

Bash 52 MVt shamol elektr stantsiyasi  
O‘zbekiston  
Respublikasi

Ko‘chirish bo‘yicha harakatlar rejasi - Bash 500  
MVt ShS KHRga qo‘shimcha



Dekabr 2023

## HUJJAT MA'LUMOTLARI

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## HUJJAT NAZORATI

VERSİYA	VERSİYA SANASI	TAVSIF	MUALLIF	TAQRİZCHI	TASDIQLOVCHI
1.0	20.10.2023	KHR - qo'shimcha	EMO	MKB	KRV
1.1	12.08.2023	LEA sharhlari asosida KHRning yangilangan nashri			



1	Moliyaviy kapital	Joylashuv, yuk tashish usuli yoki funksiyasidan qat'iy nazar, barcha tashkilotlar o'z mahsulotlarini yoki xizmatlarini uzoq muddatli ta'minlash jarayoni 5ta kapitalning barqarorligiga bog'liq.
2	Ijtimoiy kapital	Barqaror rivojlanish "5 Capitals" erishgan barcha narsalarning asosini tashkil qiladi.
3	Tabiiy Kapital	Qayerda ishlashimizdan qat'iy nazar, biz mijozlarimizga asosiy kapitallarni saqlash va ko'paytirish uchun kerakli imkoniyatlarni taqdim etishga intilamiz.
4	Ishlab chiqarish kapitali	
5	Inson kapitali	

## JAVOBGARLIK DAN VOZ KECHISH BAYONOTI

5 Capitals ushbu hujjatni har qanday boshqa shaxs tomonidan yoki boshqa maqsadlar uchun ishlashish oqibatlari uchun javobgar bo'lmaydi. Ushbu hujjat maxfiy ma'lumotlarni o'z ichiga oladi va intellektual mulk hisoblanadi. U buyurtma bergan tomonning roziligidiz boshqa tomonlarga berilmasligi kerak.

Ushbu hujjat topshiriq bergen tomon uchun va faqat yuqoridaq loyiha bilan bog'liq aniq maqsadlar uchun beriladi. Bunga boshqa tomonlar tayanimasligi yoki boshqa maqsadlarda foydalanimasligi kerak.

# MUNDARIJA

1	KIRISH	6
1.1	Loyiha	6
1.2	Loyiha tarixi	7
1.3	Ushbu KHR qo'shimchasining ko'lami	7
1.4	Ushbu KHR qo'shimchasining maqsadlari	8
1.5	KHR qo'shimchasi bilan bog'liq boshqa rejalar	8
2	LOYIHANING QISQACHA TAVSIFI	9
2.1	Loyihaning Joylashuvi	9
2.2	Loyihaning qisqacha tavsifi	10
2.2.1	Qo'shimcha Obyektlar	12
2.3	Loyihani Qurilish Talablari	12
2.3.1	Ishchi kuchi	13
2.4	Loyiha uchun ekspluatatsiya talablari	13
2.4.1	Ishchi kuchi	14
2.5	Loyiha Kompaniyasi E&I Xodimlari	14
2.6	Loyihalarning Bosqichlari	16
3	HUQUQIY ASOS VA TALABLARNI BAJARISH MAJBURIYATLARI	18
4	KELIB CHIQISHI VA MAZMUNI	19
4.1	Yerga egalik qilish	19
4.1.1	Yer ijarasи	20
4.2	Maydon chegaralarida yerdan foydalanish	21
4.2.1	Bash 500MVT ShS	21
4.2.2	Bash 52MVT ShS	22
4.3	Sanitariya muhofaza zonasи	24
5	MANFAATDOR TOMONLAR BILAN MASLAHATLASHUVLAR	25
5.1	EITB bosqichi bo'yicha maslahatlar	25
5.2	Ariza va shikoyatlarni ko'rib chiqish tizimi	29
5.2.1	Kelib tushgan shikoyatlar	29
5.1	Amalga oshirish bosqichida manfaatdor tomonlar bilan maslahatlashuvlar	30

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6	TA'SIR DOIRASI	32
6.1	Yerga bo'lgan talablar	32
6.2	Bash 52 MVT shamol stansiyasining yaylovlarga ta'siri	32
6.3	Bash 52 MVT qurilish muddatining ta'siri	33
6.4	Yerdan foydalanishga umumiy ta'sir(Bash 500 MVT ShS va Bash 52 MVT ShS )	33
7	IMTIYOZLAR HUQUQI VA IMTIYOZLARNI OLİSH HUQUQI	35
7.1	Oxirgi muddat	35
7.2	Huquqlar Matritsasi	36
7.2.1	Shamol elektr stansiyasi	36
8	INSTITUTIONAL JAVOBGARLIK	37
9	AMALGA OSHIRISH JADVALI	37
10	MONITORING	38
10.1	Tuzatish bo'yicha harakatlar rejasi	38
10.2	Yerlarni Tiklash Audit	39
	<b>ILova A-YERNI IJARAGA BERISH SHARTNOMASI LOYIHASI</b>	<b>40</b>

## QISQARTMALAR RO'YXATI

QISQARTMA	MA'NOSI
YeTTB	Yevropa Tiklanish va Taraqqiyot Banki
EITB	Ekologik va Ijtimoiy ta'sirni baholash
XMK	Xalqaro moliya Korporatsiyasi
EUL	Elektr uzatish liniyasi
KHR	Ko'chirish bo'yicha harakatlar rejasi
MJR	Manfaatdor Tomonlarni Jalb Qilish Rejasi
ShS	Shamol elektr stansiyasi

# 1 KIRISH

## 1.1 Loyiha

O‘zbekiston Energetika vazirligi va ACWA Power kompaniyasi 2023-yil yanvar oyida Toshkentda<sup>1</sup> yashil vodorod ishlab chiqarish obyektini yaratish shartlari to‘g‘risidagi bitimni imzoladi. Yashil vodorod ishlab chiqaruvchi zavod yiliga 3 ming tonna yashil vodorod ishlab chiqarishi va mamlakatning tabiiy gazga qaramligini kamaytirishi kutilmoqda. ACWA Power kompaniyasi vodorod majmuasini yaratishdan tashqari, Bash da (Buxoro viloyati) quvvati 52 MVt (maksimal quvvati – 80 MVt) bo‘lgan shamol elektr stansiyasini ham yaratadi. Shamol elektr stansiyasi Toshkentdagi vodorod zavodi va tarmoqni elektr energiyasi bilan ta‘minlashga mo‘ljallangan.

Bash 52 MVt ShS (keyingi o‘rinlarda “Loyiha” deb yuritiladi) ACWA Power va “O‘zkimyosanoat” AJ (UKS) qo‘shma konsorsiumi tomonidan ishlab chiqiladi va foydalaniladi. ACWA Power va “O‘zkimyosanoat” ishtirok ulushi vodorod zavodi va Bash 52MVt ShS uchun mos ravishda 80% va 20% bo‘ladi. Shundan so‘ng ACWA Power va “O‘zkimyosanoat” 2050941 ro‘yxatga olish raqamiga ega “ACWA Power UKS Green H2” loyiha kompaniyasini (vodorod zavodi va shamol stansiyasi uchun) tashkil etishdi. Loyiha doirasi shamol elektr stansiyasini rivojlantirish, qurish, foydalanish va texnik xizmat ko‘rsatishni, jumladan, yordamchi elektr stansiyasi binosini, 33 kV kuchlanishli transformatorni va ichki kirish yo‘llarini moliyalashtirishni o‘z ichiga oladi.

ACWA Power kompaniyasi ish yuritish talablariga riosa qilishni talab qiluvchi loyihani moliyalashtirish uchun Yevropa tiklanish va taraqqiyot bankiga (YeTTB) murojaat qilmoqda. Bundan tashqari, ACWA Power o‘zining barcha loyihalarida XMKnning E&I talablarini minimal darajada amalga oshiradi va shuning uchun Bash ShS XMKnning ish yuritish standartlariga mos kelishi kerak.

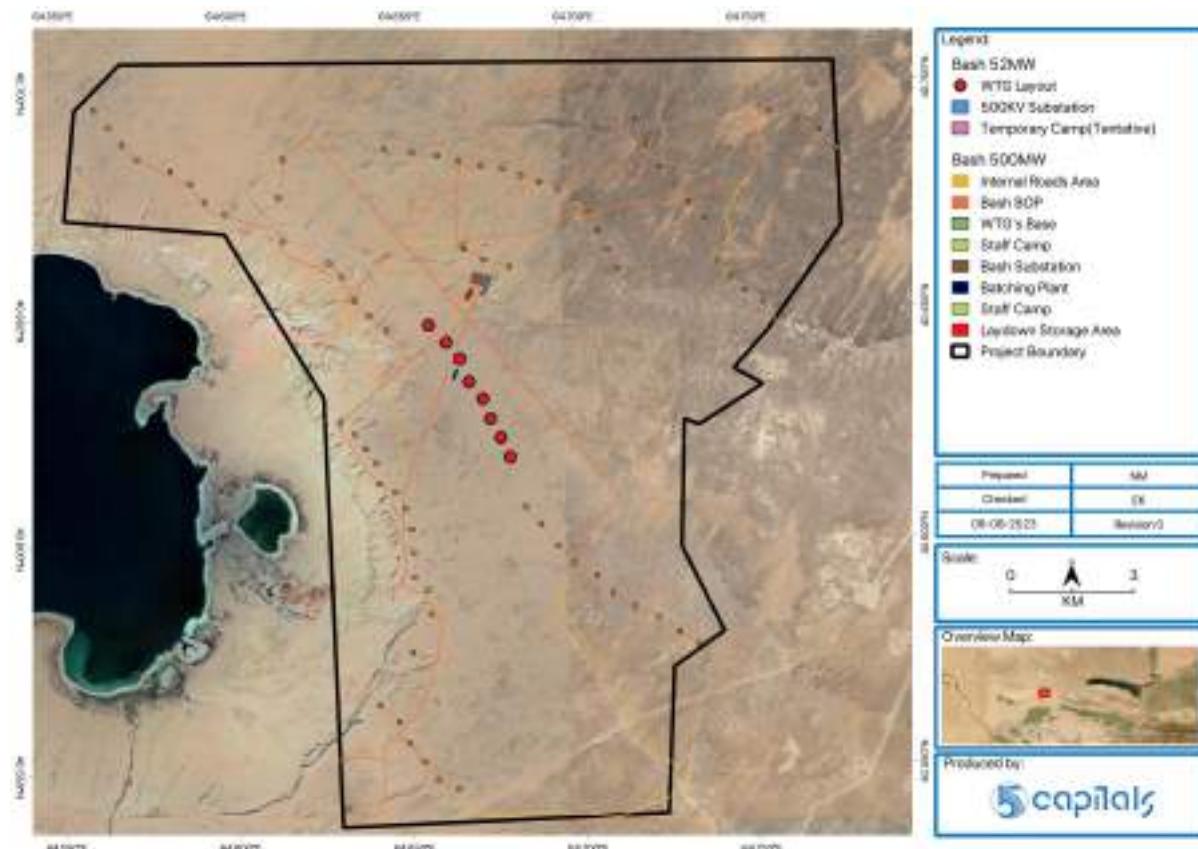
<sup>1</sup> Yashil vodorod zavodi mavjud sanoat majmuasida quriladi va shuning uchun iqtisodiy yoki jismoniy ko‘chishga olib kelmaydi.

