

MEMORANDUM
Of
UNDERSTANDING

Between

THE GOVERNMENT OF GEORGIA

“GEO POWER” LLC

JSC “ELECTRICITY SYSTEM COMMERCIAL OPERATOR”

DATE: 8 NOVEMBER, 2016

TBILISI, GEORGIA

The present Memorandum of Understanding (hereinafter the "MOU") is signed by and between the following parties:

The Government of Georgia (hereinafter referred to as "GOG") represented by the Minister of Energy of Georgia Mr. Ilia Eloshvili;

"Geo Power" LLC (hereinafter referred to as "Company"), ID Code: 416316695, represented by its Director Mr. Venugopalsamy Perumalsamy;

JSC "Electricity System Commercial Operator" (hereinafter referred to as "ESCO") represented by General Director Mr. Vakhtang Ambokadze;

The parties sign the present MOU on the following:

DEFINITIONS

1. The following defined terms shall be used in the present MOU:

- 1.1 "Agreement" means the Agreement that shall be signed by the Principal Parties for the purpose of starting the Construction Phase and is defined by the Annex 4 of the MOU.
- 1.2 "Applicable Law" means all Georgian laws, ordinances, decisions, statutes, rules, regulations, orders, resolutions, specifications and decrees of any governmental authority having jurisdiction over the Parties, the Facilities, Project or the Parties' obligations under this MOU as the same may be modified, amended or repealed from time to time, including any requirements of or deriving from any permit obtained for the Facilities.
- 1.3 "Bank Guarantee" means Construction Security.
- 1.4 "BOO" means Build, Own, Operate i.e. the exclusive right to design, construct, finance, own, implement, operate and maintain Facility for indefinite term.
- 1.5 "Commencement of Operation" means the capability of the relevant Facility to generate electricity.
- 1.6 "Construction Phase" means, the time period starting from the date of signing the Agreement until the actual date of Commencement of Operation of each Facility under which the Company is obliged to implement construction activities, but no later than the term of Construction Phase defined by the Annex 3 of the MOU.
- 1.7 "Construction Security" means bank guarantee provided by the Company for the purpose of securing the fulfillment of its obligations under Construction Phase.
- 1.8 "Day/Days" means any Gregorian calendar day(s).
- 1.9 "Effective Date" means the date of signing of the MOU by the Parties.
- 1.10 "Facility" means the hydro power plant as defined by the Annex 1 of this MOU.
- 1.11 "Feasibility Study" means the study/report to be prepared by the Company for the Facility, which shall include (but not be limited to) all documents and/or data and/or information defined by the Annex 2 of the MOU and which confirms whether or not the Facility is technically, economically, financially and legally feasible and can be completed within the time period set under this MOU.
- 1.12 "Generation License" means the document to be issued by the Georgian National Energy and Water Regulatory Commission ("GNEWRC") according to Applicable Law that confirms the right of the Company for the generation of electricity of Facility, for indefinite time.
- 1.13 "Power Purchase Agreement" means the direct agreement(s) that shall be signed between the Company and ESCO in accordance with the MOU.

- 1.14 **"Investment Costs"** means the costs including but not limited to, construction costs, operating costs, development costs and other costs related to the Project up to the date of termination of the MOU.
- 1.15 **"Ministry"** means the Ministry of Energy of Georgia.
- 1.16 **"Parties"** means GOG, Company and ESCO jointly.
- 1.17 **"Preconstruction Phase"** means the time period starting on Effective Date of the MOU until the date of commencement of Construction Phase of the Project under which the Company is obliged to implement preconstruction activities, but no later than the term of Preconstruction Phase defined by the Annex 3 of the MOU unless otherwise provided herein or agreed by the Principal Parties.
- 1.18 **"Principal Parties"** means the GOG and the Company.
- 1.19 **"Project"** means implementation of feasibility study, environmental and social impact assessment, construction and operation of the Facility defined by the Annex 1 of the MOU on BOO basis.
- 1.20 **"Site"** means site where the Facility will be constructed and operated in accordance with the MOU.
- 1.21 **"State"** means State of Georgia.
- 1.22 **"Technical Parameters of the Facility"** means the location, river elevation, installed capacity and annual production of the relevant Facility as provided in Annex 1 of the MOU.

PURPOSE OF THE MOU

2. The purpose of the MOU is the implementation of the Project by the Company on BOO basis under the Applicable Law and the terms and conditions set out herein.

