

# **A g r e e m e n t**

**Between**

**The Government of Georgia,**

**Dariali Energy LTD,**

**Energotrans LTD,**

**And**

**Electricity System Commercial Operator LTD**

**Date: May 19, 2011**

**Tbilisi, Georgia**

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## AGREEMENT

This **Implementation Agreement** (hereinafter the "**Agreement**") is made on **May 19, 2011** by and between the following parties:

- (1) **Government of Georgia**, represented by the Ministry of Energy and Natural Recourses of Georgia with authorization provided to the Minister of Energy and Natural Recourses of Georgia, Alexander Khetaguri, pursuant to decree of the Government of Georgia #891, dated April 21, 2011 (the "**GOG**");
- (2) **Dariali Energy LTD** - with legal address at #8, Chachava str., Tbilisi, Georgia (the "**Company**"), represented by Director Lasha Jordanishvili;
- (3) **Electricity System Commercial Operator LTD** - with legal address at #2, Baratashvili str., Tbilisi, Georgia (the "**ESCO**"), represented by General Director Irina Milorava;
- (4) **Energotrans LTD** - with legal address at #2, Baratashvili str., Tbilisi, Georgia (the "**ET**"), represented by Director Kakha Sekhniashvili;

### Preamble

**Whereas**, the Ministry of Energy of Georgia announced the expression of interest for construction of the Dariali HPP in Mtskheta-Mtianeti Region, on the river Tergi, in Georgia;

**Whereas**, according to the current regulations company applied for the participation in the expression of interest;

**Whereas**, according to the resolution of the Government of Georgia #549 dated March 11 2011 the Company was announced as a winner in the expression of interest;

**Now Therefore**, parties are willing for the purpose of implementation of the Project to agree in binding on terms and conditions of the present Agreement, according to which the Company shall have right to implement the Project on BOO basis, further defined hereunder.

### Section 1. Definitions

1.1 The terms and definitions mentioned in this Agreement shall have the following meaning:

1. "**BOO**" shall mean Build, Own, Operate i.e. the exclusive right to design, construct, finance, own, implement, operate and maintain the Facility for indefinite term;
2. "**Effective Date**" shall mean the date of signature of this Agreement;

3. **"Electricity (Power) Balance"** shall mean the annual energy balance;
4. **"ESCO"** shall mean Electricity System Commercial Operator LTD;
5. **"ET"** shall mean Energotrans LTD;
6. **"ET Agreement"** shall mean an agreement to be entered into between ET and the Company, in connection with the Project;
7. **"Transmission Agreement"** shall mean an agreement on relevant transmission service, which together with the ET Agreement shall form a legal basis for ensuring transmission of the electricity within Georgia and/or for the export purposes;
8. **"Facility"** shall mean the Dariali Hydro Power Plant with the technical parameters given in Annex;
9. **"Financing Agreements"** shall mean financing agreements, pursuant to which the Company obtains debt or equity financing from the Lenders in connection with the Project;
10. **"Lenders"** shall mean private or public finance institutions, corporations, fund, banks, accounts, office corporate etc., which shall provide debt or equity financing to the Company for the purpose of implementation of the Project;
11. **"Generation License"** shall mean the document to be issued by the Georgian National Energy and Water Supply Regulatory Commission in accordance with the Georgian legislation, which confirms the right of the Company for the generation of electricity;
12. **"Guaranteed Power Purchase Agreement"** shall mean a direct agreement to be signed between the Company and ESCO prior to starting operation of the Facility in accordance with the terms defined in this Agreement;
13. **"Operation Year"** shall mean each operation year commencing on 1 September and finishing on 31 August of the following year;
14. **"Parties"** shall mean the GOG, the Company, ESCO and ET jointly;
15. **"Principal Parties"** shall mean the GoG and the Company;
16. **"Project"** shall mean the construction and operation on a BOO basis of the Dariali Hydro Power Plant in Georgia, on the river Tertgi;
17. **"Site"** shall mean the site of Project appurtenances, generating plant, land, waterways, roads and any rights acquired or to be acquired by the company for the purposes of the Project on, through, above or below the ground on which the Dariali HPP or any part thereof is to be built and all rights of way and access from public highways;
18. **"State"** shall mean Georgia;