## 1.2 Loyiha tarixi

Bash 52 MVT ACWA Power Bash 500 MVT (quyidagi rasmga qarang) loyihasi bilan bir xil loyiha chegarasida joylashgan bo‘ladi. Hozirda Bash 500 MVT ShS qurilmoqda va loyiha kompaniyasidan (“ACWA Power Bash Wind” MCHJ XK) olgan ma'lumotlarimizga ko‘ra, avvalroq bu yerda chorvachilik bilan shug'ullangan va binolarga ega bo‘lgan barcha cho‘ponlar Ko‘chirish bo‘yicha harakatlar rejasi (KHR) talablariga muvofiq mos keladigan boshqa muqobil yerlarga ko‘chirilgan (Batafsil ma'lumot Bash 500 MVT ShS KHR da keltirilgan). Shu sababli, barcha foydalanuvchilar boshqa joyga ko‘chirilganligi sababli, ikkita loyiha hududi ichidagi hududlar hozirda yaylov uchun ishlatilmaydi.

Bundan kelib chiqqan holda, Bash 52 MVT ShS ni qurish va foydalanish bosqichlarida ta’sir faqat yaylov yerlariga bo‘ladi va aholining qo’shimcha jismoniy ko‘chishi kutilmaydi.

### Rasm 1-1 Bash 500 MVT va Bash 52 MVT ShS larning joylashuvi (xuddi shu chegarada)



## 1.3 Ushbu KHR qo‘shimchasining ko‘lami

Ushbu qo‘shimcha Bash 52MVT ShS ning yaylov yerlariga ta’sirini baholash uchun tayyorlangan. Ta’kidlanishicha, Bash 52 MVT ShS qurilishi aholining jismoniy ko‘chirilishiga olib kelmaydi, chunki

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ilgari bu joydan yaylov uchun foydalangan va Loyiha hududida inshootlar qurgan cho'ponlar Bash 500 MVT ShS uchun KHR ga muvofiq ko'chirilgan.

## 1.4 Ushbu KHR qo 'shimchasining maqsadlari

- Taklif etilayotgan shamol elektr stansiyasi yaylov yerlariga qanday ta'sir qilishini belgilovchi asosni taqdim etish;
- Bash 500 MVT va Bash 52 MVT shamol elektr stansiyalarini qurish natijasida yaylov yerlariga jami ta'sirni aniqlash; va
- KHR qo'shimchasining bajarilishini monitoring qilish jarayonlarini o'rnatish va zarurat tug'ilganda tuzatish choralarini ko'rish.

## 1.5 KHR qo 'shimchasi bilan bog'liq boshqa rejalar

Quyidagi rejalar ushbu qo'shimcha bilan bog'liq:

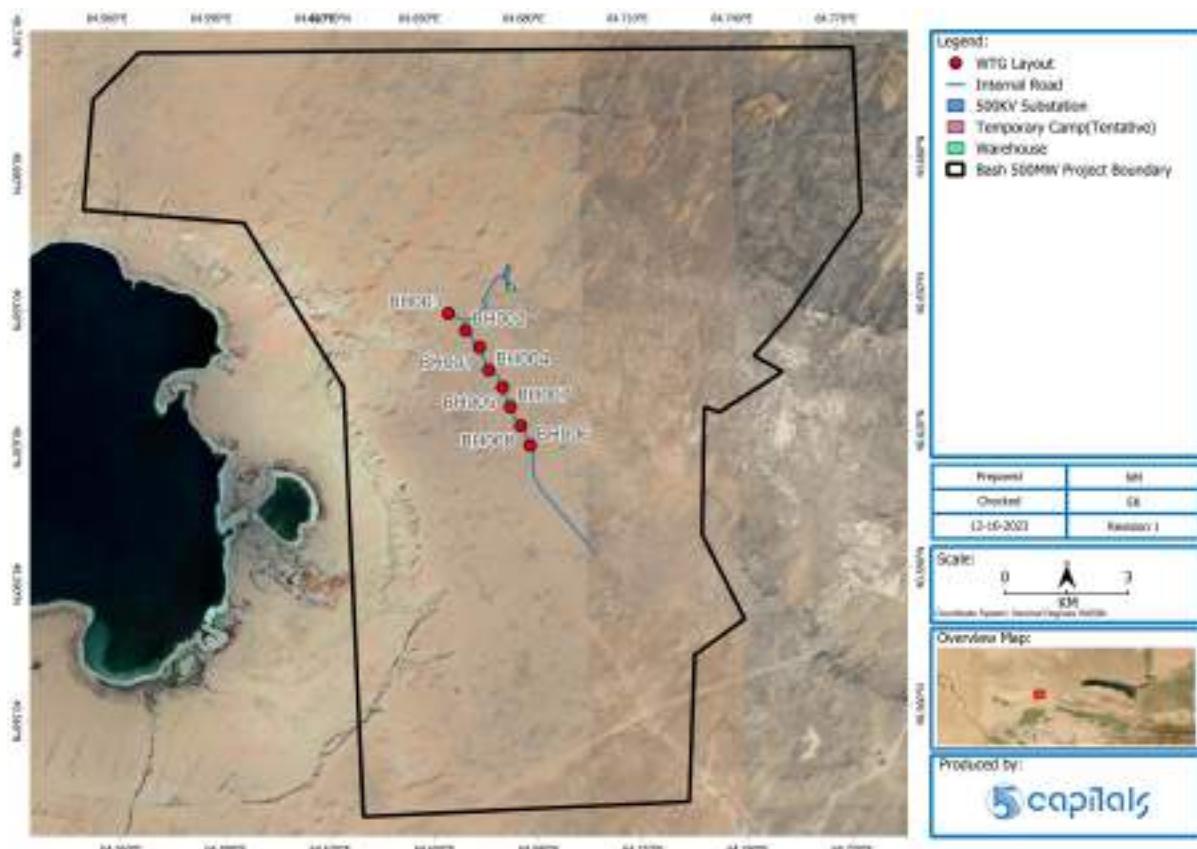
- **Bash 500 MVT ShS Ko'chirish bo'yicha harakatlar rejasি:** KHR Bash 500 MVT ShS va 162 km elektr uzatish liniyasi aholining jismoniy va iqtisodiy ko'chirish muammolarini uning rivojlanishi natijasida yashash vositalarini ko'chirish va tiklash orqali qanday hal qilishini, shuningdek, loyihadan ta'sirlangan shaxslarning (LTSH) turmush darajasi uning amalga oshirilishidan keyin yomonlashmasligini ta'minlaydigan asosdir.
- **Bash 500 MVT & Bash 52 MVT ShS Manfaatdor Tomonlarni Jalb Qilish Rejasи :** MJR loyihaning manfaatdor tomonlarini aniqlaydi va xalqaro kreditorlarning tavsiyalariga va O'zbekistonning amaldagi qonunchiligiga alohida e'tibor qaratgan holda loyihaning butun hayotiy tsikli davomida loyiha ta'siridagi shaxslar (LTSH) bilan hamkorlik qilish uchun taklif etilayotgan metodologiyani tafsiflaydi.
- **Chorvachilikni boshqarish rejasи (Bash 500 MVT & Bash 52 MVT ShS):** CBR ning asosiy maqsadi shamol elektr stansiyalarining ishlashi vaqtida turbina hududida chorva mollari miqdorini kamaytirish orqali jo'rchi va burgutlarning to'qnashuvi xavfini kamaytirishdir.
  - Shuningdek, u foydalanish bosqichida shamol turbinasi hududlarida chorvachilikni davom etadigan yer egalari / foydalanuvchilarning iqtisodiy ehtiyojlari o'rtasida oqilona muvozanatga erishishga qaratilgan.