PRECONSTRUCTION PHASE

3. Preconstruction Phase starts on the Effective Date of the MOU and ends on the date of commencement of Construction Phase.
4. The Company within the Preconstruction Phase in accordance with the terms and conditions defined by the Annexes 1, 2 and 3 of the MOU is obliged to:
 - 4.1 Locate and determine the lands necessary and/or affected for the implementation of the Project;
 - 4.2 Conduct the full Feasibility Study for the Facility according to the schedule defined by the Annex 2 (within the Technical Parameters of the Facility) of the MOU, finalize the Feasibility Report for the Facility and present it to the Ministry;
 - 4.3 Finalize the environmental and social impact assessment report for the Facility, and present it to the Ministry of Environment and Natural Resources Protection of Georgia and to the Ministry;
 - 4.4 Conduct the relevant public hearings defined by the Applicable Law for the Facility and present the results to the Ministry of Environment and Natural Resources Protection of Georgia and to the Ministry;
 - 4.5 Submit the proposal to the GOG on construction and operation of relevant Facility on BOO basis within the Technical Parameters of the Facility defined by the Annex 1 of the MOU.
5. Should the Company, as a result of implementing the obligations defined by Articles 4.1, 4.1, 4.2 and 4.3 of the MOU decide to construct and operate the Facility on BOO basis, it shall present the GOG a proposal within the time frame defined by Annex 2 of the MOU and it shall include the following:
 - 5.1 Company's decision on construction and operation of the Facility on BOO basis;
 - 5.2 Full technical parameters, including capacity and annual generation of the Facility;
 - 5.3 Exact location coordinates of the Facility and elevations of the river;
 - 5.4 Approximate investments required for implementation of the Facility;

- 5.5 Feasibility Study of the Facility;
 - 5.6 Environmental and social impact assessment report (including the results of relevant public hearings defined by the Applicable Law).
6. If according to the results of the Feasibility Study and/or environmental and social impact assessment report, the construction and operation of the Facility is technically and/or economically unfeasible for the Company, the Company shall have the right not to implement the Facility and shall deliver the notification of such decision to the GOG before submission of the proposal in accordance with Article 5 of the MOU.
7. The GOG shall discuss the issue of construction and operation of the Facility, and make a decision, and provided that the decision of the GOG is positive, the Principal Parties shall sign the Agreement within 5 (five) months following the date of receiving the proposal of the Company. The GOG's decision shall only be based on environmental and social impact assessment report and/or the results of relevant public hearings defined by the Applicable Law.

CONSTRUCTION PHASE

8. Construction Phase starts on the date of signing of the Agreement as in the Annex 4 of the MOU and ends on the actual date of Commencement of Operation of the Facility.
9. The Company within the Construction Phase is obliged to:
- 9.1 Obtain the relevant rights for the lands necessary and/or affected for the implementation of the Project;
 - 9.2 Commence construction works based on construction permit of the Facility according to the Applicable Law within the time frame defined by the Annex 3 of the MOU;
 - 9.3 Construct the Facility according to the Technical Parameters and ensure Commencement of Operation of the Facility within the time frame defined by the Annex 3 of the MOU;
 - 9.4 Ensure necessary funds for effective implementation of the Project;
 - 9.5 Ensure the construction in accordance with the security and environmental and other standards defined by the Applicable Law;
 - 9.6 Ensure, at its own expense, the full and free access of the representatives of GOG, Ministry, Ministry of Environment and Natural Resources Protection of Georgia and/or any entitled GOG entity for the purpose of monitoring the construction process;
 - 9.7 If requested ensure the quality and security monitoring of the construction materials at its own expense.
10. Construction Security.
- 10.1 For the purpose of securing the Construction Phase namely the terms of commencement of construction works based on construction permit and Commencement of Operation of the Facility defined by the Annex 3 of the MOU, the Company shall on the day of signing the Agreement provide the GOG with Construction Security in an amount of 100.000 USD/MW of the Facility if the installed capacity is 100 MW or less and 50.000 USD/MW of the Facility if the installed capacity is more than 100 MW. Construction Security provided by the Company shall remain in force until the date falling 5 (five) months after the date of Commencement of Operation of the Facility as defined by the Annex 3 of the MOU. The Construction Security submitted by the Company shall be issued by any bank licensed by State or the OECD member countries;
 - 10.2 The violation by the Company of the term of commencement of construction works based on Construction Permit defined by the Annex 3 of the MOU shall cause the penalization of the Company, in an amount of 1.5 (one point five) % of the Construction Security, for each delayed day. Herewith the imposed fine shall be paid by the Company within 15 (fifteen) days from receiving the request from the Ministry. In case fine

is paid by the Company, the respective Construction Security shall be reduced in accordance with the amount paid by the Company;

- 10.3 The violation by the Company of the term of Commencement of Operation defined by the Annex 3 of the MOU shall cause the penalization of the Company, in an amount of 1.5 (one point five) % of the Construction Security, for each delayed day. Herewith the imposed fine shall be paid by the Company within 15 (fifteen) days from receiving the request from the Ministry. In case fine is paid by the Company, the Construction Security shall be reduced in accordance with the amount paid by the Company;
- 10.4 The GOG is entitled to redeem the Construction Security, claim and receive the full or partial amount under such Construction Security in following cases and under following conditions:
- a) If the Company refuses to pay the fine imposed on it according to Articles 10.1 and 10.2 of the MOU, the GOG shall be entitled to redeem an amount equal to the unpaid fine from the Construction Security.
 - b) If GOG terminates the MOU according to Articles 17.2 and/or 17.3 of the MOU, the GOG shall be entitled to redeem in a full amount of the Construction Security.