19. "**Commercial Operation**" shall mean once the Facility is capable of delivering power on a regular basis after having successfully completed the commissioning tests as per prudent utility practices;
20. "**Take-or-Pay Principle**" shall mean the principle whereby, in accordance with the terms of the ET Agreement:
- a) ET agrees to provide to the Company the necessary capacity through the Export Line for the Term in respect of Facility and if ET does not provide the Company with such capacity, ET shall reimburse the Company the full amount of the loss of profit which the Company incurs as a result of not being able to transmit to Turkey through the Export Line; and
  - b) the Company agrees to pay ET a specified amount for the services being provided by ET to the Company in connection with the Export Line and if the Company utilizes such transmission services from ET in an amount less than such specified amount, the Company shall nevertheless pay such specified amount during the period specified in the ET Agreement except where such deficiency is as a direct result of the breach of ET or GOG under this Agreement;
21. "**Validity Term**" shall have the meaning given such term in Section 5.1 and upon expiration of which the Company shall freely own and operate the Facility;
22. "**Transmission Grid**" shall mean the Internal Transmission Line and the Export Line;
23. "**Internal Transmission Line**" shall mean internal transmission network to be utilized for the purpose of transmission of power from the facility to the interconnection stations with Export Line;
24. "**Export Line**" shall mean the 500/400 KV from Akhaltsikhe to the Turkish border transmission line owned and operated by ET.

1.2 Other terms and definitions mentioned in this Agreement shall have the meaning given under the Georgian legislation.

## **Section 2. Subject of the Agreement**

2.1 The purpose of this Agreement is to set out the implementation of the Project by the Company under the terms and conditions set out herein or amended from time to time in accordance with the Section 12 of this Agreement.

2.2 The Annexes to this Agreement define technical parameters of the Facility to be constructed by the Company, which includes the information regarding location of the Facility, designated installed capacity, estimated investment, estimated annual power generation output.

2.3 The Company is authorized to transfer its full or partial rights and/or obligations hereunder to any third party, subject to written approval by the GOG. The GOG shall not unreasonably withhold such approval.

### **Section 3. Terms and Time Lines of the Project Implementation**

3.1 Parties agree on time-lines to be deployed within the scope of implementation of the Project. In case of failure of the Company to meet the below timelines, the GOG shall have right to impose penalties in accordance with Section 4.6. For the purpose of this provision the Company shall:

- (a) apply the construction permit for construction of the Dariali Hydro Power Plant in a due manner and in accordance with the permission requirements set out in the Georgian legislation, shall obtain above mentioned permit and shall commence construction of the Dariali Hydro Power Plant (subject to construction permit) not later than in 6 (six) months from the Effective Date;
- (b) complete construction of the Dariali Hydro Power Plant not later than in 30 months from obtaining of construction permit;
- (c) commence Commercial Operation of the Dariali Hydro Power Plant not later than in 2 months from completion of construction of Dariali Hydro Power Plant.

### **Section 4. Rights and Obligations of the Parties**

4.1 For the purposes of implementation of the Project, subject to the terms of this Agreement and the applicable legislation of Georgia, the Company shall:

- (a) raise necessary funds for effective implementation of the Project;
- (b) procure construction of the Facility described in the Annexes and commencement of their operation in compliance with the agreed terms and timelines outlined in this Agreement and its Annexes;
- (c) submit to the GOG periodically, i.e. every six months information relating to the progress of the Project implementation from the Effective Date until the commencement of operation of the Facility; and
- (d) maintain the Facility within the technical parameters set out in the Annexes to this Agreement for the Validity Term.

4.2 The Company hereby undertakes that during the implementation of the Project it shall assure material compliance with all technical, legal and other terms listed for the Facility in the Annexes to this Agreement.

4.3 For the first ten years of operation, beginning from the date of commencement of Commercial Operation of the Facility (the "**Initial Operating Period**"), the full power output of Facility during the winter months of each year, (being the months of December, January and February (the "**Winter Months**") shall be, under conditions defined in Section 4.4, sold exclusively for the purposes of meeting the internal



demand of Georgia subject to requirement, which shall be reflected in the Electricity (Power) Balance of the respective year or in other similar document.

4.4 For the purposes of Section 4.3 above, for the Initial Operating Period, during the Winter Months, the Company shall sell the generated power at its sole discretion to any purchaser in Georgia under a free (deregulated) tariff and/or in accordance with the Guaranteed Power Purchase Agreement to be signed with ESCO with a tariff 6,5 USD Cent per KWh at the bus bar. The Company may otherwise sell generated power at its discretion and may export electricity.

