

**The bank guarantee / reserve letter of credit form is issued in the SWIFT system  
(form of financial guarantee of the fulfillment of the terms of the purchase  
agreement by financial settlement center from an energy producing organization  
using renewable energy sources at auction prices)**

Name of the bank \_\_\_\_\_  
*(name and details of the bank)*

То: «Расчетно-финансовый центр по поддержке возобновляемых  
источников энергии» LLP, BIN 130840019312, Certificate of the legal entity state  
registration dated 27.08.2013

**Bank guarantee No. \_\_\_\_\_**

\_\_\_\_\_ «\_\_» \_\_\_\_\_ 20\_\_  
*(location)*

Taking into account that \_\_\_\_\_  
*(name of the auction winner, BIN (for residents) or analogue (for non-residents), number and date of the Certificate of legal entity state registration (for residents) or of the analogue (for non-residents))*

(hereinafter – Auction winner), concluded an agreement for the purchase of electric energy from an energy producing organization using renewable energy sources at auction prices dated \_\_\_\_\_ No. \_\_\_\_\_ (hereinafter - PPA) with “Расчетно-финансовый центр по поддержке возобновляемых источников энергии” LLP (hereinafter – the “Beneficiary”), and will fulfill the Auction winner’s obligations to provide the Financial guarantee of the fulfillment of the terms of the PPA in the form of Bank Guarantee/Stand-by letter of credit, stipulated in the Rules of organizing and holding auctions, including qualification requirements for auction participants, the content and procedure for submitting applications, types of financial guarantee for participation in auctions and conditions of their deposit and return, the procedure for summing up the results and determining the winners, approved by the order of the Minister of Energy of the Republic of Kazakhstan dated December 21, 2017 No. 466 and the Rules for the centralized purchase and sale of the electric energy generated by the objects on use of renewable energy sources, the recalculation and redistribution by the financial settlement center of the corresponding share of electric power to qualified conditional consumer on the basis of the results of the calendar year, approved by order No. 164 of the Minister of Energy of the Republic of Kazakhstan dated March 2, 2015 regarding timeliness of the construction start and installation works on the object on use of renewable energy source (hereinafter – RES) and timely commissioning of the object on use of RES with a capacity of \_\_\_\_\_ MW, hereby \_\_\_\_\_  
*(name of the bank)*

confirms that it takes obligations of the guarantor under the signed PPA and assumes an irrevocable aggregated obligation to pay the Beneficiary an amount equal to \_\_\_\_\_ upon receipt of the first written request for payment  
*(amount in tenge in digits and words)*

from the Beneficiary, indicating the amount of the payment, accompanied by a written statement that the Auction winner did not fulfill or improperly fulfilled the following obligations under the PPA with the possibility of piecemeal implementation of this Bank Guarantee obligations in the following cases:

1) if a copy of the notification on the beginning of construction and installation works for the object on use of renewable energy sources has not been provided to the Beneficiary within 6 (six) months after 12 (twelve) months (for solar stations), 18 (eighteen) months (for wind and biogas stations), 24 (twenty four) months (for hydro stations) from the date of signing the PPA, in respect of which a PPA is concluded, submitted to the state body exercising state architectural and construction control - at a rate of 30 percent from the amount of this Bank Guarantee;

2) if a copy of the act of acceptance of the object on use of renewable energy sources into operation, approved in accordance with the legislation of the Republic of Kazakhstan in the field of architectural, town-planning and construction activity, in respect of which the PPA is concluded has not been provided to the Beneficiary – at a rate of 100 percent of the amount of this Bank Guarantee, and in the event of withholding of the part of the financial guarantee of the fulfillment of the terms of the PPA in accordance with subparagraph 1) of this Bank Guarantee - 70 percent of the amount of this Bank Guarantee within \_\_\_\_\_ months from the date

*Choose the appropriate term for RES objects construction:  
for solar – in 24 (twenty four) months;  
for wind and biogas – in 36 (thirty six) months;  
for hydro – in 48 (forty eight) months.*

of signing the PPA.

The Beneficiary's request for payment and written statement of the Beneficiary must be signed by authorized representative of the Beneficiary and duly stamped, and submitted to us through the Beneficiary's bank by means of authenticated SWIFT to our SWIFT address: \_\_\_\_\_.

This Bank Guarantee shall enter into force starting from the moment of its issuance and is valid until \_\_\_\_\_ (inclusive)

*Choose the appropriate Bank Guarantee validity period:  
for solar – not less than 25 (twenty five) months;  
for wind and biogas – not less than 37 (thirty seven) months;  
for hydro – not less than 49 (forty nine) months.*

and expires fully and automatically, regardless of whether this document will be returned to us or not, if we do not receive Your written claim and written statement by the end of validity period of this Bank Guarantee.

All rights and obligations arising in connection with this Bank Guarantee are regulated by the legislation of the Republic of Kazakhstan.

**Signature and seal of the Guarantor**

**Date and address**