GENERAL CONDITIONS

11. For the first 10 (ten) years of operation, beginning from the date of Commencement of Operation of the Facility (the "Initial Operation Period"), during the following months of each year: January, February, March, April, September, October, November and December (the "Winter Months"):
- a) The company shall sell the full factual power generation of the Facility exclusively to ESCO in accordance with the Guaranteed Power Purchase Agreement with a tariff of 5.5 (five point five tenth) USD Cents per KWh ("ESCO Price") at the inter connection point;
- Or
- b) The Company has a right to sell the part of or the full factually generated electricity at its sole discretion to ESCO in accordance with the Guaranteed Power Purchase Agreement signed with ESCO with a tariff of 5.0 (five) US Cents per KWh and/or to any other off-taker within Georgia with a free (deregulated) tariff. In such event, the Company shall inform ESCO about the volume of the electricity to be sold to ESCO during the Winter Months at least 1 (one) month prior to the beginning of each year of the Initial Operation Period.

The Company shall serve the written notification of its decision (choice) on the condition "a" or "b" above at which the electricity shall be sold to the GOG and to ESCO within 12 (twelve) months after the Effective Date in accordance with Article 24 of this MOU, according to which the Guaranteed Power Purchase Agreement shall be signed between the Company and ESCO. Provided that the Company fails to serve such notification within 12 (twelve) months as defined above, electricity shall be sold at, and the Guaranteed Power Purchase Agreement shall be signed with ESCO with the condition "b" of this Article. For the avoidance of any doubt, the Company shall have a right to choose between the condition "a" or "b" above at which the electricity shall be sold to ESCO only once as defined hereunder.

12. Other than the Winter Months of the Initial Operation Period (May, June, July, August), the Company is entitled to sell generated power at its sole discretion and may export the electricity according to the Applicable Law.

OBLIGATIONS OF THE PARTIES

13. For the purposes of implementation of the Project, subject to the terms of this MOU and the Applicable Law, the Company shall:
- 13.1 Ensure due implementation of the Project;
 - 13.2 Maintain the Facility within the Technical Parameters;
 - 13.3 Ensure that during project implementation period, at least 80% of employees (except management and experts) on this project shall be citizens of Georgia;
 - 13.4 Sell no less than 20 (twenty) % of annual power generation of the Facility to the internal market of Georgia during the Winter Months of the Initial Operation Period, in order to ensure electricity demand of Georgia.
14. The obligations of the GOG are as follows:
- 14.1 The GOG within its competence shall use its best endeavors to assist the Company with the implementation of the Project in any manner, which shall include the issuance of any permits and licenses including construction permit, Generation License etc. which are required for implementation of the Project, provided that the Company meets the relevant requirements in accordance with the Applicable Law;
 - 14.2 The GOG within its competence shall use its best endeavors to prevent any possible delay in importation of any material to the State for the purposes of the Project, provided that the Company has met the relevant requirements in accordance with the Applicable Law;
 - 14.3 Within its competence and provided that the company has met all relevant requirements under Applicable Law, the GOG shall ensure that the rights on the State owned land plots necessary for the implementation of the Project shall be transferred to the Company in accordance with Applicable Law;
 - 14.4 All fossils, coins, articles of value or antiquity, and structures and other remains or items of geological or archaeological interest, man-made and other physical obstructions found on the Site shall be removed under the care and authority of the GOG in accordance with the Applicable Law.

EXTENSION OF TIME

15. The Company shall have a right to request time extension should any of the following events affect implementation of the Project, for a period at least equal to delay arising out of following events:
- 15.1 a force majeure event; or
 - 15.2 any default or breach under the MOU by GOG, or ESCO;
 - 15.3 State or local self-governing bodies of Georgia, or their representatives acting illegally, failing to act, or not fulfilling their obligations (fully or partially) or any delays attributable to the GOG or any State or local self-governing bodies of Georgia, or judicial orders or decisions, injunction of a governmental authority, directly affecting the implementation of the project, which are not connected to the Company acting illegally, failing to act or not fulfilling its obligations (fully or partially) under this MOU, and/or any other contract, and/or Applicable Law;
 - 15.4 Company applies for any permits, licenses, approvals, authorizations, etc. including any permit required for Preconstruction Phase works, construction permit, Generation License etc. which are required for implementation of the relevant Project and has met relevant requirements in accordance with the Applicable Law and such are not issued by the State authorities in accordance with Applicable Law; or
 - 15.5 If the Company due to the reasons attributable to GOG cannot access to the Site to perform necessary works specified in Annex 2 and Annex 3 despite Company has met relevant requirements in accordance with the Applicable Law.