4.5 In the period indicated in Section 4.3 above, the power generated by the Facility shall be sold in accordance with Section 4.4, while in the other months of each operation year the Company shall have the right at its sole discretion to choose which market (either local or export) to sell electricity produced by the Facility and the price at which it shall be sold.

4.6 In case of a delay of any terms of the time-schedule set out in Section 3.1, which is attributable to the Company, the GOG shall have right to impose following penalties on the Company:

- (a) 150 USD per each day of delay for the first complete calendar year;
- (b) 500 USD per each day of delay from the first day of delay of the next calendar year up to and including the 30th day;
- (c) 1,000 USD per each day of delay from the 31st day of delay of the next calendar year up to and including the 60th day; and
- (d) 1,700 USD for each day of delay from the 61st day of the next calendar year onwards.

4.7 Without limiting rights of the GOG on damage compensation, the total amount of penalties (600 000 Six Hundred Thousand USD – the “Penalty Cap”) accrued in accordance with the Section 4.6 shall be GOG's remedy and the Company's liability in relation to any delay of the timelines under Section 3.1.

4.8 If the Company within 14 (fourteen) working days from the first day of delay provides GOG with relevant reasonable justification in writing and evidence that the reason for delay is not attributable to the Company, then the Company shall be released from the sanctions applicable under Section 4.6 and shall be entitled to request an adequate time extension.

4.9 For the purpose of Sections 4.6 and 4.8 and for avoidance of any doubt, any delay in implementing the terms and conditions of the Agreement shall be considered as not being attributable to the Company if it is caused:

- (a) by a force majeure event in accordance with Section 15;
- (b) by the breach of the Agreement by the GOG;



- (c) 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
- (d) by any transmission and/or dispatch licensees of the Georgian electricity system or their representatives acting illegally, failing to act, or not fulfilling their obligations (fully or partially).

4.10 The Company shall be entitled to an extension of time for fulfillment of its obligations under this Agreement in case of the following event:

- (a) There are general law and order problems in and around the site for security and safety of properties of the Company, protection of life of workers, design, construction, commissioning and subsequent operation and maintenance including access to the site;
- (b) Exceptionally adverse climatic conditions;
- (c) Unforeseeable shortages in the availability of personnel or goods caused by epidemic or governmental actions, or
- (d) Any other unforeseeable physical conditions such as natural physical conditions & man made and other physical obstructions and pollutants which the Company encounters at site when executing the works, including sub surface and hydrological condition, delays, impediment or prevention caused by or attributable to the GOG or other public bodies.

4.11 Provided that terms for fulfillment of the obligations within the time-schedule is not extended as provided in this Section 4, the Company shall be obliged to make payments due according to Section 4.6 within 60 calendar days after the GOG notification.

4.12 For the purposes of implementation of the Project, subject to the terms of this Agreement and the applicable legislation of Georgia, the GOG:

- (a) shall assist the Company with the implementation of the Project within its authority as contemplated by this Agreement, and GOG shall assist the Company in acquiring the relevant licenses and permits, which includes but is not limited to water usage and environment impact license, license/permit for storing & using explosives, collection, crushing and using boulders, river bed materials and rock from quarries etc, provided that the Company meets the relevant requirements under the Georgian legislation.
- (b) shall submit the proposal to the President of Georgia to transfer of necessary land parcel for construction of Dariali Hydro Power Plant construction to the Company, subject to completion of implementation of the Project by the Company ("**Transferred Assets**"). The Company shall be allowed to assign to, dispose, or create a security interest in favor of Lenders in its rights and interests. In order for the Company to exercise



such rights on assignment, disposal and/or creating security interests, it shall obtain prior written approval from the GOG. After commencement of the Commercial Operation of the Facility, the foregoing limitation shall cease and the Company shall have right to freely assign to, dispose, or create a security interest in favor of Lenders.

- (c) in case if the Company applies for permits/licenses and has met relevant requirements under the Georgian legislation and permits/licenses are not issued by the state authorities within the timeframes given under Georgian legislation, GOG shall grant to the Company a relevant time extension for fulfillment of its obligations under this Agreement.
- (d) within its competence permit or assist the Company in obtaining relevant permits and authorization to construct roads, bridges, culverts and other infrastructure as considered necessary for the Project on the site.
- (e) shall within its competence assist the Company to secure the closure of relevant agreements with ET and ESCO.

