

焦炉废气余热发电供气协议

甲方：娄底兴星焦化有限公司

乙方：湖南安石星源发电有限公司

为综合利用资源，保护环境，安石集团与电业局星源集团（三产业公司）合作成立了湖南安石星源发电有限公司（乙方），为确保发电项目建成后，发电用废气的供用安全、稳定、可靠，经甲、乙双方友好协商，达成如下协议：

一、为支持乙方利用废气进行发电，利用资源，保护环境，甲方同意乙方无偿使用废气30年。

二、废气的流量和温度根据焦化生产的需要而变化，乙方不对甲方的废气参数提出任何要求。

三、乙方能否利用废气成功发电，风险自负，甲方不承担任何责任。

四、与锅炉连接的烟道由乙方自行建设，产权归乙方所有。

五、乙方应配套安装引风机等设备，锅炉运行中必须确保烟道吸力正常，不能影响焦炉的生产，否则，甲方有权改变烟气通道，由此造成的后果，概由乙方负责。

六、未尽事宜，双方协商解决。

七、本协议一式六份，双方各执三份。

甲方签字



乙方签字



签订日期：2005年7月20日

Translation:

Waste Gas Supply Agreement for Waste Heat Power Generation

Party A: Loudi Xingxing Coking Company Limited

Party B: Hunan Anshi Xingyuan Power Generation Co., Ltd.

In order to comprehensively utilize the resources and protect the environment, in a cooperation between Anshi Group and Xingyuan Group, Hunan Anshi Xingyuan Power Generation Co., Ltd. was established (Party B). The following agreement was reached by the parties after friendly consultation regarding the waste gas supply:

1. As a support for Party B's initiative of comprehensive utilization of resources and environmental protection, Party A agrees to supply the waste gas to Party B in a period of 30 years without any charge.
2. The flow rate and temperature of the waste gas may change with the requirements of coke production, and Party B shall not put up any requirements for the waste gas parameters.
3. Whether or not Party B will be able to generate electricity successfully with the waste gas, they will take all the risks related, and Party A will take no responsibility of that.
4. The waste gas duct connecting the coke oven and the waste heat boiler shall be constructed by Party B and Party B shall own such facility.
5. Party B shall install suction fans or other appropriate equipment to maintain a necessary negative pressure in the waste gas duct so that the normal operation of the coke oven is not interfered. If this can not be achieved, Party A shall have the right to change the waste gas duct as needed and any consequences due to such changes shall be dealt with by Party B.
6. For any other issues, the Parties shall consult with each other to find a solution.
7. The agreement is executed in six copies and each Party will keep three copies.

Party A: _____(signature)

Party B: _____(signature)

Date: 20 July 2005