16. For avoidance of any doubt the Company shall not have the right to request time extension if events affecting the implementation of the Project are caused by contractors and/or subcontractors of the Company.

TERMINATION OF THE MOU

17. The GOG may terminate the MOU wholly and unilaterally, by serving the written notice to the Company, in following cases:
- 17.1 In case the Company violates the Schedule defined by Annex 2 of the MOU and such violation lasts for more than 30 (thirty) days in total.
 - 17.2 In case the Company fails to fulfill any of its obligations defined by the article 13 of the MOU and such violation lasts for more than 60 (sixty) days in total.
 - 17.3 In case the amount of fine, according to Articles 10.2 and/or 10.3 of the MOU reaches 50 (fifty) % or more of the full amount of the initial Construction Security.
 - 17.4 In case the GOG made a positive decision on the construction and operation of the Facility according to Article 7 of the MOU, but the Agreement is not signed by the Parties within the timeframe defined by Article 7 of the MOU.
 - 17.5 In case if force majeure event continues for more than 120 (one hundred and twenty) days.
18. The termination of the MOU by the GOG according to Article 17 of the MOU shall cause the following:
- 18.1 The rights (including ownership rights) on the land plots necessary and/or affected for the implementation of the Project shall be transferred to the State free of charge and free of all encumbrances.
 - 18.2 The Company shall be deprived the right to implement the relevant Project.
 - 18.3 Exclusive ownership rights of the Feasibility Study and the environmental and social impact assessment reports, as well as any other documents and drawings related to the Project which may be in possession of the Company (including new documents developed by the Company) shall be transferred to the GOG free of charge.
 - 18.4 Except as provided in Articles 18.1 and 18.3 and in addition to it, other movable and immovable property of the Company necessary for the implementation of the Project shall be transferred to the GOG free of all encumbrances, for which the Company shall be entitled to receive the compensation equal to the total amount of audited and documented factual cost of the assets transferred to the GOG in accordance to this article.
19. The Company may terminate the MOU wholly and unilaterally, by serving the written notice to the GOG, in following cases:
- 19.1 In case the GOG fails to fulfill its obligations as given in Article 14 hereunder. The GOG must be notified no later than 90 (ninety) days prior to such termination.
 - 19.2 The Company elects to exercise its right under Article 6 of the MOU. The GOG must be notified no later than 30 (thirty) days prior to such termination.
 - 19.3 In case the GOG decides not to implement the Project on the basis of Article 7 of the MOU, despite Company's decision to implement the Project in accordance with Article 5 of the MOU.
 - 19.4 In case if force majeure event continues for more than 120 (one hundred and twenty) days. In this case, the Company shall be entitled to receive the compensation provided in Article 18.4 of the MOU.
20. The termination of the MOU by the Company according to Article 19 of the MOU shall cause the following:
- 20.1 The rights (including ownership rights) on the land plots necessary and/or affected for the implementation of the Project shall be transferred to the State free of charge and free of all encumbrances.
 - 20.2 The Company shall be deprived of the right to implement the Project.

- 20.3 Exclusive ownership rights of the Feasibility Study and the environmental and social impact assessment reports, as well as any other documents and drawings related to the Project which may be in possession of the Company (including new documents developed by the Company) shall be transferred to the GOG free of charge.
- 20.4 In case of termination of this MOU in accordance with Article 19.1 of the MOU, the Company shall be entitled to receive the audited and documented Investment Cost.
21. Termination of the MOU by the GOG or by the Company shall cause the termination of the MOU for all Parties and accordingly the termination of the Power Purchase Agreement.

DISCRIMINATORY CHANGE IN LAW AND TAX

22. The Government within its competence agrees that it shall not initiate or propose any discriminatory changes in the Law of Georgia or approve or otherwise allow any regulations which would apply expressly to:
- 22.1 The Project and not to similar projects procured under an agreement with the Government;
 - 22.2 The Company and not to other persons in general; and/or
 - 22.3 Any contractors or operators with whom the Company has entered into contractual arrangements in connection with the Project and not to other persons in general.
23. The Government may not initiate any regulation or amendment to the law in respect of any discriminatory taxes or other similar duties to be imposed, which would apply expressly to:
- 23.1 The Project and not to similar projects procured under an agreement with the Government;
 - 23.2 The Company and not to other persons in general; and/or
 - 23.3 Any contractors or operators with whom the Company has entered into contractual arrangements in connection with the Project and not to other persons in general.