4.13 ET and The Company will sign relevant agreement based on Take-or-Pay Principle, which shall ensure the right of the Company to utilize Export Line for the purpose of export of electricity produced by the Facility to Turkey. ET, according to ET Agreement and Georgian legislation for the relevant period, shall guarantee the provision of the necessary capacity to the Company on the above mentioned line to allow the transmission of the electricity to be produced by the Facility for a period of 20 years after commencement of operation of the Facility taking in to consideration the Normative losses in Transmission Grid.

## **Section 5. Effectiveness of the Agreement**

5.1 This Agreement shall enter into force from the Effective Date and shall remain in full force and effect for 20 years. For the avoidance of any doubt, the expiry of the Validity Term, and also in case of suspension of this Agreement as a result of a force majeure event pursuant to Section 15 of this Agreement, shall have no impact on the ownership, usage, operation or legal and trading rights (including sale and export of the electricity generated by the Facility) of the Company with respect to the Project. Upon expiration of the Term, the Company shall freely own and operate the Facility, generate electricity and sell and/or export all the electricity generated or acquired by the Company on its own trading terms in accordance with applicable international agreements of Georgia, the constitution of Georgia and Georgian legislation.

5.2 If at some time after this Agreement has been suspended as a result of a force majeure event in accordance with Section 15 of this Agreement, such force majeure event ends, with the result that the Company is then able to continue to construct and/or operate the Project (as the case may be), then the Parties shall agree to enter into good faith discussions for the purposes of entering into new agreements on substantially the same terms as this Agreement, the agreements on transmission though Internal Transmission Line and Export Line and agreement power purchase agreement if applicable.



## **Section 6. Termination and Reimbursement of damages.**

6.1 The GOG shall have right, by first serving written notification to the Company, to terminate this Agreement if:

- (a) The Company will not meet it's time schedule outlined in Section 3.1, such delay is not excused, i.e. time extension is not provided in accordance with Sections 4.8, 4.9 and 4.10, and the Penalty Cap is exhausted;
- (b) The Company will not make payments defined in Section 4.6 in due course.

6.2 Without limiting any other provision of this Agreement, the Company shall have the right to terminate this Agreement if the GOG fails to fulfill its obligations defined in Section 4.12. The GoG must be notified no later than 60 (sixty) days prior to such termination.

6.3 Subject to the provisions of this Agreement, where this Agreement is breached by any Principal Party the breaching Principal Party shall reimburse the other Principal Party for all damage (other than for loss of profit) proven to be directly caused by the breach of the breaching Principal Party.

6.4 In case of termination of this Agreement by the GOG pursuant to Section 6.1, the Transferred Assets as defined in paragraph (c) of section 4.12 shall be transferred to the State ownership without compensation. In that case the Company shall have the right to dismantle immovable assets and to retain ownership of and remove the movable assets located on such land plot that were created or financed by the Company, unless otherwise mutually agreed by the Principal Parties;

## **Section 7. Substitution Rights**

7.1 The GOG acknowledges that it shall not exercise its right to terminate this Agreement in accordance with the Section 6 of this Agreement before complying with the procedure specified in this Section. Provisions of this Section shall be applicable only after respective Financial Agreement are signed with the Lenders.

7.2 If at any time the GOG intends to exercise its right to terminate the Agreement, along with serving a notice on the Company about termination of this Agreement in accordance with Section 6, the GoG shall serve a notice on the Lenders (a "Notice of Termination Right").

7.3 Following receipt by the Lenders of the Notice of Termination Right and until the date falling three months after the date of receipt by the Lenders of the Notice of Termination Right, provided that the Lenders ensure protection of the financial rights and interests of the Company, the Lenders shall have the right to nominate an entity ("Substituted entity"), which shall continue project implementation and ensure completion of the construction of the Facility within the time-lines set out in Section 3.1.



7.4 The Lenders shall be entitled to effect such change within three months of receipt of the Notice of Termination Right. In order to effect such substitution, the Lenders shall notify their or its intention to the GOG (the "**Substitution Notice**") and shall provide to the GoG all information that may be necessary for the GoG to verify that the conditions specified in this Section are satisfied.

7.5 The Lenders shall be entitled to request that new terms and conditions should apply to the contractual arrangements between the GOG and the Substituted Entity, provided that the contractual arrangements between the GOG and the Substituted Entity should be substantially the same as those between the Company and the GOG in the Agreement.

7.6 The GOG shall, within a reasonable time following the date of the Substitution Notice, and in any event within two (2) months, inform the Lenders of its acceptance or not of the proposed substitution, which acceptance shall not be unreasonably withheld by the GOG.

### **Section 8. Other Developments affecting Project**

8.1 The GOG agrees that it shall not initiate, approve, authorize, consent to or otherwise endorse any projects, developments or other schemes (of whatever nature) which may adversely affect (in the reasonable opinion of the Company) the Technical Parameters of the Facility.

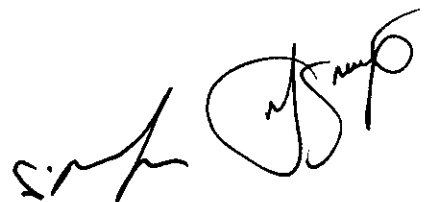
### **Section 9. Discriminatory Change in Law and Tax**

9.1 The GoG agrees that it shall not initiate or propose any changes in the law of Georgia or approve or otherwise allow any regulations which would apply expressly to:

- (a) the Project and not to similar projects procured under an agreement with the GoG;
- (b) the Company and not to other persons; and/or
- (c) any contractors or operators with whom the Company has entered into contractual arrangements in connection with the Project and not to other persons.

9.2 The GoG 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:

- (a) the Project and not to similar projects procured under an agreement with the GoG;
- (b) the Company and not to other persons; and/or



- (c) any contractors or operators with whom the Company has entered into contractual arrangements in connection with the Project and not to other persons.

### **Section 10 Transfer of Shares**

10.1 There shall be no restrictions on the sale, transfer or assignment of the shares in the Company by the shareholders. The shareholders in the Company shall be entitled to sell, assign or transfer any or all of their shares to any other person or entity and at any time

### **Section 11. Security**

11.1 The Parties agree that the Company and the shareholders in the Company shall be entitled to provide any security to the Lenders subject to the provision of paragraph (c) of Section 4.12 of this Agreement.

### **Section 12 Amendments**

12.1 This Agreement may be amended from time to time by mutual consent in writing between the Parties.

12.2 If any clause or provision of this Agreement is or becomes invalid or illegal at any time, such invalidity or illegality shall not affect the validity or legality of the Agreement as a whole nor that of any other provision of the Agreement. It is further agreed that the Parties shall make all reasonable endeavours to agree as far as possible that invalid terms shall be amended or replaced by valid terms with similar effect in order to maintain the purpose and continuity of this Agreement.

12.3 The GOG agrees to consider requests from the Company in good faith that the Agreement may be amended to take account of the requirements of the Lenders, provided that:

- (a) to the extent that the GOG has considered such requests in good faith, the GOG shall not be required to accept any such amendments;
- (b) such non-acceptance by the GOG shall not be considered to be a breach by GOG under this Agreement; and
- (c) the Company shall not be entitled to delay its obligations under this Agreement as a result of such non-acceptance by the GOG.

### **Section 13 . Notifications**

13.1 A notice under or in connection with this Agreement (a "Notice"):



- (a) shall be in writing;
- (b) shall be made in georgian language accompanied with translation in English; and
- (c) shall be delivered personally or sent by first class post (and air mail if overseas) courier, or fax (with original to follow) to the Party due to receive the Notice at its address set out in this Agreement or to another address, person, telex or fax number specified by that Party by written notice to the other Party.

13.2 Notice given under Section 13.1 is effective when actually received.

### **Section 14 . Governing Law and Dispute Resolution**

14.1 This AGREEMENT shall be governed by the laws of Georgia.

14.2 The Parties hereto will use their best efforts to settle amicably any dispute, controversy or claim arising out of or in connection with, or the breach, termination, invalidity or interpretation of, this Agreement. The Parties agree that their respective duly authorized representatives shall regularly meet during the validity period of this Agreement for the purpose of attempting to settle by amicable agreement any and all disputes then in existence between them. Any such settlement shall take effect only if in writing and signed on behalf of the Parties. For the purpose of this provision an independent mutually agreed individual, company or institution shall decide on disputes relating to implementation compliance status of the Project.

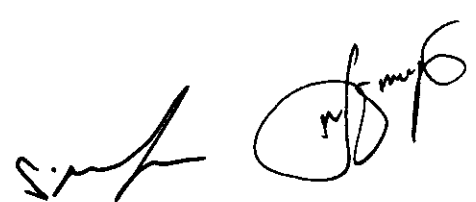
14.3 Any dispute which cannot be settled amicably within 30 days after receipt by one Party of the other Party's written request to do so may be submitted by either Party to arbitration before an arbitral tribunal in accordance with rules of procedure for arbitration proceedings of International Centre for Settlement of Investment Disputes (ICSID) and conducted in the English language in Geneva, Switzerland. The decision of any such arbitral tribunal shall be final and binding on the Parties, and may not be appealed against.

### **Section 15. Force Majeure**

15.1 Definition of Force Majeure:

Force Majeure shall mean any exceptional event beyond the reasonable control of either party of this Agreement, the occurrence of which could not have been reasonably foreseen at the Effective Date, including but not limited to, war (whether declared or not), revolution, riot, insurrection, general and illegal strikes, strikes of employees of the third companies, civil commotion, invasion, armed conflict, hostile act of a foreign enemy, blockade, embargo, act of terrorism, sabotage, civil disturbance, radiation, biological or chemical contamination, ionizing radiation, explosion, fire, epidemic, cyclone, tidal wave, hurricane, landslide, lightning, earthquake, flood, volcanic eruption, other natural disaster or calamity of any kind and any other similar event.

15.2 Notice of Force Majeure



If any Party hereto is affected by Force Majeure as defined in Section 15.1 it shall give written notice as soon as reasonably practicable after becoming aware thereof to the other Party. The affected Party shall likewise immediately notify the other Party in writing and, in any event, within 20 business days of the date Force Majeure event ceases. A detailed report elaborating the reasons and consequences of the Force Majeure event will be provided by the Company to the GOG.

### 15.3 No Breach

If a Force Majeure event shall prevent the total or partial performance of any of the obligations of either Party under this Agreement, 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 Agreement except as otherwise provided herein. Notwithstanding the Force Majeure event, the Party claiming Force Majeure shall use commercially reasonable efforts to continue to perform its obligations under this Agreement and to minimize any adverse effects of such event of Force Majeure.

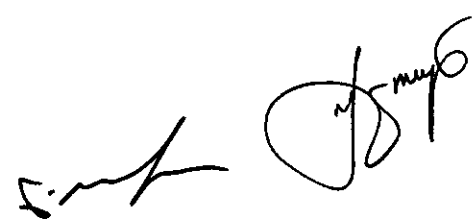

### 15.4 Termination upon Force Majeure

- (a) If a Force Majeure event shall occur and continue for an aggregate period of at least 120 days within a period of 12 months to have any of the effects described in this Section 15.3, then either Principal Party shall have the right to terminate this Agreement.
- (b) Additionally, if a Force Majeure event shall occur and the consequences thereof shall materially and adversely affect the economic or commercial position of the Company from what it was on the Effective Date of this Agreement or from what it is or what it would have been but for the occurrence of such Force Majeure event and the consequences thereof, and such event and/or the consequences thereof continue for a period of at least 120 days from the date on which the Company or the Company shall give written notice thereof to the GoG, then the Company shall, regardless of any Agreement in respect thereof, have the right to terminate this AGREEMENT.

## 16 Entire AGREEMENT

16.1 This Agreement is executed in English language, with four original counterparts.

16.2 This Agreement shall enter into force on the Effective Date.

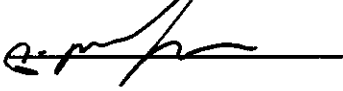


**SIGNATORIES:**

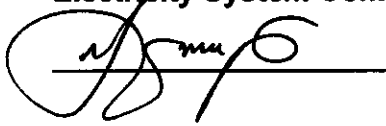
**Government of Georgia**

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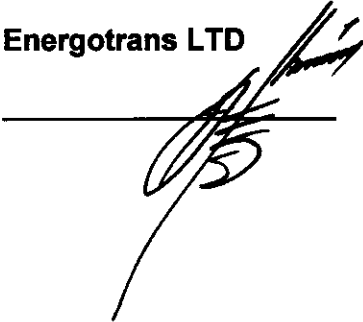
**Dariali Energy LTD**

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**Electricity System Commercial Operator LTD**

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**Energotrans LTD**

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დანართი №1

ადგილმდებარეობა

№	სახელწოდება	რეგიონი, მდინარე
1.	დარიალი	მცხეთა-მთიანეთის რეგიონი, მდინარე თურგი



დანართი №2

სიმძლავრე

№	სახელწოდება	დადგენილი სიმძლავრე შეკმ.
1.	დარიალი	109 შეკმ





დანართი №3


ინვესტიციის მოცულობა

№	სახელწოდება
1.	დარიალი ივესტიციის ობიექტის აღიარება აშშ დოლარი 135 000 000 აშშ დოლარი



