

Bash 52MW Wind Farm Republic of Uzbekistan

Resettlement Action Plan – Addendum to the
Bash 500MW WF RAP



December 2023

DOCUMENT INFORMATION

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5Cs PROJECT DIRECTOR	Ken Wade

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APPENDIX A - DRAFT LAND LEASE AGREEMENT

LIST OF ABBREVIATIONS

ABBREVIATION	MEANING
EBRD	European Bank for Reconstruction and Development
ESIA	Environmental & Social Impact Assessment
IFC	International Finance Corporation
OHTL	Overhead Transmission Line
RAP	Resettlement Action Plan
SEP	Stakeholder Engagement Plan
WF	Wind Farm

1 INTRODUCTION

1.1 The Project

The Uzbekistan Ministry of Energy and ACWA Power signed a terms of agreement in January 2023 to develop a green hydrogen facility in Tashkent¹. The green hydrogen facility is expected to generate 3,000 tonnes of green hydrogen a year and is expected to reduce the country's reliance on natural gas. In addition to developing the hydrogen facility, ACWA Power will also develop a 52MW Wind Farm (with a maximum capacity of 80MW) in Bash, Bukhara region. The purpose of the wind farm will be to supply power to the grid and wheeling power to the hydrogen plant in Tashkent.

The Bash 52MW WF (herein referred to as 'the Project' will be developed and operated through a joint consortium between ACWA Power and "Uzkimyosanoat" JSC (UKS). The shareholding between ACWA Power and "Uzkimyosanoat" will be 80% and 20% respectively for both the hydrogen plant and the Bash 52MW WF. ACWA Power and "Uzkimyosanoat" has since established a Project Company (for both the hydrogen plant & wind farm), 'ACWA Power UKS Green H2' with the registration number 2050941. The Project scope will include the development financing, construction, operation and maintenance of the Wind Farm including an auxiliary power building, step up transformer from 33kV and internal access roads.

ACWA Power are seeking an amount in Project financing from the European Bank for Reconstruction and Development (EBRD) which requires compliance with their Performance Requirements. Additionally, ACWA Power implements the E&S requirements of IFC as a minimum on all its projects and as such, the Bash WF is required to adhere to IFC Performance Standards.

1.2 Background of the Project

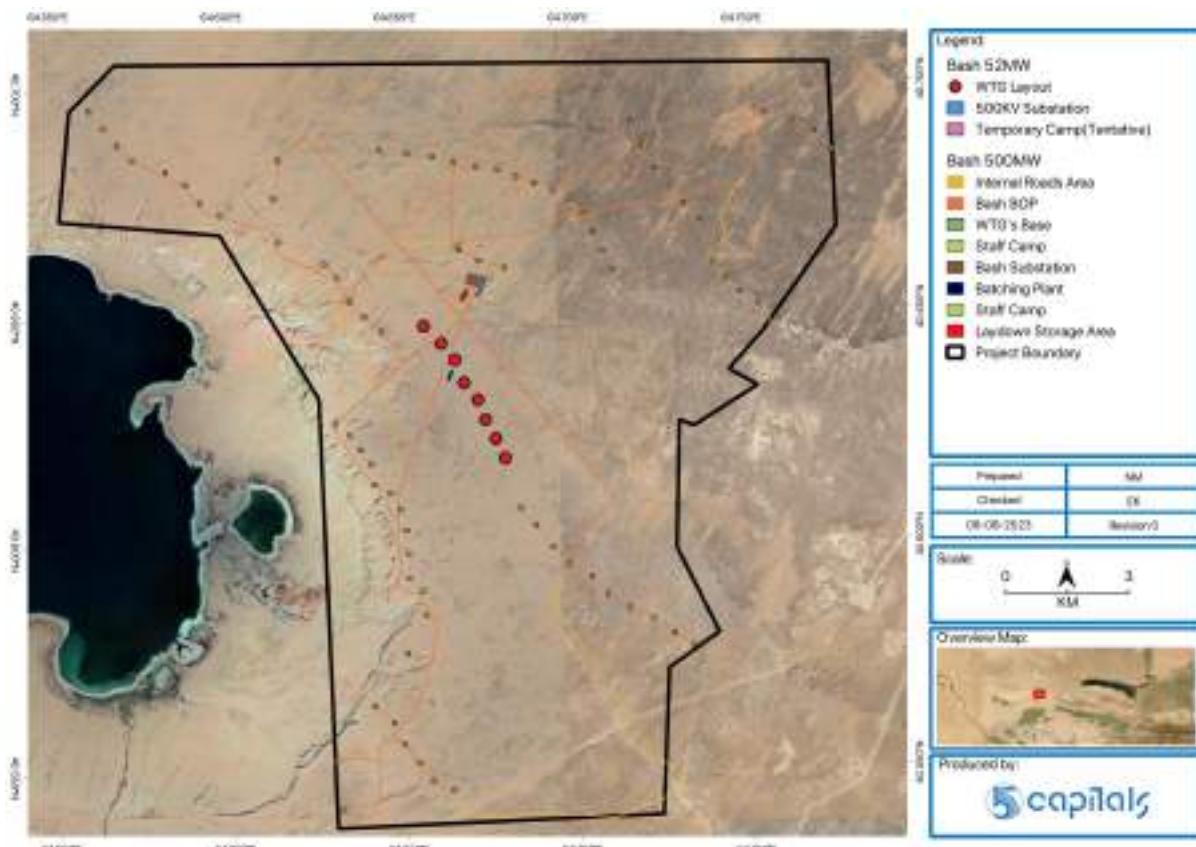
The Bash 52MW WF will be located within the same project boundary as the ACWA Power Bash 500MW (refer to the figure below). The Bash 500MW WF is currently under construction and it is understood from the Project Company (FE "ACWA Power Bash Wind" LLC) that all the herders

¹ The Green Hydrogen Plant will be constructed in an existing industrial complex and will therefore not lead to economic or physical displacement.

who previously grazed on the site and had physical structures have been relocated to suitable alternative land in accordance with the requirements of the Resettlement Action Plan (RAP) (Refer to Bash 500MW WF RAP for more details. As such, the areas within the two projects' footprints are currently not being used for grazing as all land users were relocated.

Based on this, the Bash 52MW WF construction and operational phases will only impact grazing land and no additional physical displacement is envisaged.

Figure 1-1 Bash 500MW & Bash 52MW WFs location (within the same boundary)



1.3 Scope of this RAP Addendum

This Addendum has been prepared to assess the impacts of the Bash 52MW WF on grazing land. It is noted that the Bash 52MW WF will not lead to physical displacement as herders who previously used the site for grazing and had constructed structures within the Project site have since been relocated under the Bash 500MW WF RAP.

1.4 Objectives of this RAP Addendum

- Provide a framework that sets out how the proposed Wind Farm will address the impacts on grazing land;

- Establish the cumulative impact on grazing land as a result of the development of the Bash 500MW and the Bash 52MW Wind Farms; and
- Establish the processes to monitor the implementation of the RAP-Addendum and take corrective actions as necessary.

1.5 Other Plans Related to the RAP Addendum

The following plans are linked to this Addendum:

- **Bash 500MW WF Resettlement Action Plan:** The RAP provides a framework that sets out how the Bash 500MW Wind Farm and 162km OHTL will address physical and economic displacement resulting from its development through resettlement and livelihood restoration and by ensuring that the standards of living of the Project Affected Persons (PAPs) are not worse following Project implementation.
- **Bash 500MW & Bash 52MW Stakeholder Engagement Plan:** The SEP identifies applicable Projects' stakeholders and outlines the proposed methodology for engagement, including with Projects Affected Persons (PAPs) throughout the lifecycle of the Projects with a specific emphasis regarding the guidelines of international lenders and applicable Uzbekistan laws.
- **Livestock Management Plan (Bash 500MW WF & Bash 52MW WF):** The primary objective of the LMP is to mitigate collision risk in vultures and eagles during the operational phase of the Wind Farms by reducing the availability of domestic livestock carrion within the turbine area.
 - It also seeks to achieve a reasonable balance between the economic needs of landowners/users who will continue their grazing activities within the wind turbine areas during the operational phase.

2 PROJECT OVERVIEW

2.1 Project Location

The Bash 52MW WF is located within the same boundary as the Bash 500MW WF. These two WFs are located to the north-eastern part of Ayakagitma reservoir (depression), in Gijduvan district of Bukhara region. The proposed project location is provided in the figures below:

Figure 2-1 Proposed Project Layout

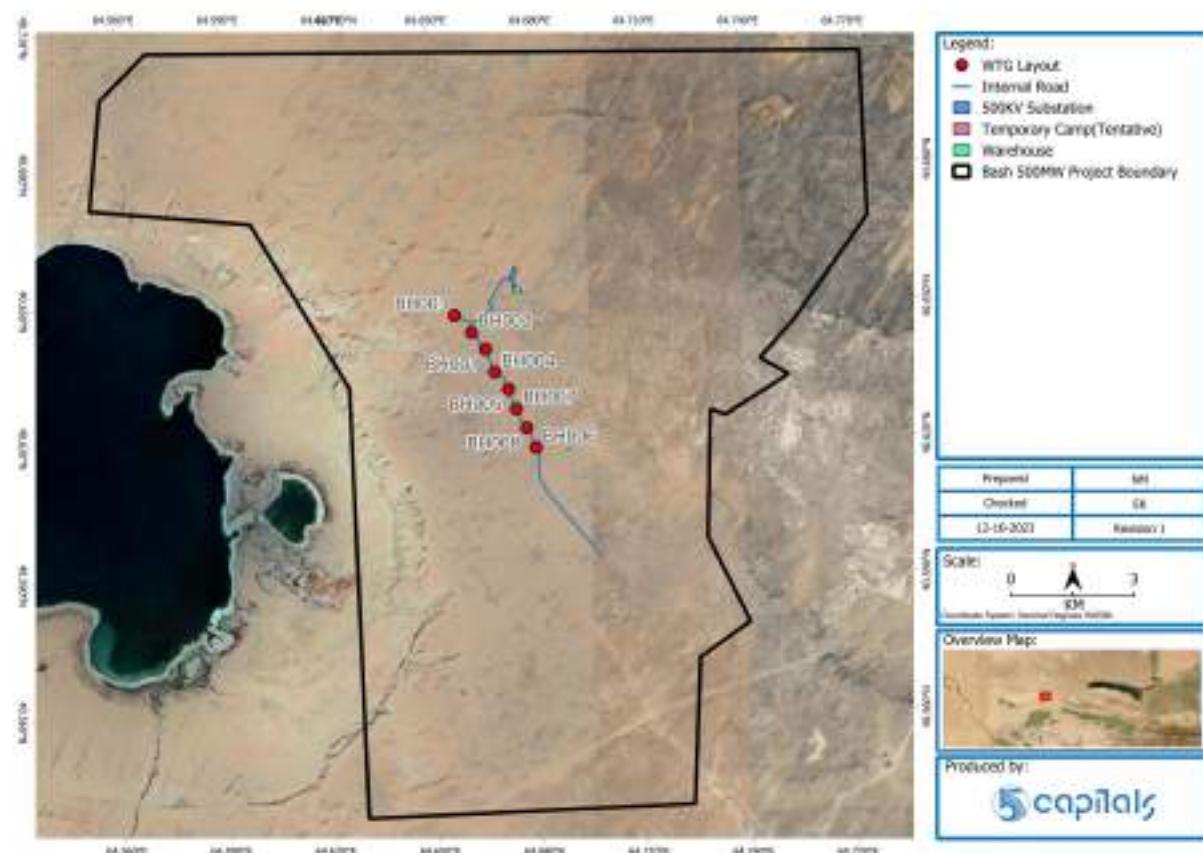
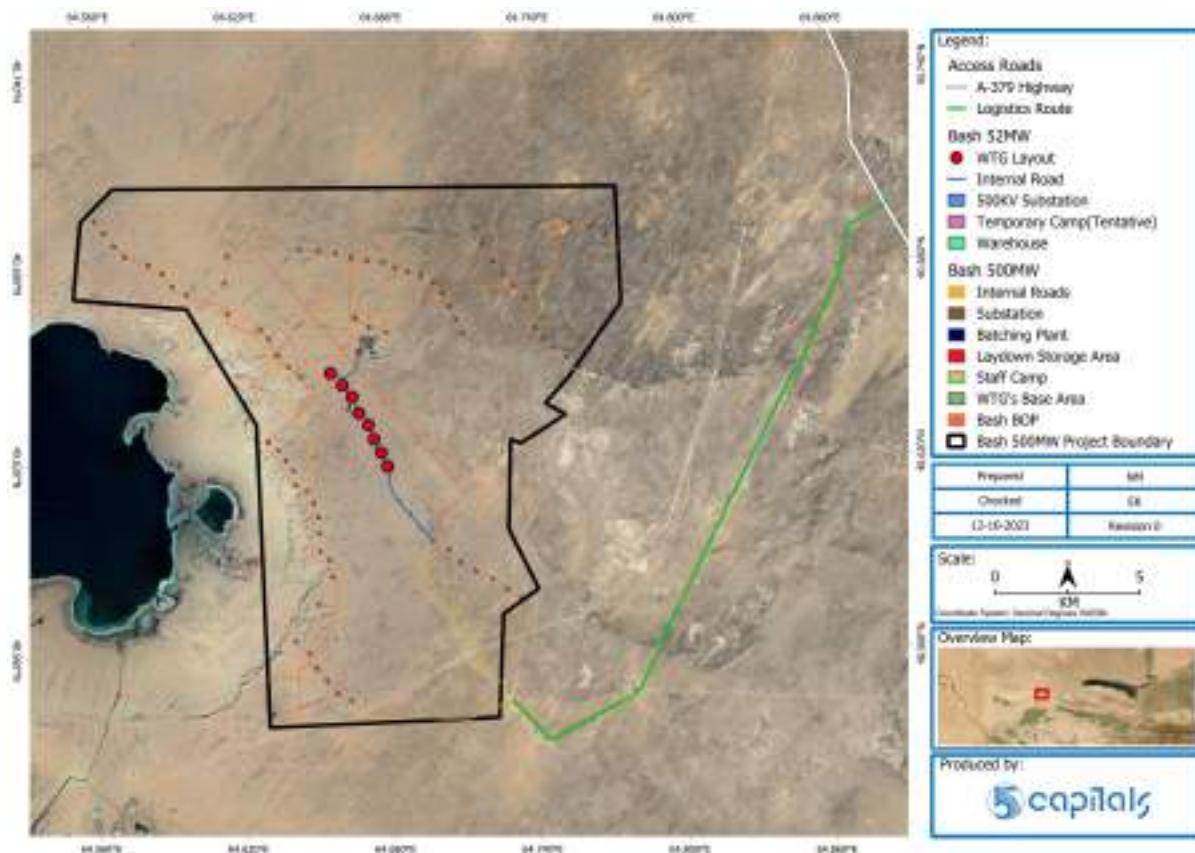


Figure 2-2 Project Location – Bash 52 MW & Bash 500MW WFs



2.2 Project Description Summary

The Bash Wind Farm will consist of 8 wind turbine generators which will utilize EN 1711/6.5 wind turbines. This turbine features horizontal axis, three blades, upwind rotor, variable speed and variable pitch regulation, permanent magnet direct drive synchronous generator with external rotor.

