

**MEMORANDUM**  
Of  
**UNDERSTANDING**

Between

**Government of Georgia**

**“Alazani Energy” LLC**

And

**“Electricity System Commercial Operator” JSC**

DATE: 24 OCTOBER, 2016

TBILISI, GEORGIA

The present Memorandum of Understanding (hereinafter referred to as 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;

“Alazani Energy” LLC (hereinafter referred to as the “Company”), ID Code: 406186577, represented by its Director Mr. Lasha Jordanishvili;

“Electricity System Commercial Operator” JSC (hereinafter referred to as “ESCO”), ID Code: 205170036, represented by its General Director Mr. Vakhtang Ambokadze

(Hereinafter each of them shall be referred to individually as a "Party" and collectively as the "Parties").

The parties sign the present MOU on the following:

#### DEFINITIONS

1. The following defined terms shall be used in the present MOU:
  - 1.1. “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the Parties, the Facilities, Project or the Parties’ obligations under this MOU as the same may be modified, amended or repealed from time to time, including any requirements of or deriving from any permit obtained for the Facilities.
  - 1.2. “Audit Report” for the purpose of Sub Articles 5.2, 5.3 and 6.4, and Article 12 of the MOU means a written opinion issued by one of the auditors/audit companies from the list of auditing companies approved by the respective legal act issued by the GOG which confirms the amount of Documented Investment Cost;
  - 1.3. "BOO" means Build, Own, Operate i.e. the exclusive right to design, construct, finance, own, implement, operate and maintain Facility for the indefinite term.
  - 1.4. “Commencement of Operation” means the commencement of operation based on relevant permit based on Applicable Law and the capability of the relevant Facility to generate electricity.
  - 1.5. “Construction Phase” means the time period starting from the date of signing the MOU until the actual date of Commencement of Operation of the Facility under

which the Company is obliged to implement construction activities, but no later than the term of Construction Phase defined by the Annex 2 of the MOU.

- 1.6. "Construction Security" means a bank guarantee provided by the Company for the purpose of securing the fulfillment of its obligations under the MOU.
- 1.7. "Day/Days" mean any Gregorian calendar day(s).
- 1.8. "Documented Investment Cost" for the purpose of Sub Article 1.2, 5.2 and 5.3 of the MOU means all costs borne by the Company for the purposes of construction and Commencement of Operation of the Facility in accordance with the Applicable Law (provided that such costs, as well as reasonableness and purpose of bearing of such costs shall be evidenced by the Audit Report).
- 1.9. "Effective Date" means the date of signing of the MOU by the Parties.
- 1.10. "Electricity (Power) Balance" means the annual energy balance, approved by the relevant entity according to Applicable Law.
- 1.11. "Facility" means the hydro power plant as defined by the Annex 1 of this MOU.
- 1.12. "Financial Model" means financial indicators, including planned investment amount to be carried out by the Company for the purposes of implementation of the Project, as set out in Annex 3 of the MOU that is attached to the MOU in a form of the Compact Disk
- 1.13. "Guaranteed Power Purchase Agreement" means the direct agreement(s) that shall be signed between the Company and ESCO in accordance with the MOU.
- 1.14. "Initial Operation Period" means 10-year period from the date of signing of the Agreement given in Annex 4 or 5 of this MOU, as applicable.
- 1.15. "Investment Costs" mean the costs borne by the Company including but not limited to, construction costs, operating costs, development costs, costs of lands acquired from private (non-state) owners and other costs related to the Project from the Effective date up to the date of termination of the MOU and the amount outstanding to the lenders financing the Project and contractors under the relevant documents, including unpaid principal, accrued interest and all other fees and expenses owing to such lenders up to the date of the payment of Investment Costs in full by the GOG to the Company, that for the purposes of Sub Article 14.5 of the MOU shall be evidenced by the relevant documentation and audited by one of the auditors/audit companies from the list of auditing companies approved by the respective legal act issued by the GOG.
- 1.16. "Ministry" means the Ministry of Energy of Georgia.
- 1.17. "Parties" mean GOG, the Company and ESCO.
- 1.18. "Point of Receipt" means a point as defined by the Law of Georgia on Electricity and Natural Gas adopted on April 30, 1999.