AMENDMENTS OF THE MOU

24. Amendments:
- 24.1 This MOU may be amended by written agreement between the Parties;
 - 24.2 After finalization of environmental and social impact assessment report and Feasibility Report, the MOU may be amended due to the changes in Technical Parameters of the Facility upon request of the Company provided that it should be acceptable to the GOG;
 - 24.3 If any provision of this MOU becomes invalid or unenforceable, the validity of other provisions shall not be affected.

NOTIFICATIONS

25. A notice under or in connection with this MOU (a "Notice"):
- 25.1 Shall be in writing;
 - 25.2 Shall be made in English or Georgian language;
 - 25.3 Shall be delivered personally or sent by post (air mail if overseas), courier, or electronically (with original to follow) to the party;
 - 25.4 Shall be effective when actually received.

GOVERNING LAW AND DISPUTE RESOLUTION

26. This MOU shall be governed by the laws of Georgia.

27. Any dispute, controversy or claim arising out of or in connection with the application, interpretation, existence, validity, breach, termination and/or enforcement of this MOU between the GOG and the Company will be ultimately resolved through arbitration, the outcome of which shall be binding upon both parties to this agreement.

The Parties shall in the first instance negotiate in good faith to reach an amicable settlement to the dispute. The party initiating such negotiations shall invite the other party to an initial meeting to discuss by means of a notification, whereby the other party shall be obliged to attend and participate in such meeting held no later than 30 (thirty) Days after the receipt of invitation, whereby in any event such invitation shall be deemed to have been received 15 (fifteen) Days after having been submitted to a first class courier service or equivalent. The parties shall have a period of 30 Calendar Days after the initial meeting as described above to reach an amicable settlement, failing which shall be deemed that both parties agree that no amicable settlement can be reached.

Having failed to reach an amicable settlement on the dispute, the dispute shall be submitted for final and binding settlement to an Arbitration panel in accordance with UNCITRAL Arbitration Rules as presently in force. Arbitration proceedings should be initiated within 60 (sixty) Calendar Days after failure to reach an amicable settlement.

- There shall be three Arbitrators and the appointing authority shall be the London Court of International Arbitration;
- Each Party shall appoint one Arbitrator;
- The third Arbitrator shall be appointed by the first two Arbitrators;
- If within 14 (fourteen) days after the receipt of a party's notification of the appointment of an arbitrator the other party has not notified the first party of the arbitrator it has appointed, the first party may request the appointing authority to appoint the second arbitrator;
- The costs of the nominated Arbitrators would be borne by the nominating Party, and the costs and expenses of the third Arbitrator would be borne equally by the Parties together;
- The seat and place of Arbitration shall be London, England and the English language shall prevail throughout the Arbitration proceedings. The decision of any such Arbitration Tribunal shall be final and binding on the Parties.

FORCE MAJEURE

28. Force Majeure shall mean any event beyond the reasonable control of either Party, the occurrence of which could not have been reasonably foreseen at the date of signing the MOU, including but not limited to war, civil war, invasion, armed conflict, hostile act of a foreign enemy, act of terrorism, radiation, biological or chemical contamination, ionizing radiation, explosion, fire, epidemic, cyclone, tidal wave, landslide, lightning, earthquake, flood, volcanic eruption, other natural disaster and any other similar event.
29. If any Party hereto is affected by Force Majeure as defined in previous article, it shall give written notice to the other Party immediately after becoming aware thereof. A detailed report elaborating the reasons and consequences of the Force Majeure event shall be provided by any affected Party to the other Party.
30. If a Force Majeure event shall prevent the total or partial performance of any of the obligations of either Party under the MOU, then the Party claiming Force Majeure shall be excused from whatever performance is prevented thereby to the extent so affected and the other Party shall not be entitled to terminate this MOU except as otherwise provided herein.

ADDITIONAL CONDITIONS

31. The MOU enters into force on the Effective Date and is in force until all obligations are fulfilled by the Parties, unless it is terminated in accordance with the MOU.
32. The MOU is made in English language, into 3 (three) equally binding copies.

