



3462-UA

Supplemental Letter No. 4**STATE ENTERPRISE NATIONAL POWER COMPANY - UKRENERGO**

February 10, 2015

International Bank for Reconstruction  
and Development  
1818 H Street, N.W.  
Washington, D.C. 20433  
United States of America

Re:           Loan No. 8462-UA  
              (Second Power Transmission Project)  
              Representations

Dear Sirs and Mesdames:

In connection with the Project Agreement of even date herewith between the International Bank for Reconstruction and Development (the Bank) and UKRENERGO (the Project Implementing Entity) for the above-captioned Loan, the Project Implementing Entity hereby undertakes and warrants to the Bank that:

1.       The financial statements dated July 22, 2014, copies of which have been furnished to the Bank, correctly set forth the financial and operating condition of the Project Implementing Entity as of that date, and since that date there have been no material adverse changes in the financial and operating conditions of the Project Implementing Entity.
2.       The Project Implementing Entity is not engaged in litigation as plaintiff or defendant, the outcome of which might materially and adversely affect its financial condition.
3.       The Project Implementing Entity has no outstanding agreements or liabilities, contingent or otherwise (including taxes), that might materially and adversely affect its financial condition.
4.       No debt of the Project Implementing Entity is secured by any mortgage, pledge, charge, priority, or other lien, to a party other than the Government of Ukraine, and no contract or arrangement exists for the creation of any such mortgage, pledge, charge, priority, or other lien with a party other than the Government of Ukraine.
5.       There are no existing defaults in the payment of principal of, or interest or other charges on, any of the debts of the Project Implementing Entity.

6. The Project Implementing Entity is not in violation of, and execution and delivery of the Project Agreement and the compliance with all its terms do not and will not result in any violation of, any provisions of any existing agreement, franchise, concession, license, or permit, or of any statute, law, decree-law, executive decree, regulation, or any other legal rule of a similar nature presently in effect and applicable to the Project Implementing Entity.

7. The Project Implementing Entity is a duly existing fully state-owed enterprise under the laws of Ukraine, with full authority to carry out its present business, to carry out the Project, and to execute and deliver the Project Agreement, and has furnished to the Bank true copies of the Order No. 54 of the Ministry of Fuel and Energy of Ukraine dated April 15, 1998 and its Statutes approved on February 27, 2007 and of all other legislation presently in force and effect and governing or applicable to the operations of the Project Implementing Entity, as well as of its articles of incorporation presently in effect and governing the Project Implementing Entity.

It is our understanding that, in making the Loan and entering into the Project Agreement with the Project Implementing Entity, the Bank may rely on the representations contained herein.

Very truly yours,

**STATE ENTERPRISE NATIONAL POWER COMPANY - UKRENERGO**

By  \_\_\_\_\_  
Authorized Representative