## 2 LOYIHANING QISQACHA TAVSIFI

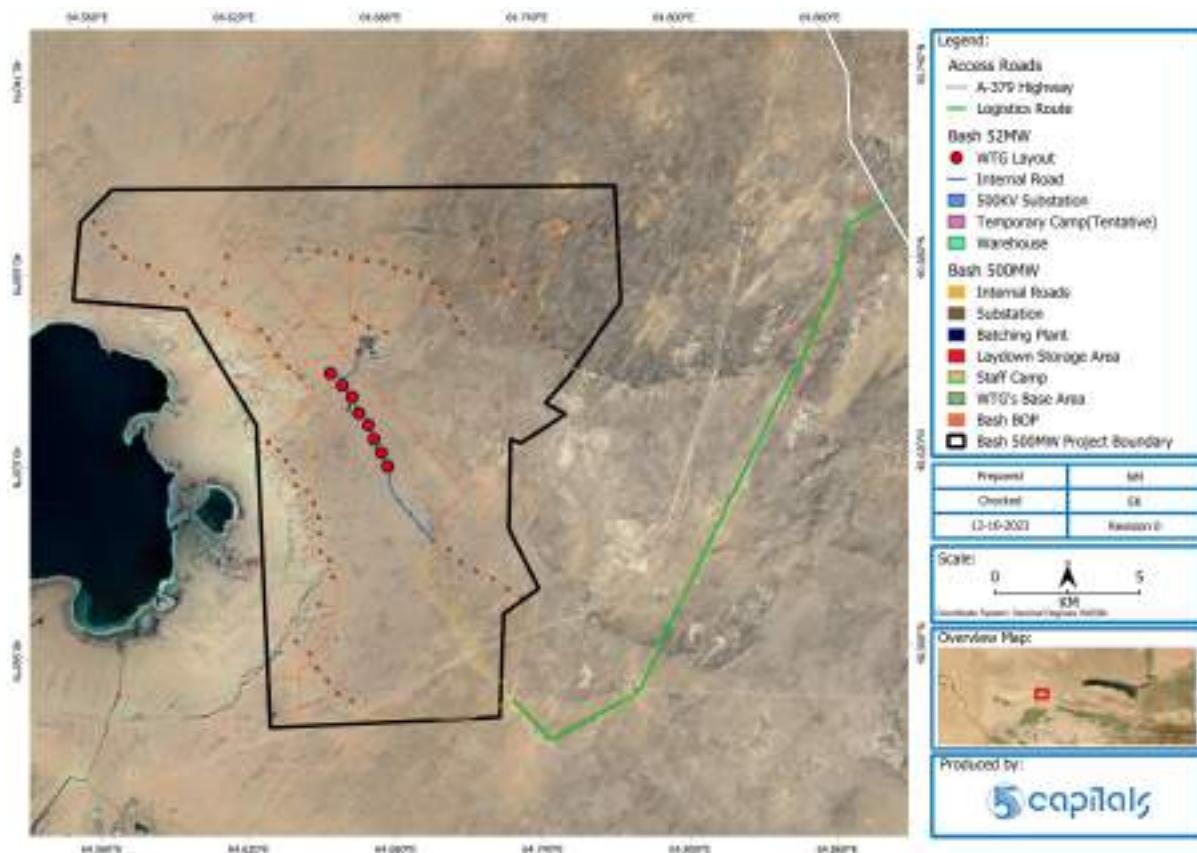
### 2.1 Loyihaning Joylashuvi

Bash 52 MVT ShS Bash 500 MVT ShS bilan bir chegarada joylashgan. Ushbu ikkita quyosh elektr stansiyalari loyihasi Buxoro viloyatining G'ijduvon tumanidagi Oyoqog'itma suv omborining (botig'i) shimoli-sharqiy qismida joylashgan. Loyihaning taklif etilgan hududi quyidagi rasmda ko'rsatilgan.

**Rasm2-1: Loyihaning taklif etilgan Sxemasi**



## Rasm 2-2 Loyihanining Joylashuvi - Bash 52 MVt va Bash 500 MVt Shs



## 2.2 Loyihanining qisqacha tavsifi

Bash shamol elektr stansiyasi 8 ta shamol generatoridan iborat bo'lib, ularda EN 1711/6.5 standartidagi muvofiq shamol turbinalaridan foydalilaniladi. Ushbu turbinaning gorizontal o'qi, uchta parragi, shamol yo'nilishadagi rotori, o'zgaruvchan tezlik va o'zgaruvchan qadamni tartibga soluvchi, tashqi rotorli to 'g'ridan-to 'g'ri qo 'zg'aluvchan doimiy magnit sinxon generatori mavjud.

### PODSTANSIYA

Bash 52 MVt ShS yordamchi elektr stantsiyasi binosini va Bash 500 MVt o'zaro bog'lovchi stantsiyasiga va ochiq podstansiyasi (AIS)ga ulanish uchun zarur bo'lgan 33 kV transformatorini o'z ichiga oladi.

### ICHKI KIRISH YO 'LLARI

Turbinalar orasidagi ichki kirish yo'llari EPC pudratchisi tomonidan loyiha maydoniga qulay kirishni ta'minlash uchun ishlab chiqiladi. Ichki kirish yo'llari kengligi 8,5 m bo'lib, umumiy maydoni 6,965 gektarni tashkil qiladi.



## 2.2.1 Qo 'shimcha Obyektlar

Yuqorida aytib o'tilganidek, Bash 52 MVT ShS Bash 500 MVT ShS bilan bir xil chegaralarda quriladi. Bundan tashqari, taklif etilayotgan loyiha Bash 500 MVT ShS podstansiyasiga, so'ngira 162 km uzunlikdagi Bash-Qorako'l elektr uzatish liniyasi (EUL) orqali tarmoqqa ulanadi. Ushbu bog'liq obyektlar ham ACWA Power tomonidan ishlab chiqilmoqda, u kreditor tomonidan tasdiqlangan EITB, jumladan, Ko'chirish bo'yicha harakatlar rejasiga egadir. Tasdiqlangan EITB va KHR bilan quyidagi jadvalda keltirilgan havolalar orqali kirish mumkin.

### **Jadval 2-1 Bash 500 MVTning oshkor qilingan EITB hujjatlari uchun veb-saytga havolalar**

TASHKILOT	WEB SAYT
YeTTB	<a href="https://www.ebrd.com/work-with-us/projects/esia/uzbekistan-bash-wpp.html">https://www.ebrd.com/work-with-us/projects/esia/uzbekistan-bash-wpp.html</a>
OTB	<a href="https://www.adb.org/projects/documents/usb-56085-001-esia">https://www.adb.org/projects/documents/usb-56085-001-esia</a>
ACWA Power	<a href="https://acwapower.com/en/projects/bash-wind-ipp/">https://acwapower.com/en/projects/bash-wind-ipp/</a>

## 2.3 Loyihani Qurilish Talablari

Loyiha hududida qurilish materiallarini saqlash uchun vaqtinchalik maydonchalar tashkil etiladi. Ushbu maydonlar qurilish bosqichida EPC pudratchisi, shuningdek, subpudratchilar tomonidan talab qilinadi. Saqlash maydoniga quyidagilar kiradi:

- Ofis konteynerlari;
- Uskunalarni saqlash joylari;
- Avtoturargohlar;
- Hammom va chiqindilarni yig'ish inshootlari;
- Elektr energiyasini ishlab chiqarish uchun uskunalar;
- Aloqa uskunlari; va
- Zarur bo'lganda boshqa kichik materiallar.

### BETON ZAVOD

Bash 52 MVT ShS Bash 500 MVT ShS qismi sifatida qurilgan beton zavoddan foydalanadi. Ushbu beton zavodi podstansiyaning janubi-g'arbiy qismida, quyidagi rasmda ko'rsatilganidek, temir yo'l liniyasiidan taxminan 270 m shimoli-Sharqda joylashgan.

### ISHCHILAR TURAR JOYI

Bash 52MVT ShS uchun ishchilarning joylashuvi Loyiha hududida bo'ladi. Bunday turar joyda EPC Pudratchisi xodimlari joylashishi ko'zda tutilgan.

Quyidagi rasmda aholi punkti va ishchilarning yashash joylari ko'rsatilgan.

### Rasm -32 Beton zavodining joylashuvi (Bash 500 MVt ostida), Bash 52 MVt joylashish maydoni va EPC pudratchi xodimlari uchun turar-joy



#### 2.3.1 Ishchi kuchi

Ushbu qurilish bosqichida loyiha 85 kishini ish bilan ta'minlashi kutilmoqda. EPC pudratchisi ma'lumotlariga ko'ra, qurilishning eng qizg'in vaqtida ishchi kuchining 50 foizigacha mahalliy aholidan jalg qilinadi. EPC hozirda 2 malakaga ega va 8 malaka ega emas xodimlarni yollashni kutmoqda. Biroq, EPA hali ham tashkiliy tuzilmani yakunlamoqda va ayol xodimlar ishga olinishi ehtimol ko'proq.

**Eslatma:** Bash 52 MVt va Bash 500 MVt ShS har biri o'z maxsus E&I jamoasiga ega bo'лади.

## 2.4 Loyiha uchun ekspluatatsiya talablari

EQSB muddati loyihaning tijorat ekspluatatsiyasi sanasidan boshlab (Bash 500 MVt o'xshab) 25 yilni tashkil etadi va foydalanish hamda texnik xizmat ko'rsatish ACWA Power kompaniyasining to'liq egalik qiluvchi sho'ba korxonasi "First National Operations and Maintenance Company (NOMAC)" tomonidan amalga oshiriladi.

Shamol elektr stansiyasining ekspluatatsiyasi quiydagi cheklangan ishlarni talab qiladi:

- Ekspluatatsiya va texnik xizmat ko'rsatish uskunaning normal kundalik ishlashini o'z ichiga oladi, shu jumladan energiya samaradorligi va tizimning ishlash muddatini optimallashtirish uchun texnik xizmat ko'rsatish (elektromexanik va uy xo'jaligi);
- Haddan tashqari kuchli shamol tezligida turbinani masofadan o'chirish; va
- Qushlar va ko'pshapalaklarning yashovchi turlari va bahor va kuzda migratsiya davrlariga nisbatan ekspluatatsiya chiqarish jarayonlarini boshqarish.

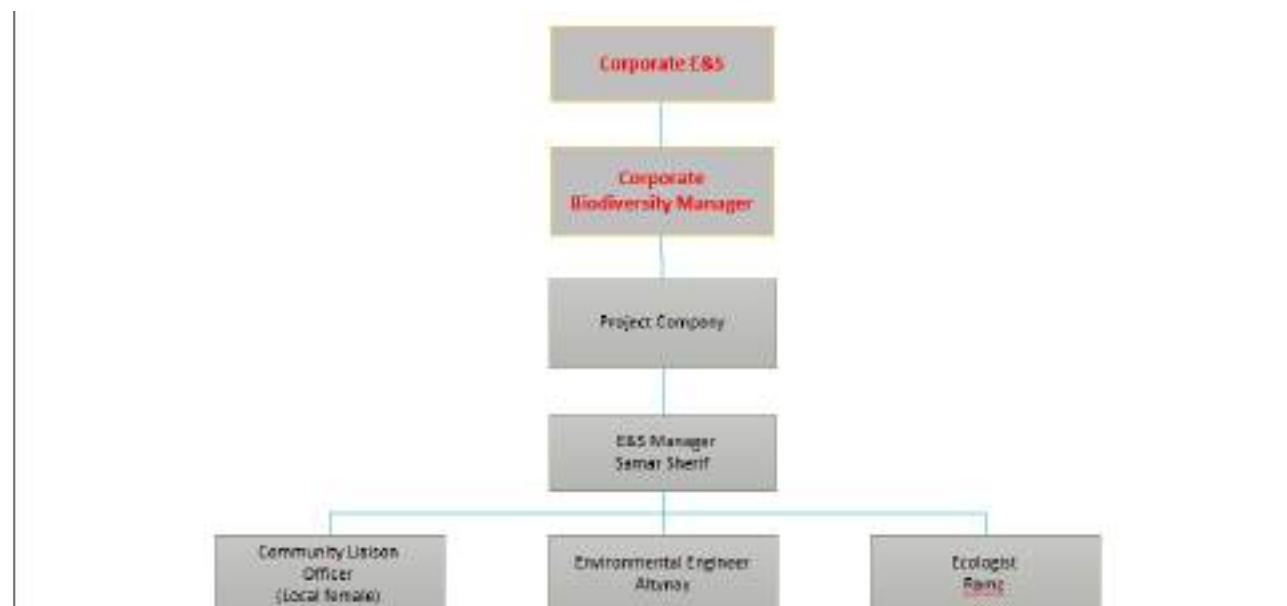
#### 2.4.1 Ishchi kuchi

Bash 52 Mvt ShS ekspluatatsiyasi NOMAC tarkibidagi Bash 500 Mvt ShS bilan bir xil jamoa tomonidan amalga oshiriladi. Bu bosqichda har ikkala shamol elektr stansiyalarida ekspluatatsiya va ta'mirlash ishlarini olib borish uchun 35-40 nafarga yaqin mutahasis jalb etilishi kutilmoqda.