წლიური სიმძლავრე

№	სახელწოდება	წლიური გამოქვეყნება მლნ. კვტ/სთ
1.	დარიადი	521





# საქართველოს მთავრობის

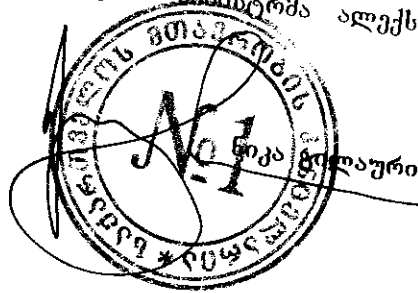
## განკარგულება

№891 2011 წლის 21 აპრილი ქ. თბილისი

საქართველოს მთავრობას, შპს „დარიალი ენერჯის“, შპს „ელექტროენერგეტიკული სისტემის კომერციულ ოპერატორსა“ და შპს „ენერგოტრანსს“ შორის დასადები ხელშეკრულების თაობაზე

1. მოწონებულ იქნეს საქართველოს მთავრობას, შპს „დარიალი ენერჯის“, შპს „ელექტროენერგეტიკული სისტემის კომერციულ ოპერატორსა“ და შპს „ენერგოტრანსს“ შორის დასადები ხელშეკრულების პროექტი, საქართველოში, მცხეთა-მთიანეთის რეგიონში, მდინარე თერგზე დარიალი ჰესის მშენებლობის, ფლობისა და ოპერირების შესახებ.
2. „საქართველოს მთავრობის სტრუქტურის, უფლებამოსილებისა და საქმიანობის წესის შესახებ“ საქართველოს კანონის 27-ე მუხლის თანახმად ხელშეკრულებას საქართველოს მთავრობის სახელით ხელი მოაწეროს საქართველოს ენერჯეტიკისა და ბუნებრივი რესურსების მინისტრმა ალექსანდრე ხეთაგურმა.

პრემიერ-მინისტრი





ამონაწერი მეწარმეთა და არასამეწარმეო  
(არაკომერციული) იურიდიული პირების  
რეესტრიდან

განაცხადის ნომერი: 188878  
განაცხადის რეგისტრაციის ნომერი: B10176679  
ამონაწერის მომზადების თარიღი: 09/12/2010 10:25:08

სუბიექტი

საფირმო სახელწოდება: შპს დარიალი ენერჯი  
იურიდიული მისამართი: საქართველო, ქ. თბილისის დიდუბის რაიონში, ჩაჩავას ქ. № 8  
საიდენტიფიკაციო კოდი: 401953061  
სამართლებრივი ფორმა: შეზღუდული პასუხისმგებლობის საზოგადოება  
სახელმწიფო რეგისტრაციის თარიღი: 09/12/2010  
მარეგისტრირებული ორგანო: საჯარო რეესტრი  
საგადასახადო ინსპექცია: თბილისის რეგ-ცენტრი დიდუბე-ჩუღურეთის გ-ბა

ხელმძღვანელობაზე/წარმომადგენლობაზე უფლებამოსილი პირები

- 01012002881, ლაშა იორდანიშვილი, დირექტორი, ,

პარტნიორები

	წილი	ანგარიშის ნომერი
211352187, შპს "ფერი",	70.00000000%	401953061-SH-00001
655656, სხვა რობინს კომპანია, აშშ, , , ,	30.00000000%	401953061-SH-00002

ყადალა/აკრძალვა:

რეგისტრირებული არ არის

საგადასახადო გირავნობა/იპოთეკის უფლება:

რეგისტრირებული არ არის

მოდრავ ნივთებსა და არამატერიალურ ქონებრივ სიკეთეზე გირავნობა/ლიზინგის უფლება:

რეგისტრირებული არ არის

მოვალეთა რეესტრი:

რეგისტრირებული არ არის

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ამონაწერში ტექნიკური ხარვეზის აღმოჩენის შემთხვევაში, შესაძლებელია სარეგისტრაციო სამსახურში მოსვლის გარეშე, ელექტრონულად წარმოადგინოთ განცხადება: <http://public.reestri.gov.ge> ან დაგვიკავშირდეთ: 25 15 27; 895 33 71 81; შესწორებული ამონაწერის მიღება შეგიძლიათ ვებ გვერდზე, ელექტრონულად, ასევე საჯარო რეესტრის ეროვნული სააგენტოს ნებისმიერ ტერიტორიულ სარეგისტრაციო სამსახურსა და ლიბერთი ბანკის ნებისმიერ ფილიალში.