SIGNATORIES

The Government of Georgia

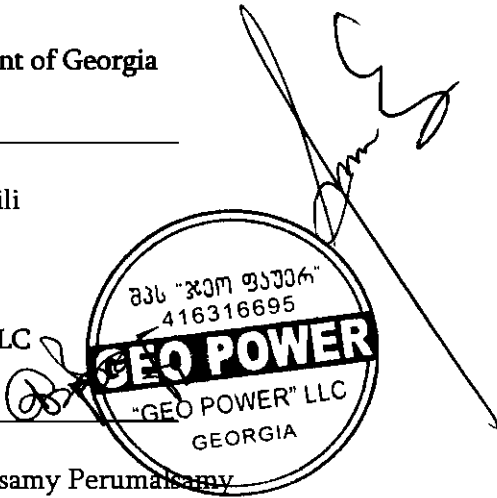
Mr. Ilia Elosvhili

"Geo Power" LLC

Mr. Venugopalsamy Perumalsamy

JSC "Electricity System Commercial Operator"

Mr. Vakhtang Ambokadze



Annex No. 1

NAME	LOCATION	RIVER ELEVATION M. A. S.		ANNUAL GENERATION	CAPACITY
Akhalsopeli HPP	R. Avaniskhevi, V. Akhalsopeli	622	410	27.36 GWh	5 MW

Annex No. 2

The Quantity of Months from the date of signing the Memorandum	3	6	9
Sites and main parameters definitions	-	-	
Topographical Surveys and Preparation of Maps	-	-	
Geological, Geophysical	-	-	
Seismic Risk analysis	-	-	
Construction Materials Survey	-	-	
Meteorological and Hydrological Studies	-	-	
Hydraulic Studies	-	-	
Alternative Analysis	-	-	
Technical Design	-	-	
Infrastructure	-	-	
Power Generation and Utilization	-	-	
Transmission System Associated	-	-	
Bills of Quantities	-	-	
Construction Organization	-	-	
Economic Analysis	-	-	-
Financial Analysis	-	-	-
Procurement Planning and Execution Scheme	-	-	-
Timetable of Work- Force Training	-	-	-
Feasibility Study completion and Submission	-	-	-
Environmental and Social Assessment report completion and Submission	-	-	-
Conduct the public Hearings an submit the results	-	-	-
Locate and determine the lands necessary for the implementation of the Project	-	-	-
Submission of the proposal to the Government about the implementation of the Project	-	-	-

Annex No. 3

PRECONSTRUCTION PHASE		CONSTRUCTION PHASE		
Start	End	Start	Commencement of Construction Works based on Construction Permit	End
The Effective Date of the MOU	The Effective Date of the Agreement	The Effective Date of the Agreement	3 Months after the Effective Date of the Agreement	Commencement of Operations
14 Months after the Effective Date of the MOU		39 Months after the Effective Date of the Agreement		

A G R E E M E N T

Tbilisi

The Government of Georgia (hereinafter referred to as “GOG”) represented by the Minister of Energy of Georgia Mr. [name, surname];

[Title of the Company], ID Code: [●] (hereinafter referred to as “Company”) represented by [position, name, surname].

Whereas the Principle parties based on Feasibility Study, environmental and social impact assessment and the results of public hearings prepared and submitted by the Company according to the MOU, have made a mutual decision on Construction of Facility Defined by the Annex 1 of the MOU;

Whereas the Company has submitted to the GOG the Construction Security in accordance with the article 10.1 of the MOU;

Now, therefore Principal Parties sign the present Agreement to commence the Construction Phase.

The present Agreement enters into force (Effective Date) following its execution by the parties.

Signatures:

The Government of Georgia

[Name, Surname]

[Title of the Company]

[Name, Surname]



საქართველოს მთავრობის განკარგულება

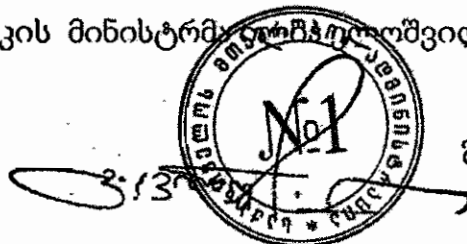
№1992 2016 წლის 30 სექტემბერი ქ. თბილისი

საქართველოს მთავრობას, სს „ელექტროენერგეტიკული სისტემის კომერციულ ოპერატორსა“ და შპს „ჯეო ფაუნერ“ შორის ჰიდროელექტროსადგურ „ახალსოფლის“ მშენებლობის ტექნიკურ-ეკონომიკური საკითხების შესწავლის, მშენებლობის, ფლობისა და ოპერირების შესახებ დასადები ურთიერთგაგების მემორანდუმის თაობაზე

1. მოწონებულ იქნეს საქართველოს მთავრობას, სს „ელექტროენერგეტიკული სისტემის კომერციულ ოპერატორსა“ და შპს „ჯეო ფაუნერ“ შორის ჰიდროელექტროსადგურ „ახალსოფლის“ მშენებლობის ტექნიკურ-ეკონომიკური საკითხების შესწავლის, მშენებლობის, ფლობისა და ოპერირების შესახებ დასადები ურთიერთგაგების მემორანდუმი.