## 2.5 Loyiha Kompaniyasi E&I Xodimlari

Bash 52 Mvt ShS va Bash 500 Mvt ShS loyiha kompaniyalari quyidagi tashkiliy jadvalda ko'rsatilganidek, bir xil ekologik va ijtimoiy mutaxassislarni ishga oladi. Bash 500 Mvt ShS doirasida belgilangan ushbu xodimlarning roli va mas'uliyati Bash 52 Mvt ShS talablariga javob berish uchun kengaytirilishi tushuniladi.

#### Rasm 2-4 Dastlabki Tashkiliy tuzilma



Manba: Bash 500 Mvt ShS Loyiha kompaniyasi



## 2.6 Loyihalarning Bosqichlari

Bash 500 MVt va Bash 52 MVt ShS Loyihalarning amalga oshirishning taxminiy bosqichlari quyidagi jadvalda keltirilgan.

### Jadval 2-2 Loyihalarning Asosiy bosqichlari/Sanalar

BOSQICHLAR	SANA
Jarayonni boshlash uchun cheklangan xabarnoma (LNTP)	Sentyabr 2023
Boshlash uchun xabarnoma	Dekabr 2023
Tijorat faoliyatining Sanasi	Iyun 2025

ASOSIY BOSQICHLAR	SANA
<b>Bash 500 MVt ShSva EUHL</b>	
Loysiha bo'yicha shartnomalarni imzolash (ESSh, investitsiya shartnomasi)	2021 yil 24 yanvar
Prezident qarorlari	2021 yil 23 fevral, 2022 yil 8 iyuldaggi o'zgartirishlar bilan
Yer ahratish to'g'risidagi qarorlar	2021 yil 19 va 23 mart.
Cheklangan miqyosda ish boshlanishi to'g'risida bildirishnomalar (ChMIBB)	2022 yil iyul.
To'liq miqyosda ish boshlanishi to'g'risida bildirishnomalar (TMIBB)	2022 yil dekabr.
Qurilish maydonininh hududini tayyorlash	2022 yil sentyabr.
Shamol elektr qurilmasini o'rnatish	2022 yil mart.
Nimstansiya qurilishining boshlanishi	2023 yil aprel.
Havo elektr uzatish liniyasi loyihasini tasdiqlash	2023 yil iyun.
Elektr uzatish liniyasini qurish	2023 yil sentyabr.
Shamol elektr qurilmasining ishonchiligi sinovlarining boshlanishi	2024 yil iyun.
Sinxronizatsiya va to'liq ishlab chiqarish uchun tarmoq mavjudligi (eng erta ularish sanasi)	2024 yil avgust.
Shamol elektr stantsiyasini ishga tushirish sinovlarini yakunlash	2024 yil sentyabr.
Shamol elektr stantsiyasi va tarmoq nimstansiyasida ularish va sinxronizatsiya tugallandi (aloqa o'rnatildi va evakuatsiyaga tayyor)	2024 yil sentyabr.

ASOSIY BOSQICHLAR	SANA
Erta tijorat ekspluatatsiyasi sanasi (har bir uchastka uchun > 10 shamol elektr qurilmasi	2025 yil yanvar.
Loyihaning tijorat ekspluatasiyasi sanasi	2025 yil aprel.
Loyihani qabul qilish	2025 yil aprel.
<b>Bash 52 MWt ShS</b>	
Jarayonni boshlash uchun cheklangan xabarnoma (LNTP)	2023 yil noyabr.
Boshlash uchun xabarnoma	2024 yil mart.
Tijorat faoliyatining Sanasi	2024 yil mart.

### 3 HUQUQIY ASOS VA TALABLARNI BAJARISH MAJBURIYATLARI

ACWA Power loyihani moliyalashtirishni quyidagi yirik kreditorlardan izlashi kutilmoqda:

#### **BASH 500MVT ShS**

- Yevropa Tiklanish va Taraqqiyot Banki (YeTTB) va Ekologik va ijtimoiy siyosat (2019) va ish yuritish talablari.
- Osiyo taraqqiyot banki (OTB).
- XMK IT va Jahon bankingning EHS tamoyillariga muvofiqligini talab qiluvchi ETMI.

#### **BASH 52MVT ShS**

- Yevropa Tiklanish va Taraqqiyot Banki (YeTTB) va Ekologik va ijtimoiy siyosat (2019) va ish yuritish talablari.

Bundan tashqari, ACWA Power o'zining barcha loyihalarida XMKnинг E&I talablarini minimal darajada amalga oshiradi va shuning uchun ikkita Bash ShS larining XMKnинг ish yuritish standartlariga va XMK EHS ko'rsatmalariga mos kelishi kerak. Natijada, Loyiha YETTB E&I siyosati va talablariga, OTB kafolati talablari va EPtalablariga, XMK ish yuritish standartlari va Jahon bankingning atrof-muhitni muhofaza qilish va sog'liqni saqlash (EHS) bo'yicha amaldagi ko'rsatmalariga muvofiq manfaatdor tomonlar bilan o'zaro munosabatlarning tegishli jarayonlarini doimiy ravishda ta'minlash bo'yicha muayyan majburiyatlar yuklatiladi.

Yuqoridagilardan kelib chiqqan holda, Bash 52 MVT ShS uchun me'yoriy-huquqiy baza Bash 500 MVT ShS bilan bir xil bo'lib qolmoqda. Shu munosabat bilan Bash 500 MVT ShS KHRning 3-bobiga murojaat qilish kerak, unda davlat va kreditorlarning tegishli talablari mavjud.

## 4 KELIB CHIQISHI VA MAZMUNI

### 4.1 Yerga egalik qilish

O'zbekiston Energetika vazirligi va "ACWA Power UKS Green H2" XK MChJ (loyiha kompaniyasi) o'rtaida tuzilgan ijara shartnomasi loyihasiga muvofiq, loyihani amalga oshirish uchun maydon va saqlash joylari ijara beriladi (ijara Loyiha maydonidan kelib chiqib amalga oshiriladi). YISH loyihasiga ko'ra, Loyiha kompaniyasi bir qator asosiy harakatlarni amalga oshirishi kerak:

- Shartnomaning belgilangan shartlariga muvofiq ijara haqini to'lash;
- Loyiha maydoni va unda joylashgan obyektlarning tozaligini va ta'mirlanishini doimiy ravishda saqlash;
- Loyiha maydonida joylashgan obyektni belgilangan talablarga muvofiq qurish, tugatish, ishlatish va saqlash.
- Loyiha maydonidan YISHda nazarda tutilganidan boshqa maqsadlarda foydalanmaslik yoki foydalanishga ruxsat bermaslik.
- Loyiha va YISHga taaluqli O'zbekiston qonunlariga rioxha qilish.
- Loyihani amalga oshirish uchun zarur bo'lgan barcha ruxsatnomalarni olish va saqlash.

ACWA Power tomonidan taqdim etilgan ma'lumotlarga ko'ra, loyiha rejasiga muvofiq Bash ShS uchun 21,673 hektar maydon ajratilgan. Loyihaning turli qismlari uchun yer uchastkalarini taqsimlash quyidagi jadvalda keltirilgan.

**Jadval 4-1 Bash 52 Mvt ShS ajratilgan yerlar**

LOYIHA OBYEKTI	SHTG MAYDON / KM UCHUN	SHTGLAR SONI/UMUMIY KM	UMUMIY MAYDON (GA)
<b>SHTGlar (Shu jumladan poydevor, tayanchlar va SHTG transformatori)</b>	SHTG uchun 0,76 ga	8 SHTG	6.08 ga
<b>Yo'llar</b>	km uchun 1,2 ga	5.804 km	6.965 ga
<b>Yer osti kabelini yotqizish uchun transheya</b>	-	-	Yo'l uchastkalari uchun ajratilgan yerlarga kiritilgan
<b>Shamol elektr stantsiyasi podstansiyasi</b>	-	-	2,618 ga (shu jumladan taqsimlash qurilmasi)
<b>Saqlash maydoni (vaqtinchalik saqlash maydoni, hovli, ofis, omborxona, lager, beton zavodi)</b>	-	-	4.0 ga

LOYIHA OBYEKTI	SHTG MAYDON / KM UCHUN	SHTGLAR SONI/UMUMIY KM	UMUMIY MAYDON (GA)
<b>Meteorogik minora</b>	-	-	2.01 ga
<b>Umumiy</b>	-	-	<b>21,673</b>

YISH loyihasi A ilovasida keltirilgan.

**Eslatma:** ACWA Power ma'lumotlariga ko'ra, Bash 52MVT ShS loyihasi yaylov uchun yerlarini yo'qotish uchun kompensatsiya to'lashdan ozod qilingan. Ushbu imtiyozning tafsilotlari Prezidentining Loyiha to'g'risidagi Qarorida <sup>2</sup>belgilanadi.

#### 4.1.1 Yer ijariasi

Loyiha chegaralaridagi yerlardan (Bash 500 MVT ShS va Bash 52 MVT ShS hududidan tashqarida) ipakchilik va jun sanoatini rivojlantirish qo'mitasi qoshidagi klaster bo'lgan "Ko'kcha" MChJ tomonidan foydalaniladi (Qo'mita va "Ko'kcha" MChJ o'rtaidagi munosabatlar haqida bat afsil ma'lumot olish uchun Bash 500 MVT KHR loyihasining 4-bobiga qarang). Bash 500 MVT ShS EITB va KHR bosqichlarida o'tkazilgan maslahatlashuvlar shuni ko'rsatdiki, ularga loyiha chegarasidagi yerkarni o'z ichiga oлган 267,398.1 ga yaylov yerkarni ajratilgan.

O'zbekiston Respublikasi Prezidentining 2022-yil 8-iyuldagagi 314-sonli qaroriga muvofiq, Bash 500 MVT ShS uchun 149,93 hektar, Bash 52 MVT ShS uchun quyidagi jadvalda ko'rsatilganidek 21,673 hektar yer maydoni ajratilgan.

#### Jadval4-2 Bash 52 MVT va Bash 500 MVT uchun ajratilgan yerkarni

LOYIHA OBYEKTI	BASH 52MVT	BASH 500MVT	MULKCHILIK TURI
<b>SHTGLar (Shu jumladan poydevor, tayanchlar va SHTG transformatori)</b>	6.08 ga 8 SHTGLar uchun	39,58 ga 79 SHTGLar uchun	
<b>Yo'llar</b>	6.965 ga	63.53 ga	
<b>Yer osti kabelini yotqizish uchun transheya</b>	Yo'l uchastkalari uchun ajratilgan yerkarni kiritilgan	28.03 ga	Loyihaning butun muddati davomi uchun yer ijariasi

<sup>2</sup> ACWA Power ma'lumotlariga ko'ra, Bash 52 MVT ShS uchun 21.673 hektar yer ajratish to'g'risida Prezidentning yangi qarori chiqariladi.

LOYIHA OBYEKTI	BASH 52MVT	BASH 500MVT	MULKCHILIK TURI
<b>Shamol elektr stantsiyasi podstansiyasi</b>	2.618 ga	9.7618 ga	
<b>Saqlash maydoni (vaqtinchalik saqlash maydoni, hovli, ofis, omborxona, lager, beton zavodi)</b>	4.0 ga	9.0287	Qurilish bosqichida
<b>Meteorogik minora</b>	2.01 ga	-	Loyihaning butun muddati davomi uchun yer ijariasi
<b>Umumiy</b>	<b>21,673</b>	<b>149,9305</b>	<b>yo'q</b>

Bash 52 MVT va Bash 500 MVT uchun ajratilgan yerlarning umumiyligi maydoni 171,6035 hektarni tashkil qiladi. Bunga quyidagilar kiradi:

- 17.673 hektar va 4 hektar Bash-52MVT uchun loyihaning amal qilish muddati va qurilish muddati uchun mos ravishda ajratilgan.
- Bash 500 MVT uchun loyihaning butun muddati va qurilish bosqichida mos ravishda 140,9018 hektar va 9,0287 hektar yerlar ajratilgan.

## 4.2 Maydon chegaralarida yerdan foydalanish

### 4.2.1 Bash 500MVT ShS

Hozirda Bash 500 MVT ShS qurilishi davom etmoqda. EITB bosqichida loyiha aholining jismoniy va iqtisodiy ko'chishiga olib kelishi mumkinligi aniqlandi va shuning uchun loyiha uchun KHR tayyorlandi. KHR ma'lumotlariga ko'ra, loyiha chegaralaridagi yerlarda 10 cho'pon borligini aniqladi. O'nta cho'pondan uchta cho'pon o'sha joyda inshoot qurgan, qolgan cho'ponlar bu joydan faqat chorva mollarini boqish uchun foydalanganlar.

Shuning uchun KHR Bash 500 MVT ShSning ushbu cho'ponlarga ta'sirini baholadi va tegishli huquqlarni, jumladan, loyiha chegarasidan tashqarida tegishli muqobil yaylov yerlarni aniqlashni ta'minladi.

Bash 500 MVT ShS KHRning choraklik monitoring hisobotida keltirilgan ma'lumotlarga ko'ra, barcha cho'ponlar kompensatsiya va boshqa to'lovlar olishgan, shu jumladan muqobil yaylov yerlariga ko'chib o'tishgan (To'lovlar va talablar to'g'risida batafsil ma'lumot BASH 500MVT KHRga keltirilgan).

#### 4.2.2 Bash 52Mvt ShS

2023-yil 21-sentabr kuni "Ko'kcha" MChJ bilan taklif etilayotgan ish maydoni doirasida yerdan foydalanish va ijara ga beriladigan mulkning mohiyatini aniqlashtirish maqsadida maslahatlashuvlar o'tkazildi. Maslahatlashuv davomida quyidagilar belgilandi:

- Loyiha uchun ajratilgan yaylov yerlari "Ko'kcha" MChJ tomonidan ijara ga olingan.
- Bash 500 Mvt ShS qurilishi tugallangach, "Ko'kcha" MChJ loyiha chegaralarida joylashgan yerlarni cho'ponlarga ijara ga berish niyatida.
- "Ko'kcha" MChJda Bash 52 Mvt ShS qurilishi bo'yicha alohida xavotirlar yo'q.

Yuqoridagilardan tashqari, Juru Limited (mahalliy maslahatchi) yerdan foydalanish holatini tasdiqlash uchun 2023 yil 7 oktyabrda maydonga tashrif buyurdi. Maydonga tashrif buyurish chog'ida maydonda cho'ponlar (yoki boshqa yerdan foydalanuvchilar) yo'qligi aniqlandi. Bundan tashqari, loyiha hududida hech qanday tuzilma topilmadi. Bu Bash 500 MVt ShS KHR doirasida oldingi yerdan foydalanuvchilarning boshqa joyga ko'chirilishi va davom etayotgan qurilish ishlari bilan bog'liq.

#### **Rasm 4-1 Bash 52 MVt ShS maydonining umumiyligi holati**



1 SHTG uchun tavsiya etilgan joylashuvi  
hududidagi yerning holati



Taklif etilayotgan yordamchi bino hududidagi  
yerning holati (Bash 500 MVt podstansiyasi  
yonida)



Meteorologik minoraning o'rnatishning tavsiya  
etilgan joyi



500 MVt ShS qurilish maydoni yonida saqlash  
joyining tavsiya etilgan joylashuvi.



SHTG va kirish yo'llari joylashgan umumiyl maydon

### 4.3 Sanitariya muhofaza zonası

Bash 52 MVT ShS uchun Sanitariya-epidemiologiya boshqarmasi tomonidan Bash 500 MVT ShS uchun belgilangan sanitariya muhofazasi zonası uchun bir xil talablar bajariladi. Shu munosabat bilan shamol elektr stansiyasini ishga tushirishdan avval 1000 metrlik sanitariya muhofazasi zonası tashkil etishi va uni Sog'liqni saqlash vazirligi huzuridagi Sanitariya-epidemiologiya osoyishtaligi agentligida ro'yxatdan o'tkazishi kerak bo'ladi. Qayd etilishicha, 1000 metrlik sanitariya muhofazasi zonasida (kelajakda) doimiy inshootlar qurishga ruxsat berilmaydi.

## 5 MANFAATDOR TOMONLAR BILAN MASLAHATLASHUVLAR

### 5.1 EITB bosqichi bo ‘yicha maslahatlar

Loyiha hududini avval yaylov uchun foydalangan quyidagi manfaatdor tomonlar taklif etilayotgan Bash 52 MVT ShS haqida xabardor qilish uchun maslahat oldilar:

- Kokcha MCHJ;
- Ilgari maydonda binolari bo‘lgan cho‘ponlar (Bash 500MVT ShS KHR qismi sifatida ko‘chirilgan);
- Oyoqog‘itma qishlog‘idagi cho‘ponlar (ular avvalroq bu yerdan yaylov uchun foydalanganlar va hozirda Bash 500 MVT KHR doirasida tegishli muqobil yaylov yerkarta ko‘chirilgan);
- Maydon hududida chorvasini boqayotgan ishchilar endilikda ish beruvchilar (cho‘ponlar) ko‘rsatmasi bilan muqobil yerkarta ko‘chirildi.

Ushbu manfaatdor tomonlar bilan maslahatlashuvlar, shuningdek, taklif etilayotgan Loyihani ishlab chiqishda ularning xavotirlari bor-yo‘qligini aniqlashga qaratilgan edi. Quyida ushbu maslahatlashuvlar natijalarining qisqacha mazmuni keltirilgan.

#### 5.1.1.1 G‘ijduvon hokimligi bilan maslahat uchrashuvi

UCHRASHUV SANASI	21 sentyabr 2023
VAQTI	12:00 – 13:00
MANZIL	G‘ijduvon Tuman hokimligi ma‘muriy binosi
ТИЛ	O‘zbek
ISHTIROKCHILAR SONI	9 kishi (loyiha ishlab chiquvchilari vakillari bilan birga)
G‘IJDUVON TUMANIDAN VAKIL	G‘ijduvon tumani hokimi, Ipkachilik sanoatini rivojlantirish qo‘mitasi Qorako‘l tumani bo‘limi boshlig‘i, Ko‘kcha MChJ vakili, cho‘ponlar (ilgari loyiha doirasida chorvachilik bilan shug‘ullangan, keyinchalik ko‘chirilgan), G‘ijduvon hokimligi investitsiyalar va tashqi savdo bo‘limi mutaxassis, Savdo-sanoat palatasi G‘ijduvon tumani bo‘limi mutaxassis
LOYIHA VAKILLARI	Aziz Rahmonov – ACWA Power jamoatchilik bilan aloqalar bo‘yicha xodimi Ramzjon Sohibnazarov-ACWA Power Zilola Kazakova-Juru Iroda Malikova-Juru Oleg Xegay-Juru

FOYDALANILGAN MATERIALLAR	Loyiha varaqasi, PPT taqdimoti												
<b>ASOSIY NATIJA</b>													
<ul style="list-style-type: none"> <li>“Ko‘kcha” MChJ vakili loyiha vakillariga Bash 500 Mvt ShS qurilishi tugallangach, MChJ chorvadorlarini loyiha maydoniga ko‘chirishni rejalashtirayotganini ma'lum qildi. Biroq, Bash 52 Mvt ShS qurilishi Bash 500 Mvt bilan bir vaqtida yakunlanmasligini hisobga olib, direktor loyiha cho‘ponlarga qo‘shimcha tovon puli to‘lashi to‘g‘risida ma'lumot so‘radi. Loyihaning jamoatchilik bilan aloqalar bo‘yicha xodimi MChJ vakiliga uning so‘roviga javob shikoyatlarni ko‘rib chiqish mexanizmi orqali berilishini ma'lum qildi (bu shikoyat ro‘yxatga olingan va javob olish uchun Bash 500 Mvt loyiha kompaniyasiga yuborilgan.) Biroq, “Ko‘kcha” MChJ tomonidan berilgan javobni ko‘rsatuvchi yangilangan shikoyatlar jurnali ushbu hisobotni yozish vaqtida 5 Capitals uchun mavjud emas edi.</li> <li>Ilgari loyiha hududidan foydalangan chorvadorlardan biri chorvadorlar Bash 52 Mvt ShS loyihasidan kompensatsiya oladimi yoki yo‘qligini so‘radi va unga ilgari loyiha chegaralarida chorvadorlik bilan shug‘ullangan cho‘ponlar boshqaci joyga ko‘chirilgani va Bash 500 Mvt ShS Ko‘chirish bo‘yicha harakatlar rejasiga muvofiq kompensatsiya olgani haqida ma'lumot berildi.</li> <li>Investitsiyalar va tashqi savdo bo‘limi mutaxassisasi Bash 52 Mvt ShS qurilishiga qancha ishchi jalb etilishini so‘rab, qurilish jarayonida 85 ga yaqin ish o‘rni yaratilishi haqida javob oldi. Qurilish bosqichida ishchi kuchining 80% O‘zbekiston va loyiha amalga oshirilayotgan hudud aholisidan bo‘ladi.</li> <li>Savdo-sanoat palatasi mutaxassisasi Bash 52Mvt loyihasining kreditori kimligini so‘radi va unga ushbu loyihaning kreditorlaridan biri YeTTB ekanligi ma'lum qilindi.</li> </ul> <p>Ushbu yig‘ilish ishtirokchilarining loyihadan kutishlari asosan cho‘ponlarga kompensatsiya to‘lash bilan bog‘liq bo‘ldi. Ishtirokchilar loyiha vakillariga qo‘shimcha kutilmalar bildirishmadi.</p>													
<b>RASMLAR</b>													
 													
<p><b>5.1.1.2 Bash 500 Mvt ShS KHR doirasida maydondan ko‘chirilgan cho‘ponlar bilan maslahat uchrashuvi</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px;"><b>UCHRASHUV SANASI</b></td><td style="width: 50%; padding: 5px;">21 sentyabr 2023</td></tr> <tr> <td style="padding: 5px;"><b>VAQTI</b></td><td style="padding: 5px;">12:00 – 12:45</td></tr> <tr> <td style="padding: 5px;"><b>MANZIL</b></td><td style="padding: 5px;">Gijduvan Shahri, Gijduvan hokimligi Binosi Yaqinida</td></tr> <tr> <td style="padding: 5px;"><b>til</b></td><td style="padding: 5px;">O‘zbek</td></tr> <tr> <td style="padding: 5px;"><b>ISHTIROKCHILAR SONI</b></td><td style="padding: 5px;">3</td></tr> <tr> <td style="padding: 5px;"><b>CHORVACHILIK ISHCHILARI VAKILI</b></td><td style="padding: 5px;">Cho‘ponlar H1, H2 va H3 Eslatma: Cho‘pon 3 yig‘ilishda qatnasha olmadi, lekin uning akasi ishtirok etib, unga vakili bo‘ldi.</td></tr> </table>		<b>UCHRASHUV SANASI</b>	21 sentyabr 2023	<b>VAQTI</b>	12:00 – 12:45	<b>MANZIL</b>	Gijduvan Shahri, Gijduvan hokimligi Binosi Yaqinida	<b>til</b>	O‘zbek	<b>ISHTIROKCHILAR SONI</b>	3	<b>CHORVACHILIK ISHCHILARI VAKILI</b>	Cho‘ponlar H1, H2 va H3 Eslatma: Cho‘pon 3 yig‘ilishda qatnasha olmadi, lekin uning akasi ishtirok etib, unga vakili bo‘ldi.
<b>UCHRASHUV SANASI</b>	21 sentyabr 2023												
<b>VAQTI</b>	12:00 – 12:45												
<b>MANZIL</b>	Gijduvan Shahri, Gijduvan hokimligi Binosi Yaqinida												
<b>til</b>	O‘zbek												
<b>ISHTIROKCHILAR SONI</b>	3												
<b>CHORVACHILIK ISHCHILARI VAKILI</b>	Cho‘ponlar H1, H2 va H3 Eslatma: Cho‘pon 3 yig‘ilishda qatnasha olmadi, lekin uning akasi ishtirok etib, unga vakili bo‘ldi.												

LOYIHA VAKILLARI	Aziz Rahmonov – ACWA Power jamoatchilik bilan aloqalar bo'yicha xodimi Ramzjon Soxibnazarov-ACWA Power Iroda Malikova-Juru
FOYDALANILGAN MATERIALLAR	Varaqalar
<b>ASOSIY NATIJA</b>	
<ul style="list-style-type: none"> <li>Cho'pon 3 Bash 500 MVT loyihasi uchun kompensatsiya olinganligini ta'kidladi va Bash 52 MVT loyihasi uchun chorvadorlarga qo'shimcha kompensatsiya berilishini berilishini bilmoxchi bo'ldi. U jamoatchilik bilan aloqalar bo'yicha xodimi tomonidan ma'lum qilinishicha, binolari loyiha hududida joylashgan cho'ponlar allaqachon kompensatsiya olgan va boshqa joyga ko'chirilganligi sababli, ular Bash 52 MVT loyihasidan qo'shimcha kompensatsiya ololmaydilar. Buning asosiy sababi shundaki, ular hozirda loyiha hududida joylashgan emas va yangi loyiha cho'ponlarning qo'shimcha jismoniy va/yoki iqtisodiy ko'chishiga olib kelmaydi.</li> <li>Qolgan ishtirokchilarda loyiha bo'yicha hech qanday savol, izoh yoki xavotir yo'q ekanligini bildirishdi.</li> </ul>	
<b>RASMLAR</b>	
 	

#### 5.1.1.3 Oyoqog'itma mahalliy cho'ponlar bilan maslahat uchrashuvi bo'lib o'tdi, ular ilgari Bash maydonidan foydalanganlar (hozirda Bash 500 MVT KHR ostida ko'chirilgan)

UCHRASHUV SANASI	21 sentyabr 2023
VAQTI	18:30 – 18:45
MANZIL	Cho'ponlarning uyida
til	O'zbek
ISHTIROKCHILAR SONI	1 (ilgari "Bash" maydonidan foydalangan, ammo boshqa muqobil yaylov yerlariga ko'chirilgan aka-ukalari vakili)
LOYIHA VAKILLARI	Aziz Rahmonov – ACWA Power Ramzjon Soxibnazarov-ACWA Power Iroda Malikova-Juru
FOYDALANILGAN MATERIALLAR	Varaqalar

**ASOSIY NATIJA**

- Ushbu yig'ilishda ishtirok etgan cho'ponlar shamol stansiyalari qurib bo'lingandan keyin (500 MWT va 52 MWT ham) o'z yerlariga ko'chira oladimi yoki yo'qmi, qurilish ishlari tugagandan so'ng loyiha maydonidan foydalanish mumkinmi, degan savol bilan qiziqishdi. Ushbu savolga loyiha vakili unga qurilish ishlari tugagandan so'ng, loyiha maydonidan yaylov uchun foydalanish mumkinligini ma'lum qildi.
- Cho'pon, shuningdek, qurilish bosqichida o'g'lini loyihaga jalb qilish mumkinmi yoki yo'qligini so'radi, unga qurilish bosqichida mahalliy ishchilarni jalb qilish malakasi, ko'nikmasi va ish talablaridan kelib chiqqan holda amalga oshirilishini aytildi. Loyihani ishlab chiquvchi va EPC pudratchisi mahalliy aholini ishga joylashish imkoniyatlari va ariza berish jarayoni to'g'risida xabardor qiladi, shuningdek, mahalliy ma'muriyat va Ko'klam, Oyoqog'itma va Chulobod qishloqlaridagi mahallalar yetakchilari bilan mahalliy kadrlarni jalb qilish bo'yicha maslahatlashadi.

**RASMLAR**

**5.1.1.4 "Yangi" ko 'chirish joylarida cho 'ponlar bilan maslahat uchrashuvi**

<b>UCHRASHUV SANASI</b>	22-sentabr 2023
<b>VAQTI</b>	12:00 – 12:45
<b>MANZIL</b>	Gijduvan Shahri, Gijduvan hokimligi Binosi Yaqinida
<b>TIL</b>	O'zbek
<b>ISHTIROKCHILAR SONI</b>	5
<b>MINING NAVOI SANOAT SAVDO KOMPANIYA VAKILI</b>	Navoiy Sanoat Savdo direktori
<b>CHORVACHILIK ISHCHILARI VAKILI</b>	2 ishchilar Cho'pon 1 2 ishchi Cho'pon 2
<b>LOYIHA VAKILLARI</b>	Aziz Rahmonov – ACWA Power Ramzjon Soxibnazarov-ACWA Power Iroda Malikova-Juru
<b>FOYDALANILGAN MATERIALLAR</b>	Varaqalar

**ASOSIY NATIJA**

- Cho'pon 2 qo'l ostidagi ishchilardan biri qurilish ishlari tugagandan so'ng loyiha maydonidan foydalanish mumkinmi, deb so'radi. Ushbu savolga loyiha vakili unga qurilish ishlari tugagandan so'ng, loyiha maydonidan yaylov uchun foydalanish mumkinligini ma'lum qildi.

**RASMLAR**



## 5.2 Ariza va shikoyatlarni ko 'rib chiqish tizimi

Quyidagi ma'lumotlar manfaatdor tomonlarga taklif etilayotgan loyiha bo'yicha o'z xavotirlari yoki mulohazalarini bildirishlari uchun taqdim etildi.

### Jadval 5-1 Manfaatdorlarni Jalb Qilish - Shikoyatlarni ko 'rib chiqish tizimi aloqa ma'lumotlari

KOMPANIYA	ALOQA MA'LUMOTLARI
Loyiha Kompaniyalari "ACWA Power Bash Wind" MCHJ XK ACWA Power UKS Green H2	Gulbahor Kamalova (Ijtimoiy Menejer) Tel: +998 77 025 9960 Email: gkamalova@acwapower.com
	Aziz Raxmanov (CLO) Tel: +998 77 006 9960 Email: arakhmanov@acwapower.com
	Manzil: I. Karimov Ko'chasi, 567 Navoiy, Buxoro viloyati, O'zbekiston
Bundan tashqari, mahalliy maslahatchining aloqa ma'lumotlari keltirildi. Biroq, olingen barcha shikoyatlar MJRga muvofiq hal qilish uchun Bash 500 MVT ShS va 52 MVT ShS loyiha kompaniyalariga yuborildi.	

**Eslatma:** Shikoyatlarni ko 'rib chiqish mexanizmining talablari va amalga oshirilishi bo'yicha batafsil ma'lumot Bash 500 MVT ShS KHR va Bash 500 MVT & Bash 52 MVT ShS manfaatdor tomonlarni jalb qilish rejasida keltirilgan.

### 5.2.1 Kelib tushgan shikoyatlar

Bugungi kunga qadar yerdan foydalanish bilan bog'liq ikkita (2) shikoyat kelib tushdi. Bularga quyidagilar kiradi:

- "Ko'kcha" MChJdan Bash 500 MVT ShS qurilishi tugallangandan so'ng Bash 52 MVT ShS qurilishi yakunlansa, ularga yetkazilgan zararlar qoplanadimi yoki yo'qmi, deb savol berildi, bu esa cho'ponlarga loyiha doirasidagi yerkarni ajratishni kechiktirishga olib keladi.

