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LOAN NUMBERS 2629/2630(SF)-UZB

PROJECT AGREEMENT  
(Talimarjan Power Project)

between

ASIAN DEVELOPMENT BANK

and

STATE JOINT STOCK COMPANY UZBEKENERGO

DATED 1 MAY 2010

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PAL: UZB 43151

## **PROJECT AGREEMENT**

PROJECT AGREEMENT dated 1 May 2010 between ASIAN DEVELOPMENT BANK ("ADB") and STATE JOINT STOCK COMPANY UZBEKENERGO ("UzbekEnergo").

### **WHEREAS**

(A) by a Loan Agreement dated 1 May 2010 between Republic of Uzbekistan ("Borrower") and ADB ("Ordinary Operations Loan Agreement"), ADB has agreed to make to the Borrower a loan ("Ordinary Operations Loan") of three hundred forty million Dollars (\$340,000,000) on the terms and conditions set forth in the Ordinary Operations Loan Agreement;

(B) by a Loan Agreement dated 1 May 2010 between the Borrower and ADB ("Special Operations Loan Agreement", and together with the Ordinary Operations Loan Agreement, the "Loan Agreements"), ADB has agreed to make to the Borrower a loan ("Special Operations Loan" and, together with the Ordinary Operations Loan, the "ADB Loans") of six million five hundred forty-two thousand Special Drawing Rights (SDR6,542,000) on the terms and conditions set forth in the Special Operations Loan Agreement;

(C) the Borrower has also applied to the Japan International Cooperation Agency ("JICA") for a loan of approximately three hundred million Dollars (\$300,000,000) equivalent ("JICA Loan") for the purposes of the part of the Project described in paragraph 2(a) of Schedule 1 to the Special Operations Loan Agreement, and JICA has agreed to provide the amount and for the amount to be fully administered by ADB;

(D) ADB has agreed to make the ADB Loans only on the condition that the proceeds of the ADB Loans and the JICA Loan be made available to UzbekEnergo and that UzbekEnergo agrees to undertake certain obligations towards ADB as hereinafter in this Project Agreement set forth; and

(E) UzbekEnergo, in consideration of ADB entering into the Loan Agreements with the Borrower, has agreed to undertake the obligations hereinafter set forth;

NOW THEREFORE the parties hereto agree as follows:

## **ARTICLE I**

### **Definitions**

Section 1.01. Wherever used in this Project Agreement, unless the context otherwise requires, the several terms defined in the Special Operations Loan Agreement and in the Loan Regulations (as defined in each of the Loan Agreements) have the respective meanings therein set forth.

## ARTICLE II

### Particular Covenants

Section 2.01. (a) UzbekEnergy shall carry out the Project with due diligence and efficiency, and in conformity with sound administrative, financial, engineering, environmental and power generation practices.

(b) In the carrying out of the Project and operation of the Project facilities, UzbekEnergy shall perform all obligations set forth in the Loan Agreements to the extent that such are applicable to UzbekEnergy.

Section 2.02. UzbekEnergy shall make available, promptly as needed, the funds, facilities, services, equipment, land and other resources which are required, in addition to the proceeds of the ADB Loans, for the carrying out of the Project.

Section 2.03. (a) In the carrying out of the Project, UzbekEnergy shall employ competent and qualified consultants and contractors, acceptable to ADB, to the extent and upon terms and conditions satisfactory to ADB.

(b) Except as ADB may otherwise agree, all Goods, Works and Consulting Services to be financed out of the proceeds of the ADB Loans shall be procured in accordance with the provisions of Schedule 4 to the Special Operations Loan Agreement. ADB may refuse to finance a contract where Goods, Works or Consulting Services have not been procured under procedures substantially in accordance with those agreed between the Borrower and ADB or where the terms and conditions of the contract are not satisfactory to ADB.

Section 2.04 UzbekEnergy shall carry out the Project in accordance with plans, design standards, specifications, work schedules and construction methods acceptable to ADB. UzbekEnergy shall furnish, or cause to be furnished, to ADB, promptly after their preparation, such plans, design standards, specifications and work schedules, and any material modifications subsequently made therein, in such detail as ADB shall reasonably request.

Section 2.05. (a) UzbekEnergy shall take out and maintain with responsible insurers, or make other arrangements satisfactory to ADB, for insurance of delivery and installation of the Project facilities to such extent and against such risks and in such amounts as shall be consistent with sound practice.

(b) Without limiting the generality of the foregoing, UzbekEnergy undertakes to insure, or cause to be insured, the Goods to be imported for the Project and to be financed out of the proceeds of the ADB Loans against hazards incident to the acquisition, transportation and delivery thereof to the place of use or installation, and for such insurance any indemnity shall be payable in a currency freely usable to replace or repair such Goods.

Section 2.06. UzbekEnergy shall maintain, or cause to be maintained, records and accounts adequate to identify the Goods, Works, Consulting Services and other items of expenditure financed out of the proceeds of the ADB Loans, to disclose the use

thereof in the Project, to record the progress of the Project (including the cost thereof) and to reflect, in accordance with consistently maintained sound accounting principles, its operations and financial condition.

Section 2.07. (a) ADB and UzbekEnergO shall cooperate fully to ensure that the purposes of the ADB Loans will be accomplished.

(b) UzbekEnergO shall promptly inform ADB of any condition which interferes with, or threatens to interfere with, the progress of the Project, the performance of its obligations under this Project Agreement or the Subsidiary Loan Agreement, or the accomplishment of the purposes of the ADB Loans.

(c) ADB and UzbekEnergO shall from time to time, at the request of either party, exchange views through their representatives with regard to any matters relating to the Project, UzbekEnergO and the ADB Loans.

Section 2.08. (a) UzbekEnergO shall furnish to ADB all such reports and information as ADB shall reasonably request concerning (i) the ADB Loans and the expenditure of the proceeds thereof; (ii) the Goods, Works, Consulting Services and other items of expenditure financed out of such proceeds; (iii) the Project; (iv) the administration, operations and financial condition of UzbekEnergO; and (v) any other matters relating to the purposes of the ADB Loans.

(b) Without limiting the generality of the foregoing, UzbekEnergO shall furnish to ADB quarterly reports on the execution of the Project and on the operation and management of the Project facilities. Such reports shall be submitted in such form and in such detail and within such a period as ADB shall reasonably request, and shall indicate, among other things, progress made and problems encountered during the quarter under review, steps taken or proposed to be taken to remedy these problems, and proposed program of activities and expected progress during the following quarter.

(c) Promptly after physical completion of the Project, but in any event not later than 3 months thereafter or such later date as ADB may agree for this purpose, UzbekEnergO shall prepare and furnish to ADB a report, in such form and in such detail as ADB shall reasonably request, on the execution and initial operation of the Project, including its cost, the performance by UzbekEnergO of its obligations under this Project Agreement and the accomplishment of the purposes of the ADB Loans.

Section 2.09. (a) UzbekEnergO shall (i) maintain separate accounts for the Project and for its overall operations; (ii) have such accounts and related financial statements (balance sheet, statement of income and expenses, and related statements) audited annually, in accordance with appropriate auditing standards consistently applied, by independent auditors whose qualifications, experience and terms of reference are acceptable to ADB; and (iii) furnish to ADB, promptly after their preparation but in any event not later than 6 months after the close of the fiscal year to which they relate, certified copies of such audited accounts and financial statements and the report of the auditors relating thereto (including the auditors' opinion on the use of the proceeds of the ADB Loans and compliance with the financial covenants of the Loan Agreements), all in the English language. UzbekEnergO shall furnish to ADB such further information concerning such accounts and financial statements and the audit thereof as ADB shall from time to time reasonably request.

(b) UzbekEnergy shall enable ADB, upon ADB's request, to discuss UzbekEnergy's financial statements and its financial affairs from time to time with the auditors appointed by UzbekEnergy pursuant to Section 2.09(a) hereabove, and shall authorize and require any representative of such auditors to participate in any such discussions requested by ADB, provided that any such discussion shall be conducted only in the presence of an authorized officer of UzbekEnergy unless UzbekEnergy shall otherwise agree.

Section 2.10. UzbekEnergy shall enable ADB's representatives to inspect the Project, the Goods and Works financed out of the proceeds of the Loans and any relevant records and documents.

Section 2.11. (a) UzbekEnergy shall, promptly as required, take all action within its powers to maintain its corporate existence, to carry on its operations, and to acquire, maintain and renew all rights, properties, powers, privileges and franchises which are necessary in the carrying out of the Project or in the conduct of its business.

(b) UzbekEnergy shall at all times conduct its business in accordance with sound administrative, financial, environmental and thermal power generation practices, and under the supervision of competent and experienced management and personnel.

(c) UzbekEnergy shall at all times operate and maintain its plants, equipment and other property, and from time to time, promptly as needed, make all necessary repairs and renewals thereof, all in accordance with sound administrative, financial, engineering, environmental, thermal power generation, and maintenance and operational practices.

Section 2.12. Except as ADB may otherwise agree, UzbekEnergy shall not sell, lease or otherwise dispose of any of its assets which shall be required for the efficient carrying on of its operations or the disposal of which may prejudice its ability to perform satisfactorily any of its obligations under this Project Agreement.

Section 2.13. Except as ADB may otherwise agree, UzbekEnergy shall apply the proceeds of the ADB Loans to the financing of expenditures on the Project in accordance with the provisions of the Loan Agreements and this Project Agreement, and shall ensure that all Goods, Works and Consulting Services financed out of such proceeds are used exclusively in the carrying out of the Project.

Section 2.14. Except as ADB may otherwise agree, UzbekEnergy shall duly perform all its obligations under the Subsidiary Loan Agreement, and shall not take, or concur in, any action which would have the effect of assigning, amending, abrogating or waiving any rights or obligations of the parties under the Subsidiary Loan Agreement.

Section 2.15. UzbekEnergy shall promptly notify ADB of any proposal to amend, suspend or repeal any provision of its Charter where there is an impact on the Project and shall afford ADB an adequate opportunity to comment on such proposal prior to taking any action thereon.

### ARTICLE III

#### Effective Date; Termination

Section 3.01. This Project Agreement shall come into force and effect on the date on which both of the Loan Agreements shall come into force and effect. ADB shall promptly notify UzbekEnergO of such date.

Section 3.02. (a) This Project Agreement and all obligations of the parties hereunder shall terminate on the earlier of the following two dates:

- (i) the date on which both of the Loan Agreements shall have terminated in accordance with their terms; or
- (ii) a date 10 years after the date of this Project Agreement.

(b) If either or both of the Loan Agreements terminate in accordance with their terms before the date specified in paragraph (a)(ii) of this Section, ADB shall promptly notify UzbekEnergO of this event.

Section 3.03. All the provisions of this Project Agreement shall continue in full force and effect notwithstanding any cancellation or suspension under either or both of the Loan Agreements.

### ARTICLE IV

#### Miscellaneous

Section 4.01. Any notice or request required or permitted to be given or made under this Project Agreement and any agreement between the parties contemplated by this Project Agreement shall be in writing. Such notice or request shall be deemed to have been duly given or made when it shall be delivered by hand or by mail, telegram, cable, telex, facsimile or radiogram to the party to which it is required or permitted to be given or made at its address hereinafter specified, or at such other address as such party shall have designated by notice to the party giving such notice or making such request. The addresses so specified are:

For ADB

Asian Development Bank  
P.O. Box 789  
0980 Manila, Philippines

Facsimile Numbers:

(632) 636-2444  
(632) 636-2301.

For UzbekEnergo

6 Khorezmskaya St.,  
Tashkent, 100000,  
Uzbekistan

Facsimile Number:

+99871-236-2262.

Section 4.02. (a) Any action required or permitted to be taken, and any documents required or permitted to be executed, under this Project Agreement by or on behalf UzbekEnergo may be taken or executed by its Chairman of the Management Board or by such other person or persons as he shall so designate in writing notified to ADB.

(b) UzbekEnergo shall furnish to ADB sufficient evidence of the authority of each person who will act under paragraph (a) of this Section, together with the authenticated specimen signature of each such person.

Section 4.03. No delay in exercising, or omission to exercise, any right, power or remedy accruing to either party under this Project Agreement upon any default shall impair any such right, power or remedy or be construed to be a waiver thereof or an acquiescence in such default; nor shall the action of such party in respect of any default, or any acquiescence in any default, affect or impair any right, power or remedy of such party in respect of any other or subsequent default.

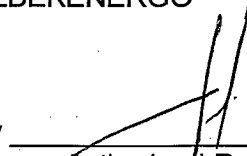
IN WITNESS WHEREOF the parties hereto, acting through their representatives thereunto duly authorized, have caused this Project Agreement to be signed in their respective names and to be delivered at the principal office of ADB, as of the day and year first above written.

ASIAN DEVELOPMENT BANK

By   
KAZUHIKO HIGUCHI  
Country Director  
Uzbekistan Resident Mission

STATE JOINT STOCK COMPANY  
UZBEKENERGO



By   
Authorized Representative  
B. Teshabayev  
Chairman of the Board,  
SJSC "Uzbekenergo"