2. „საქართველოს მთავრობის სტრუქტურის, უფლებამოსილებისა და საქმიანობის წესის შესახებ“ საქართველოს კანონის 27-ე მუხლის შესაბამისად, ამ განკარგულების პირველ პუნქტში მითითებულ ურთიერთგაგების მემორანდუმს, საქართველოს მთავრობის სახელით, ხელი მოაწეროს საქართველოს ენერგეტიკის მინისტრმა გიორგი კვირიკაშვილმა.

პრემიერ-მინისტრი



გიორგი კვირიკაშვილი



საქართველოს იუსტიციის სამინისტრო
MINISTRY OF JUSTICE OF GEORGIA



KA010100280874216

საქართველო, ქ. თბილისი, 0114, გორგასლის ქ.24 ა. ტელ.: 2 40-51-48, 2 40-58-36, ელ. ფოსტა: info@justice.gov.ge
24 a. Gorgassali str., 0114, Tbilisi, Tel.: 2 40-51-48, 2 40-58-36, E-MAIL: info@justice.gov.ge

№2010

28 / მარტი / 2016 წ.

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საქართველოს ენერჯეტიკის
მინისტრის მოადგილეს,
ბატონ ირაკლი ხმალაძეს

ბატონო ირაკლი,

საქართველოს იუსტიციის სამინისტრომ განიხილა თქვენ მიერ 2016 წლის 23 მარტის №04/1027 წერილით წარმოდგენილი საქართველოს მთავრობას, შპს „ჯეოსთილსა“ და სს „ელექტროენერჯეტიკული სისტემის კომერციულ ოპერატორს“ შორის დასადები ურთიერთგაგების მემორანდუმის პროექტი, რომელთან დაკავშირებით გაცნობებთ, რომ საშარტულბრივი ხასიათის შენიშვნები არ გვაქვს. აქვე შევნიშნავთ, რომ მემორანდუმის პროექტს აქვს ტექნიკური ხასიათის ხარეზი, კერძოდ, იმის გათვალისწინებით, რომ მემორანდუმის პროექტის მე-11 მუხლში გამოყენებული ტერმინები „Power Purchase Agreement“ და „Guaranteed Power Purchase Agreement“ განსაზღვრავს ერთსა და იმავე ხელშეკრულებას, აღნიშნული ტერმინები უნდა შეიცვალოს ერთი სახელწოდებით.

პატივისცემით,

გ. დხიჭიფანიძე

მინისტრის მოადგილე

გოჩა ლორთქიფანიძე



ელექტროენერგეტიკული ბაზრის ოპერატორი
Electricity Market Operator

საქართველო, თბილისი, 0114, ბარათაშვილის ქ. 2
ტელეფონი: 2401420; ფაქსი: 2601915

2 Baratashvili Str., 0114 Tbilisi, Georgia
Phone: +995 32 2401420; Fax: +995 32 2601915

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16/05/2016

597-01-2-201605161603



თანხმობა ხელმოსაწერი
ურთიერთგაგების მემორანდუმის
პროექტზე

საქართველოს ენერგეტიკის მინისტრის
მოადგილეს ბატონ ირაკლი ხმაღამეს

ბატონო ირაკლი,

საქართველოს ენერგეტიკის სამინისტროს 2016 წლის 23 მარტის #04/1028 წერილის პასუხად გაცნობებთ, რომ ბაზრის ოპერატორმა განიხილა საქართველოს მთავრობას, შპს „ჯეოსთილსა“ და სს „ელექტროენერგეტიკული სისტემის კომერციულ ოპერატორს“ შორის დასადები მემორანდუმის პროექტი (ახალსოფელი ჰესი), რომელთან დაკავშირებითაც მოგახსენებთ შემდეგს:

მემორანდუმის მე-11 მუხლში მოცემული ფორმულირება გამომუშავებული ელექტროენერჯის შესყიდვის პირობებთან დაკავშირებით არის ბუნდოვანი. კერძოდ, მე-11 მუხლის პირველი აბზაცის თანახმად საწყისი ექსპლუატაციის პერიოდის ყოველი წლის „ზამთრის თვეების“ განმავლობაში, კომპანია ვალდებულია ელექტროენერჯის წლიური ფაქტობრივი გამომუშავების სულ მცირე 20%-ის რეალიზაცია განახორციელოს შიდა ბაზარზე არსებულ ნებისმიერ მყიდველზე, ხოლო მეორე აბზაცის თანახმად კი საწყისი ექსპლუატაციის პერიოდის „ზამთრის თვეების“ განმავლობაში კომპანია ვალდებულია განახორციელოს გამომუშავებული ელექტროენერჯის რეალიზაცია „ესკოზე“ შემდეგი პირობებით :