საქართველოს იუსტიციის სამინისტრო  
MINISTRY OF JUSTICE OF GEORGIA

\*010109916976611\*

KA010109916976611

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

№9518

19 / აპრილი / 2011 წ.

საქართველოს ენერგეტიკისა და ბუნებრივი  
რესურსების მინისტრის პირველ მოადგილეს  
ქალბატონ მარიამ ვალიშვილს

ქალბატონო მარიამ,

საქართველოს იუსტიციის სამინისტრომ განიხილა თქვენი ამა წლის 18 აპრილის №02/1242 წერილით წარმოდგენილი საქართველოს მთავრობას, შპს „დარიალი ენერჯის“, შპს „ენერგოტრანსსა“ და შპს „ელექტროენერგეტიკული სისტემის კომერციულ ოპერატორს“ შორის „დარილის“ ჰიდროელექტროსადგურის მშენებლობის შესახებ ხელშეკრულების პროექტი და გაცნობებით, რომ მასთან დაკავშირებით სამართლებრივი ხასიათის შენიშვნები არ გვაქვს.

აქვე შევნიშნავთ, რომ ხელშეკრულების პროექტის პრეამბულის 1-ლ პარაგრაფში საქართველოს მთავრობის მაგივრად მითითებულ უნდა იქნას საქართველოს ენერგეტიკისა და ბუნებრივი რესურსების მინისტრის შესაბამისი ბრძანება, რადგანაც, როგორც თქვენს მიერ წარმოდგენილ წერილშია მითითებული, "დარილის" ჰიდროელექტროსადგურის მშენებლობის შესახებ ინტერესთა გამოხატვა გამოცხადებულ იქნა საქართველოს ენერგეტიკის მინისტრის 2011 წლის 8 თებერვლის №06 ბრძანებით და არა საქართველოს მთავრობის გადაწყვეტილებით.

პატივისცემით,

საქართველოს იუსტიციის სამინისტრო,  
მინისტრის პირველი მოადგილის მოვალეობის  
შემსრულებელი

დimitრი მაგნიძე



# ენერგოტრანსი

საქართველო, თბილისი 0105, ბარათაშვილის 2, Baratashvili str. Tbilisi 0105, Georgia ტელ./ფაქსი/tel./fax: +995(32) 510315

20. 04. 2011 № 11 / 132

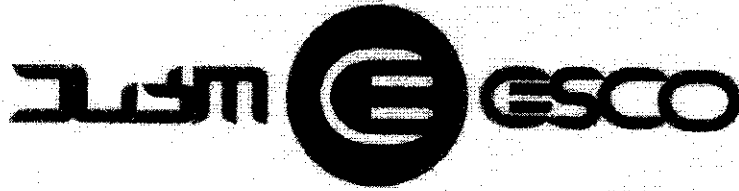
საქართველოს ენერგეტიკისა და  
ბუნებრივი რესურსების მინისტრის  
პირველ მოადგილეს,  
ქალბატონ მარიამ ვალიშვილს

ქალბატონო მარიამ,

შპს „ენერგოტრანსმა“ განიხილა თქვენი 18.04.2011წ. №02/1244 წერილით  
წარმოდგენილი ხელშეკრულების პროექტი, რომელიც უნდა გაფორმდეს  
საქართველოს მთავრობას, შპს „დარიალი ენერჯის“, შპს  
„ელექტროენერგეტიკული სისტემის კომერციულ ოპერატორსა“ და შპს  
„ენერგოტრანს“ შორის, რასთან დაკავშირებითაც გაცნობებთ, რომ ჩვენი  
კომპეტენციის ფარგლებში შენიშვნები არ გავგაჩნია.

პატივისცემით,

კახა ძვინიაშვილი  
დირექტორი



შპს "ელექტროენერგეტიკული სისტემის კომერციული ოპერატორი"  
Electricity System Commercial Operator Ltd.

19.04.2011 № 01/534

საქართველოს ენერჯეტიკისა და ბუნებრივი  
რესურსების მინისტრის პირველ მოადგილეს  
ქალბატონ მ. ვალიშვილს

ქალბატონო მარიამ,

სისტემის კომერციულმა ოპერატორმა განიხილა თქვენი 2011 წლის 18  
აპრილის №02/1243 წერილით წარმოდგენილი ხელშეკრულების პროექტი, რომელთა  
მიმართაც შენიშვნები არ გაგვაჩნია.

პატივისცემით,

გენერალური დირექტორი

ირინა მიხლორავა