- 1.19. "Project" means construction, ownership 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. "Summer Months" mean the following months: May, June, July, and August.
- 1.23. "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
- 1.24. "Winter Months" mean the following months: January, February, March, April, September, October, November, and December.

#### 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.

#### CONSTRUCTION PHASE

3. The Company within the Construction Phase is obliged to:
  - 3.1. Obtain the relevant rights for the lands necessary and/or affected for the implementation of the Project;
  - 3.2. Perform all actions in order to obtain all permits, licenses, approvals, authorizations, etc. required/necessary for the implementation of the Project in accordance with the Applicable Law and this MOU;
  - 3.3. Commence construction works based on construction permit of the Facility according to the Applicable Law within the time frame defined by the Annex 2 of the MOU;
  - 3.4. Construct the Facility according to the Technical Parameters of the Facility and ensure Commencement of Operation of the Facility within the time frame defined by the Annex 2 of the MOU;
  - 3.5. Ensure necessary funds for effective implementation of the Project;
  - 3.6. Ensure 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;
  - 3.7. If requested, ensure the quality and security monitoring of the construction materials.
4. Construction Security.
  - 4.1. 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 set out in Annex 2 of the MOU, the

Company shall within 60 (sixty) days after the Effective date provide the GOG with Construction Security in an amount of 270,000.00 (two hundred seventy thousand) US Dollars. Construction Security provided by the Company shall remain in force until the date falling 3 (three) months after the date of Commencement of Operation of the Facility as defined by the Annex 2 of the MOU. The Construction Security submitted by the Company shall be issued by any bank licensed by State or the OECD member countries;

- 4.2. The violation by the Company of the terms of commencement of construction works based on Construction Permit set out in Annex 2 of the MOU shall cause the penalization of the Company, in an amount of 1.5 (one point five tenth) % of the Construction Security, for each delayed day. Herewith, the imposed penalty is payable by the Company within 15 (fifteen) days from receiving the request from the Ministry. In the event the penalty is paid by the Company, the Construction Security shall be reduced by the respective amount paid by the Company;
- 4.3. The violation by the Company of the term of Commencement of Operation set out in Annex 2 of the MOU shall cause the penalization of the Company, in an amount of 1.5 (one point five tenth) % of the Construction Security, for each delayed day. Herewith, the imposed penalty is payable by the Company within 15 (fifteen) days from receiving the request from the Ministry. In the event the penalty is paid by the Company, the Construction Security shall be reduced by the respective amount paid by the Company.
- 4.4. The GOG is entitled to redeem the Construction Security, claim and receive the full or partial amount under such Construction Security in the following cases and under the following conditions:
  - a) If the Company refuses to pay the penalty imposed on it according to Sub Articles 4.2 and/or 4.3 of the MOU, the GOG shall be entitled to redeem an amount equal to the unpaid penalty from the Construction Security;
  - b) If GOG terminates the MOU according to Sub Articles 10.2, 10.3 or 10.4 of the MOU, the GOG shall be entitled to redeem a full amount of the Construction Security.

#### **GENERAL CONDITIONS FOR THE SALE OF ELECTRICITY**

- 5.1. For the Initial Operation Period, during the Winter Months of each year, full amount of electricity factually generated by the Facility shall exclusively be sold to ESCO on the basis of the Guaranteed Power Purchase Agreement at the Point of Receipt at a tariff of 6 (six) US Cents – 1 kw/h (excluding VAT). The company and ESCO shall sign the Guaranteed Power Purchase Agreement on the basis of the terms and condition of this MOU.