(ა)კომპანია ვალდებულია ექსკლუზიურად მიყიდოს „ესკოს“ ელექტროსადგურის მიერ ფაქტობრივად გამომუშავებული ელექტროენერჯია სრულად 5.5 აშშ ცენტად;
ან

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სს „ელექტროენერგეტიკული სისტემის კომერციული ოპერატორი“
რეგისტრირებულია ქ. თბილისის საგადასახადო ინსპექციის მიერ 07.08.2006; საიდ. კოდი 205170036

ELECTRICITY SYSTEM COMMERCIAL OPERATOR JSC
Registered by Tbilisi Tax Inspectorate on 07.08.2006; ID CODE 205170036

(ბ) კომპანია უფლებამოსილია, თავისი შეხედულებისამებრ, სრული ფაქტობრივი გამომუშავების მთლიანი ან ნაწილობრივი ოდენობა მიყიდოს ესკოს 5.0 აშშ ცენტად.

როგორც ამჟამად შემოთავაზებული ვერსიიდან ჩანს, „ა“ და „ბ“ პუნქტები აწესებენ სპეციფიკურ პირობებს პირველ აბზაცში მოცემული პირობის შესასრულებლად. თუ ეს ასეა, მაშინ პირველ აბზაცში და „ა“ პუნქტში მოცემული ფორმულირებები ერთმანეთს გამორიცხავენ.

ვინაიდან ჩვენს შორის გამართული შეხვედრის შედეგად გაირკვა, რომ მემორანდუმის მე-11 მუხლის პირველ აბზაცში მოცემული პირობა წლიური ფაქტობრივი გამომუშავების არანაკლებ 20%-ის საქართველოს ბაზარზე რეალიზაციასთან დაკავშირებით ეხება არა ესკოს, არამედ მხოლოდ შიდა ბაზარზე რეალიზაციას საქართველოს ენერჯეტიკის მინისტრის N40 ბრძანებასთან შესაბამისობის მიზნით, მაშინ მემორანდუმში უფრო მკაფიოდ უნდა გაიწეროს ეს ფორმულირება და მე-11 მუხლის პირველ აბზაცში მოცემული პირობა (20%-ის საქართველოში დატოვების ვალდებულებასთან დაკავშირებით) უნდა გადავიდეს კომპანიის ვალდებულებების მუხლში, რათა უფრო გარკვევით იკითხებოდეს ესკოს ვალდებულებები ელექტროსადგურის მიერ გამომუშავებული ელექტროენერჯის შესყიდვასთან დაკავშირებით.

მიგვაჩნია, რომ მემორანდუმის მე-11 მუხლი უნდა შეიცვალოს და ჩამოყალიბდეს შემდეგი რედაქციით:

11. For the first 10 (ten) years of operation, beginning from the date of Commencement of Operation of the Facility (the “Initial Operation Period”), during the following months of each year: January, February, March, April, September, October, November and December (the “Winter Months”):

- a) the company shall sell the full factual power generation of the Facility exclusively to ESCO in accordance with the Guaranteed Power Purchase Agreement with a tariff of 5.5 (five point five tenth) USD Cents per KWh (“ESCO Price”) at the inter connection point,
- or
- b) the Company is entitled to sell the part of or the full factually generated electricity at its sole discretion to ESCO in accordance with the Guaranteed Power Purchase Agreement signed with ESCO with a tariff of 5.0 (five) US Cents per KWh and/or to any other off-taker within Georgia with a free (deregulated) tariff. The Company shall inform ESCO about the volume of electricity to be sold to ESCO during the “Winter Months” at least 1 month prior to the beginning of each year of the Initial Operation Period.

The Company shall serve the written notification of its decision (choice) on the condition “a” or “b” above at which the electricity shall be sold to the GOG and ESCO within 12 (twelve) months after the Effective Day in accordance with Article 24 of this MOU, according to which the Guaranteed Power Purchase Agreement shall be signed between the Company and ESCO. Provided that the Company fails to serve such notification within 12 (twelve) months as defined above, electricity shall be sold at, and the Guaranteed Power Purchase Agreement shall be signed with ESCO with the condition “b” of this Article. For the avoidance of any doubt, the Company has the right to choose between the condition “a” or “b” above at which the electricity shall be sold to ESCO only once.

ამასთანავე, მემორანდუმის მე-13 მუხლს უნდა დაემატოს 13.4 პუნქტი შემდეგი რედაქციით:

13.4 In order to ensure electricity demand of Georgia, for the first 10 (ten) years of operation, beginning from the date of Commencement of Operation of the Facility (the “Initial Operation Period”), during the following months of each year: January, February, March, April, September, October, November and December (the “Winter Months”), the Company shall sell no less than 20 (twenty) % of annual power generation of the Facility to the internal market of Georgia.

პატივისცემით,

ვახტანგ ამბოკაძე



გენერალური დირექტორი