiguous or contradictory to the terms hereof or any other communication;
- 5.4. the Escrow Agent shall be entitled to rely upon any order, judgment, decree, certification, demand, notice, or other written instrument including for the avoidance of doubt any Enforceable Order or instruction delivered to it hereunder without being required to determine the authenticity or the correctness of any fact stated therein or validity or the service thereof or the completeness thereof either by itself or in conjunction with any other document. The Escrow Agent may act in reliance upon any instrument or signature reasonably believed by it to be genuine and may assume that any person purporting to give receipt or advice or make any statement or execute any document in connection with the provisions hereof has been duly authorised to do so ;
- 5.5. in the event of any disagreement between the Parties (other than the Escrow Agent) resulting in adverse claims or demands being made in connection with the Escrow Amount, or in the event that the Escrow Agent in good faith is in doubt as to what action it should take hereunder, the Escrow Agent shall be entitled, at its sole discretion, to retain the Escrow Amount and refuse to comply with any claims, demands or instructions with respect to the Escrow Amounts so long as such disagreement, dispute or conflict shall continue. The Escrow Agent shall not be or become liable in any way to any of the Parties for failure or refusal to comply with such conflicting claims, demands or instructions, until: (a) the Escrow Agent is required to release the Escrow Amount in accordance with Article 4.7; or (b) the Escrow Agent shall have received security or an indemnity satisfactory to it sufficient to hold it harmless from and against any and all losses which it may incur by reason of so acting.
- 5.6. the Escrow Agent may disclose information relating to the Parties to and between branches, subsidiaries, representative offices, affiliates and agents of Escrow Agent, wherever situated, for the provision of any service and for data processing, statistical and risk analysis purposes, provided that the Escrow Agent shall ensure that all the relevant parties receiving the information described in this clause agree to be bound by the confidentiality obligations substantially similar with those between the relevant parties and the Escrow Agent.

ARTICLE 6
REPLACEMENT OF ESCROW AGENT

- 6.1.** The Parties (other than the Escrow Agent) may, at any time with the approval of the World Bank, replace the Escrow Agent with a commercial bank by giving written notice to such effect, and the details of a successor Escrow Agent, to the Escrow Agent. The replacement of the Escrow Agent shall take effect on the date of the appointment of a successor Escrow Agent. Within forty five (45) Days of receipt of such notice and details, the Escrow Agent shall transfer the Escrow Amount to the successor Escrow Agent.
- 6.2.** If the Escrow Agent is unwilling or becomes unavailable to act as Escrow Agent, it may resign by giving written notice (“Resignation Notice”) to such effect to the Parties. On receipt of a Resignation Notice from the Escrow Agent, the Parties shall appoint a successor escrow agent, subject to the approval of the World Bank, as soon as reasonably possible and in any event within thirty (30) Days of the Resignation Notice, provided that if no suitable successor escrow agent is appointed by the Parties within thirty (30) Days of the receipt of the Resignation Notice, the Escrow Agent shall continue in its role until a successor escrow agent is appointed. Upon appointment of the successor Escrow Agent, the Escrow Agent shall transfer the Escrow Amount to the successor Escrow Agent.
- 6.3.** The resignation of the Escrow Agent will take effect on the date of the appointment of a successor Escrow Agent under Article 6.2 above. Notwithstanding the delivery of the Resignation Notice, the Escrow Agent’s obligations under this Agreement shall remain in full force and effect until the appointment of a successor Escrow Agent.

ARTICLE 7
LIMITATION OF LIABILITY AND INDEMNIFICATION OF ESCROW AGENT

7.1. Limitation of Liability

Notwithstanding anything contained in this Agreement, the Escrow Agent shall not be (a) liable to any person or entity for any loss, liability, claim, action, damages or expenses arising out of or in connection with the Escrow Agent's performance of or failure to perform any of its obligations under this Agreement save as are caused by the Escrow Agent's own negligence, wilful misconduct or fraud; or (b) responsible for any loss or damage, or failure to comply or delay in complying with any duty or obligation, under or pursuant to this Agreement arising as a direct or indirect result of any event where, in the reasonable opinion of the Escrow Agent acting upon the advice of counsel, performance of any duty or obligation under or pursuant to this Agreement would or may be illegal or would result in the Escrow Agent being in breach of any Applicable Law to which the Escrow Agent is subject. The Parties hereby agree that the Escrow Agent shall not be liable to any Party for any punitive or consequential loss direct or indirect (such as of business, goodwill, opportunity or profit) if the Escrow Agent was acting in good faith.

7.2. Indemnification of Escrow Agent

Maldives, STELCO and the Seller agree to, jointly and severally, hold harmless and indemnify the Escrow Agent and/ or its Affiliates, directors, officers and employees for any cost (including reasonable attorneys' costs and disbursements), charge, expense, liability or loss of whatsoever nature (collectively a "Loss"), suffered by the Escrow Agent and/ or its Affiliates, directors, officers and employees in connection with the discharge of its obligations hereunder, or any action, suit or proceeding involving any claim which, directly or indirectly, arises out of or relates to this Agreement, the services of the Escrow Agent hereunder. Provided that nothing contained in this Article be applicable to any Loss or claim suffered by the Escrow Agent and/or its Affiliates, directors, officers and employees due to its/ their negligence or wilful misconduct or fraud.

ARTICLE 8
TERMINATION AND EXPIRY OF TERM

- 8.1.** Unless terminated earlier in accordance with Article 6.1 or Article 6.2 hereof, this Agreement shall remain effective from the Execution Date until the PPA has expired or has been terminated in accordance with its terms.

- 8.2.** Upon expiry of the term in accordance with Article 8.1, any balance of the Escrow Amount remaining in the Escrow Account shall be credited to Maldives.

ARTICLE 9
EXPENSES AND FEES

9.1. Costs and Expenses

The expenses and fees, in relation to the opening of the Escrow Account and the execution and delivery of this Agreement by the Escrow Agent shall be Dollars [●] (\$ [●]) and shall be borne equally by the Maldives. In addition, each Party shall be responsible for its attorneys' costs for drafting and negotiating this Agreement. Maldives shall bear and be responsible for any stamp duties required to be paid for execution of this Agreement.

9.2. Escrow Agent's Remuneration

Maldives shall be liable for payment of an annual fee of Dollars [●] (\$ [●]) as the escrow fees, payable from the date of opening of the Escrow Account and thereafter, on each anniversary of the Execution Date for the duration of this Agreement. For the avoidance of doubt, it is clarified that the escrow fees stipulated herein shall be inclusive of all costs and expenses incurred by the Escrow Agent in connection with the performance by it of its obligations under this Agreement. Maldives shall be held liable for the non-payment of the fees and expenses stipulated in this Article 9.2.

ARTICLE 10
REPRESENTATIONS, WARRANTIES AND COVENANTS

10.1. Representations and Warranties of the Parties

Each Party (to the extent relevant) hereby represents and warrants to the other Parties, as of the date hereof, as follows:

- (a) In the case of the Seller, STELCO and the Escrow Agent, it is a [company/ entity] duly organized and validly existing under the laws of its country of incorporation.
- (b) It has full legal right, power and authority under the Applicable Laws to enter into and perform its obligations under this Agreement;
- (c) It has been duly authorized to execute and deliver this Agreement. This Agreement has been duly executed and delivered by the Party and will constitute a legal, valid and binding obligation of the Party, enforceable against it in accordance with its terms except insofar as such enforcement may be affected by bankruptcy, insolvency, moratorium, and other laws affecting creditors rights generally.
- (d) Neither the execution nor the delivery by the Party of this Agreement nor the performance by it of its obligations hereunder: (i) will conflict with, violate, or result in a breach of any Applicable Laws; or (ii) conflicts with, violates, or results in a breach of any term or condition of any judgment, decree, franchise, agreement or instrument to which such Party is a party or by which such Party or any of its properties or assets are bound, or constitutes a default under any such judgment, decree, agreement or instrument.
- (e) There is no action, suit, or other proceeding as of the date hereof at law or in equity, before or by any Governmental Authority, pending or, to its knowledge, threatened against the Party, which is likely to result in an unfavorable decision, ruling, or finding which would materially and adversely affect the validity or enforceability of this Agreement or any agreement or instrument entered into by it in connection with the transaction contemplated hereby, or which would materially and adversely affect the performance by the Party of its obligations hereunder or under such an agreement or instrument.

10.2. Additional Representation of the Escrow Agent

The Escrow Agent represents and warrants that as of the date hereof the credit rating of the Escrow Agent is [●] as determined by [●]. The Escrow Agent agrees to promptly, and in any event later than seven (7) Days, notify the other Parties and the World Bank if at any time during the term of this Agreement the credit rating of the Escrow Agent is downgraded or otherwise affected adversely.

ARTICLE 11
MISCELLANEOUS

11.1. Governing Law, Jurisdiction and Service of Process

(a) Governing Law

This Agreement shall be governed by and construed according to the laws of Maldives.

(b) Jurisdiction

Each of the Parties consents to submit itself to the non-exclusive jurisdiction of the courts located in the Maldives, with respect to any dispute that arises under this Agreement.

(c) Service of Process

Each Party agrees that service of any process, summons, notice or document hand delivered or sent by certified mail, return receipt requested, to such Party's respective address set forth in Article 11.4 will be effective service of process for any action, suit or proceeding.

11.2. Assignment

The rights and obligations of the Parties under Agreement shall not be capable of being assigned by any of the Parties, except with the prior written consent of the other Parties.

11.3. Further Assurances

Each Party agrees to, and shall use all reasonable efforts to, provide such information, execute and deliver any instruments and documents and take such action as may be necessary or reasonably requested or required by the other Party which are not inconsistent with the provisions of this Agreement and which do not involve the assumption of obligations other than those provided for in this Agreement in order to give full force and effect to this Agreement and to carry out its intent.

11.4. Notices

Any notices required to be given hereunder shall be deemed delivered when (a) sent by facsimile upon electronic confirmation of successful transmission; (b) deposited with a nationally recognized express courier service that provides a receipt of delivery; (c) sent by email, upon dispatch and the receipt of a delivery confirmation provided that emails shall be used as a mode of notice and communication only for non-material day-to-day matters; or (d) delivered by personal delivery, addressed to the following persons or such other persons as the Parties may designate in writing:

(i) If to STELCO:

Name: [●]
Designation: [●]
Attn: [●]
Address: [●]
Email: [●]
Facsimile: [●]

(ii) If to the Government:

Name: [●]

Designation: [●]
Attn: [●]
Address: [●]
Email: [●]
Facsimile: [●]

- (iii) If to Seller:
Name: [●]
Designation: [●]
Attn: [●]
Address: [●]
Email: [●]
Facsimile: [●]
- (iv) If to Escrow Agent:
Name: [●]
Designation: [●]
Attn: [●]
Address: [●]
Email: [●]
Facsimile: [●]
- (v) If to World Bank:
Name: [●]
Designation: [●]
Attn: [●]
Address: [●]
Email: [●]
Facsimile: [●]

Provided that each Party agree and undertake that they shall deliver the original of any communication to the Escrow Agent within three (3) Business Days of its transmission via facsimile.

11.5. Waiver

No waiver of any provision of this Agreement shall be effective against a Party except as expressly set forth in a writing signed by such Party. The waiver by either Party of a default or a breach by the other Party of any provision of this Agreement shall not operate or be construed to operate as a waiver of any subsequent default or breach. The making or the acceptance of a payment by either Party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

11.6. Survival

Notwithstanding anything provided herein to the contrary, Article 7 (*Limitation of Liability and Indemnification of Escrow Agent*), Article 8.2 (*Termination and Expiry of Term*), Article 11 (*Miscellaneous*) (and, to the extent referenced in such provisions, the Exhibits and Schedules hereto) shall survive the termination of this Agreement.

11.7. Third Party Rights

Without prejudice to the other obligations of the Parties under this Agreement, the Escrow Agent and other Parties hereby agree to provide copies of all communications or notices, made or delivered in relation to this Agreement to the World Bank and to promptly provide to the World Bank all information requested by the World Bank relating to the operation and maintenance of the Escrow Account established hereunder. Subject as aforesaid, nothing herein is intended to or should be construed to create any rights of any kind whatsoever in third persons not parties to this Agreement, except any rights created in favour of the World Bank.

11.8. Counterparts

This Agreement and any amendment hereto may be executed and delivered in one or more counterparts and by different Parties in separate counterparts. All of such counterparts shall constitute one and the same agreement and shall become effective (unless otherwise therein provided) when one or more counterparts have been signed by each Party and delivered to the other Party. Delivery of this Agreement by facsimile transmission or electronic email shall be as effective as delivery of a manually executed counterpart.

11.9. Severability

In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, the Parties shall negotiate in good faith and agree to such amendments, modifications, or supplements to this Agreement, or such other appropriate actions, as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the Parties as reflected herein, and the other provisions of this Agreement shall, as so amended, modified, supplemented, or otherwise affected by such action, remain in full force and effect.

11.10. Entire Document

This Agreement, each Exhibit and Schedule hereto, shall constitute the entire agreement between the Parties with respect to the maintenance of the Escrow Amount and the release of the same by the Escrow Agent to the Seller. No amendment, modification, or change to this Agreement or its Exhibits or Schedules shall be effective unless the same shall be in writing, duly executed, authorized and approved by the Parties. In the event of any conflict between the terms and conditions of this Agreement and that of any Exhibit, Schedule or other document referenced herein, this Agreement shall govern and control. Notwithstanding anything contained above, this Agreement, Implementation Agreement and the PPA constitute the entire understanding between the Seller, STELCO and the Government.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered by their duly authorized representatives as of the date first set forth above.

**For and on behalf of
Republic of Maldives**

[Name]
[Designation]

For and on behalf of State Electricity Company Limited

[Name]
[Designation]

For and on behalf of [Seller]

[Name]
[Designation]

For and on behalf of [Escrow Agent]

[Name]
[Designation]

SCHEDULE 1

AUTHORISED REPRESENTATIVES

Maldives, acting through the Ministry of Environment and Energy			
Name:	Position	Specimen signature	Telephone number
	Authorised Representative		
	Authorised Representative		
	Authorised Representative		

State Electricity Company Limited			
Name:	Position	Specimen signature	Telephone number
	Authorised Representative		
	Authorised Representative		
	Authorised Representative		

Seller			
Name:	Position	Specimen signature	Telephone number
	Authorised Representative		
	Authorised Representative		
	Authorised Representative		

**SCHEDULE 2
SELLER'S DESIGNATED ACCOUNT**

EXHIBIT A
(On the Letter Head of Escrow Agent)
FORM OF RECEIPT NOTICE

Date:

To,

Republic of Maldives

Ministry of Energy & Environment

Address: [●]

Fax: [●]

Email: [●]

STELCO:

Address: [●]

Fax: [●]

Email: [●]

Seller:

Address: [●]

Fax: [●]

Email: [●]

World Bank:

Address: [●]

Fax: [●]

Email: [●]

Re: Escrow Agreement – Receipt Notice

Dear Sirs,

We refer to the Agreement dated [] between the Republic of Maldives, acting through the Ministry of Environment and Energy, the State Electricity Company Limited, [Seller] and [Insert name of Escrow Agent] (the “**Escrow Agreement**”). Capitalized terms used but not defined in this Receipt Notice shall have the meanings assigned to those terms in the Escrow Agreement.

This Receipt Notice is being provided to you in accordance with Article 4.1 of the Escrow Agreement.

The Escrow Agent hereby acknowledges receipt of an amount equal to the Escrow Amount from the Government. The Escrow Agent will hold such Escrow Amount in escrow in accordance with the terms of the Escrow Agreement.

This Receipt Notice shall be governed by the laws of Maldives.

Yours faithfully,

For [Escrow Agent], [●] Branch

Authorised Representative

EXHIBIT B
Form of RELEASE NOTICE
[On the letterhead of the Seller]

Date: _____

[Insert Name of Escrow Agent]
[Insert Address]

Attention : _____

Escrow Agreement – Release Notice

We refer to the Agreement dated [] between the Republic of Maldives, acting through the Ministry of Environment and Energy, the State Electricity Company Limited, [Seller] and [Insert name of Escrow Agent] (the “**Escrow Agreement**”). Capitalized terms used but not defined in this Release Notice shall have the meanings assigned to those terms in the Escrow Agreement.

This Release Notice is being delivered pursuant to Articles 4.3 and 4.4 of the Escrow Agreement. The documents specified in Article 4.4 of the Escrow Agreement are enclosed herewith. Please note that STELCO has failed to pay the undisputed amount of the Invoice(s) enclosed herewith, that is, a sum of Ruffiya [●] (MVR[●]) within forty-five (45) Days of the receipt of such Invoice by STELCO. Accordingly, we hereby instruct you to release Dollars equivalent of Ruffiya [●] (MVR [●]) to the Seller’s Designated Account in accordance with terms of the Escrow Agreement. The said amount should be released to the Seller’s Designated Account within two (2) Business Days of receipt this Release Notice.

This Release Notice shall be governed by the laws of Maldives.

Yours sincerely,
For and on behalf of [Seller]

By:
(Authorised Representatives)

Copy to:
Republic of Maldives
Ministry of Energy & Environment
Address: [●]
Fax: [●]
Email: [●]

STELCO:
Address: [●]
Fax: [●]
Email: [●]

World Bank:
Address: [●]
Fax: [●]
Email: [●]

EXHIBIT C

**FORM OF CERTIFICATE UNDER ARTICLE 4.4
(On the Letter Head of the Seller)**

Date:

[Insert Name of Escrow Agent]

[Insert Address]

Attention : _____

Escrow Agreement – Certificate under Article 4.4

We refer to the Agreement dated [] between the Republic of Maldives, acting through the Ministry of Environment and Energy, the State Electricity Company Limited, [Seller] and [Insert name of Escrow Agent] (the “**Escrow Agreement**”). Capitalized terms used but not defined in this Release Notice shall have the meanings assigned to those terms in the Escrow Agreement.

This is to certify that, to the best of the knowledge of the Seller, the sum of Rufiyya [●] (MVR [●]) as referred to in the Release Notice dated [●] has not been disputed by STELCO.

Yours sincerely,

For and on behalf of [Seller]

By:
(Authorised Representatives)

Copy to:

Republic of Maldives

Ministry of Energy & Environment

Address: [●]

Fax: [●]

Email: [●]

STELCO:

Address: [●]

Fax: [●]

Email: [●]

World Bank:

Address: [●]

Fax: [●]

Email: [●]

EXHIBIT D
FORM OF NOTICE OF DRAWDOWN
(On the Letter Head of Escrow Agent)

Date:

To,

Republic of Maldives

Ministry of Energy & Environment

Address: [●]

Fax: [●]

Email: [●]

STELCO:

Address: [●]

Fax: [●]

Email: [●]

Seller:

Address: [●]

Fax: [●]

Email: [●]

World Bank:

Address: [●]

Fax: [●]

Email: [●]

Re: Escrow Agreement –Notice of Drawdown

Dear Sirs,

We refer to the Agreement dated [] between the Republic of Maldives, acting through the Ministry of Environment and Energy, the State Electricity Company Limited, [Seller] and [Insert name of Escrow Agent] (the “**Escrow Agreement**”). Capitalized terms used but not defined in this Notice of Drawdown shall have the meanings assigned to those terms in the Escrow Agreement.

This Notice of Drawdown is being provided to you in accordance with Article 4.4 of the Escrow Agreement.

The Escrow Agent hereby wishes to intimate to you that pursuant to the Release Notice dated [●] received by it from the Seller, the Escrow Agent has transferred a sum of Dollars [●] (\$ [●]) (being equivalent to Ruffiya [●] (MVR [●])) to the Seller’s Designated Account in accordance with the terms of the Escrow Agreement. Please note that the balance of the Escrow Account as of the date of this notice is Dollars [●] (\$[●]).

This Notice of Drawdown shall be governed by the laws of Maldives.

Yours faithfully,

For [*Escrow Agent*], [●] Branch

Authorised Representative

EXHIBIT E

**FORM OF DEFICIENCY NOTICE
(On the Letter Head of Escrow Agent)**

Date:

To,

Republic of Maldives

Ministry of Energy & Environment

Address: [●]

Fax: [●]

Email: [●]

STELCO:

Address: [●]

Fax: [●]

Email: [●]

Re: Escrow Agreement – Deficiency Notice

Dear Sirs,

We refer to the Agreement dated [] between the Republic of Maldives, acting through the Ministry of Environment and Energy, the State Electricity Company Limited, [Seller] and [Insert name of Escrow Agent] (the "**Escrow Agreement**"). Capitalised terms used but not defined in this Deficiency Notice shall have the same meanings assigned to those terms in the Escrow Agreement.

This Deficiency Notice is being provided to you in accordance with Article 4.8 of the Escrow Agreement.

The Escrow Agent hereby wishes to notify you that the amount standing to the credit of the Escrow Account is Dollars [●] (\$[●]). You are requested to ensure that within five (5) Days of receipt of this notice, you transfer an amount equal to Dollars [●] (\$ [●]) so as to ensure that the balance in the Escrow Account is equal to the Escrow Amount specified in the Escrow Agreement. The Escrow Agent will hold such additional sums amounts in escrow in accordance with the terms of this Escrow Agreement.

This Deficiency Notice shall be governed by the laws of Maldives.

Yours faithfully,

For [*Escrow Agent*], [●] Branch

Authorised Representative

Copy to:

Seller:

Address: [●]

Fax: [●]

Email: [●]

World Bank:

Address: [●]

Fax: [●]
Email: [●]

EXHIBIT F
FORM OF STELCO FAILURE NOTICE
(On the Letter Head of Escrow Agent)

Date:

To,

Republic of Maldives

Ministry of Energy & Environment

Address: [●]

Fax: [●]

Email: [●]

STELCO:

Address: [●]

Fax: [●]

Email: [●]

Seller:

Address: [●]

Fax: [●]

Email: [●]

World Bank:

Address: [●]

Fax: [●]

Email: [●]

Re: Escrow Agreement – STELCO Failure Notice

Dear Sirs,

We refer to the Agreement dated [] between the Republic of Maldives, acting through the Ministry of Environment and Energy, the State Electricity Company Limited, [Seller] and [Insert name of Escrow Agent] (the “**Escrow Agreement**”). Capitalized terms used but not defined in this STELCO Failure Notice shall have the meanings assigned to those terms in the Escrow Agreement.

This STELCO Failure Notice is being provided to you in accordance with Article 4.8 of the Escrow Agreement.

The Escrow Agent had called upon STELCO to transfer a sum of Dollars [●] (\$ [●]) to ensure that the balance in the Escrow Account is equal to the Escrow Amount vide Deficiency Notice dated [●]. It is hereby notified to the Parties that despite such notice, STELCO has not transferred the aforesaid sum to the Escrow Account in accordance with the terms of the Escrow Agreement.

In compliance with Article 4.8 of the Escrow Agreement, the Escrow Agent hereby intimates Maldives that the amount specified in paragraph 3 of this STELCO Failure Notice is required to be transferred by Maldives by wire transfer within fifteen (15) Business Days of receipt of this notice.

This STELCO Failure Notice shall be governed by the laws of Maldives.

Yours faithfully,

For [Escrow Agent], [●] Branch

Authorised Representative

EXHIBIT G
FORM OF REPLENISHMENT FAILURE NOTICE
(On the Letter Head of Escrow Agent)

Date:

To,

Republic of Maldives

Ministry of Energy & Environment

Address: [●]

Fax: [●]

Email: [●]

STELCO:

Address: [●]

Fax: [●]

Email: [●]

Seller:

Address: [●]

Fax: [●]

Email: [●]

World Bank:

Address: [●]

Fax: [●]

Email: [●]

Re: Escrow Agreement – Replenishment Failure Notice

Dear Sirs,

We refer to the Agreement dated [] between the Republic of Maldives, acting through the Ministry of Environment and Energy, the State Electricity Company Limited, [Seller] and [Insert name of Escrow Agent] (the “**Escrow Agreement**”). Capitalized terms used but not defined in this Replenishment Failure Notice shall have the meanings assigned to those terms in the Escrow Agreement.

This Replenishment Failure Notice is being provided to you in accordance with Article 4.8 of the Escrow Agreement.

The Escrow Agent had notified Maldives and STELCO regarding their obligation to wire transfer a sum of Dollars [●] (\$ [●]) to the Escrow Account vide Deficiency Notice dated [●] and STELCO Failure Notice dated [●]. Please note that the balance of the Escrow Account as of the date of this notice is Dollars [●] (\$ [●]). This is to notify the Parties that STELCO and Maldives have failed to transfer the aforesaid sums to the Escrow Account and as a result the amount in the Escrow Account is less than the Escrow Amount specified under the Escrow Agreement.

This Replenishment Failure Notice shall be governed by the laws of Maldives.

Yours faithfully,

For [Escrow Agent], [●] Branch

Authorised Representative