- Bir cho'poning aytishicha, Bash 500 MWT ShS loyihasi tomonidan o'zining muqobil yerida qazilgan yangi quduq uning chorva mollarini yetarli miqdorda suv bilan ta'minlamaydi, chunki u ishlata digan generator ko'proq yoqilg'i talab qiladi, bu esa qimmatga aylanadi. Shuning uchun u arzonroq bo'ladigan quyosh panellarini o'rnatishda yordam so'radi.

Ushbu ikkita shikoyat ro'yxatga olindi va javob olish uchun Bash 500 MWT loyiha kompaniyasiga yuborildi. "5 Capitals" ma'umotlariga ko'ra, Loyiha kompaniyasi yuqorida shikoyatlarni hal qildi va shikoyatchilarga javoblarni taqdim etdi.

## 5.1 Amalga oshirish bosqichida manfaatdor tomonlar bilan maslahatlashuvlar

Quyidagi jadvalda keltirilgan tadbirlar Bash ShS loyihalari bo'yicha manfaatdor tomonlar bilan jotiy maslahatlashuvlar doirasida amalga oshiriladi.

### 5-2 jadval Amalga oshirish bosqichida manfaatdor tomonlar bilan maslahatlashuvlar

TADBIR	MANFAATDOR TOMONLAR	HAMKORLIK QILISH USULI	MUDDATLAK MФ ORALIG'I
Chorvalarini o'tlatish uchun maydonidan foydalanishni boshlash muddatida kutilmagan kechiktirishlar to'g'risida "Ko'kcha" MChJni xabardor qilish (faqat muddatlar uzaytirilgan taqdirda)	"Ko'kcha" MChJ	Ikki tomonlama uchrashuvlar	Uzaytirish sanasidan 2 oy oldin
"Ko'kcha" MChJ bilan e'lon qilingan muddatda maydonga kirish imkoniy yo'qligi ularning faoliyatiga qanday ta'sir qilishi haqida maslahatlashuvlar. (faqat muddatlar uzaytirilgan taqdirda)	"Ko'kcha" MChJ	Ikki tomonlama uchrashuvlar	Qurilish muddatini uzaytirish "Ko'kcha" MChJ faoliyatiga qanday ta'sir qilishini baholash davrida.
Ta'sirni baholash va amalga oshirilishi zaru bo'lgan tuzatish choralarini oshkor qilish. (faqat muddatlar uzaytirilgan taqdirda)	"Ko'kcha" MChJ	Ikki tomonlama uchrashuvlar	Darhol baholashni tugatgandan so'ng.
Bash 500 MWT va Bash 52 MWT ShS larning EPC pudratchi tomonidan yerni qayta tiklash ishlari	Iplakchilik va jun sanoati qo'mitasi (IJSQ) "Ko'kcha" MChJ	Ikki tomonlama uchrashuvlar	Maydonchani tiklash ishlari boshlanishidan oldin (Bash 500 MWT va Bash 52 MWT ShS

TADBIR	MANFAATDOR TOMONLAR	HAMKORLIK QILISH USULI	MUDDATLAK МФ ORALIG'I
boshlanganligi to'g'risida xabarnoma			larini qamrab olish uchun)
Yaylov yerlarini tiklash ishlari tugallangandan so'ng "Ko'kcha" MChJga Loyihalar maydonchalariga tashrif buyurishni taklif qilish	Iplakchilik va jun sanoati qo'mitasi (IJSQ) "Ko'kcha" MChJ	"Ko'kcha" MChJni (va IJSQ) qayta tiklangan Loyihalarning maydonlariga tashrif buyurishga taklif qilish yuzasidan rasmiy qo'ng'iroq.	EPC pudratchisi qurilish maydonchalarini loyihalash kompaniyalariga topshirishidan oldin.

## 6 TA'SIR DOIRASI

### 6.1 Yerga bo'lgan talablar

ACWA Power tomonidan taqdim etilgan ma'lumotlarga ko'ra, Bash 52 Mvt ShS uchun 17,673 hektar yer loyihaning butun muddati uchun ijara va loyihaning qurilish bosqichida 4 hektar vaqtinchalik foydalanish uchun ajratilgan.

### 6.2 Bash 52 Mvt shamol stansiyasining yaylovlarga ta'siri

Loyiha maydoni yaqinidagi va umuman Buxoro viloyatidagi barcha yaylov yerkari Ipakchilik va jun sanoati qo'mitasiga (IJSRQ) tegishli. Bash 500 Mvt ShS ning EITB va KHR bosqichida "Ko'kcha" MChJ bilan maslahatlashuvlar chog'ida ma'lum bo'ldiki, MChJga Loyiha hududida ularni boshqarish uchun 267,398.1 hektar yaylov yerkari ajratilgan.

Bash 52 Mvt ShS uchun ajratilgan 21,673 hektar maydonning 17,673 hektariga doimiy ravishda loyiha obyektlarini qurish, 4 hektarga esa saqlash joylari, omborlar va boshqalar kabi vaqtinchalik qurilish loyihalari ta'sir ko'rsatadi. Bu "Ko'kcha" tashkilotiga tegishli bo'lgan umumiylar maydoni (267,398.1 hektar) loyiha doirasida va undan tashqarida foydalanish davrida 0,0066 foizni, qurilish davrida esa 0,0015 foizni tashkil etadi.

"Ko'kcha" MChJga tegishli yaylovlarning umumiylar maydoni hisobga olingan holda, bu ta'sir ahamiyatsiz hisoblanadi.

Bash 52 Mvt va Bash 500 Mvt ShS hududidagi yer hozirda "Ko'kcha" MChJga tegishli bo'lib, ijara berilmagan yoki "yangi" cho'ponlarga berilmagan. Bu loyiha maydonlarida yashovchi va/yoki yerdan chorvalarni o'tladish uchun foydalanayotgan barcha chorvadorlar Bash 500 Mvt ShSning KHRga muvofiq, tegishli boshqa yaylov yerkariga ko'chirilganidan keyin sodir bo'ldi. Shunday qilib, Bash 52 Mvt ShS chorvadorlarning chorvalarni o'tlatish yoki mol-mulkiga boshqa ta'sir ko'rsatmaydi (ular ko'chirilganligi sababli).

Shunday qilib, qurilish bosqichlari tugagandan so'ng, yerni Loyihalarning BoP tashqarida qanday taqsimlash to'g'risida qaror "Ko'kcha" MChJ tomonidan qabul qilinadi. Qayd etilishicha, Loyihalarning ekspluatatsiya bosqichlarida maydonchadan foydalanish mumkin bo'ladi (avvalgi yoki "yangi" cho'ponlar uchun). Loyihalning ekspluatatsiya bosqichlarida maydonchaga kirishga ruxsat etiladi, ammo sanitariya muhofazasi zonasiga talablariga muvofiq ShTG dan 1000 m masofada inshootlarni qurishga ruxsat berilmaydi.

## 6.3 Bash 52 MVt qurilish muddatining ta'siri

Loyihani amalga oshirish jadvaliga ko'ra (yuqoridagi 2.6-bo'limga qarang), Bash 52 MVt shamol stansiyasini qurish va tijorat ekspluataсиya sanasi (QTES) 2025 yil mart oyida bo'ladi. Bash 500 MVt shamol stansiyasi bilan taqqoslaganda, QTES 2025 yil apreliga rejalashtirilgan. Shunday qilib, Bash 52 MVt shamol elektr stansiyasining qurilishi "Ko'kcha" MChJga yaylov yerlarini biron bir cho'ponga (shu jumladan, ilgari Loyiha maydonidan foydalanganlarga) ajratishni kechiktirmaydi.

"Ko'kcha" MChJning oldingi yoki "yangi" cho'ponlar yaylovlardan foydalanishi va ularga ajratilishi kechikishiga olib kelishi mumkin bo'lgan har qanday o'zgarishlar darhol MChJga yetkaziladi va ularning faoliyatiga ta'sirini aniqlash maqsadida baholash o'tkaziladi. Bu ish Bash 500 MVt va Bash 52 MVt shamol stansiyalarining ijtimoiy menejeri tomonidan amalga oshiriladi va tegishli tuzatish tadbirdari rejasiga ishlab chiqiladi va amalga oshiriladi.

## 6.4 Yerdan foydalanishga umumiy ta'sir(Bash 500 MVt ShS va Bash 52 MVt ShS )

Yuqorida ta'kidlanganidek, "Ko'kcha" MChJga loyiha chegarasidagi va undan tashqaridagi yerlarni o'z ichiga olgan 267,398.1 hektar yaylov yerlari ajratilgan.

Bash 500 MVt ShS uchun 2022 yilda Prezident qarori bilan 149,93 hektar, Bash 52 MVt ShS uchun 21,673 hektar yer maydoni quyidagi jadvalda ko'rsatilganidek ajratiladi.

### Jadval-1 Bash 52 MVt va Bash 500 MVt uchun ajratilgan yerlar

LOYIHA OBYEKTI	BASH 52MVt	BASH 500MVt	MULKCHILIK TURI
SHTGlar (Shu jumladan poydevor, tayanchilar va SHTG transformatori)	6.08 ga 8 SHTGlar uchun	39,58 ga 79 SHTGlar uchun	Loyihaning butun muddati davomi uchun yer ijariasi
Yo'llar	6.965 ga	63.53 ga	
Yer osti kabelini yotqizish uchun transheya	Yo'l uchastkalari uchun ajratilgan yerlarga kiritilgan	28.03 ga	
Shamol elektr stansiyasi podstansiyasi	2.618 ga	9.7618 ga	
Saqlash maydoni (vaqtinchalik saqlash maydoni, hovli, ofis, omborxona, lager, beton zavodi)	4.0 ga	9,0287	Qurilish bosqichida

LOYIHA OBYEKTI	BASH 52MVT	BASH 500MVT	MULKCHILIK TURI
Meteorogik minora	2.01 ga	-	Loyihaning butun muddati davomi uchun yer ijarasi
<b>Umumiy</b>	<b>21,673</b>	<b>149,9305</b>	<b>yo'q</b>

Bash 52 MVT va Bash 500 MVT uchun ajratilgan yerlarning umumiy maydoni 171,6035 getktarni tashkil qiladi. Bunga quyidagilar kiradi:

- 17.673 gettar va 4 gettar Bash-52MVT uchun loyihaning amal qilish muddati va qurilish muddati uchun mos ravishda ajratilgan.
- Bash 500 MVT uchun loyihaning butun muddati va qurilish bosqichida mos ravishda 140,9018 gettar va 9,0287 gettar yerlar ajratilgan.