SUBSTATION

The Bash 52MW WF will include an auxiliary power building and set up transformer from 33kV required before interconnection to the Bash 500MW switching station and AIS.

INTERNAL ACCESS ROADS

Internal access roads between turbines will be developed by the EPC Contractor to enable easy access within the Project site. The internal access roads will have a width of 8.5m and will cover a total area of 6.965ha.

2.2.1 Project Associated Facilities

As discussed in the sections above, the Bash 52MW WF will be constructed within the same boundary as the Bash 500MW WF. In addition, the proposed Project will connect to the Bash 500MW WF sub-station before connecting to the grid through the Bash – Karakul 162km Overhead Transmission Line (OHTL). These associated facilities are also being developed by ACWA Power and they have an approved lenders' ESIA in place including a Resettlement Action Plan. The approved ESIA & RAP can be accessed through the links provided in the table below.

Table 2-1 Website Links to Disclosed Bash 500MW WF ESIA Documents

ENTITY	WEBSITE
EBRD	https://www.ebrd.com/work-with-us/projects/esia/uzbekistan-bash-wpp.html
ADB	https://www.adb.org/projects/documents/uzb-56085-001-esia
ACWA Power	https://acwapower.com/en/projects/bash-wind-ipp/

2.3 Project Construction Requirements

Temporary construction laydown area(s) will be established within the Project site. These areas will be required during the construction phase of the by the EPC Contractor as well as sub-contractors. The laydown area will include:

- Office containers;
- Storage areas for equipment;
- Parking areas;
- Bathroom and waste collection facilities;
- Equipment for power generation;
- Communications equipment; and
- Other miscellaneous small items as required.

BATCHING PLANT

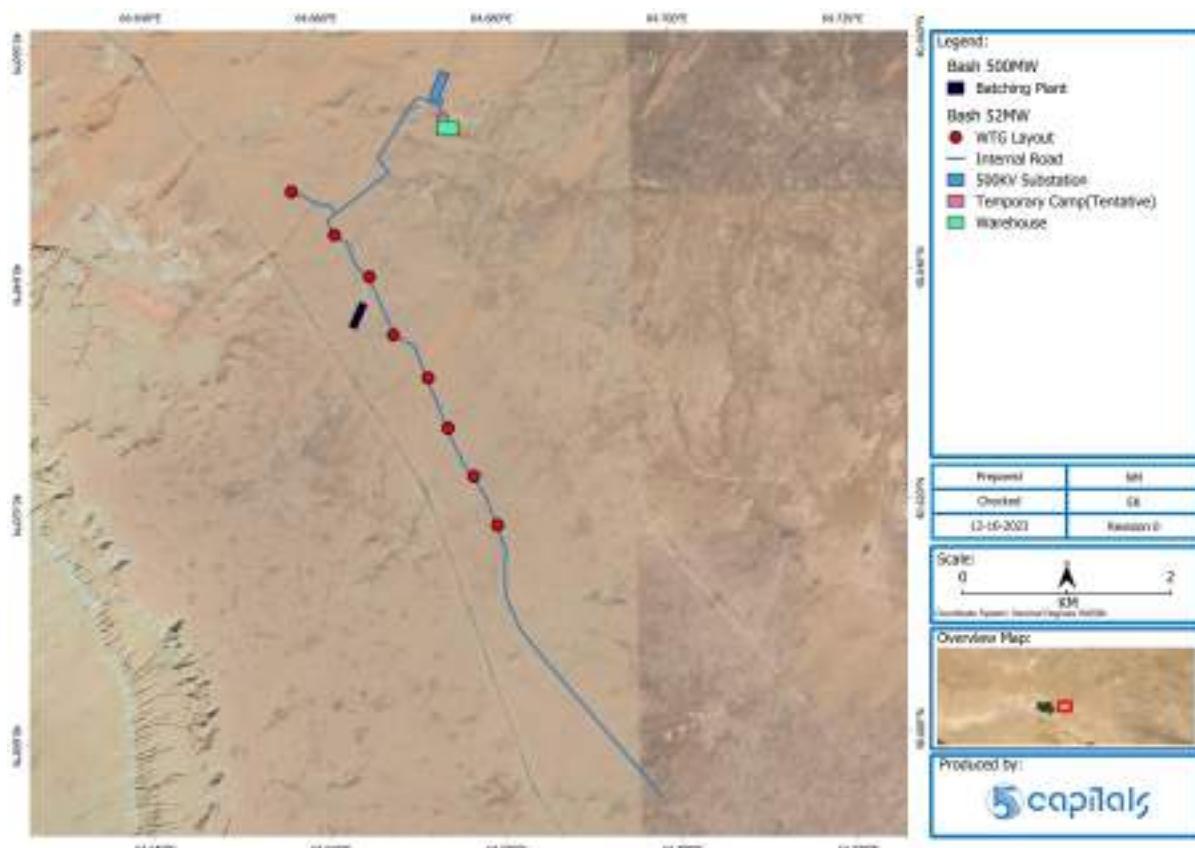
The Bash 52MW WF will use the batching plant constructed under the Bash 500MW WF. This concrete batching plant is located to the south-west of the sub-station approximately 270m north east of the railway line as shown in the figure below.

WORKER ACCOMMODATION

The location of worker accommodation for the Bash 52MW WF will be within the Project site. Such worker accommodation is expected to house the EPC Contractor staff.

The figure below shows the location of the laydown area and worker accommodation facilities.

Figure 2-3 Location of the Batching Plant (under Bash 500MW), Bash 52MW Laydown Area and Worker Accommodation for EPC Contractor Staff



2.3.1 Workforce

At this stage it is understood that the Project will have 85 employees during the construction phase. According to the EPC Contractor, up to 50% of the workforce will be recruited locally during the peak construction period. At this point, the EPC expects to hire 2 skilled and 8 unskilled female employees. However, the EPC is still finalising the organogram and there is a chance that more female employees will be recruited.

Note: The Bash 52MW WF and Bash 500MW WFs will each have their own dedicated E&S team.

2.4 Project Operational Requirements

The duration of the PPA is 25 years from the Project Commercial Operation Date (similar to the Bash 500MW WF) and operations and maintenance activities will be undertaken by The First National Operations and Maintenance Company (NOMAC), a wholly owned subsidiary of ACWA Power.

The operation of the wind farm will require limited operational activities such as the following:

- Operation and maintenance to include normal daily operation of equipment including maintenance (electromechanical and housekeeping) to optimise energy yield and life of the system;
- Remotely activated turbine shutdown during excessive wind speeds; and
- Management of operations in relation to resident bird and bat species and migration periods during Spring and Autumn.

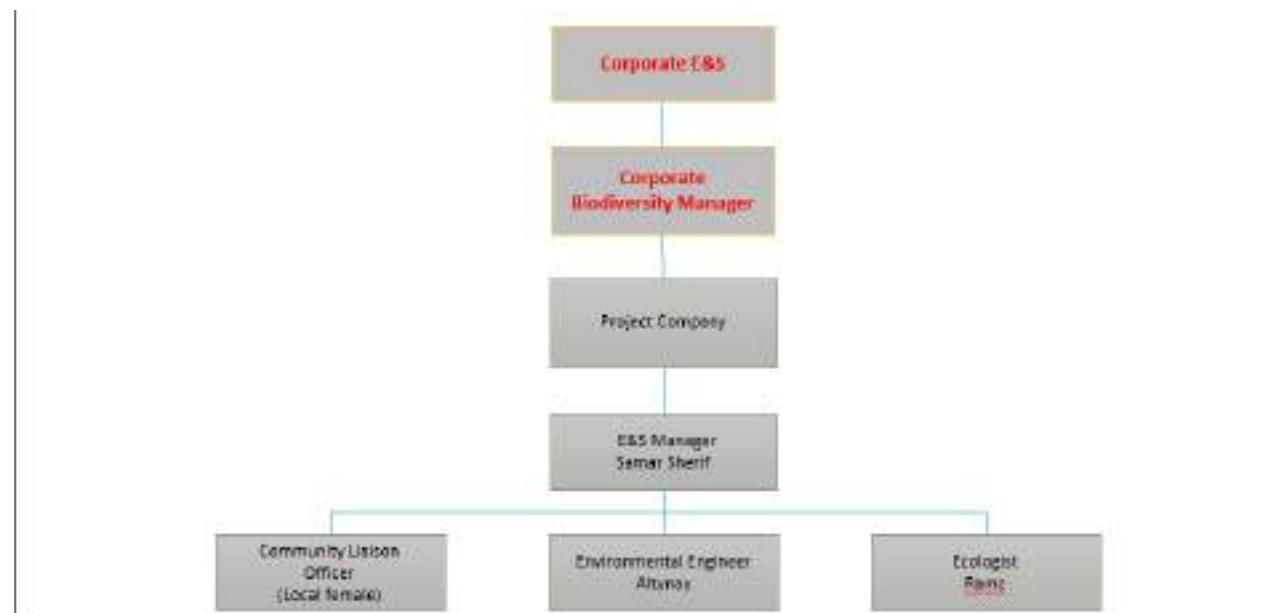
2.4.1 Workforce

The Bash 52MW WF will be operated by the same team under NOMAC as the Bash 500MW WF. At this stage, it is understood that about 35-40 workforce will be engaged to carry out operation and maintenance activities for both wind farms.

2.5 Project Company E&S Staff

The Bash 52MW WF and Bash 500MW WF Project Companies will share the same Environmental and Social experts as shown in the organisational chart below. It is understood that the roles and responsibilities of these personnel as defined under the Bash 500MW WF will be expanded to include the requirements under Bash 52MW WF.

Figure 2-4 Preliminary Organisational Chart



Source: Bash 500MW WF Project Company

2.6 Projects Milestones

The indicative Projects milestones for Bash 500MW & Bash 52MW WFs are as provided in the table below.

Table 2-2 Key Project Milestones/Timeline

MILESTONES	DATE
Bash 500MW WF & OHTL	
Signing Project Agreements (PPA; Investment Agreement)	24 th January 2021
Presidential Decrees	23 rd February 2021 as amended on 8 th July 2022
Land Allotment Orders	19 & 23 March 2021
Limited Notice to Proceed (LNTP)	July 2022
Full Notice to Proceed (FNTP)	December 2022
Site Mobilisation	September 2022
WTG Installation	March 2023
Substation Construction Commencement	April 2023
OHTL Design Approval	June 2023
Transmission Line Construction	September 2023
Commencement of WTG Reliability Tests	June 2024
Grid Available for synchronization & full production (Earliest connection date)	August 2024
Wind Farm Substation Commissioning Tests Completion	September 2024
Interconnection and synchronization at wind farm and grid-level substation are completed (Communication is established & ready for evacuation)	September 2024
Early Commercial Operation Date (>10WTG for each site)	January 2025
Project Commercial Operation Date	April 2025
Project Taking Over	April 2025
Bash 52MW WF	
Limited Notice to Proceed (LNTP)	November 2023
Notice to Proceed	March 2024
Commercial Operation Date	March 2025

3 LEGAL FRAMEWORK & COMPLIANCE OBLIGATIONS

It is understood that ACWA Power are seeking projects finance from the following main lenders:

BASH 500MW WF

- European Bank for Reconstruction and Development (EBRD) Environmental and Social Policy (2019) and Performance Requirements.
- Asian Development Bank (ADB).
- EPFI's who require compliance with IFC PS and World Bank EHS guidelines.

BASH 52MW WF

- European Bank for Reconstruction and Development (EBRD) Environmental and Social Policy (2019) and Performance Requirements.

Additionally, ACWA Power implements the E&S requirements of IFC as a minimum on all its projects and as such, the two Bash WFs will be required to adhere to IFC Performance Standards and IFC EHS Guidelines. As such, the Project have certain obligations to ensure relevant processes are in place for stakeholder engagement on an on-going basis in accordance with EBRD E&S Policy and Performance Requirements, ADB Safeguard Requirements and that of the EP's, IFC Performance Standards and applicable World Bank Group Environmental, Health & Safety (EHS) Guidelines.

Based on the above, the regulatory framework for the Bash 52MW WF remains the same as that of the Bash 500MW WF. As such, reference should be made to the Bash 500MW WF RAP chapters 3 for the applicable national and lenders requirements.

4 BACKGROUND & CONTEXT

4.1 Land Ownership

According to the draft lease agreement between the Ministry of Energy of Uzbekistan and FE 'ACWA Power UKS Green H2' LLC (Project Company), the site and the laydown area will be leased for the purpose of implementing the Project (the lease will be based on the Project footprint). According to the draft LLA, the Project Company will be required to undertake some of the following key actions:

- Pay rent in accordance with the set terms of agreement;
- Keep the Project site and improvements thereon clean and in good working order at all times;
- To construct, complete, operate and maintain the Project to be located on the Project site in accordance with the set requirements.
- Not to use or permit the Project site to be used for any purposes other than those set in the LLA.
- To comply with the laws of Uzbekistan affecting the Project and the LLA.
- To obtain and maintain all the necessary approvals required for the Project.

According to information provided by ACWA Power, the Bash WF has been allocated 21.673ha based on the Project layout. The land allocation for the different Project components is as provided in the table below.

Table 4-1 Land Allocated to the Bash 52MW WF

PROJECT FACILITY	PER WTG AREA/PER KM	NO. OF WTGS/TOTAL KM	TOTAL AREA (HA)
WTGs. (Including foundation & hardstand and WTG transformer)	0.76ha per WTG	8 WTGS	6.08ha
Roads	1.2ha per km	5.804km	6.965ha
Underground cable trench	-	-	Included in the land allocated to the roads land plots
Wind farm sub-station	-	-	2.618ha (including the switchyard)
Lay down area (temporary laydown area, yard, office, storage, camp, batching plant)	-	-	4.0ha
Met mast	-	-	2.01ha
Total	-	-	21.673

Refer to Appendix A for the draft LLA.

Note: According to ACWA Power, the Bash 52MW WF Project Company is exempt from paying compensation for the loss of grazing land. The details of this exemption will be contained in the Presidential Decree² for the Project.

4.1.1 Land Leases

The land within the Project boundary (outside of the Bash 500MW & Bash 52MW WF footprint) is used by Kokcha LLC who are a cluster under the Committee for the Development of Sericulture and Wool Industry (Refer to Bash 500MW RAP Chapter 4 for more details on the relationship between this Committee and Kokcha LLC). Consultations undertaken during the Bash 500MW ESIA and RAP phases revealed that they have been allocated 267,398.1ha of grazing land under their management which includes the land within the Project boundary.

According to the Presidential Decree of the Republic of Uzbekistan No 314 dated 8th July 2022 the Bash 500MW WF was allocated 149.93ha of land while the Bash 52MW will be allocated 21.673ha of land as shown in the table below.

Table 4-2 Land Allocated to the Bash 52MW & Bash 500MW

PROJECT FACILITY	BASH 52MW	BASH 500MW	TYPE OF OWNERSHIP
WTGs. (Including foundation & hardstand and WTG transformer)	6.08ha for 8 WTGs	39.58ha for 79WTGS	
Roads	6.965ha	63.53ha	Land lease for the Projects lifetime
Underground cable trench	Included in the land allocated to the roads land plots	28.03ha	
Wind farm sub-station	2.618ha	9.7618ha	
Lay down area (temporary laydown area, yard, office, storage, camp, batching plant)	4.0ha	9.0287	During the construction phase
Met mast	2.01ha	-	Land lease for the Projects lifetime
Total	21.673	149.9305	n/a

² According to ACWA Power, a new Presidential Decree will be issued to allocate 21.673ha of land under the Bash 52MW WF.

The total land allocated to both Bash 52MW and Bash 500MW is equal to 171.6035ha. This includes the following:

- 17.673ha and 4ha allocated to the Bash 52MW for the lifetime of the Project and during construction respectively.
- 140.9018ha and 9.0287ha allocated to the Bash 500MW for the lifetime of the Project and during the construction phase respectively.

4.2 Land Use within the Site Boundaries

4.2.1 Bash 500MW WF

The Bash 500MW WF is currently under construction. During the ESIA phase, it was determined that the project would lead to physical and economic displacement and as such, a project specific RAP was prepared. The RAP identified that there were 10 herders using the land within the projects boundary for grazing purposes. Out of the ten herders, three herders had constructed structures within the site while the rest of the herders only used the site for grazing.

As a result of this, the RAP assessed the impacts of the Bash 500MW WF on these herders and the applicable entitlements were provided including the identification of suitable alternative grazing land outside of the project boundary.

Based on the information provided in the Bash 500MW WF RAP quarterly monitoring report, all herders received their compensation and other entitlements including moving to alternative grazing sites (Reference Bash 500MW WF RAP for more details on the entitlements and the implementation requirements).

4.2.2 Bash 52MW WF

Consultations were conducted with Kokcha LLC on 21st September 2023 in order to determine the land use and lease ownership within the proposed Project footprint. During the consultation, the following was determined:

- The grazing land allocated to the Project is under the lease of Kokcha LLC.
- Kokcha LLC intends to lease the land within the Project boundary to herders once the construction of the Bash 500MW WF is completed.
- Kokcha LLC does not have particular concerns regarding the construction of the Bash 52MW WF.

In addition to the above, a site visit was undertaken by Juru Limited (local consultant) on 7th October 2023 in order to confirm the status of the land use. During the site visit, it was determined that no herders (or any other land users) were using the site. In addition, no structures were identified within the Project footprint. This is due to the previous land users being relocated under the Bash 500MW WF RAP and the on-going construction activities.

Figure 4-1 General Condition of the Bash 52MW WF Footprint



Condition of land at the proposed WTG 1 area



Condition of land at proposed auxiliary building area (near Bash 500MW sub-station)



Proposed location for the weather mast



Proposed location of the laydown area next to Bash 500MW WF on-going construction area.



General area where the WTGs and access roads will be located

4.3 Health Protection Zone

The Bash 52MW WF will adhere to the same health protection zone requirements as established by the Sanitary and Epidemiological Welfare dept. under the Bash 500MW WF. As such, the wind farm will be required to establish a 1000m health protection zone and have it registered under the Agency for Sanitary and Epidemiological Welfare under the Ministry of Health before the commencement of operations. It is noted that construction of permanent structures within the 1000m health protection zone will not be permitted (in the future).

5 STAKEHOLDER CONSULTATIONS

5.1 ESIA Phase Consultations

Consultations were undertaken with the following stakeholders who previously used the Project site for grazing in order to inform them about the proposed Bash 52MW WF:

- Kokcha LLC;
- Herders who previously had structures on site (relocated under Bash 500MW WF RAP);
- Herders from Ayakagitma village (who previously used the site for grazing and have now been relocated to suitable alternative grazing land in accordance with the Bash 500MW RAP);
- Workers who grazed their livestock on site and have now been relocated to alternative land under their employers (herders).

Consultations with these stakeholders also aimed to establish if they had any concerns relating the development of the proposed Project. The outcome of these consultations is as summarised below.

5.1.1.1 Consultation Meeting with Gijduvan Municipality

DATE OF CONSULTATION	21 st September 2023
TIME	12:00 – 13:00
VENUE	Administrative building of Gijduvan District Municipality
LANGUAGE	Uzbek
NUMBER OF PARTICIPANTS	9 people (including Project Developer reps)
REPRESENTATIVE FROM GIJDUVAN DISTRICT	Governor – Gijduvan District, Head of Department - Karakul District Development of Sericulture Wool Industry Committee, Head of Silk and Wool Department – Karakul District Development of Sericulture Wool Industry Committee, Kokcha LLC Representative, Herders (who previously grazed Inside the project boundaries & have since been relocated), Specialist - Investment and Foreign Trade Department of Gijduvan Municipality, Specialist – Chamber of Commerce Department of Gijduvan District
PROJECT REPRESENTATIVES	Aziz Rahmonov – ACWA Power CLO Ramzjon Sokhbinazarov – ACWA Power Zilola Kazakova – Juru Iroda Malikova – Juru Oleg Khegay - Juru
MATERIALS USED	Leaflets, PPT Presentation

MAIN OUTCOME

- Kokcha LLC representative informed the project representatives that the LLC plans to resettle herders at the project site following the completion of Bash 500MW WF. However, given that the construction of the Bash 52MW WF will not be completed at the same time with Bash 500MW, the Director requested to know if the project will provide additional compensation to herders. The projects' CLO informed the LLC representative that a response to his request will be provided via the grievance mechanism (This grievance was logged and forwarded to the Bash 500MW Project Company for response. However, the updated grievance log showing the response provided to Kokcha LLC was not available to 5 Capitals at the time of writing this report.
- One of the herders who previously used the project site asked to know if herders will receive compensation from Bash 52MW WF project and he was informed that the herders who previously grazed within the project boundaries were relocated and compensated under the Bash 500MW WF Resettlement Action Plan.
- A specialist in Investment and Foreign Trade Department asked to know how many workers will be engaged for the construction of the Bash 52MW WF and he was informed that approximately 85 jobs will be available during construction. 80% of the construction phase workforce will be from Uzbekistan and the project area.
- A specialist in Chamber of Commerce Department requested to know who the Bash 52MW project lender is and he was informed that EBRD is one of the lenders for this project.

The expectation from the participant of this meeting from the project was mainly in relation to compensation of herders. No additional expectations were communicated by participants to the project representatives.

PHOTOS



5.1.1.2 Consultation Meeting with Herders who were Relocated from the Site under Bash 500MW WF RAP

DATE OF CONSULTATION	21 st September 2023
TIME	12:00 – 12:45
VENUE	Gijduvan City, Near Gijduvan Municipality Building
LANGUAGE	Uzbek
NUMBER OF PARTICIPANTS	3
HERDER WORKERS REPRESENTATIVE	Herders H1, H2 and H3 Note: Herder 3 was not available for the meeting however his brother was in attendance and represented him.
PROJECT REPRESENTATIVES	Aziz Rahmonov – ACWA Power CLO Ramzjon Sokhibnazarov – ACWA Power

	Iroda Malikova – Juru
MATERIALS USED	Leaflets
MAIN OUTCOME	
<ul style="list-style-type: none"> • Herder 3 mentioned that compensation for Bash 500MW project was received and wanted to know if additional compensation will be provided to herders for the Bash 52MW project. He was informed by the CLO that as the herders with structures within the project site have already received compensation and have been relocated, they will not be receiving additional compensation from the Bash 52MW project. This is mainly because they are not presently at the project site and the new project will not result in additional physical and/or economic displacement of herders. • The other participants had no questions, comments or concerns regarding the project. 	
PHOTOS	
	

5.1.1.3 Consultation Meeting with Local Herders from Ayakagitma who previously used the Bash site (now relocated under Bash 500MW RAP)

DATE OF CONSULTATION	21 st September 2023
TIME	18:30 – 18:45
VENUE	At the herder's Home
LANGUAGE	Uzbek
NUMBER OF PARTICIPANTS	1 (representing his brothers who also previously used the Bash site but were moved to alternative suitable grazing land).
PROJECT REPRESENTATIVES	Aziz Rahmonov – ACWA Power Ramzjon Sokhbinazarov – ACWA Power Iroda Malikova – Juru
MATERIALS USED	Leaflets
MAIN OUTCOME	
<ul style="list-style-type: none"> • The herder that participated in this meeting asked to know if herders can relocate to their land after the completion of the wind farm projects (both 500MW and 52MW wind farms) and if the project site can be used after the completion of construction works. To this request, the project representative informed him that the project site can be used for grazing livestock following completion of construction works. • The herder also asked to know if his son can be employed by the project during the construction phase and he was informed that the recruitment of local workforce during 	

the construction phase will be based on qualification, skills and the job requirements. The Project Developer and EPC Contractor will notify local communities on job opportunities and the application process and will also consult with local administration and Makhalla leaders in Kuklam, Ayakagitma and Chulobod village on attracting local talent

PHOTOS



5.1.1.4 Consultation Meeting with Herder's Workers at their 'new' Relocation Sites

DATE OF CONSULTATION	22 nd September 2023
TIME	12:00 – 12:45
VENUE	Gijduvan City, Near Gijduvan Municipality Building
LANGUAGE	Uzbek
NUMBER OF PARTICIPANTS	5
REPRESENTATIVE FROM MINING NAVOI SANOAT SAVDO	Director of Navoi Sanoat Savdo
HERDER WORKERS REPRESENTATIVE	2 workers of Herder 1 2 worker of Herder 2
PROJECT REPRESENTATIVES	Aziz Rahmonov – ACWA Power Ramzjon Sokhibnazarov – ACWA Power Iroda Malikova – Juru
MATERIALS USED	Leaflets
MAIN OUTCOME	
<ul style="list-style-type: none"> One of the workers under herder 2 asked to know if the project site can be used after the completion of construction works. To this request, the project representative informed him that the project site can be used for grazing livestock following completion of construction works. 	
PHOTOS	



5.2 Grievance Redress Mechanism

The following details were provided to the stakeholders in order to be able to submit their grievances or comments regarding the proposed Project.

Table 5-1 Stakeholder Engagement - Grievance Mechanism Contact Details

COMPANY	CONTACT DETAILS
Projects Companies FE "ACWA Power Bash Wind" LLC ACWA Power UKS Green H2	Gulbakhar Kamalova (Social Manager) Tel: +998 77 025 9960 Email: gkamalova@acwapower.com
	Aziz Rakhmanov (CLO) Tel: +998 77 006 9960 Email: arakhmanov@acwapower.com
	Address: 567, I. Karimov Str. Navoi, Bukhara region, Uzbekistan
<p><i>In addition to the above, the contacts details of the local consultant were also provided. However, all the grievances received were submitted to the Bash 500MW and 52MW WF Projects Companies for resolution in accordance with the SEP.</i></p>	

Note: Reference Bash 500MW WF RAP and the Bash 500MW & Bash 52MW WFs Stakeholder Engagement Plan for more details regarding the requirements and implementation of the grievance mechanism.

5.2.1 Grievances Received

To date, two (2) grievances have been received in relation to the land use. These include:

- A request from Kokcha LLC wanting to know whether they would be compensated for losses if Bash 52MW WF is completed after Bash 500MW WF which would delay them allocating the land within the projects footprint to herders.
- A herder stated that the new well dug by the Bash 500MW WF Project Company on his alternative land was not providing sufficient water for his livestock as the generator he uses requires more fuel which is expensive. He therefore requested for support in installing solar panels which would be cheaper.

These two grievances were logged and forwarded to the Bash 500MW Project Company for response. It is the understanding of 5 Capitals that the Project Company has resolved the grievances above and provided responses to the grievants.

5.3 Implementation Phase Stakeholder Consultations

The activities in the table below will be undertaken as part of the on-going stakeholder consultations for the Bash WFs.

Table 5-2 Implementation Phase Stakeholder Consultations

ACTIVITY	STAKEHOLDERS	ENGAGEMENT METHOD	TIMING AND FREQUENCY
Notification of Kokcha LLC on any unexpected delays in accessing the site for grazing purposes (only if there is an extension in the timeline)	Kokcha LLC	Bilateral meetings	2 months in advance of the extension timeline
Consultations with Kokcha LLC on how the inability to access the site within the disclosed timeline will affect their activities. (only if there is an extension in the timeline)	Kokcha LLC	Bilateral meetings	During the assessment period of how an extension in the construction timeline will affect Kokcha LLC activities.
Disclosure of the impact assessment & corrective action to be undertaken (only if there is an extension in the timeline)	Kokcha LLC	Bilateral meetings	Immediately after the completion of the assessment.
Notification on the start of land restoration efforts by the Bash 500MW & Bash 52MW WFs EPCs	Committee on Sericulture & Wool Industry (SWID) Kokcha LLC	Bilateral Meetings	Prior to the start of the start of the site restoration efforts (to cover both Bash 52MW & Bash 500MW WFs)
Invitation to Kokcha LLC to visit the Projects site after the completion of grazing areas restoration	Committee on Sericulture & Wool Industry (SWID) Kokcha LLC	Official call inviting Kokcha LLC (and SWID) to visit the Projects site restored areas.	Before the EPC hands over the construction areas to the Project Companies.

6 SCOPE OF IMPACT

6.1 Land Requirements

According to the information provided by ACWA Power, the Bash 52MW WF has been allocated 17.673ha of land lease for the lifetime of the Project and 4ha under temporary use during the construction phase of the Project.

6.2 Bash 52MW WF Impact on Grazing Land

All the grazing land near the Project site and in the wider Bukhara region belongs to the Committee on Sericulture and Wool Industry (SWID). Consultations with Kokcha LLC during the Bash 500MW WF ESIA & RAP phase revealed that the LLC has been allocated 267,398.1 ha of grazing land under their management in the wider Project area.

Out of the 21.673ha allocated to the Bash 52MW WF, 17.673ha will be permanently impacted by the construction of Project facilities while 4ha will be impacted by temporary construction facilities such as laydown areas, storage areas etc. This accounts for an impact of 0.0066% during operation and 0.0015% during construction based on the total land owned by Kokcha (267,398.1ha) within and outside the Project boundary. This impact is considered negligible considering the total grazing land available to Kokcha LLC.

The land within the Bash 52MW and Bash 500MW WF site is currently under Kokcha LLC and has not been leased or allocated to any 'new' herders. This is after all the herders who were living and/or using the Projects' site for grazing were relocated to suitable grazing alternative land in accordance with the Bash 500MW WF RAP. As such, the Bash 52MW WF will not lead to further impact on herding activities or herders' assets (as these have been relocated).

It will therefore be the decision of Kokcha LLC on how the land outside the Projects' BoP is allocated once the construction phases have been completed. It is noted that the site will be accessible during the operational phases of the Projects (to previous or 'new' herders), but construction of structures will not be allowed within 1000m of the WTGs in line with the health protection zone requirements.

6.3 Impact from Bash52MW Construction Timeline

Based on the Project timeline (refer to section 2.6 above), the construction and Commercial Operation Date (COD) for Bash 52MW WF will occur in March 2025. This is compared to the Bash 500MW WF whose COD is scheduled for April 2025. As such, the construction of Bash 52MW WF will not cause a delay for Kokcha LLC to allocate grazing land to any herders (including those who previously used the Project site).

Any changes that may result into the delay of Kokcha LLC accessing and allocating the grazing land to previous or 'new' herders will be communicated to the LLC immediately and an assessment undertaken to determine the impact on their activities. This will be undertaken by the Bash 500 & Bash 52MW WFs Social Manager and the appropriate Corrective Action Plan developed and implemented.

6.4 Cumulative Impacts on Land Use (Bash 500MW WF & Bash 52MW WF)

As stated above, Kokcha LLC has been allocated a total of 267,398.1ha of grazing land under their management which includes the land within the Project boundary and outside.

The Bash 500MW WF was allocated 149.93ha of land through a Presidential decree issued in 2022 while the Bash 52MW will be allocated 21.673ha of land as shown in the table below.

Table 6-1 Land Allocated to the Bash 52MW & Bash 500MW

PROJECT FACILITY	BASH 52MW	BASH 500MW	TYPE OF OWNERSHIP
WTGs. (Including foundation & hardstand and WTG transformer	6.08ha for 8 WTGs	39.58ha for 79WTGS	Land lease for the Projects lifetime
Roads	6.965ha	63.53ha	
Underground cable trench	Included in the land allocated to the roads land plots	28.03ha	
Wind farm sub-station	2.618ha	9.7618ha	
Lay down area (temporary laydown area, yard, office, storage, camp, batching plant)	4.0ha	9.0287	During the construction phase
Met mast	2.01ha	-	Land lease for the Projects lifetime
Total	21.673	149.9305	n/a

The total land allocated to both Bash 52MW and Bash 500MW is equal to 171.6035ha. This includes the following:

- 17.673ha and 4ha allocated to the Bash 52MW for the lifetime of the Project and during construction respectively.
- 140.9018ha and 9.0287ha allocated to the Bash 500MW for the lifetime of the Project and during the construction phase respectively.

Based on the total grazing land available to Kokcha LLC (267,398.1ha) the permanent and temporary impacts to the grazing land as a result of the Project is expected to be limited. This will constitute the following:

- 0.0066% permanent impact and 0.0015% temporary impact on grazing land from the Bash 52MW WF.
- 0.053% permanent impact and 0.0034% temporary impact on grazing land from the Bash 500MW WF.
- The total cumulative impact on grazing land for both Bash 52MW and bash 500MW will be 0.059% permanent impact and 0.0049% temporary impact on grazing land.

Based on this, it is expected that the Project will have limited impact on Kokcha LLC (and its herders) activities and operations. Similar to the Bash 500MW WF, it is expected that access to the Project site for herders will be possible during the operational phase of the Project but structures will not be allowed to be constructed or retained within 1000m of the WTGs.

7 ELIGIBILITY AND ENTITLEMENT

As stated in section 4.1 above, the Client has informed 5 Capitals that the Bash 52MW WF is exempt from providing compensation for loss of grazing land. The details of this exemption will be contained in the Presidential Decree (to be released).

Based on the above, no compensation amounts have been calculated for Kokcha LLC for the loss of grazing land.

7.1 Cut-off-Date

A cut-off date was set for 7th October 2023 in order to visit the Project site and verify that there was no on-going land-use, structures and/or assets within the Project footprint. This date was communicated to Kokcha LLC on 29th September 2023 in order to ensure their availability. Also in attendance was a registered valuator from Guliston Baholash Konsalting LLC.

During the site visit, it was determined that there were no assets or on-going land uses.

7.2 Entitlements Matrix

7.2.1 Wind Farm

ASSET	SPECIFICATIONS	NUMBER OF PAPs	AFFECTED PERSONS	COMPENSATION ENTITLEMENT
Land	Grazing land within the Project footprint	1	Kokcha LLC	<ul style="list-style-type: none">Restoration of grazing land in areas with temporary construction facilities after the completion of the construction phase.The Project Company will inform Kokcha LLC at least two months in advance in case there are delays in when previous or 'new' herders can access the site.

8 INSTITUTIONAL RESPONSIBILITY

The institutional responsibility will be similar to that established under the Bash 500MW WF. This especially because the Bash 52MW WF E&S team will be the same as under Bash 500MW WF.

9 IMPLEMENTATION SCHEDULE

The intended implementation schedule for this RAP is presented below.

Table 9-1 RAP-Addendum preparation & implementation schedule

ACTIVITY	RESPONSIBILITY	TIMELINE
RAP Addendum Preparation Phase		
Notification of Kokcha LLC about the Project	Juru Limited/5C	From September 2023
Stakeholder Engagement	ACWA Power, Project Company , 5 Capitals & Juru Limited	From September 2023 and on-going as per the Bash 500MW WF RAP and the Bash 500MW & Bash 52MW WFs SEP
Site visit to determine the presence of assets etc	5 Capitals & Juru Limited	7 th October 2023
Preparation of this Addendum	5 Capitals	October 2023
Lenders' engagement on review of this Addendum	EBRD	October 2023
Disclosure of the entitlements to Kokcha LLC	Project Company/5 Capitals/Juru Limited	TBC
Implementation		
Notification of any delays in Kokcha LLC accessing the site due to changes in timeline (if any)	Project Company	Notification will be provided two months in advance
Disclosure of corrective action plan to Kokcha LLC (if required due to delays in timeline)	Project Company	One month before the extension period
Restoration of the grazing land within the temporary areas of the Project	Project Company/EPC Contractor	At the end of the construction phase
External third-party close-out audit	Independent E&S consultant	After the completion of land restoration efforts.

10 MONITORING

The monitoring indicators for the Bash 52MW WF will include the following:

- Total number of grievances received and logged, cases resolved at Project level, how long it took to resolve them through the defined process as accepted by lenders.
- Number of grievances received and why.
- Number of grievances taken to court (if any) and the timeline taken to resolve the matter in court etc.
- Total area of land (ha) that has been impacted outside of the land allocated to the Project.
 - This will include a justification why and how the stakeholder(s) were notified and impacts assessed.
- Total area of land (ha) that has been successfully restored at the end of the construction phase.
- Achieved satisfaction level of Kokcha LLC on the restoration of the grazing land after the end of the restoration efforts.
- If there is a delay in Kokcha LLC accessing the Projects site due to changes in the Project(s) timelines, the KPIs established in the corrective action plan will be monitored. This will include proof of consultations (MoMs, signed attendance sheets).

10.1 Corrective Action Plan

The Project Company's Social Manager will undertake an impact assessment and implement a corrective action plan in case of the following:

- Bash 52MW WF construction timeline causes delays in when Kokcha LLC can access grazing land within the site or sections of it.
- Bash 500MW and Bash 52MW WFs construction timelines extend beyond the timeline disclosed to Kokcha LLC as provided in this Addendum (section 2.6).

The impact assessment and the corrective action plan will be submitted to the lenders before disclosure to Kokcha LLC.

10.2 Land Restoration Audit

This audit will be undertaken by a third-party to verify that the land within temporary Project areas has been restored to what it was before the start of the construction phase. This report will be provided to the lenders for review and determination on whether further actions are required.

APPENDIX A - DRAFT LAND LEASE AGREEMENT

Dated _____ 2023

Land Lease Agreement

relating to the
Green Hydrogen Project

between

[The Ministry of Energy of the Republic of Uzbekistan]
as Lessor

and

FE "ACWA Power UKS Green H2" LLC
as Lessee

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This **LAND LEASE AGREEMENT** (the "Agreement") is made on _____ 2023 by and between:

- (1) **[THE MINISTRY OF ENERGY OF THE REPUBLIC OF UZBEKISTAN]**, with its registered office at 21 Istikbol Str., Tashkent, 100047, the Republic of Uzbekistan (the "Lessor"); and
- (2) **FE "ACWA POWER UKS GREEN H2" LLC**, a limited liability company duly organised and existing under the laws of the Republic of Uzbekistan, with its registered office at Temur Street 88A, Yunusobod District, Tashkent City, the Republic of Uzbekistan and with registration number 2050941 (the "Lessee"),

together, the "Parties".

Whereas:

- (A) the Lessee wishes to develop the Project Site (as defined below) at its own cost for the purposes of developing a wind power generation plant in the Gijduvon district, Bukhara region, Republic of Uzbekistan with a capacity of up to one hundred (100) MW (the "Plant") for the purposes of, among other things, supplying renewable energy to power a green hydrogen production facility with an approximately twenty (20) MW electrolyser, producing up to 3000 tons of green hydrogen per year, to be co-located with the existing ammonia plant owned and operated by JSC "Maxam-Chirchiq" in the Republic of Uzbekistan;
- (B) on [●], the Lessee has entered into a power purchase agreement with JSC National Electric Grid of Uzbekistan (the "Purchaser") (as amended from time to time) (the "Power Purchase Agreement"), in relation to the implementation of the Project (as defined in the Power Purchase Agreement) and the sale of electricity dispatched from the Plant, and the Lessor has received a copy thereof;
- (C) on [●], the Government of the Republic of Uzbekistan (the "Government"), represented by the Ministry of Investments, Industry and Trade of the Republic of Uzbekistan, ACWA Power Company (Saudi Listed Joint Stock Company) and the Lessee entered into an investment agreement under which the Government agrees to provide certain assistance and support to the Lessee in order to promote the implementation of the Project (the "Investment Agreement");
- (D) by Presidential Resolution No. [●] dated [●] (the "Presidential Resolution"), the President of the Republic of Uzbekistan has authorized the lease by the Lessor to the Lessee of the Site (as defined below), the EF Site (as defined below) and the Project Laydown Area (as defined below) for the purposes of the Project;
- (E) the title for the Site, the EF Site and the Project Laydown Area have been registered in the name of the Lessor pursuant to [●] issued by [●] No. [●] dated [●]; and
- (F) the Lessor intends, upon the terms and conditions contained herein, to lease out the Site, the EF Site and the Project Laydown Area for the purpose of implementing the Project and the Lessee wishes to undertake the Project in accordance with the Power Purchase Agreement, the Electricity Supply Agreement (as defined in the Investment Agreement), the Hydrogen Purchase Agreement (as defined in the Investment Agreement), the Investment Agreement and this Agreement.

The Parties agree that:

1. Definitions and Interpretation

1.1 Definitions

In this Agreement, unless otherwise defined herein, capitalised terms shall have the meaning

given thereto in the Power Purchase Agreement.

In addition:

"Abandonment" has the meaning assigned to it in the Power Purchase Agreement.

"Agreement" means this land lease agreement with Recitals and Schedules.

"Confidential Information" has the meaning given to it in Clause 13(d) (*Confidentiality*).

"Decommissioning" means the decommissioning of the assets comprising the Plant and restoration of the Project Site to its initial condition (to the extent reasonably possible) as at the execution date of the Power Purchase Agreement (as captured and stored via inventory records, visual pictures, videos and other means), which (unless otherwise agreed by the Lessor) shall include the removal of all plant and equipment and all other above and below ground objects (including the removal of foundations in accordance with the applicable Laws of Uzbekistan), the re-landscaping of the Project Site and reclamation activities to restore vegetative cover, hydrologic function and control of erosion, as well as to minimise habitat loss and land alteration, and any other actions as may be required by the applicable Laws of Uzbekistan, and **"Decommission"** shall be construed accordingly.

"Decommissioning Completion Date" means, in relation to the Plant, the date falling within [●] months of the earliest to occur of:

- (a) the PPA Expiry Date;
- (b) the PPA Early Termination Date; and
- (c) the Total Loss Date.

"Decommissioning Program" means a work program for the Decommissioning, developed and, if applicable, updated by the Lessee (at its own cost and expense), which complies with the requirements set out at Clause 9.1 (*Decommissioning Program*) and which has been approved by the Independent Engineer and, to the extent required by applicable Law of Uzbekistan, the relevant Government Authorities.

"Decommissioning Security" means an unconditional and irrevocable on-demand letter of credit procured by the Lessee in accordance with Clause 9.3 (*Decommissioning Security*) and issued:

- (a) in favour of the Lessor, in form and substance satisfactory to the Lessor (acting reasonably), by an issuing bank acceptable to the Lessor; and
- (b) for an amount equal to the Decommissioning Security Amount.

"Decommissioning Security Amount" means an amount in USD equal to [100] % of the aggregate amount of costs and expenses determined in accordance with the Decommissioning Program to complete the Decommissioning (such amount to be adjusted in accordance with Clause **Error! Reference source not found.** (*Decommissioning Program*) and from time to time to reflect inflation in the Republic of Uzbekistan).

"Delivery and Acceptance Act" means a conveyance deed substantially in the form attached hereto as Schedule 4 (*Delivery and Acceptance Act*).

"Direct Agreement" means a direct agreement to be entered into between the Lessor, the Lessee and the Financing Parties in relation to this Agreement, substantially in the form set out in Schedule 3 (*Form of Direct Agreement*).

"Dispute" has the meaning given to it in Clause 16 (*Dispute Resolution*).

"EF Site" means the land plot described as the "EF Site" in Schedule 1 (*Project Site Description*), on which the NEGU Electrical Facilities (as defined in the Power Purchase Agreement) to be built by the Lessee and transferred to the Purchaser in accordance with the terms of the Power Purchase Agreement.

"EF Site Term" has the meaning given to it in Clause 2.2 (*Term*).

"Encumbrance" means any covenant, condition, restriction, obligation, lease, tenancy, licence or other right of occupation or possession, mortgage, lien, pledge, charge, assignment by way of security or any other security arrangement or agreement.

"Environmental and Social Impact Assessment" or **"ESIA"** means an environmental and social impact assessment required to be conducted by the Lessee in accordance with the terms of the Power Purchase Agreement.

"Event of Loss" has the meaning given to it in the Power Purchase Agreement.

"Expiry Date" means the date falling on the 25th anniversary of the Commercial Operation Date, which date shall be automatically extended for the period not less than the Term under the Power Purchase Agreement (if longer); and provided that such period shall also be extended for the applicable period required for the transfer of the Plant to the Purchaser or the Decommissioning of the Plant, as applicable, upon the expiry or early termination of the Power Purchase Agreement, or as may otherwise be required in accordance with the terms of this Agreement.

"Financing Documents" has the meaning given to it in the Power Purchase Agreement.

"Financing Party(ies)" has the meaning given to it in the Power Purchase Agreement.

"Government Authority" has the meaning given to it in the Power Purchase Agreement.

"Gross Negligence" means a negligent act or omission done with reckless disregard, whether consciously or not, for the foreseeable harmful consequences of the act or omission.

"Independent Expert" has the meaning given to it in Clause 16.2(b) (*Expert Determination*).

"Insolvency Event" means the occurrence of any of the following events:

- (a) the passing of a resolution for the bankruptcy, insolvency, winding up, liquidation or other similar proceeding relating to the Lessee;
- (b) the voluntary filing by the Lessee of a petition of bankruptcy, moratorium on debt payments, or other similar relief;
- (c) the appointment of a liquidator, custodian or similar person in respect of the Lessee in a proceeding referred to in paragraph (a) above, which appointment has not been stayed or set aside within ninety (90) days of such appointment; or
- (d) the making by a Government Authority of an order for the winding up or otherwise confirming the bankruptcy or insolvency of the Lessee, which order has not been set aside or stayed within ninety (90) days of such making.

"Investment Agreement" has the meaning given to it in Recital (C).

"Lessor Parties" means any of the Republic of Uzbekistan's present, former or future constituent subdivisions or agencies, any of the Republic of Uzbekistan's public officials, any legal entities (whether wholly or partially owned by the Republic of Uzbekistan), any of their respective employees, directors, officers, consultants, agents, trustees, representatives.

"Material Land Dispute" has the meaning given to it in Clause 16.1(c)(i) (*Amicable*

Resolution and Litigation).

"NEGU Electrical Facilities" has the meaning given to it in the Power Purchase Agreement.

"Permitted Use" means all activities required for the implementation of the Project, including activities required for Decommissioning.

"Plant" has the meaning given to it in Recital (A).

"PLA Term" has the meaning given to it in Clause 2 (*Term*).

"Power Purchase Agreement" has the meaning given to it in Recital (B).

"PPA Early Termination Date" means, upon the Closing Date having been achieved under the Power Purchase Agreement, the date of the early termination of the Power Purchase Agreement in relation to the Plant in accordance with the terms thereof, where the Purchaser is not obligated to purchase the Plant upon such early termination pursuant to the terms of the Power Purchase Agreement.

"PPA Expiry Date" means the date of expiry of the Power Purchase Agreement at the end of its term as provided for in clause 2.2 (*Term of Agreement*) of the Power Purchase Agreement, unless otherwise extended in accordance the terms of the Power Purchase Agreement.

"Project" has the meaning given to it in the Power Purchase Agreement.

"Project Commercial Operation Date" has the meaning given to it in the Power Purchase Agreement.

"Project Laydown Area" means the area described as the "Project Construction Laydown Area" as shown in Schedule 1 (*Project Site Description*) which is vacant on the Signature Date and which shall be for purposes of temporary storage of plant, equipment and materials during construction of the Plant.

"Project Site" means the plots of land, comprising the Site, the EF Site and the Project Laydown Area collectively, the boundaries of which are shown in the plan set out in Schedule 1 (*Project Site Description*).

"Recipient" has the meaning given to it in Clause 13(b)(i) (*Confidentiality*).

"Registration Date" means the date of the state registration of this Agreement with the relevant cadastral authority (or other Government Authority performing the state registration of real estate) in accordance with Clause 2.4 (*Term*).

"Relevant Documents" means any documents entered or to be entered into in relation to the implementation and operation of the Project.

"Rent" means payments in consideration for the lease of the Project Site to the Lessee by the Lessor payable in the amounts set out in Schedule 2 (*Rent*) and otherwise in accordance with this Agreement.

"Representative" means an employee, officer, adviser or consultant.

"Security Agent" means the entity appointed to act as security trustee or agent or in any similar capacity for and on behalf of the Financing Parties.

"Signature Date" means the date on which this Agreement is executed by the Parties.

"Site" means the land plot described as the "Site" in Schedule 1 (*Project Site Description*), on which the Plant will be built, owned, operated, and (at the Government's request) transferred or decommissioned by the Lessee.

"Term" has the meaning given to it in Clause 2.1 (*Term*).

"Total Loss Date" means the date of the Event of Loss, which has been confirmed by the Independent Engineer in accordance of the terms of the Power Purchase Agreement.

"Uzbek Soum" means the lawful currency of the Republic of Uzbekistan.

"Value Added Tax" means the value added tax levied under the Laws of Uzbekistan.

"Willful Misconduct" means a deliberate act or omission of a Party in circumstances where it knew that the other Party (or its personnel or contractors) would, or would be reasonably likely to, suffer loss or damage as a consequence.

1.2 Interpretation

The following rules of construction and interpretation apply to this Agreement:

- (a) a "person" includes any individual, company, corporation, firm, partnership, joint venture, association (whether a body corporate or an unincorporated association of persons) or any government institution, department or establishment and a person shall be construed as including a reference to its successors, permitted assigns and permitted transferees in accordance with their respective interests;
- (b) an "employee" of any person includes any other person or agent who is engaged or has (within the period prescribed by applicable law for holding such person's employer, client or principal, as the case may be, responsible for his acts) been engaged directly or indirectly by such person as an employee, consultant, contractor or in any other capacity whatsoever;
- (c) words importing the singular number include the plural and vice versa, and words importing a gender include the other gender;
- (d) the descriptive headings in this Agreement, including the cover page and table of contents, are for convenience of reference only and not for purposes of construction or interpretation of its provisions;
- (e) unless specifically provided otherwise, the words "herein" and "hereunder", and words of similar import, refer to the entirety of this Agreement and not only to the clause in which such use occurs;
- (f) a reference to a "Clause" or "Schedule" is a reference to a clause or schedule of this Agreement;
- (g) this Agreement is to be read and construed as a whole; anything mentioned in any of the documents comprising this Agreement shall be of like effect as if stated or mentioned in all of them. In the event of a conflict between the clauses and the schedules, the Parties shall endeavour, in the first instance, to resolve the conflict by reading this Agreement as a whole and the provision that is more specific to the subject matter shall govern. If, notwithstanding the Parties' good faith efforts to resolve the conflict as provided in the preceding sentence, the conflict continues to persist, the provision in the clauses shall govern;
- (h) where an obligation of a Party to make payment under this Agreement, as a result of the calculation of time, falls on a day other than a Business Day, such time for performance shall be extended to the next Business Day;
- (i) "including" or "includes" shall be deemed to be qualified by a reference to "without limitation";

- (j) references to a provision of law are references to that provision as amended, extended or re-enacted and include all laws and official requirements made under or deriving validity from it or enacting such modification;
- (k) reference to "this Agreement" or any other agreement or document shall be construed as a reference to such agreement or document as amended, modified or supplemented and in effect from time to time and shall include a reference to any document which amends, modifies or supplements it, or is entered into, made or given pursuant to or in accordance with its terms;
- (l) a reference to time shall be a refine to local time in Uzbekistan (UTC+4); and
- (m) a reference to any Party includes its successors in title, permitted assignees, and transferees.

2. Term

- 2.1 This Agreement shall come into full force and effect as of the Registration Date, and, unless earlier terminated in accordance with its terms, shall remain in full force and effect until the Expiry Date (the "**Term**"), except with respect to the EF Site and the Project Laydown Area.
- 2.2 With respect to the EF Site, this Agreement shall come into full force and effect from the Registration Date, and, unless earlier terminated in accordance with its terms, shall remain in full force and effect until the NEGU Electrical Facilities are transferred to the Purchaser in accordance with the Power Purchase Agreement (the "**EF Site Term**").
- 2.3 With respect to the Project Laydown Area, this Agreement shall come into full force and effect from the Registration Date and, unless earlier terminated in accordance with its terms, shall remain in full force and effect until the date falling ninety (90) days after the Project Commercial Operation Date (the "**PLA Term**").
- 2.4 The Lessee shall register this Agreement with the relevant cadastral authority, the National Geographic Informational System of the Republic of Uzbekistan or as otherwise may be required under the Laws of Uzbekistan, including making the appropriate applications with the relevant local cadastral department and the Lessor shall provide all assistance as may reasonably be required by the Lessee. Notwithstanding anything to the contrary in this Agreement, pursuant to Article 357 of the Civil Code of the Republic of Uzbekistan, the terms and conditions of this Agreement, including the obligations under Clause 4 (*Rent*), shall apply to the Parties' relations commencing on the Signature Date inclusive.
- 2.5 Subject to the Lessee's compliance with the terms of the Investment Agreement, the Power Purchase Agreement and this Agreement, the Lessor undertakes to provide reasonable assistance to the Lessee for compliance with procedural requirements necessary for the extension of the Term in accordance with the terms of this Agreement and the Laws of Uzbekistan.

3. Lease of the Project Site

- 3.1 Subject to the terms and conditions of this Agreement and in consideration of the Rent and the Lessee's covenants herein contained, on the Signature Date, the Lessor hereby covenants to execute and deliver to the Lessee a Delivery and Acceptance Act, pursuant to which the Lessor:
 - (a) leases, until the end of the PLA Term, the Project Laydown Area to the Lessee;
 - (b) leases, until the end of EF Site Term, the EF Site to the Lessee; and
 - (c) leases, until the end of the Term, the Site to the Lessee;

except, in each case, all minerals, oils and precious stones whatsoever upon or under the said land which shall be reserved for the exclusive use of the Lessor.

- 3.2** The Lessor agrees to grant to the Lessee a full, free, uninterrupted and unrestricted right of way for the purposes of access to and egress from the Project Site of its personnel, representatives or contractors with or without vehicles, machinery and implements of any kind in connection with the execution of the Project and the provision of utilities and other services to the Project Site.
- 3.3** The Lessee shall have full possession of the Project Site from the Signature Date for any construction activities.
- 3.4** The Lessor shall deliver possession of the Project Site to the Lessee from the Signature Date, free and clear of all Encumbrances, with such delivery being evidenced by a Delivery and Acceptance Act which shall include clear establishment of the borders on the territory, maps, drawing up plans and other documentation and formalities as per applicable Laws.

4. Rent

- 4.1** In consideration for the lease of the Project Site to the Lessee by the Lessor, the Lessee shall pay the Rent to the Lessor or, if directed by the Lessor and such payment is in accordance with the Laws of Uzbekistan, to any other Government Authority, in the amount and on such dates as set out in Schedule 2 (*Rent*). The payment by the Lessee of the Rent to a Government Authority as directed by the Lessor shall fully and completely discharge the Lessee with respect to such payment under this Agreement. Following the tenth (10th) anniversary of the Project Commercial Operation Date the Rent payable may be subject to change during the Term, as applicable, in accordance with Schedule 2 (*Rent*) and the Laws of Uzbekistan.
- 4.2** The Lessee acknowledges that late payment of the Rent shall lead to the imposition of penalties in accordance with the Laws of Uzbekistan.
- 4.3** In addition to Rent payable by the Lessee pursuant to this Agreement, the Lessee is responsible for and shall be obliged to pay to the Lessor or, if directed by the Lessor and such payment is in accordance with the Laws of Uzbekistan, to any other Government Authority, any charges and fees (including any cadastral charges) that relate to the Project Site in accordance with the Laws of Uzbekistan (including any fees which the Lessor is required to pay in accordance with Laws of Uzbekistan).
- 4.4** The Rent shall be inclusive of land tax (if applicable).

If the Lessee becomes obliged to pay land tax in relation to the Project Site to any Government Authority (in addition to the Rent payable by the Lessee pursuant to this Agreement), the Rent shall be reduced by the amount of such land tax. If any Government Authority claims payment of any land tax in respect of the Project Site from the Lessee in respect of any period for which the Lessee has made payment of Rent pursuant to this Agreement, the Lessee shall be entitled to deduct such amount of land tax from any future Rent becoming due pursuant to this Agreement.

- 4.5** In the event this Agreement is terminated:
 - (a)** in accordance with Clause 8.2(a) (*Termination*) the Lessor shall be entitled not to refund the amount of any unutilised Rent paid by the Lessee under this Agreement; and
 - (b)** in accordance with Clause 8.2(b) (*Termination*) the Lessor shall, within sixty (60) days of the date of such termination, refund, without interest, the amount of any unutilised Rent paid by the Lessee under this Agreement unless there is any overdue Rent payable by the Lessee or otherwise for which the Lessor shall be entitled to make necessary

deductions or withhold the entire amount therefrom in addition to other remedies, if any, under this Agreement or pursuant to the Laws of Uzbekistan.

5. Fixtures and Fittings

5.1 From the Signature Date, the Lessee may, at its own cost, erect or install fixtures and fittings or make other improvements on the Project Site (including but not limited to backfilling and levelling of the site to make it suitable for construction of the Plant), as the Lessee may, in its discretion, consider fit and necessary in connection with the implementation of the Project.

5.2 All developments, regardless of the extent of such developments (including any movable and immovable assets installed or erected on the Site and/or the EF Site shall be, and shall remain, the property of the Lessee until the end of the Term and/or the EF Site Term accordingly, as such Term and/or the EF Site Term may be extended in accordance with this Agreement, as applicable (except as may otherwise be set out in the Power Purchase Agreement). All developments, regardless of the extent of such developments, on the Project Laydown Area shall be, and shall remain, the property of the Lessee (fixed and removable assets) until the end of the PLA Term.

6. Utilities

6.1 The Lessee shall, at its own cost, procure the supply of water and electrical power to the Project Site for the purposes of the implementation of the Project. The Lessee acknowledges and agrees that the Lessor shall have no obligation under this Agreement or otherwise to supply water and electrical power to the Project Site.

6.2 The Lessee shall install (or procure installation of) all requisite and adequate sewage and drainage systems for the Project.

6.3 Subject to the compliance by the Lessee with all of the requirements relating to the usage and maintenance of the utility systems, the Lessor shall, upon request from the Lessee and at the Lessee's own cost, assist the Lessee to obtain access to existing utility systems and provide reasonable assistance to enable the Lessee to lay down water and electrical power supply to, and to install adequate sewage and drainage systems on, the Project Site.

7. Use

7.1 The Lessee (including its personnel, representatives or contractors) shall use the Project Site for the Permitted Use only, save for with the prior written consent of the Lessor, and such consent shall not be unreasonably withheld.

7.2 Subject to the Lessee paying the Rent and other charges and fees set out in Clause 4.3 (*Rent*) and complying with the terms and conditions of, and performing its obligations under this Agreement, the Lessee shall have undisturbed use and quiet enjoyment and peacefully hold exclusive possession, of the Project Site, including:

- (a) the Site for the Term;
- (b) the EF Site for the EF Site Term; and
- (c) the Project Laydown Area for the PLA Term,

without interference or any interruption from the Lessor or any person claiming under or in trust for the Lessor.

7A. Alterations and Additions

- (a) The Lessee shall, without the prior written consent of the Lessor but subject to the terms of the Power Purchase Agreement and the Investment Agreement, for the Term have the right to undertake any renewals, alterations, and additions that the Lessee may think fit to the Plant (as appropriate).
- (b) Any alterations or additions that the Lessee may make to the Project Site from time to time may have to be removed by it, at its cost, subject to and in accordance with Clause 9 (*Decommissioning*).

8. Breach and Termination

8.1 Breach

- (a) The Lessee shall have breached this Agreement if:
 - (i) the Lessee fails to pay any Rent when due and does not make the overdue payment within one (1) month of the date on which the Rent is due;
 - (ii) an Abandonment occurs;
 - (iii) subject to any bona fide Dispute pursuant to Clause 16 (*Dispute Resolution*), the Lessee fails to perform or comply in any material respect with any of the other covenants or conditions of this Agreement applicable thereto and said failure continues for a period of thirty (30) days after receipt of written notice thereof from the Lessor; *provided, however,* that if the Lessee has commenced to cure, and diligently continues to cure, such failure that cannot reasonably be cured within the said thirty (30) day period, and so long as the Lessee continues to pay the Rent, the Lessee shall not be deemed in breach of this Agreement;
 - (iv) an Insolvency Event has occurred with respect to the Lessee; or
 - (v) an event that gives the Lessor the right under the Laws of Uzbekistan to terminate this Agreement has occurred.
- (b) The Lessor shall have breached this Agreement if, subject to any bona fide Dispute pursuant to Clause 16 (*Dispute Resolution*), the Lessor fails to perform or comply in any material respect with any of the covenants or conditions of this Agreement applicable thereto and said failure continues for a period of ninety (90) days after receipt of written notice thereof from the Lessee; *provided, however,* that if the Lessor has commenced to cure, and diligently continues to cure, such failure that cannot reasonably be cured within the said ninety (90) day period, the Lessor will not be deemed in breach of this Agreement.

8.2 Termination

- (a) In the event of:
 - (i) the Lessee's breach under Clause 8.1(a) (*Breach*); or
 - (ii) the termination of the Power Purchase Agreement by the Purchaser in accordance with clause 19.4 (*Termination upon Project Company or NEGU Event of Default*) of the Power Purchase Agreement other than if the Purchaser has terminated the Power Purchase Agreement for Project Company Event of Default but has not exercised its right to require transfer of the Project pursuant to the terms of the Power Purchase Agreement; or

- (iii) the termination of the Power Purchase Agreement by the Purchaser in accordance with clause 19.3 (*Termination for Non-Fulfilment of Conditions Precedent to Closing Date*) of the Power Purchase Agreement,

the Lessor shall have the right to terminate this Agreement by giving to the Lessee prior written notice of termination which shall occur:

- (i) in the event of termination pursuant to Clause 8.2(a)(iii) (*Termination*), no earlier than two (2) months after the date of such termination notice; or
- (ii) in the event of termination pursuant to Clause 8.2(a)(i) or Clause 8.2(a)(ii) (*Termination*), on the date of termination of the Power Purchase Agreement, *provided that*, where the Lessee is required:
 - (A) to transfer the Project pursuant to the terms of the Power Purchase Agreement, the date of termination shall be on the date of transfer of the Project; and
 - (B) to decommission the Plant pursuant to the terms of the Power Purchase Agreement and this Agreement, the date of termination shall be on the date that is the earlier of (x) the date on which decommissioning of the Plant has been completed in accordance with clause 19.14 of the Power Purchase Agreement and this Agreement and (y) one (1) year from the date of termination of the Power Purchase Agreement.

Should the Lessee fail to dispute the termination of this Agreement prior to the expiration of the time fixed in the notice, such failure shall constitute the acceptance of and agreement with the termination of this Agreement by the Lessee and upon expiration of the time fixed in the notice, this Agreement and the rights, title and interest of the Lessee under this Agreement shall automatically terminate in the same manner and with the same force and effect as if the date fixed in the notice of termination were the date of the end of the Term.

- (b) In the event of the Lessor's breach under Clause 8.1(b) (*Breach*), the Lessee shall have the right to terminate this Agreement by giving to the Lessor three (3) months' prior written notice of termination. Should the Lessor fail to dispute the termination of this Agreement prior to the expiration of the time fixed in the notice, such failure shall constitute the acceptance of and agreement with the termination of this Agreement by the Lessor and, upon expiration of the time fixed in the notice, this Agreement shall automatically terminate in the same manner and with the same force and effect as if the date fixed in the notice of termination were the date of the end of the Term, the EF Site Term or the PLA Term, as applicable.
- (c) In the event the Power Purchase Agreement is terminated for a Project Company Event of Default or any other reason other than as set out in Clause 8.2(a) (*Termination*) above:
 - (i) if the Power Purchase Agreement expires or is terminated by the Purchaser for a Project Company Event of Default but the Purchaser has not exercised its right to require transfer of the Project as provided for in clause 19.8(a) (*Obligations Upon Termination or Expiry*) of the Power Purchase Agreement, the Lessee may terminate this Agreement by written notice to the Lessor; or
 - (ii) in any other circumstances either Party may terminate this Agreement by written notice to the other Party,

provided further that, if applicable, such date of termination is no earlier than the date of transfer of the Project or the date on which decommissioning of the Plant has been completed in accordance with clause 19.14 (*Decommissioning*) of the Power Purchase Agreement.

8.3 Consequences of Termination

- (a) Upon the termination of this Agreement, the Project Site and the right of use thereof shall forthwith revert to the Lessor.
- (b) The remedies given to the Lessor and the Lessee in this Agreement shall be cumulative, and the exercise of any one remedy shall not be to the exclusion of any other remedy.
- (c) The Lessor acknowledges that in the event of the transfer of the right, title and interest in the Project to the Purchaser or the Government's nominee pursuant to the terms of the Power Purchase Agreement:
 - (i) the lease rights in relation to the Project Site pass to the Purchaser or the Government's nominee and the Lessee undertakes to take all such actions and execute such documents as may be required by the Laws of Uzbekistan to facilitate such transfer; and
 - (ii) the Lessee does not have any rights to claim from the Lessor any compensation for such transfer.
- (d) The Lessee shall not be entitled to recover damages or obtain payment, reimbursement, restitution or indemnity more than once in respect of any one shortfall, damage, deficiency, breach or other set of circumstances which gives rise to one or more claims under this Agreement and the Power Purchase Agreement (no double recovery).

8.4 Expiry of Term or EF Site Term

Subject to the terms of the Investment Agreement and the Power Purchase Agreement, upon the expiry of the Term and/or the EF Site Term, as applicable, or early termination of this Agreement, the Lessee shall, if required by the Lessor, be obliged to remove the Plant and any fixtures, fittings, alterations, or additions erected or installed on the Site and/or the EF Site, as applicable, including restoration of the Site and/or the EF Site, as applicable, to its initial condition (to the extent reasonably possible) as at the date of the Power Purchase Agreement (as captured and stored via inventory records, visual pictures, videos and other means), in accordance with the Lessee's decommissioning obligations contemplated in the Power Purchase Agreement, *provided that*:

- (a) the Term and/or the EF Site Term, as applicable, shall be extended until such removal and decommissioning work has been completed which must be completed within one (1) year from the date of expiry of the Term and/or the EF Site Term, as applicable, or early termination, it being understood that the extension of the Term and/or the EF Site Term, as applicable, shall be solely for the purpose of effecting such removal and decommissioning work; and
- (b) any damage caused to the Site and/or the EF Site as a result of any such removal and decommissioning shall be made good by the Lessee at its expense (without limiting the Parties' separate obligations under the Investment Agreement and/or the Power Purchase Agreement).

8.5 Expiry of PLA Term

Subject to the terms of the Investment Agreement and the Power Purchase Agreement, upon the expiry of the PLA Term or early termination of this Agreement, the Lessee shall be obliged

to remove any fixtures, fittings, alterations, or additions erected or installed on the Project Laydown Area, including restoration of the Project Laydown Area to its initial condition (to the extent reasonably possible) as at the date of the Power Purchase Agreement (as captured and stored via inventory records, visual pictures, videos and other means).

9. Decommissioning

9.1 Decommissioning Program

(a) No later than the earliest to occur of:

- (i) the date falling thirty (30) months prior to the PPA Expiry Date;
- (ii) the date notified by the Lessor to the Lessee following the PPA Early Termination Date; and
- (iii) the date falling within ninety (90) days from the Total Loss Date,

the Lessee shall deliver to the Lessor the Decommissioning Program approved by the Independent Engineer as being effective for the Decommissioning, *provided, however, that*, in the event the PPA Early Termination Date or the Total Loss Date, as applicable, occurs after the date set out in paragraph 9.1(a)(i) above, the Lessee shall deliver an updated Decommissioning Program pursuant to paragraph 9.1(a)(ii) or 9.1(a)(iii) above, as applicable.

(b) Each Decommissioning Program shall include the following elements:

- (i) identification of measures to be taken to restore the Site to near pre construction conditions or a condition compatible with surrounding land use;
- (ii) documented site specific health and safety plans and procedures to be followed, including provisions for training personnel accordingly;
- (iii) specifications for demolition and reclamation, which shall serve as the basis for contractor bids for the decommissioning project;
- (iv) disposal of materials in appropriate facilities for treatment/disposal or recycling;
- (v) monitoring plans to control the execution of the Decommissioning and reclamation plan through Project oversight and quality assurance;
- (vi) documentation of the implementation of the program and compliance with the Laws, Good Utility Practice and applicable international environmental and social standards;
- (vii) an environmental site assessment to ascertain whether soil and/or groundwater contamination has occurred in the decommissioning project areas during construction/operation/decommissioning that needs to be remediated in accordance with applicable Laws, Good Utility Practice and international environmental and social standards. At first a walkover and a screening of potential contamination sources based on uses of each area, site evidence, and record of accidents, will indicate whether a full environmental site assessment is needed. The assessment shall be guided by applicable Laws, Good Utility Practice and relevant international environmental and social standards. If the results of the assessment indicate that remediation activities are required, the Project Company shall be responsible for implementing such activities and for the cost of the same;

- (viii) the proposed Decommissioning Completion Date; and
- (ix) the aggregate amount of costs and expenses required for the completion of the Decommissioning.

9.2 Decision to Decommission or Transfer

Within ninety (90) days of receipt of the Decommissioning Program (or, as applicable, the updated Decommissioning Program) pursuant to Clause 9.1 (*Decommissioning Program*), the Lessor shall notify the Lessee whether it shall require the Lessee to transfer its rights, title and interests in the Plant, as applicable, to the Purchaser (or a nominee) or to Decommission the Plant, at the Lessee's cost.

9.3 Decommissioning Security

- (a) If the Lessor notifies the Lessee that it requires the Lessee to Decommission in accordance with the terms of this Agreement, the Lessee shall, by the earliest to occur of:
 - (i) the date falling twenty-four (24) months prior to the PPA Expiry Date;
 - (ii) such date as notified by the Lessor (acting reasonably) to the Lessee following occurrence of the PPA Early Termination Date; and
 - (iii) such date as notified by the Lessor (acting reasonably) to the Lessee following occurrence of the Total Loss Date,
 deliver a Decommissioning Security to the Lessor.
- (b) If any Decommissioning Security contains an expiry date which is earlier than the date on which it is required to be returned to the Lessee pursuant to Clause 9.4 (*Decommissioning*), the Lessee shall no later than thirty (30) days prior to such expiry date (i) procure an extension of such expiry date by providing to the Lessor written and signed confirmation from the issuer of the Decommissioning Security of such extension or (ii) deliver a replacement for the Decommissioning Security meeting the requirements of this Agreement.
- (c) If the Lessee fails to procure such extension of, or replacement for, the Decommissioning Security by a date which is twenty (20) days prior to the expiry date of the Decommissioning Security, the Lessor may draw on the Decommissioning Security in full and hold the proceeds as cash security in a collateral account (the "**Decommissioning Cash Security**"). The Lessor shall be entitled to appropriate and apply the Decommissioning Cash Security in the same manner and for the same purpose that it would be entitled to with respect to the Decommissioning Security in accordance with this Agreement.
- (d) Subject to the Lessor's right to have recourse to the Decommissioning Cash Security in accordance with this Agreement, the Decommissioning Cash Security shall be released to the Lessee promptly upon the Lessee delivering to the Lessor an extension of, or replacement for, the Decommissioning Security meeting the requirements of this Agreement.

9.4 Decommissioning

- (a) If the Lessor elects to require the Lessee to Decommission in accordance with Clause 9.2 (*Decision to Decommission or Transfer*), the Lessee shall take such steps at the Lessee's cost as are required to comply with the Decommissioning Program and complete the Decommissioning, on or prior to the Decommissioning Completion Date, in accordance with applicable Laws of Uzbekistan, international environmental and

social standards and Good Utility Practice. The Independent Engineer shall determine whether and when the Lessee has completed the Decommissioning.

- (b) If the Independent Engineer determines that the Lessee has completed the Decommissioning on or prior to the Decommissioning Completion Date, the Lessor shall return the uncalled balance of the Decommissioning Security to the Lessee within ten (10) days of the Independent Engineer's determination.
- (c) If the Independent Engineer determines that the Lessee has failed to complete the Decommissioning on or prior to the Decommissioning Completion Date, the Independent Engineer shall calculate the costs that would be reasonably incurred by the Lessor in order to complete the Decommissioning in accordance with the Decommissioning Program and the Lessor shall be entitled to call on the Decommissioning Security for that amount and return the balance of the Decommissioning Security (if any) to the Lessee within ten (10) days of the Independent Engineer's determination.

9.5 Interrelationship with the Power Purchase Agreement

- (a) The Parties acknowledge that, pursuant to clause 19.14 of the Power Purchase Agreement, the Lessee has obligations to the Purchaser that are substantially the same as those set out in this Clause 9 (*Decommissioning*) (including the Lessee's obligations in respect of the Decommissioning Security) and the Purchaser has rights in respect of the decommissioning of the Project that are substantially the same as the rights of the Lessor set out in this Clause 9 (*Decommissioning*) save that the Purchaser also has the right to require the Lessee to transfer the Project to it under the Power Purchase Agreement rather than decommissioning the Project.
- (b) The performance by the Lessee of its obligations in favour of the Purchaser under clause 19.14 of the Power Purchase Agreement to decommission the Project shall discharge the Lessee's obligations to the Lessor under this Clause 9 (*Decommissioning*), including the Lessee's obligation to deliver a Decommissioning Security. Unless otherwise instructed by the Purchaser to the Lessee in writing, the requests of the Purchaser under the Power Purchase Agreement in respect of the Decommissioning (including in respect of the delivery of the Decommissioning Security) shall have priority for the Lessee over the requests of the Lessor under this Agreement.
- (c) The Lessor shall not be entitled to exercise its rights under this Clause 9 (*Decommissioning*) to the extent the Purchaser has notified the Lessee under clause 19.14 of the Power Purchase Agreement that it requires the Lessee to transfer the Project to itself.

10. The Lessee's Covenants

10.1 The Lessee hereby covenants:

- (a) to pay the Rent in accordance with the terms of this Agreement;
- (b) to keep the Project Site and improvements thereon clean and in good working order at all times for the Term, the EF Site Term and the PLA Term, as applicable, in each case, in accordance with the requirements of the Relevant Documents;
- (c) to construct, complete, operate and maintain the Project to be located on the Project Site in accordance with the requirements of the Relevant Documents;
- (d) to assume responsibility for the administration, security and development of the Project

Site in accordance with the provisions of the Relevant Documents;

- (e) to indemnify the Lessor and Lessor Parties against all claims, demands, proceedings, costs, liabilities and expenses arising from any loss, damage or injury to person or property on the Project Site, unless same is directly caused by the Lessor's or the relevant Lessor Parties' Gross Negligence or Willful Misconduct;
- (f) subject to Clause 14 (*Assignment and Transfer*), not to assign or sublet the Project Site, or any part thereof, without the prior written consent of the Lessor;
- (g) not to use or permit the Project Site, or any part of the Project Site, to be used for any purposes other than those set out in this Agreement;
- (h) to comply with all the Laws of Uzbekistan affecting the Project, the Project Site and this Agreement;
- (i) to install the Plant on the Project Site in accordance with the requirements of the relevant international environmental and social standards;
- (j) to obtain and maintain all the necessary approvals as and when required for the Project;
- (k) to transfer or decommission the Plant, as applicable, in accordance with the Power Purchase Agreement, this Agreement and any applicable Laws of Uzbekistan;
- (l) not to Abandon the Project Site at any time during the Term. If the Lessee does Abandon the Project Site, any property belonging to the Lessee and left on the Project Site shall be deemed abandoned at the discretion of the Lessor to the extent permitted by the Laws of Uzbekistan and shall become the property of the Lessor upon the termination of this Agreement;
- (m) to ensure that all applications and connections for necessary utility services on the Project Site shall be made in the name of the Lessee only. The Lessee shall, at its own cost, apply for, and be solely liable for, utility charges as they become due, including those for sewerage, refuse, water, gas, electricity and telephone services;
- (n) to waive all claims against the Lessor for damages to the Project or the Lessee's property or for injuries to persons, arising from any cause at any time unless directly caused by the Lessor's Gross Negligence or Willful Misconduct;
- (o) subject to the decommissioning provisions as set out in the Power Purchase Agreement, on the last day of:
 - (i) the Term to peaceably and quietly surrender and deliver the Site and the EF Site Term to peaceably and quietly surrender and deliver the EF Site to the Lessor, in each case free of any Encumbrances whatsoever; and
 - (ii) the PLA Term to peaceably and quietly surrender and deliver the Project Laydown Area to the Lessor free of any Encumbrances whatsoever;
- (p) not to permit the Project Site to be used or occupied by others and not to pledge or transfer this Agreement to any person by operation of law or otherwise, without the prior written consent of the Lessor, except for a pledge or other security interest in all of the Lessee's rights and interest under this Agreement to the Financing Parties (or their nominees) or as permitted under the Direct Agreement in connection with the Lessee's financing arrangements for the Project;
- (q) to give the Lessor access to the Project Site for the purpose of monitoring the Project Site, *provided that* (i) such access shall not interfere with the construction, installation, testing and commissioning of the Plant or expose any person on the Project Site to any

danger; and (ii) the Lessor complies with the Project Site visitor regulations at all times;

- (r) to provide to the Lessor copies of the amendments to the Power Purchase Agreement in whatever form made related to the definitions incorporated into this Agreement by reference; and
- (s) to comply with the Laws of Uzbekistan in connection with this Agreement.

10.2 Notwithstanding anything in this Clause 10 (*Lessee's Covenants*) to the contrary, for the purpose of financing of the Project the Lessee shall have the absolute right, from time to time during the Term, the EF Site Term and PLA Term (as applicable) without the Lessor's prior approval, written or otherwise and without affecting the Lessee's rights under this Agreement, to:

- (a) create and assign any security interest over its rights and interests under or pursuant to this Agreement, the Project Site, the Plant and any portions thereof, fixtures, fittings, alterations, improvements, equipment, and other immovable and movable property;
- (b) where the Financing Parties enforce their security over the Lessee's shares, enter into any transaction pursuant to which there is a change of control of the Lessee as directed by the Financing Parties; and
- (c) to assign its rights and obligations under this Agreement to the Financing Parties in accordance with the provisions of Clause 14 (*Assignment and Transfer*).

11. Covenants by the Lessor

11.1 The Lessor hereby covenants:

- (a) subject to the Lessor's monitoring rights provided under this Agreement not to interfere in the Lessee's exclusive possession and use of the Project Site;
- (b) to indemnify the Lessee against all claims, demands, proceedings, costs, liabilities and expenses arising from any loss, damage or injury to person or property on the Project Site to the extent same is directly caused by the Lessor's Gross Negligence or Willful Misconduct;
- (c) to notify the Lessee in writing prior to any transfer of ownership rights in the Project Site to any third party; and
- (d) to comply with the Laws of Uzbekistan in connection with this Agreement.

11.2 The Lessor represents and warrants to the Lessee that (i) the Site and the EF Site are presently not subject to any zoning restrictions that would preclude the construction and operation of the Plant and (ii) the Project Laydown Area is presently not subject to any zoning restrictions that would preclude the temporary storage of plant, equipment and materials during construction of the Plant.

12. Representations and Warranties

12.1 Mutual Representations and Warranties

Each Party hereby represents and warrants that as at the Signature Date:

- (a) the execution, delivery and performance of this Agreement have been duly authorized by all requisite action and do not violate any law by which it is bound or contravene any provision of, or constitute a default under, any other agreement or instrument to which it is a party or by which its property may be bound, in each case, which could

- materially adversely affect its ability to perform its obligations under this Agreement;
- (b) its obligations as expressed in this Agreement constitute its legal, valid, binding and enforceable obligations;
- (c) all Approvals required to be obtained by it as of the Signature Date in order to perform its obligations under this Agreement have been obtained and remain in full force and effect, except where the absence of any such Approval could not materially adversely affect such Party's ability to perform its obligations under this Agreement or the Project; and
- (d) there are no outstanding judgments or arbitral awards against it and to the best of its knowledge and belief (after due enquiry), there are no pending or threatened actions, claims, suits or proceedings against it, in each case, which could materially adversely affect its ability to perform its obligations under this Agreement or the Project.

12.2 The Lessee's Representations and Warranties

The Lessee hereby represents and warrants to the Lessor that as at the Signature Date:

- (a) it is duly organised, validly existing and in good standing under the laws of the jurisdiction of its incorporation;
- (b) it has fully investigated the Project Site and has satisfied itself as to the Project Site's adequacy and fitness for the purposes of the Project and for the performance of its obligations under this Agreement and the Relevant Documents (save that the Lessee makes no representation or warranty as to archaeological or paleontological remains on, in or under the Project Site which would not have been revealed by a soil investigation of the Project Site carried out by the Lessee); and
- (c) the soil investigations of the Project Site carried out by the Lessee did not reveal any archaeological or paleontological remains or deposits of any natural resources on, in or under the Project Site, which would have been revealed by a soil investigation of similar scope conducted by an independent third party in accordance with Good Utility Practice.

12.3 The Lessor's Representations and Warranties

The Lessor represents and warrants to the Lessee that as at the Signature Date:

- (a) the legal purpose of the Project Site would not preclude the implementation of the Project; and
- (b) it has obtained Encumbrance waivers or releases of Encumbrances in relation to the Project Site that may have arisen prior to the execution of this Agreement.

12.4 Contractual Covenants

The Parties hereby acknowledge that all of their respective representations and warranties set out in this Agreement constitute their contractual covenants. A breach of any representation or warranty by the relevant Party shall constitute a breach of this Agreement in accordance with Clause 8.1 (*Breach*).

13. Confidentiality

- (a) During the term of this Agreement and for a period of three (3) years after termination or expiration of this Agreement for any reason whatsoever each Party shall:
 - (i) keep the Confidential Information confidential;

- (ii) not disclose the Confidential Information to any other person who is not a Party other than:
 - (A) with the prior written consent of the other Party to such disclosure; or
 - (B) in accordance with Clause 13(b) (*Confidentiality*); and
- (iii) not use the Confidential Information for any purpose other than the performance of its obligations under this Agreement.

(b) During the term of this Agreement and for a period of three (3) years after termination or expiration of this Agreement for any reason, a Party may disclose or use the Confidential Information:

- (i) in the case of the Lessor, to its officers and employees and any other Government Authority, and in the case of the Lessee, to its direct shareholders (each a "**Recipient**") to the extent necessary to achieve the purposes of this Agreement, provided that the disclosing Party shall procure that each Recipient is made aware of and complies with all the disclosing Party's obligations of confidentiality under this Agreement as if the Recipient was a party to this Agreement;
- (ii) if, and only to the extent, required to disclose such information by judicial or administrative process or otherwise in accordance with any law or the rules of any recognised stock exchange applicable to the disclosing Party;
- (iii) with the consent of the other Party (not to be unreasonably withheld), in the interests of attracting debt or equity financing for the Project;
- (iv) to its legal, financial and/or technical advisors or pursuant to the Financing Documents, provided that prior to making such disclosure, the disclosing Party obtains an appropriate confidentiality undertaking from the person to whom the Confidential Information is to be disclosed;
- (v) in a legal action or proceeding brought by the disclosing Party in pursuit of its rights or in exercise of its remedies;
- (vi) in accordance with the requirements of the Investment Agreement; or
- (vii) to its insurers.

(c) The obligations contained in Clauses 13(a) (*Confidentiality*) and 13(b) (*Confidentiality*) shall not apply to any Confidential Information which:

- (i) is at the Signature Date in, or at any time after the Signature Date comes into, the public domain other than through breach of this Agreement;
- (ii) can be shown by the disclosing Party to the reasonable satisfaction of the other Party to have been known to the disclosing Party independently without being in breach of its obligations under this Clause 13 (*Confidentiality*); or
- (iii) on, before or after the Signature Date has come lawfully into the possession of the disclosing Party from a third party who is free to divulge the same and which was or is not obtained under any obligation of confidentiality.

(d) For the purposes of this Clause 13 (*Confidentiality*), "**Confidential Information**" means this Agreement and any Relevant Document and all information concerning the Project and the other Party (or its Affiliates) disclosed to it by the other Party in connection with this Agreement and any Relevant Document, whether:

- (i) in writing, verbally or by any other means; or
- (ii) directly or indirectly before or after the Signature Date.

14. Assignment and Transfer

- (a) Save as provided in Clause 10.2(c) (*Lessee's Covenants*), no Party may directly or indirectly assign or transfer any of its rights, benefits and interests or its obligations under this Agreement, in each case, in whole or in part, to any person without the prior written consent of the other Party, such consent not to be unreasonably withheld or delayed. Any such purported action without prior written consent of the other Party shall be void and ineffective.
- (b) Notwithstanding Clause 14(a) above, the Lessor acknowledges and agrees that the Lessee may grant security over its rights and interest under this Agreement to the Financing Parties (or their nominees, including the Security Agent) in connection with the Lessee's financing arrangements for the Project. The Lessee must provide written notice to the Lessor of any such grant of security in favour of the Financing Parties.
- (c) Notwithstanding paragraph (a) above, the Lessee shall have the absolute right in accordance with the Laws of Uzbekistan, to assign its rights under this Agreement to any of the Financing Parties or to any third party security agent or trustee nominated by the Financing Parties and, upon the Lessee's request, the Lessor shall provide such reasonable assurances and other co-operation to the Financing Parties as may be requested by the Financing Parties, including providing acknowledgements and notices to the Financing Parties dealing with matters such as the respective rights and obligations of the Financing Parties and the Lessee under the Financing Documents, provided that:
 - (i) such assurances and co-operation and the terms of such acknowledgements and notices shall not (except as expressly provided in this Agreement) be interpreted as diminishing the Lessor's rights and entitlements under this Agreement; and
 - (ii) by providing such reasonable assurances and co-operation, the Lessor shall not assume (and shall not be deemed to be assuming) any obligations under the Financing Documents (other than under the Direct Agreement).
- (d) The Lessor agrees to enter into the Direct Agreement with the Financing Parties in substantially the same form as set out in Schedule 3 (*Form of Direct Agreement*) in respect of this Agreement as the Lessee, or the Financing Parties, may reasonably request in connection with the financing or refinancing of the Project, provided that, in so doing, the Lessor shall not assume (and shall not be deemed to be assuming) any obligations under the Financing Documents (other than under the Direct Agreement).

15. Governing Law

This Agreement, and any non-contractual obligations arising out of or in connection with it, shall be governed by, and construed in accordance with, the Laws of Uzbekistan.

16. Dispute Resolution

16.1 Amicable Resolution and Litigation

- (a) Any dispute, claim or difference of whatever nature arising under, out of or in

connection with this Agreement or any documents entered pursuant to it, including:

- (i) any dispute, claim or difference concerning the initial or continuing existence of this Agreement or any provision hereof or as to whether this Agreement or any provision hereof is invalid, illegal or unenforceable (whether initially or otherwise);
- (ii) any dispute relating to any non-contractual obligation arising out of or in connection with the matters provided for in this Agreement; and
- (iii) any dispute or claim which is ancillary or connected, in each case in any manner whatsoever, to the foregoing;

shall be considered a dispute for the purposes of this Agreement (a "**Dispute**").

- (b) In the event of a Dispute, any Party may provide a written notice of such Dispute to the other Party. The Parties shall have a period of thirty (30) days following the date of such notice within which to resolve such Dispute through amicable settlement negotiations and consultations between such Representatives and/or senior executives of the relevant Parties, in each such Party's opinion having sufficient seniority, experience, power, authority and knowledge in respect of this Agreement to resolve such Dispute.
- (c) If such Dispute is not resolved within the thirty (30) days period as specified in Clause 16.1(b) above, or such longer period as the Parties may agree in writing, regardless of whether any attempt has been made to resolve such Dispute:
 - (i) where such Dispute relates to the Lessor commencing any legal proceeding in relation to this Agreement to:
 - (A) seek to restrict the use by the Lessee of the land which is the subject of this Agreement in order to prevent the performance by the Lessee of any of its obligations under any Relevant Document; or
 - (B) terminate this Agreement in whole or in part,
 - as a result of and/or in connection with any failure by the Lessee to carry out its obligations and/or satisfy its liabilities under or in connection with this Agreement (such Dispute a "**Material Land Dispute**"), such Material Land Dispute shall be referred to the Independent Expert pursuant to Clause 16.2 (*Expert Determination*); and
 - (ii) where:
 - (A) such Dispute is not a Material Land Dispute; or
 - (B) a Material Land Dispute is not resolved by the Independent Expert pursuant to Clause 16.2 (*Expert Determination*) or any Party does not agree with the decision of the Independent Expert in respect of a Material Land Dispute,

such Dispute shall be referred to and finally resolved exclusively by the courts of the Republic of Uzbekistan. Each of the Parties unconditionally and irrevocably agrees for now and hereafter to the binding submission of any Dispute to the exclusive authority of the courts of the Republic of Uzbekistan.

16.2 Expert Determination

- (a) Pursuant to Clause 16.1(c)(i) (*Amicable Resolution and Litigation*), a Material Land

Dispute shall, at the request of either Party, be referred to an Independent Expert in accordance with this Clause 16.2 if the Parties are not able to agree under Clause 16.1(b) (*Amicable Resolution and Litigation*) on an amicable resolution to such Dispute.

(b) A Material Land Dispute shall be referred, at the request of either Party, to an independent person with appropriate qualifications and experience:

- (i) agreed upon between the Parties to a Material Land Dispute (and unless otherwise agreed by the Parties, the Parties agree that the Independent Engineer (as may be appointed under the Power Purchase Agreement) shall serve as the Independent Expert within the scope of its appointment in accordance with the Independent Engineer Agreement entered into with the Independent Engineer as provided for in clause 12 of the Power Purchase Agreement, unless the Independent Engineer declines or is otherwise not available to serve as the Independent Expert); or
- (ii) nominated by the International Centre for Expertise of the International Chamber of Commerce, in accordance with the provisions for appointment of experts under the Rules for Expertise of the International Chamber of Commerce, following a reference from either Party in the absence of an agreement as contemplated in paragraph (i) above, within fourteen (14) days of the initiation of the reference of a Material Land Dispute to the Independent Expert for determination in accordance with this Clause 16.2 (*Expert Determination*),

the "**Independent Expert**".

(c) The Parties shall request that the Independent Expert determine the Material Land Dispute as soon as practicable after receiving the reference.

(d) Except in respect of the determination of costs under this Clause 16.2 (*Expert Determination*), it is acknowledged and agreed that:

- (i) any determination by the Independent Expert shall not be final or binding on the Parties in any way; and
- (ii) nothing in this Clause 16.2 (*Expert Determination*) shall be regarded as:
 - (A) prejudicing or limiting a Party's right to refer a Material Land Dispute to the courts of the Republic of Uzbekistan in accordance with Clause 16.1(c)(ii) (*Amicable Resolution and Litigation*); or
 - (B) any limitations on the authority of the courts of the Republic of Uzbekistan to only matters on appeal or matters relating to manifest errors of fact or law, fraud, or failure by the Independent Expert to disclose any relevant interest.

(e) If the Independent Expert has been appointed, but is unable or unwilling to complete the reference to expert determination, another Independent Expert shall be appointed in accordance with the procedure set out in Clause 16.2(b) (*Expert Determination*).

(f) The Parties shall have the right to make representations and submissions to the Independent Expert. There shall be no formal hearing.

(g) The Independent Expert shall have power to request any Party to provide him with such statements (which shall be written unless otherwise specifically required) or documents or information within their control as they may determine necessary and the Parties

shall comply with any such request in accordance with the timeframes set out by the Independent Expert or in the absence of such timeframes, in a timely manner as required to enable the Independent Expert to determine the Material Land Dispute in accordance with Clause 16.2(c) (*Expert Determination*).

- (h) The Independent Expert shall give his or her decision in writing.
- (i) The Independent Expert shall determine how and by whom the costs of the determination, including the fees and expenses of the Independent Expert, are to be paid.

17. Waiver of Sovereign Immunity

- (a) To the extent that any Party or any of its properties may in any state or jurisdiction claim or benefit from any immunity (whether characterised as state immunity, sovereign immunity, act of state or otherwise) from jurisdiction, suit, action, service, execution, attachment, set off, provisional measures or orders, or other legal process (whether in aid of execution, before award or judgment or otherwise), or to the extent that there may be attributed to any Party or any of its properties any such immunity (whether or not claimed), such Party hereby agrees not to claim, invoke or permit to be invoked on its or its properties' behalf or for its or its properties' benefit, and hereby waives, any such immunity, *provided that:*
 - (i) the Parties agree that neither of the Parties shall have the right to seek pre-judgment or pre-award attachment; and
 - (ii) in the case of the Lessor, such waiver of immunity shall not apply to:
 - (A) any assets, properties or other things of particular cultural or historical significance to the people of the Republic of Uzbekistan (or any region or group of people within the Republic of Uzbekistan) or part of the Republic of Uzbekistan's archives and not placed or intended to be placed on sale;
 - (B) property of the Central Bank of the Republic of Uzbekistan or other monetary authority of the Republic of Uzbekistan;
 - (C) premises of the diplomatic missions, consular premises, other diplomatic or consular property or assets, or other property or assets of the Republic of Uzbekistan used for such purposes;
 - (D) military or other defence-related property or assets, or property or assets of the Republic of Uzbekistan in relation to such military or other defence-related property or assets,

in each case, whether now owned or in the future acquired.

18. Continuing Obligations

Unless otherwise agreed in writing, the existence of a Dispute shall not relieve either Party from the performance of its obligations under this Agreement not the subject of the Dispute.

19. Notices

- (a) Any notice or other communication from one Party to the other Party which is required or permitted to be made under the provisions of this Agreement shall be:

- (i) made in the English language;
- (ii) made in writing;
- (iii) delivered personally (by hand delivery or by courier) to the address of the other Party which is shown below or to such other address as the other Party shall by notice require; and
- (iv) marked for the attention of the person(s) designated below or to such other person(s) as the other Party shall by notice require.

(b) Any notice or other communication made by one Party to the other Party in accordance with paragraph (a) above shall be deemed to be received by the other Party on the day on which it is left at such Party's address.

In the case of the Lessor:

[THE MINISTRY OF ENERGY OF THE REPUBLIC OF UZBEKISTAN

Address: 12 Istikbol Str., Tashkent, 100047,
Republic of Uzbekistan

Attention: Minister of Energy

Facsimile: +998 71 231 1661 (7025)]

In the case of the Lessee:

FE "ACWA POWER UKS GREEN H2" LLC

Address: Temur Street 88A, Yunusobod District, Tashkent City, the Republic of Uzbekistan

Attention: [●]

Telephone: [●]

Facsimile: [●]

(c) Any Party may from time to time change its address, facsimile number or other information for the purpose of notices to such Party, by giving prior notice specifying such change to the other Party.

(d) A Party delivering any notice or other communication in accordance with this Agreement shall use reasonable endeavours to provide to the receiving Party, upon such receiving Party's reasonable request, an accurate translation thereof in Russian or Uzbek within five (5) Business Days after sending such notice or other communication in English; *provided, however, that* a Party shall not be required to provide a translation of any technical drawings or similar technical or engineering documents. In the event of any inconsistency between the English original and the Russian or Uzbek translation of any notice or other communication, the English version shall prevail over the Russian or Uzbek version. For the avoidance of doubt, failure to deliver a translation of a notice or other communication in accordance with this Clause 19(d) (*Notices*) shall not affect the effectiveness of such notice or other communication as established pursuant to this Clause 19 (*Notices*).

(e) Each Party shall provide all notices issued under or in connection with Clause 14 (*Assignment and Transfer*) to the Security Agent to the address communicated by the Security Agent to the Parties. Provisions of Clause 19 (*Notices*) shall apply *mutatis mutandis* to the notices issued to/ by the Security Agent.

20. Miscellaneous

20.1 Entire Agreement

This Agreement constitutes the entire agreement and understanding between the Parties with respect to the subject matter herein and the transactions contemplated herein, and any and all previous understandings, proposals, negotiations, agreements, commitments and representations, whether oral or written, are superseded hereby.

20.2 Obligation to Mitigate

- (a) The Parties shall make all reasonable endeavours to mitigate any loss, cost or expense they may suffer as a result of any breach of the other Party's material obligations under this Agreement.
- (b) Nothing in paragraph (a) above shall operate to limit or exclude any liability for fraud, Wilful Misconduct or Gross Negligence.

20.3 Non-Reliance

Each Party acknowledges and confirms that it has not entered into this Agreement on the basis of any representation, warranty, undertaking or other statement whatsoever, whether made negligently or innocently, by any person (whether a Party or not), other than expressly set out in this Agreement.

20.4 Survival

The expiry or termination of this Agreement shall be without prejudice to any accrued rights, remedies, obligations, or liabilities of the Parties existing at expiry or termination thereof. Clauses 1 (*Definitions and Interpretation*), 10.1(e) (*The Lessee's Covenants*), 10.1(n) (*The Lessee's Covenants*), 13 (*Confidentiality*), 15 (*Governing Law*), 16 (*Dispute Resolution*), 17 (*Waiver of Sovereign Immunity*), 19 (*Notices*) and 20.5 (*Rights of Third Parties*) shall continue in full force and effect notwithstanding the expiry or termination of this Agreement.

20.5 Rights of Third Parties

The terms and provisions of this Agreement are intended solely for the benefit of each Party and their respective successors or permitted assigns, and it is not the intention of the Parties hereto to confer third-party beneficiary rights upon any other person.

20.6 Waiver

Any term or condition of this Agreement may be waived at any time by the Party that is entitled to the benefit thereof, but no such waiver shall be effective unless set out in a written instrument duly executed by all Parties. The failure or delay of any Party to require performance by the other Party of any provision of this Agreement shall not affect its right to require performance of such provision unless and until such performance has been waived by such Party in writing in accordance with the terms hereof. No waiver by any Party of any term or condition of this Agreement, in any one or more instances, shall be deemed to be or construed as a waiver of the same or any other term or condition of this Agreement on any future occasion. All remedies, either under this Agreement or by the Laws of Uzbekistan or otherwise afforded, shall be cumulative and not alternative.

20.7 Variation

No modification or amendment of any provision of this Agreement shall be valid unless it is in writing and signed by all Parties.

20.8 Further Assurance

- (a) The Parties shall at all times do all such further acts and execute and deliver such further documents as shall be reasonably required in order to perform and carry out the provisions of this Agreement (including execution of any documents required under Clause 14 (*Assignment and Transfer*))).
- (b) A Party shall, and shall use its reasonable endeavours to procure that any necessary third party shall, from time to time, execute such documents and do such acts and things as any other Party may reasonably require for the purpose of giving the full benefit of this Agreement to the other Party.
- (c) At the end of the Term, the EF Term and the PLA Term, as applicable, the Parties shall take all such actions and execute such documents as may be required by the Laws of Uzbekistan in connection with termination of the lease relationship between the Parties.

20.9 No Partnership or Agency

This Agreement shall not be interpreted or construed to create an association, joint venture, or partnership between the Parties or to impose any partnership obligation or liability upon any Party. None of the Parties shall have any right, power, or authority to enter into any agreement or undertaking for, to act on behalf of, to act as or be an agent or representative of, or to otherwise bind, the other Party.

20.10 Expenses

Each Party shall pay its own costs and expenses (including the fees and expenses of its Representatives) necessary for the negotiation, preparation, execution, delivery, performance of and compliance with this Agreement.

20.11 Invalidity

The Parties hereby agree to use good faith efforts to negotiate an equitable adjustment to any provision of this Agreement determined to be invalid or unenforceable with a view toward effecting the purposes of this Agreement, and the validity or enforceability of the remaining provisions of this Agreement shall not be affected thereby.

20.12 Language

This Agreement is being executed in the English language.

20.13 Binding Effect

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors, legal representatives and permitted assigns.

20.14 Counterparts

The Parties may execute this Agreement in counterparts, which shall, in the aggregate, when signed by all Parties constitute one and the same instrument; and, thereafter, each counterpart shall be deemed to be an original instrument as against any Party who has signed it.

This Land Lease Agreement has been executed on the date first stated above.

Executed by **FE "ACWA POWER UKS GREEN H2" LLC** (as the **LESSEE**) acting by:

Name:

Title:

Place of signing (city, country):

Executed by **[THE MINISTRY OF ENERGY OF THE REPUBLIC OF UZBEKISTAN]** (as the **LESSOR**) acting by:

Name:

Title:

Place of signing (city, country):

Schedule 1

Project Site Description

(a) Sketch and boundaries of the Site:

[•]

Sketch and boundaries of the EF Site:

[•]

Sketch and boundaries of the Project Construction Laydown Area:

[•]

(b) **Coordinates of the Site:**

[•]

Coordinates of the EF Site:

[•]

Coordinates of the Project Construction Laydown Area:

[•]

Schedule 2

Rent

The Site

Period	Rent payable (UZS per year)	Due Date for Payment
From the Signature Date until the end of the Term	The land tax rate applicable to the Lessor or the Lessee as set out under the Laws of Uzbekistan, whichever is the greater.	<p>On the earlier of:</p> <p>(a) the fifth (5th) day of the month in respect of which the Rent is payable; and</p> <p>(b) the date as set out under the Laws of Uzbekistan for the payment of the land tax rate applicable to the Lessor or the Lessee (as applicable).</p>

The EF Site

Period	Rent payable (UZS per year)	Due Date for Payment
From the Signature Date until the end of the EF Site Term	The land tax rate applicable to the Lessor or the Lessee as set out under the Laws of Uzbekistan, whichever is the greater.	<p>On the earlier of:</p> <p>(a) the fifth (5th) day of the month in respect of which the Rent is payable; and</p> <p>(b) the date as set out under the Laws of Uzbekistan for the payment of the land tax rate applicable to the Lessor or the Lessee (as applicable).</p>

Project Laydown Area

Period	Rent payable (UZS per year)	Due Date for Payment
From the Signature Date until the end of the PLA Term	The land tax rate applicable to the Lessor or the Lessee as set out under the Laws of Uzbekistan, whichever is the greater.	<p>On the earlier of:</p> <p>(a) the fifth (5th) day of the month in respect of which the Rent is payable; and</p> <p>(b) the date as set out under the Laws of Uzbekistan for the payment of the land tax rate applicable to the Lessor or the Lessee (as applicable).</p>

Schedule 3

Form of Direct Agreement

[•]

Schedule 4

Delivery-And-Acceptance Act

This Delivery-And-Acceptance Act is made on _____ 2023 between:

- (1) **THE MINISTRY OF ENERGY OF THE REPUBLIC OF UZBEKISTAN** (hereinafter called the "Lessor" and its successors and assignees in title); and
- (2) **FE "ACWA Power UKS Green H2" LLC**, a limited liability company duly organised and existing under the laws of the Republic of Uzbekistan with its registered office at Amir Temur Street 88A, Yunusobod District, Tashkent City, the Republic of Uzbekistan, and with registration number 2050941 (hereinafter called the "Lessee" and its successors and assignees in title).

together, the "Parties".

1. The present act is to certify that in accordance with the Land Lease Agreement the Lessor has transferred and the Lessee has accepted the Project Site, having the following characteristics at the moment of its delivery/acceptance:

in relation to the Site:

Land area (in hectares): [●]

Encumbrances: [●]

Condition: [●]

Existing objects on the site (if applicable): [●]

in relation to the EF Site:

Land area (in hectares): [●]

Encumbrances: [●]

Condition: [●]

Existing objects on the site (if applicable): [●]

in relation to the Project Laydown Area:

Land area (in hectares): [●]

Encumbrances: [●]

Condition: [●]

Existing objects on the site (if applicable): [●]

2. The present act is drawn up in duplicate, having an identical juridical validity, one copy for each of the Parties.

3. In this Delivery-And-Acceptance Act, unless otherwise defined herein, capitalised terms shall have the meaning given thereto in the Land Lease Agreement.

[signature page is following]

Signatures of the Parties:

Executed by the [MINISTRY OF ENERGY OF THE REPUBLIC OF UZBEKISTAN]
(as the **LESSOR**) acting by:

by: _____

Name:

Title:

Place of execution:

Executed by **FE "ACWA POWER UKS GREEN H2" LLC** (as the **LESSEE**) acting by:

by: _____

Name:

Title:

Place of execution: