
LOAN NUMBER 3238-GEO

PROJECT AGREEMENT

(Urban Services Improvement Investment Program – Tranche 4)

between

ASIAN DEVELOPMENT BANK

and

UNITED WATER SUPPLY COMPANY OF GEORGIA LIMITED LIABILITY COMPANY

DATED 5 February 2015

GEO 43405

PROJECT AGREEMENT

PROJECT AGREEMENT dated 5 February 2015 between ASIAN DEVELOPMENT BANK ("ADB") and UNITED WATER SUPPLY COMPANY OF GEORGIA LIMITED LIABILITY COMPANY ("UWSCG").

WHEREAS

(A) by a Loan Agreement between Georgia ("Borrower") and ADB, ADB has agreed to make to the Borrower a loan of one hundred eight million Dollars (\$108,000,000) on the terms and conditions set forth in the Loan Agreement, but only on the condition that the proceeds of the Loan be made available to UWSCG and that UWSCG agrees to undertake certain obligations towards ADB as set forth in this Project Agreement; and

(B) UWSCG, in consideration of ADB entering into the Loan Agreement with the Borrower, has agreed to undertake the obligations set forth herein;

NOW THEREFORE the parties agree as follows:

ARTICLE I

Definitions

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

ARTICLE II

Particular Covenants

Section 2.01. (a) UWSCG shall carry out the Project with due diligence and efficiency, and in conformity with sound administrative, financial, engineering, environmental, social and public utility practices.

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

Section 2.02. UWSCG shall make available, promptly as needed, and on terms and conditions acceptable to ADB, the funds, facilities, services, equipment, land and other resources as required, in addition to the proceeds of the Loan, for the carrying out of the Project. For the avoidance of doubt, any land made available by UWSCG in

accordance with the foregoing sentence shall be subject to the provisions of paragraph 12 of Schedule 5 to the Loan Agreement.

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

(b) Except as ADB may otherwise agree, UWSCG shall procure all items of expenditures to be financed out of the proceeds of the Loan in accordance with the provisions of Schedule 4 to the Loan Agreement. ADB may refuse to finance a contract where any such item has not been procured under procedures substantially in accordance with those agreed between the Borrower and ADB or where the terms and conditions of the contract are not satisfactory to ADB.

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

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

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

Section 2.06. UWSCG shall maintain, or cause to be maintained, records and accounts adequate to identify the items of expenditure financed out of the proceeds of the Loan, to disclose the use thereof in the Project, to record the progress of the Project (including the cost thereof) and to reflect, in accordance with consistently maintained sound accounting principles, its operations and financial condition.

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

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

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

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

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

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

Section 2.09. (a) UWSCG shall (i) maintain separate accounts and records for the Project; (ii) prepare annual financial statements for the Project in accordance with accounting principles acceptable to ADB; (iii) have such financial statements for the Project audited annually by independent auditors whose qualifications, experience and terms of reference are acceptable to ADB, in accordance with International Standards on Auditing or the national equivalent acceptable to ADB; (iv) as part of each such audit, have the auditors prepare a report (which includes the auditors' opinion on the financial statements, use of the Loan proceeds and compliance with the financial covenants of the Loan Agreement) and a management letter (which sets out the deficiencies in the internal control of the Project that were identified in the course of the audit, if any); and (v) furnish to ADB, no later than 6 months after the close of the fiscal year to which they relate, copies of such audited financial statements, audit report and management letter, all in the English language, and such other information concerning these documents and the audit thereof as ADB shall from time to time reasonably request.

(b) ADB shall disclose the annual audited financial statements for the Project and the opinion of the auditors on the financial statements within 30 days of the date of their receipt by posting them on ADB's website.

(c) In addition to annual audited financial statements referred to in subsection (a) hereinabove, UWSCG shall (i) provide its annual financial statements prepared in accordance with financial reporting standards acceptable to ADB; (ii) have its financial statements audited annually by independent auditors, in accordance with international standards for auditing or the national equivalent acceptable to ADB; and (iii) furnish to ADB, no later than 1 month after approval by the relevant authority, copies of such audited financial statements in the English language and such other information concerning these documents and the audit thereof as ADB shall from time to time reasonably request.

(d) UWSCG shall enable ADB, upon ADB's request, to discuss the financial statements for the Project and UWSCG and its financial affairs where they relate to the Project with the auditors appointed by UWSCG pursuant to subsections (a)(iii) and (c) hereinabove, and shall authorize and require any representative of such auditors to participate in any such discussions requested by ADB. This is provided that such discussions shall be conducted only in the presence of an authorized officer of UWSCG, unless UWSCG shall otherwise agree.

Section 2.10. UWSCG shall enable ADB's representatives to inspect the Project, the Goods and Works and any relevant records and documents.

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

(b) UWSCG shall at all times conduct its operations in accordance with sound applicable administrative, financial, environmental, social and public utility practices, and under the supervision of competent and experienced management and personnel.

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

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

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

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

Section 2.15. UWSCG shall promptly notify ADB of any proposal to amend, suspend or repeal any provision of its Charter, which, if implemented, could adversely affect the carrying out of the Project or the operation of the Project facilities. UWSCG shall afford ADB an adequate opportunity to comment on such proposal prior to taking any action thereon.

ARTICLE III**Effective Date; Termination**

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

Section 3.02. This Project Agreement and all obligations of the parties hereunder shall terminate on the date on which the Loan Agreement shall terminate in accordance with its terms.

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

ARTICLE IV**Miscellaneous**

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

For ADB

Asian Development Bank
6 ADB Avenue
Mandaluyong City
1550 Metro Manila
Philippines

Facsimile Numbers:

+63 (2) 636-2444
+63 (2) 636-2301.

For UWSCG

United Water Supply Company of Georgia Limited Liability Company
#76b, Vazha Pshavela Ave.
Tbilisi, 0186, Georgia

Facsimile Number:

+995 (32) 291 90 61.

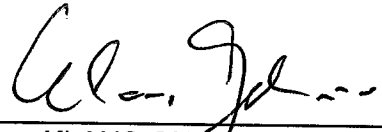
Section 4.02. (a) Any action required or permitted to be taken, and any documents required or permitted to be executed, under this Project Agreement by or on behalf of UWSCG may be taken or executed by its Director or by such other person or persons as he or she shall so designate in writing notified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

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

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

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

ASIAN DEVELOPMENT BANK

By 
KLAUS GERHÆUSSER
Director General
Central and West Asia Department

UNITED WATER SUPPLY COMPANY
OF GEORGIA LIMITED LIABILITY
COMPANY

By 
VLADIMÉR IAZARISHVILI
General Director