- 5.2. If, following the Commencement of Operation of the Facility in accordance with Applicable Law, due to reflection in the Financial Model of the Documented Investment Cost defined by the Audit Report, tariff amount equals or exceeds the tariff indicated in Sub Article 5.1 of the MOU (provided that Project IRR (Internal Rate of Return) indicated in the Financial Model shall remain unchanged), then the tariff of generated power to be sold to ESCO shall remain unchanged as defined by Sub Article 5.1 of the MOU. In such case the GOG, ESCO and the Company shall sign the Agreement given in Annex 4 of this MOU indicating the tariff as defined by Sub Article 5.1 of the MOU within 60 (sixty) days from the date of submission of the Audit Report to the Ministry by the Company.
- 5.3. If, following the Commencement of Operation of the Facility in accordance with Applicable Law, due to reflection in the Financial Model of the Documented Investment Cost defined by the Audit Report, tariff amount appears to be less than the tariff indicated in Sub Article 5.1 of the MOU (provided that Project IRR (Internal Rate of Return) indicated in the Financial Model shall remain unchanged), then the tariff of generated power to be sold to ESCO shall decrease accordingly and shall be fixed at the amount appeared as a result of reflection of the Documented Investment Cost defined by the Audit Report in the Financial Model. In such case:
  - 5.3.1. The GOG, ESCO and the Company shall sign the Agreement given in Annex 5 of this MOU indicating the reduced tariff within 60 (sixty) days from the date of submission of the Audit Report to the Ministry by the Company;
  - 5.3.2. Respective amendments shall be made into the Guaranteed Power Purchase Agreement executed between the Company and ESCO after the execution of the Agreement given in Annex 5.
- 5.4. In order to meet the electricity demand of Georgia, for the first 10 (ten) years after the Commencement of Operation of the Facility, during the Winter Months of each year, the full amount of electricity factually generated by the Facility shall be sold at the local market of Georgia by the Company.
- 5.5. For the Initial Operation Period, during the Summer Months of each year the Company shall have a right to sell electricity generated by the Facility at its sole discretion at the local market of Georgia and/or to export it to any direction, in accordance with the Applicable Law.
- 5.6. After the expiration of the term of the Initial Operation Period the Company shall have a right to sell the full electricity generated by the Facility at its sole discretion at the local market of Georgia, including ESCO and/or export the generated power to any direction, in accordance with Applicable Law.

## OBLIGATIONS OF THE PARTIES

6. For the purposes of implementation of the Project, subject to the terms of this MOU and the Applicable Law, the Company shall:
  - 6.1. Ensure due implementation of the Project;
  - 6.2. Maintain the Facility within the Technical Parameters;
  - 6.3. Ensure that during project implementation period, at least 70% of employees (except management and experts) on this project shall be citizens of Georgia;
  - 6.4. For the purposes of Sub Articles 5.2 and 5.3, ensure at its own expense provision of the Audit Report and submission it to the Ministry within 3 (three) months from the date of Commencement of Operation of the Facility.
7. The obligations of the GOG are as follows:
  - 7.1. Within its competence and provided that the company has met all relevant requirements under Applicable Law and this MOU, the GOG shall use its best endeavors to assist the Company with the implementation of the Project in any manner, which shall include (but are not limited to) the issuance of any permits and licenses including construction permit, Generation License etc. which are required for the implementation of the Project;
  - 7.2. Within its competence and provided that the company has met all relevant requirements under Applicable Law and this MOU, the GOG shall ensure that the rights on the State owned land plots necessary for the implementation of the Project are transferred to the Company in accordance with Applicable Law;
  - 7.3. Provided that the company has met all relevant requirements under Applicable Law and this MOU, the GOG shall sign the Agreement given in Annex 4 or 5 in accordance with Sub Articles 5.2 or 5.3 of the MOU, as applicable;
  - 7.4. 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

8. The Company shall have the right to request time extension should any of the following events affect implementation of the Project, for a period of at least equal to delay arising out of such events:
  - 8.1. A force majeure event; or
  - 8.2. 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;

- 8.3. Company applies for any permits, licenses, approvals, authorizations, etc. including any permit required for 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.
9. 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

10. The GOG may terminate the MOU wholly and unilaterally, by serving the written notice to the Company, in the following cases:
  - 10.1. In case the Company fails to fulfil its obligation to provide the GOG with Construction Security in an amount of and/or within the term set out in Sub Article 4.1 – immediately after the expiration of the term set out in Sub article 4.1;
  - 10.2. In case the Company violates any of its obligations as given in Article 3 and/or 6 hereunder and such violation lasts for more than 60 (sixty) days in total;
  - 10.3. In case the amount of fine, according to Sub Article 4.2 of the MOU reaches 50 (fifty) % or more of the full initial amount of the Construction Security in total;
  - 10.4. In case the amount of fine, according to Sub Article 4.3 of the MOU reaches 50 (fifty) % or more of the full initial amount of the Construction Security in total.
11. The termination of the MOU by the GOG according to Article 10 of the MOU shall cause the following:
  - 11.1. The Company shall be deprived of the right to implement the Project;
  - 11.2. Exclusive ownership rights of the relevant feasibility study and the environmental and social impact assessment reports, as well as any other documents and drawings related to the Project (including new documents developed by the Company) which may be in possession/ownership of the Company shall be transferred to the GOG free of charge within 1 (one) month from the termination of the MOU;
  - 11.3. 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 within 3 (one) months after the termination of the MOU.



12. In case the Company does not submit the Audit Report to the Ministry within the term set out in Sub Article 6.4 of the MOU and/or Agreement given in Annex 4 or 5 of this MOU is not signed because of the reason of and/or by the Company within the term set out in Articles 5.2 or 5.3 of the MOU, as applicable:
  - 12.1. The GOG shall return the Construction Guarantee (in an amount existing at the moment of such return) to the Company within 60 (sixty) days upon the receipt of a written request of the Company;
  - 12.2. The Company shall have the right to own and operate the Facility;
  - 12.3. Sub Article 5.1 of the MOU (and all other provisions in connection with Sub Article 5.1 of the MOU, as applicable) as well as the respective Guaranteed Power Purchase Agreement shall be immediately and automatically terminated.
13. The Company may terminate the MOU wholly and unilaterally, by serving the written notice to the GOG, in the following cases:
  - 13.1. If the GOG fails to fulfil its obligations as given in Article 7 hereunder. The GOG must be notified at least 60 (sixty) days prior to such termination in writing;
  - 13.2. If due to circumstances revealed during the implementation of the Project but no later than obtaining the Construction Permit, the construction and operation of the Facility is technically and/or economically unfeasible for the Company. The GOG must be notified at least 30 (thirty) days prior to such termination in written;
  - 13.3. In case any permits, licenses, approvals, authorizations, etc. which are required/necessary for implementation of the Project are not issued by the relevant entity acting legally, in line with requirements of Applicable Law provided that the Company has met the relevant requirements in accordance with Applicable Law and this MOU. The GOG must be notified at least 60 (sixty) days prior to such termination in written;
  - 13.4. If a Force Majeure event continues for a period of 180 (one hundred eighty) days or more.
14. The termination of the MOU by the Company according to Article 13 of the MOU shall cause the following:
  - 14.1. The Company shall be deprived of the right to implement the Project;
  - 14.2. Exclusive ownership rights of the relevant feasibility study and the environmental and social impact assessment reports, as well as any other documents and drawings related to the Project (including new documents developed by the Company) which may be in possession/ownership of the Company shall be transferred to the GOG free of charge within 1 (one) month after the termination of the MOU;
  - 14.3. The rights (including ownership rights) on the land plots necessary and/or affected for the implementation of the Project shall shall be transferred to the State free of

charge and free of all encumbrances within 3 (one) months after the termination of the MOU;

- 14.4. The GOG shall release the existing construction security to the Company within 30 (thirty) days upon the written request of the Company;
- 14.5. In case of the termination of the MOU by the Company according to Sub Article 13.1 of this MOU, provided that the Company fulfils its obligations in relation to execution of Sub Articles 14.2 and 14.3, the GOG shall compensate the Investment Costs to the Company within 1 (one) year upon the termination of the MOU.
15. The MOU may be terminated upon the mutual consent of the Parties in accordance with the Applicable Law.
16. Termination of the MOU by the GOG or by the Company in accordance with Articles 10, 13 and 15 of this MOU shall cause the termination of the MOU for all Parties and accordingly the termination of the Guaranteed Power Purchase Agreement.

#### AMENDMENTS TO THE MOU

17. Amendments:
  - 17.1. This MOU may be amended by written agreement between the Parties;
  - 17.2. If any provision of this MOU becomes invalid or unenforceable, the validity of other provisions shall not be affected.

#### NOTIFICATIONS

18. A notice under and/or in connection with this MOU (a "Notice"):
  - 18.1. Shall be in writing;
  - 18.2. Shall be made in English or Georgian language;
  - 18.3. Shall be delivered personally or sent by post (air mail if overseas), courier, or electronically (with original to follow) to the Party;
  - 18.4. Shall be effective when actually received.

#### GOVERNING LAW AND DISPUTE RESOLUTION

19. This MOU shall be governed by the laws of Georgia.
20. The Parties hereto will use their best efforts to settle amicably any dispute, controversy or claim arising out of and/or in connection with, and/or the breach, termination, invalidity and/or interpretation of the MOU.
21. Any dispute or controversy arising out of and/or in relation to this MOU shall be settled by the Common Courts of Georgia in accordance with Applicable Law.

**FORCE MAJEURE**

- 22. 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, volcanic eruption, other natural disaster and any other similar event.
- 23. If any Party hereto is affected by Force Majeure as defined in previous Article 22, affected Party 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.
- 24. If a Force Majeure event prevents 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**

- 25. 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.
- 26. The MOU is made in English language, into 3 (three) equally binding copies.

**SIGNATORIES**

Government of Georgia

Mr. Ilia Eloshvili

“Alazani Energy” LLC

Mr. Lasha Iordanishvili

JSC “Electricity System Commercial Operator”

Mr. Vakhtang Ambokadze

**Annex N1**

<b>Name</b>	<b>Location</b>	<b>River</b>	<b>River Benchmarks</b>	<b>Capacity</b>	<b>Annual Production</b>
<b>Khadori 3</b>	<b>Akhmeta Municipality, Georgia</b>	<b>Alazani</b>	<b>779,23 m.a.s.l. 698,14 m.a.s.l.</b>	<b>5.4 MW</b>	<b>27, 5 mln.KWH</b>

**Annex 2**

<b>Construction Phase</b>	
<b>Commencement of the Construction Works based on Construction Permit</b>	<b>Commencement of Operation</b>
<b>12 months from the Effective Date</b>	<b>24 months from the Effective Date</b>
<b>36 months from the Effective Date</b>	

**Annex 4**

**Agreement on the Memorandum of Understanding signed between the Government of Georgia,  
JSC "Electricity System Commercial Operator" and [Title of the Company] on [day/month/date]**

Tbilisi

\_\_\_/\_\_\_/2016

This Agreement on the Memorandum of Understanding signed by and between the Government of Georgia, JSC Georgian State Electrosystem and [Title of the Company] on [day/month/date] (hereinafter referred to as "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. [name, surname];

**"Electricity System Commercial Operator" JSC** (hereinafter referred to as "ESCO"), ID Code: 205170036, represented by its General Director Mr. Vakhtang Ambokadze;

**[Title of the Company]** (hereinafter referred to as "Company"), ID Code: [●], represented by its Director [name, surname];

**WHAREAS**, as defined by Sub Article 6.4 of the MOU, the Company has submitted the Audit Report in accordance with the terms and conditions of the MOU to the Ministry;

**WHAREAS**, as defined by Sub Article 5.2 of the MOU, following the Commencement of Operation of the Facility in accordance with Applicable Law, due to reflection in the Financial Model of the Documented Investment Cost defined by the Audit Report, tariff amount [equals/exceeds] the tariff indicated in Sub Article 5.1 of the MOU;

**WHEAREAS**, in this case the tariff of generated power to be sold to ESCO shall remain unchanged as defined by Sub Article 5.1 of the MOU;

**NOW, THEREFORE**, the parties of the present Agreement acknowledge and agree that the Sub Article 5.1 of the MOU shall remain unchanged.

**The Government of Georgia**

\_\_\_\_\_  
[Name, Surname]

[Title of the Company]

\_\_\_\_\_  
[Name, Surname]

Annex 5

Agreement on the Memorandum of Understanding signed between the Government of Georgia,  
JSC "Electricity System Commercial Operator" and [Title of the Company] on [day/month/date]

Tbilisi

\_\_\_/\_\_\_\_/2016

This Agreement on the Memorandum of Understanding signed by and between the Government of Georgia, JSC Georgian State Electrosystem and [Title of the Company] on [day/month/date] (hereinafter referred to as "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. [name, surname];

"Electricity System Commercial Operator" JSC (hereinafter referred to as "ESCO"), ID Code: 205170036, represented by its General Director Mr. Vakhtang Ambokadze;

[Title of the Company] (hereinafter referred to as "Company"), ID Code: [●], represented by its Director [name, surname];

WHAREAS, as defined by Sub Article 6.4 of the MOU, the Company has submitted the Audit Report in accordance with the terms and conditions of the MOU to the Ministry;

WHAREAS, as defined by Sub Article 5.3 of the MOU, following the Commencement of Operation of the Facility in accordance with Applicable Law, due to reflection in the Financial Model of the Documented Investment Cost defined by the Audit Report, tariff amount is less than the tariff indicated in Sub Article 5.1 of the MOU;

WHEAREAS, in this case the tariff of generated power to be sold to ESCO shall decrease accordingly and shall be fixed at the amount appeared as a result of reflection of the Documented Investment Cost defined by the Audit Report in the Financial Model;

NOW, THEREFORE, the parties of the present Agreement acknowledge and agree that Sub Article 5.1 of the MOU is hereby amended and read as follows:

„5.1. For the Initial Operation Period, during the Winter Months of each year, electricity generated by the Facility shall exclusively be sold to ESCO on the basis of the Guaranteed Power Purchase Agreement at the Point of Receipt at a tariff of [●] US Cents – 1 kw/h. The company and ESCO shall sign the Guaranteed Power Purchase Agreement on the basis of the terms and condition of this MOU.“

The Government of Georgia

\_\_\_\_\_  
[Name, Surname]

\_\_\_\_\_  
[Title of the Company]

\_\_\_\_\_  
[Name, Surname]



## საქართველოს მთავრობის განკარგულება

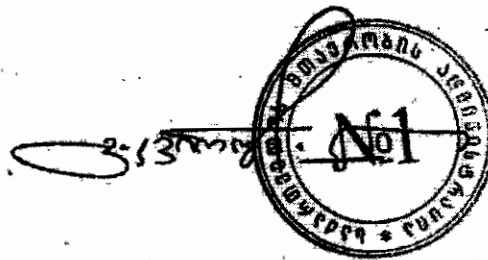
№2006 2016 წლის 30 სექტემბერი ქ. თბილისი

საქართველოს მთავრობას, შპს „ალაზანი ენერჯისა“ და  
სს „ელექტროენერგეტიკული სისტემის კომერციულ ოპერატორს“ შორის  
დასადები ურთიერთგაგების მემორანდუმის თაობაზე

1. მოწონებულ იქნეს საქართველოს მთავრობას, შპს „ალაზანი ენერჯისა“  
და სს „ელექტროენერგეტიკული სისტემის კომერციულ ოპერატორს“ შორის  
დასადები ურთიერთგაგების მემორანდუმი.

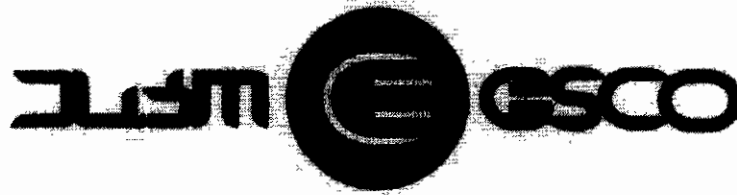
2. „საქართველოს მთავრობის სტრუქტურის, უფლებამოსილებისა და  
საქმიანობის წესის შესახებ“ საქართველოს კანონის 27-ე მუხლის თანახმად,  
ურთიერთგაგების მემორანდუმს, საქართველოს მთავრობის სახელით, ხელი  
მოაწეროს საქართველოს ენერგეტიკის მინისტრმა ილია ელოშვილმა.

პრემიერ-მინისტრი



გიორგი კვირიკაშვილი





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

N 01/1107  
23/09/2016

1107-01-2-201609231739



საქართველოს ენერგეტიკის მინისტრის

მოადგილეს ბატონ ირაკლი ხმალაძეს

ბატონო ირაკლი,

საქართველოს ენერგეტიკის სამინისტროს 2016 წლის 23 სექტემბრის #04/3853 წერილის პასუხად გაცნობებთ, რომ ბაზრის ოპერატორმა კანონმდებლობით მინიჭებული კომპეტენციის ფარგლებში განიხილა საქართველოს მთავრობას, შპს „ალაზანი ენერჯისა“ და სს „ელექტროენერგეტიკული სისტემის კომერციულ ოპერატორს“ შორის დასადები ურთიერთგაგების მემორანდუმის პროექტი (ხაღორი 3 ჰესი), რომელთან დაკავშირებითაც შენიშვნები არ გაგვაჩნია.

ამასთანავე, გაცნობებთ, რომ მემორანდუმის პროექტში გაპარულია ტექნიკური ხასიათის შეცდომები. კერძოდ, მემორანდუმის პროექტში, ტერმინთა განმარტებებში, ასევე ტექსტში ზოგიერთ ადგილას, არასწორად არის მითითებული მუხლები და დანართები. შესაბამისად, ამ თვალსაზრისით, მემორანდუმის ტექსტი საჭიროებს გადახედვასა და შესწორებას.

პატივისცემით,

ვახტანგ ამბოკაძე

გენერალური დირექტორი

OFFICE@ESCO.GE • WWW.ESCO.GE

სს "ელექტროენერგეტიკული სისტემის კომერციული ოპერატორი"  
რეგისტრირებულია ქ. თბილისის საგადასახელო 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



საქართველოს იუსტიციის სამინისტრო  
MINISTRY OF JUSTICE OF GEORGIA



KA010124732697016

საქართველო, ქ. თბილისი, მ114, ვაჟა-ფშაველას ქ.24 ა. ტელ.: 2 40-51-48, 2 40-58-36; ელ. ფოსტა: info@justice.gov.ge  
24 e. Gorgasmli str., M114, Tbilisi, Tel.: 2 40-51-48, 2 40-58-36; E-MAIL: info@justice.gov.ge

№6346

26 / სექტემბერი / 2016 წ.

საქართველოს ენერჯეტიკის  
მინისტრის მოადგილეს,  
ბატონ ირაკლი ხმალაძეს

ბატონო ირაკლი,

საქართველოს იუსტიციის სამინისტრომ განიხილა თქვენ მიერ 2016 წლის 23 სექტემბრის №04/3854 წერილით წარმოდგენილი საქართველოს მთავრობას, შპს „ალაზანი ენერჯისა“ და სს „ელექტროენერჯეტიკული სისტემის კომერციულ ოპერატორს“ შორის დასადგები ურთიერთგაგების მემორანდუმის პროექტი, რომელთან დაკავშირებითაც გაცნობებით შემდეგს:

1. მემორანდუმის პროექტის 5.4 მუხლის შინაარსი, კერძოდ, საქართველოს ტერიტორიაზე სარეალიზაციო ელექტროენერჯის ოდენობა, საჭიროებს საქართველოს ენერჯეტიკის მინისტრის 2014 წლის 10 აპრილის №40 ბრძანებასთან („იმ ელექტროსადგურების მშენებლობის ტექნიკურ-ეკონომიკური შესწავლის, მშენებლობის, ფლობის და ოპერირების შესახებ წინადადებების საქართველოს ენერჯეტიკის სამინისტროსათვის წარდგენისა და განხილვის წესის და პირობების დამტკიცების თაობაზე, რომლებიც არ არის შეტანილი საქართველოში ასაშენებელი პოტენციური ელექტროსადგურების წუსხაში“) შესაბამისობაში მოყვანას.

2. იმის გათვალისწინებით, რომ მემორანდუმის პროექტი არეგულირებს ელექტროსადგურის მშენებლობის ფაზას, კომპანიისთვის 8.2 მუხლის შესაბამისად, ელექტროსადგურის მშენებლობა/ოპერირების ტექნიკურ/ეკონომიკური მიზანშეწონილობის და 8.3 მუხლის შესაბამისად, კანონმდებლობის თანახმად გაუცემელი ნებართვების/ლიცენზიების საფუძველზე, ხელშეკრულების შეწყვეტის უფლების მინიჭება უნდა გადაწყდეს მიზანშეწონილობიდან გამომდინარე. ამასთან, მემორანდუმის პროექტის 8.4 მუხლთან დაკავშირებით შეენიშნავთ, რომ, მხარეთა თანახმობის პრინციპის გათვალისწინებით, ფორსმაჟორული გარემოებების საფუძველზე მემორანდუმის შეწყვეტის უფლების მხოლოდ კომპანიისთვის მინიჭება განხილულ უნდა იქნეს მიზანშეწონილობიდან გამომდინარე.

3. მემორანდუმის პროექტი შეიცავს ტექნიკური ხასიათის ხარვეზს, კერძოდ, მთლიანი პროექტის მუხლობრივი რეგიათობა საჭიროებს ხელახალ ათვლას და შესაბამისი მითითებების კორექტირებას.

პატივისცემით,

ზ. დიმიტრაშვილი

მინისტრის მოადგილე

ვინა ლორთქიფანიძე