“Ko‘kcha” MChJga tegishli bo‘lgan yaylov yerlarining umumiy maydonidan (267,398.1 ga) Loyihani amalga oshirish natijasida yaylov yerlarga doimiy va vaqtinchalik ta’sirlar cheklanishi kutilmoqda. Bu quyidagilarni tashkil qiladi:

- Bash 52 MVT ShSdan yaylov yerlariga 0,0066% doimiy ta’sir va 0,0015% vaqtinchalik ta’sir.
- Bash 500 MVT ShSdan yaylov yerlariga 0,053% doimiy ta’sir va 0,0034% vaqtinchalik ta’sir.
- Bash 52 MVT va Bash 500 MVT uchun yaylovga umumiy ta’sir 0,059%ni doimiy ta’sir va yaylovga 0,0049% vaqtinchalik ta’sir qiladi.

Shundan kelib chiqib, loyihaning “Ko‘kcha” MChJ (va uning cho‘ponlari) faoliyati va foydalanishiga cheklangan ta’siri kutilmoqda. Bash 500 MVT ShS misolida bo‘lgani kabi, loyihaning foydalanish bosqichida cho‘ponlarning loyiha hududiga kirishi mumkin bo‘ladi, ammo SHTG dan 1000 m radiusda inshootlarni qurish yoki saqlash taqiqlanadi.

## 7 IMTIYOZLAR HUQUQI VA IMTIYOZLARNI OLİSH HUQUQI

Yuqoridagi 4.1-bo'limda aytilanidek, Mijoz 5 Capitals ga Bash 52 MVT ShS yaylov yerlarini yo'qotganlik uchun kompensatsiya berishdan ozod qilinganligini aytdi. Ushbu imtiyozning tafsilotlari Prezidentining Qarorida belgilanadi (chiqariladi)

Yuqoridagilardan kelib chiqqan holda, Kokcha MCHJ uchun yaylovlarni yo'qotish uchun kompensatsiya miqdori hisoblanmagan.

### 7.1 Oxirgi muddat

Loyiha maydoniga tashrif buyurish va Loyiha hududida yerdan foydalanish, inshootlar va/yoki mulklar mavjud emasligiga ishonch hosil qilish uchun oxirgi muddat sanasi 2023-yil 7-oktabrga belgilangan. Bu sana ularning mavjudligini ta'minlash maqsadida 2023-yil 29-sentabr kuni "Ko'kcha" MChJga xabar qilingan. Ro'yxatdan o'tgan baholovchi "Guliston Baholash Consulting" MCHJ ham ishtirok etdi.

Maydonga tashrif buyurish cho'g'ida, unda hech qanday aktivlar yoki yerdan foydalanishning joriy turlari yo'qligi aniqlandi.

## 7.2 Huquqlar Matritsasi

### 7.2.1 Shamol elektr stansiyasi

AKTIV	XUSUSIYATLARI	LTSHLAR SONI	TA'SIRDAGI SHAXSLAR	KOMPENSATSIYA HUQUQI
Yer	Loyiha hududidagi yaylov yerlari	1	Kokcha MCHJ	<ul style="list-style-type: none"> <li>Qurilish bosqichi tugagandan so 'ng vaqtinchalik qurilish inshootlari joylashgan hududlardagi yaylov yerlarini tiklash.</li> <li>Loyiha kompaniyasi "Ko'kcha" MChJga avvalgi yoki "yangi" cho'ponlarning maydonchadan foydalanishi mumkun bo'lgan muddatlarida kechikishlar yuzaga kelgan taqdirda kamida ikki oy oldin xabardor qiladi.</li> </ul>

## 8 INSTITUTIONAL JAVOBGARLIK

Institusional javobgarlik Bash 500 Mvt ShS ostida o'rnatilgan javobgarlikga o'xshash bo'ladi. Xususan, bu Bash 52 Mvt ShS E&I jamoasi Bash 500 Mvt ShS bilan bir xil bo'lishi bilan bog'liq.

## 9 AMALGA OSHIRISH JADVALI

Ushbu KHR ni amalga oshirishning taxminiy jadvali quyida keltirilgan.

### Jadval 9-1 KHR-qo'shimchani tayyorlash va amalga oshirish jadvali

FAOLIYAT	JAVOBGARLIK	MUDDATI
<b>KHR qo'shimchasini tayyorlash bosqichi</b>		
Loyiha haqida Kokcha MCHJ xabarnomasi	Juru Limited/5C	2023 Yil Sentyabrdan
Manfaatdor tomonlarni jalg qilish	ACWA Power, Loyiha Kompaniyasi, 5 Capitals & Juru Limited	2023-yil sentabrdan boshlab 500 Mvt Bash ShS uchun KHR va Bash 500 Mvt va Bash 52 Mvt ShS uchun MJR bo'yicha davom etmoqda
Aktivlar mayjudligini aniqlash uchun maydonga tashrif buyurish va hokazo.	5 Capitals & Juru Limited	7 oktyabr 2023
Ushbu qo'shimchani tayyorlash	5 Capitals	Oktyabr 2023
Ushbu qo'shimchani ko'rib chiqishda kreditorlarning ishtiroi	YeTTB	Oktyabr 2023
Kokcha MCHJ huquqlarini oshkor qilish	Loyiha Kompaniyasi / 5 Capitals/ Juru Limited	TBC
<b>Amalga oshirish</b>		
Muddatlar o'zgarishi (shunday holat yuzaga kelsa) tufayli "Ko'kcha" MChJning maydaondan foydalanishi mumkin bo'gan muddatlardagi kechikishlar haqida xabar berish	Loyiha kompaniyasi	Bildirishnoma ikki oy oldin beriladi
"Ko'kcha" MChJning tuzatish chora-tadbirlar rejasini oshkor qilish (kechikishlar tufayli kerak bo'lgan taqdirda)	Loyiha kompaniyasi	Muddat cho'zilishidan bir oy oldin
Vaqtinchalik loyiha hududlarida yaylov yerlarini tiklash	Loyiha kompaniyasi / EPC pudratchisi	Qurilish bosqichi oxirida
Uchinchi tomonidan o'tkaziladigan tashqi audit	Mustaqil E&I maslahatchisi	Yerni tiklash ishlari tugagandan so'ng.

## 10 MONITORING

Bash 52MVT ShS uchun monitoring ko'rsatkichlari quyidagilarni o'z ichiga oladi:

- Qabul qilingan va ro'yxatga olingan shikoyatlarning umumiyligi soni, loyiha darajasida hal qilingan ishlar, kreditorlar tomonidan belgilangan tartibda ularni hal qilish jarayonining davomiyligi.
- Qabul qilingan shikoyatlar soni va nima uchun.
- Sudga berilgan shikoyatlar soni (agar mavjud bo'lsa) va masalani sudda hal qilish uchun sarflangan vaqt va boshqalar.
- Loyihadan tashqarida zarar ko'rgan yerlarning umumiyligi maydoni (ga).
  - Bu manfaatdor tomonlar nima uchun va qanday xabardor qilinganligi hamda ta'sirni baholash o'tkazilganligi haqidagi mantiqiy asosni o'z ichiga olishi kerak.
- Qurilish bosqichi oxirida yerning muvaffaqiyatli tiklangan umumiyligi maydoni (ga) .
- "Ko'kcha" MChJning qayta tiklash ishlari yakunlanganidan so'ng yaylov yerlarini qayta tiklashdan qoniqish darajasi.
- Loyiha(lar)ni amalga oshirish muddatlarining o'zgarishi munosabati bilan "Ko'kcha" MChJning Loyiha maydonidan foydalani mumkin bo'lgan muddatlar kechiktirilgan taqdirda, tuzatish tadbirlari rejasida belgilangan SMK monitoringi amalga oshiriladi. Bu jarayon maslahatlashuvlar dalillarini o'z ichiga oladi (yig'ilish bayonnomalari, imzolangan tashrif to'g'risidagi hisobotlari).

### 10.1 Tuzatish bo'yicha harakatlar rejasি

Loyiha kompaniyasining ijtimoiy menejeri quyidagi hollarda ta'sirni baholashni o'tkazadi va tuzatuvchi harakatlar rejasini amalga oshiradi:

- Bash 52 MVT ShS qurish muddati "Ko'kcha" MChJga mayqdoncha yoki uning qismlaridagi yaylov yerlaridan foydalanishi mumkin bo'lgan muddatlarining kechikishiga olib kelmoqda.
- Bash 500 MVT va Bash 52 MVT SHS qurish muddati ushbu ilovada (2.6-bo'lim) ko'rsatilganidek, Ko'kcha MChJga e'lon qilingan muddatlardan oshib ketadi.

"Ko'kcha" MChJ ma'lumotlarini oshkor qilishdan oldin kreditorlarga ta'sirni baholash va tuzatish choralari rejasini taqdim etiladi.

## 10.2 Yerlarni Tiklash Auditı

Ushbu audit vaqtinchalik Loyiha hududlaridagi yerlar qurilishdan oldingi darajaga tiklanganligini tekshirish uchun uchinchi shaxs tomonidan o 'tkaziladi. Ushbu hisobot kreditorlarga ularni ko'rib chiqish va keyingi harakatlar zarurligini aniqlash uchun taqdim etiladi.

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# ILOVA A-YERNI IJARAGA BERISH SHARTNOMASI LOYIHASI

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

## Table of Contents

	Page
1. Definitions and Interpretation.....	3
2. Term.....	8
3. Lease of the Project Site .....	8
4. Rent.....	9
5. Fixtures and Fittings .....	10
6. Utilities .....	10
7. Use .....	10
8. Breach and Termination .....	11
9. Decommissioning .....	14
10. The Lessee's Covenants .....	16
11. Covenants by the Lessor.....	18
12. Representations and Warranties .....	18
13. Confidentiality .....	19
14. Assignment and Transfer.....	21
15. Governing Law .....	21
16. Dispute Resolution .....	21
17. Waiver of Sovereign Immunity .....	24
18. Continuing Obligations.....	24
19. Notices .....	24
20. Miscellaneous .....	26
Schedule 1.....	29
Schedule 2.....	35
Schedule 3.....	36
Schedule 4.....	37

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 25<sup>th</sup> 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 (10<sup>th</sup>) 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 (5<sup>th</sup>) 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 (5<sup>th</sup>) 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 (5<sup>th</sup>) 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: