



Nam Theun 2 Power Company Limited
Lao PDR

NAM THEUN 2 HYDROELECTRIC PROJECT

SUMMARY **OF THE** **CONCESSION AGREEMENT**

BETWEEN

THE GOVERNMENT OF THE LAO PDR

AND

NAM THEUN 2 POWER COMPANY LIMITED

As of November, 2005

Note - This document is based on the Concession Agreement executed and dated October 3, 2002 and then amended by Amendments No1, 2, 3, 4 and 5 to the Concession Agreement. This document is intended only as a general presentation of the Concession Agreement. It is not an exhaustive description of all or any of the rights and obligations of GOL and NTPC under the Concession Agreement. This document also does not purport to be an analysis of the risks taken by GOL and NTPC under the Concession Agreement neither to provide the whole rationale for each provision. None of NTPC, its shareholders or the Government of the Lao PDR accept any liability or responsibility for the accuracy or completeness of, nor make any representation, warranty or undertaking, either explicitly or implicitly, with respect to the information contained in this document or on which this document is based.

SUMMARY OF THE CONCESSION AGREEMENT BETWEEN THE GOVERNMENT OF THE LAO PDR AND NAM THEUN 2 POWER COMPANY LIMITED WITH REGARD TO THE NAM THEUN 2 PROJECT

The Concession and the Concession Parties

1. The Nam Theun 2 Project is to be carried out under the Concession Agreement between The Government of the Lao PDR, represented by the Committee for Investment and Co-operation, and acting for and on behalf of the Lao PDR as the GOL, and a project company established in the Lao PDR as a limited company and licensed as a foreign investment company under Lao PDR Law called Nam Theun 2 Power Company Limited as the Company.
2. The Concession Agreement grants the Company the concession to implement the Project on a build, own, operate and transfer basis for a Concession Period of 25 years following the occurrence of the Commercial Operations Date, subject to certain rights of extension of that term. On the expiry of the Concession Period the Company is required to transfer the Project free of charge to the GOL.
3. The Company is owned by EDF International of France (also referred to as EDFI) as to 35 per cent., Lao Holding State Enterprise of the Lao PDR (also referred to as LHSE) as to 25 per cent., Electricity Generating Public Company Limited of Thailand (also referred to as EGCO) as to 25 per cent. and Italian Thai Development Public Company Limited of Thailand (also referred to as ITD) as to 15 per cent. and manages itself in accordance with a Shareholders Agreement made between EDFI, LHSE, EGCO and ITD (to which the Company became a party following its incorporation) and the Articles of Association of the Company.
4. The Company is a special purpose company the sole purpose of which is to carry out the business of the Project in accordance with the Concession Agreement.

The Project Phases

5. The Concession Agreement divides the Project into 4 distinct phases.

Condition Precedent Phase and occurrence of Project Commencement Date

6. The first phase, from the date of the Concession Agreement to the occurrence of the Project Commencement Date, requires the GOL and the Company to satisfy certain Conditions Precedent in order to bring the Concession Agreement into effect and thus cause the Project Commencement Date to occur.
7. The Conditions Precedent include the signing of the Sponsors Agreement, the EGAT Power Purchase Agreement, the EDL Power Purchase Agreement, the GOL Undertaking, the Theun Hinboun Consent, the Relevant Project Documents which the Company elects to sign as Conditions Precedent, the GOL approving the EGAT Power Purchase Agreement, the EDL Power Purchase Agreement and those Relevant Project Documents as being Project Documents for the purposes of the Concession Agreement, the Company's approval of the Theun Hinboun Consent as being the Theun Hinboun Consent for the purposes of the Concession Agreement, the preparation by the Company of the Replacement Environmental Assessment Management Plan and its acceptance as such by the GOL and the issue of legal

- opinions from the Lao Minister of Justice, Lao legal counsel for the Company and legal counsel from the relevant jurisdictions for the Sponsors.
8. The Conditions Precedent also include the granting of the Lao PDR Approvals by the National Assembly, the GOL and the other Government Authorities.
 9. The Lao PDR Approvals include Lao PDR Approvals from the National Assembly which ratify and confirm the Committee for Investment and Co-operation as the successor under the Foreign Investment Law to the Foreign Investment Management Committee, approve the Project, the execution by the GOL of the Concession Agreement, the issue by the GOL of the Lao PDR Approvals, the execution by the GOL of the GOL Undertaking and the Sponsors Agreement, the approval by the GOL of the Project Documents and the Financing Documents and the Multilateral Agency Support Documents, whether or not the GOL is a party to them, and any other documents in respect of the Project and which resolve, through appropriate amendments or exemptions under Lao PDR Law, certain inconsistencies between the Concession Agreement and Lao PDR Law.
 10. The Project Commencement Date¹ is required to occur by the later of 10 months after the signing of the Concession Agreement and the date which is 3 months after the second ordinary session of the National Assembly held in the 2002 calendar year.

Preliminary Construction Works Phase and Occurrence of Construction Phase Commencement Date

11. The second phase, for the period from the Project Commencement Date to the occurrence of the Construction Phase Commencement Date, is the Preliminary Construction Works Phase which permits the Company to carry out certain Preliminary Works in respect of the Project in accordance with the Preliminary Construction Phase Procedures and Protocols and enables the Company and the GOL to satisfy the Subsequent Conditions in order to cause the Construction Phase Commencement Date to occur.
12. The Subsequent Conditions include the signing by the Company and others of the remaining Project Documents, the Financing Documents (including, as Financing Documents, security agreements) and the Multilateral Agency Support Documents to be entered into in order to construct, operate and finance the Project and the GOL accepting them as being Project Documents, Financing Documents and Multilateral Agency Support Documents as the case may be for the purposes of the Concession Agreement, the granting of further Lao PDR Approvals required for the Project including the Site Leases required for the Project Land, the completion of the initial Health and Safety Plan and the initial Head Construction Contractor's Environmental Monitoring and Management Plan, and the GOL's approval of those documents as being those plans for the purposes of the Concession Agreement, the issue of process agent letters and the issue of legal opinions from the Lao Minister of Justice and Lao legal counsel for the Company.
13. The Construction Phase Commencement Date² is required to occur within 30 months after the occurrence of the Project Commencement Date.

Construction Phase and Occurrence of Commercial Operations Date

14. The third phase, for the period from the Construction Phase Commencement Date to the occurrence of the Commercial Operations Date, is the Construction Phase in which the

¹ The Project Commencement Date was declared on December 12, 2003

² The Construction Phase Commencement Date was declared on 14 July 2005

Company is required to carry out the Construction Works for the Project at its own cost in accordance with the design for the Project and certain other standards and requirements, including Good Design, Engineering and Construction Practices, the Environmental and Social Objectives, the World Bank's Dam Safety Policy, the Performance Standards and the initial Health and Safety Plan, Head Construction Contractor's Environmental Monitoring and Management Plan and Emergency Contingency Plan for the Project.

Operating Phase and Occurrence of GOL Project Completion Date

15. The fourth phase, for the period from the Commercial Operations Date to the end of the Concession Period, is the Operating Phase during which the Company is required to operate and maintain the Project in accordance with certain standards and requirements, including the Environmental and Social Objectives, Good Operating Practices, the World Bank's Dam Safety Policy, the Performance Standards, the then current Health and Safety Plan, Company's Environmental Monitoring and Management Plan and Emergency Contingency Plan and within the limits of any vendor or manufacturer's recommended operating practices for the Project.
16. The Company is permitted under the Concession Agreement to subcontract the operation and maintenance of the Project pursuant to the terms of Operating and Maintenance Contracts made by the Company with Project Operators provided, where that Project Operator is the Principal Project Operator, that the Project Operator is a company established in the Lao PDR and meets certain qualification conditions.
17. The Company is required during the Operating Phase to achieve the occurrence of the GOL Completion Date, which is to occur if the Commercial Operations Date has occurred and certain other conditions, including confirmations from the Dam Safety Review Panel that the Facility, the Catchment Area and the downstream areas of the Nam Theun River and Xe Bang Fai River are safe in compliance with the World Bank Dam Safety Policy and from the Panel of Experts that the Environmental and Social Objectives which the Company is required to satisfy as a condition to the occurrence of the GOL Completion Date have been satisfied.
18. If the GOL Completion Date has not occurred within 54 months of the Construction Phase Commencement Date due to any default or failure by the Company then the Company may elect to extend that period by 12 months, and if need be, by a further 6 month period, subject in the case of the further 6 month period to paying extension payments to the GOL until GOL Completion Date occurs.
19. The obligations of the Company in relation to the extension payments are to be secured by a Project Completion Letter of Credit.

Design of the Project

20. The design of the Project is the responsibility of the Company under the Concession Agreement which requires that the design be to certain standards, including that the Facility should be fit for its purpose in accordance with Good Design Engineering and Construction Practices and the design requirements out in the Agreement, be carried out to be a specified level of skill, care and diligence and such that the Facility is designed to achieve on Economic Operating Life of:
 - (a) 100 years for the civil work structures which impound the Reservoir and regulating pond;
 - (b) 50 years for all other civil work structures; and

- (c) 30 years for all electrical and mechanical plant.
21. The GOL, the GOL Engineer and the Dam Safety Review Panel will at all times be entitled in accordance with the Engineering Review Procedures and Protocols to inspect and review the Survey and Drawings for the Project, copies of which the Company is required to make available for the Project. The GOL may either itself or through the GOL Engineer make final comments and recommendations to the Company to redesign the Facility and amend the Drawings to ensure that the Drawings satisfy in all material respects the design requirements for the Project as specified in the Concession Agreement.

Construction of the Project

22. The Company is permitted to undertake certain Construction Works and Environmental and Social Obligations as Preliminary Works for the Project during the Preliminary Phase in accordance with the Preliminary Works Procedures and Protocols through Electricité de France or any other Contractor permitted to do that work in accordance with the Concession Agreement.
23. The Preliminary Works are required to be performed under the Head Construction Contract or a separate construction contract, approved in each case by the GOL as being a Project Document for the purposes of the Concession Agreement.
24. The obligations of the Company in relation to any Preliminary Works Termination Works required to be undertaken by the Company in respect of the Preliminary Works to which those Preliminary Works Termination Works relate are to be secured by a Preliminary Works Termination Works Letter of Credit.
25. The Concession Agreement also permits the Company during the Preliminary Works Phase to commence the mobilisation, set down and storage of plant and equipment required for the construction of the Project during the Construction Phase at any time after the first anniversary of the Project Commencement Date.
26. The Company is permitted to undertake the Construction Works for the Project through the Head Construction Contractor under a turnkey engineering, procurement and construction Head Construction Contract between the Company and the Head Construction Contractor which is required to be approved as the Head Construction Contract and therefore a Project Document for the purposes of the Concession Agreement. The Head Construction Contractor is in turn permitted to subcontract the construction works under Principal Subcontracts, also to be approved as Project Documents as a Subsequent Condition, to Principal Subcontractors to undertake the work packages referred to in the Concession Agreement.
27. Principal Subcontractors are permitted to further subcontract their works to other Contractors, and are required to report all monies paid to them in respect of the Project to the GOL on a quarterly basis in order to enjoy the tax-exempt status granted by the GOL to them.
28. The Concession Agreement provides that the Company shall remain primarily and principally liable for its obligations under the Concession Agreement and for any breaches of it notwithstanding the entry by the Company into any Project Document or the GOL's consent or approval to the engagement of Contractors or any breach which occurs under any Project Document or which is caused by any Contractor.

The Construction Works

29. The Nam Theun 2 Project involves the construction of a concrete gravity dam with an integrated spillway on the Nam Theun River near Keng None in Bolikhamsay Province approximately 250 kilometres east of Vientiane on the Nakai Plateau in Central Lao PDR. The Catchment Area is in the Annamite Mountains along the border with Vietnam and has an area of 4013 square kilometres.
30. The Dam will have an approximate maximum height of 40 metres at its deepest point and a crest length of approximately 320 metres. In addition, earth embankment saddle dams will be constructed along the escarpment side of the reservoir rim to create storage to the full supply level. When completed, these will create a Reservoir which, at the full supply level at EL538, will cover an area of 450 square kilometres and hold 3,910 million cubic metres of water.
31. A headrace channel will be excavated in the reservoir floor to conduct the water from the Reservoir to a concrete intake of a headrace tunnel, then by way of a pressure shaft and pressure tunnel to a power station, which will be located at the base of the escarpment to the Nakai Plateau adjacent to Route 88, about 40 kilometres upstream from the Dam.
32. The Power Station will be an exterior building housing four Francis generating units and two Pelton generating units. Single phase transformers will step-up the output of the Francis units to 500 kV and three phase transformers will step-up the output of the Pelton units to 115 kV.
33. Water from the Power Station will flow via a tailrace channel to a regulating pond for release into the Nam Kathang River and, via a downstream channel, into the Xe Bang Fai near Mahaxai. After passing through the Gnommalath plain, the water will be diverted through a short tunnel to another channel, which will follow the course of the natural channel of the Nam Phit River.
34. A 138 kilometre double circuit 500 kV transmission line will be constructed as part of the Transmission System for the Project to deliver the electricity generated at the Power Station for supply to EGAT at the EGAT Delivery Point on the border of the Lao PDR and Thailand in the Mekong river near Savannakhet. EGAT will offtake the electricity from that delivery point by way of a new 500 kV transmission line from the delivery point through Mukdahan to Roi Et, which EGAT is to construct in Thailand as part of the EGAT Transmission System in parallel with the construction of the Project.
35. A 115/22kV substation at the Power Station and a 22kV transmission system to deliver electricity to the Resettlement Area on the Nakai Plateau will also be constructed as part of the GOL Transmission Assets for the Project to deliver the electricity generated at the power station to Electricité du Laos (“EDL”).
36. EDL will also offtake up to 15 MW of energy at 22kV from the switchyard of the Power Station via existing and proposed EDL 22kV transmission lines.
37. A SCADA system will be installed to monitor, supervise and control the various elements of the Project. The system will sense reservoir, power house, generator, transformer and tailrace conditions, check them against predefined limits and, if necessary, cause changes to be made in the operations. Relevant parts of this information will be transmitted to the national grid and regional control centres of EGAT and to the Vientiane office of the Company. The Power Station will be able to be operated automatically acting on remote dispatch instructions.
38. The Project will be designed to have a capacity at the EGAT Delivery Point for EGAT of 996 MW at full supply level and 966 MW at minimum operating level (final values to be adjusted in accordance with EGAT PPA). The equivalent capacities at the EDL Delivery Point will be

75 MW. This should allow for an average annual energy supply on a long term basis of 5,636 GWh to EGAT and 300 GWh to EDL, after allowing for Project consumption.

39. Certain roads and bridges will be constructed or improved as part of the Project.
40. Certain of the Construction Works, for example the GOL Transmission Assets, the supply roads, public roads and bridges, will be constructed by the Company as GOL Works and transferred to the GOL on or prior to the GOL Completion Date and thereafter belong to, and be the responsibility of, the GOL.
41. An operators' village will be established for operation and periodic maintenance purposes. The village will provide lodgings for permanent staff.
42. The Construction Works which the Company is permitted to undertake as Preliminary Works during the Preliminary Works Phase may include those preliminary road works, tunnel works, works at the Power Station and tailbay, works at Residence Nam Theun, works at the Contractors villagers and works at Quarry Areas.

Project Land

43. During the Concession Period the GOL is required to give the Company rights of access to, use and possession of Project Land sufficient to enable the Company to exercise its rights and perform its obligations under the Concession and the Concession Agreement. The Company acknowledges in that regard that it has no rights of access to or use or possession of the Project Land except as specifically granted or allowed by the GOL under the Concession Agreement.
44. The Project Land is categorised for this purpose in accordance with the Concession Agreement into Category 1 Project Land, Category 2 Project Land and Category 3 Project Land.
45. Category 1 Project Land is Project Land in respect of which the Company has exclusive rights free of any rights of any other parties. Category 2 Project Land is Project Land in respect of which the Company's rights are to be exercised in common with the rights of other parties permitted to also access and use that Project Land. Category 3 Land, to the extent to which it arises, is to be Project Land in respect of which the Company is to have rights but subject to the dominant rights of others.
46. In order to comply with Lao PDR Law, the GOL will lease the Project Land to the Company pursuant to the Site Leases comprising the Preliminary Construction Phase Lease and the Term Lease to which the relevant provisions of the Concession Agreement will apply.
47. The Company is not permitted to undertake any Construction Works on any land that comprises Project Land or affects or may reasonably be expected to affect any Project Land or is intended by the Company to become Project Land at some future time or demolish or remove any improvements on that land unless the GOL has approved a Baseline Study carried out by the Company on that land to identify and detail the Construction Works to be undertaken on that land, the man made improvements (other than Project Assets) on that land that will be affected by those works and, (where demolition and removal is proposed) those improvements proposed to be demolished and removed, the manner and timing of any such demolition or removal, the persons affected by it and the Company's proposals for compensating those persons.
48. Third parties are not entitled to make any improvements on Category 1 Project Land or land which is intended by the Company to become Category 1 Project Land if the Company has notified the GOL (by a notice given after the Project Commencement Date) that it wishes that

land to become Category 1 Project Land and in that notice has stated its view that if those improvements were made then they would need to be demolished and removed after that land becomes Category 1 Project Land. If nonetheless those improvements are made then the Company is entitled to demolish and remove the improvements concerned if it considers that reasonably necessary for the Project in which event the Company is not obliged to pay any compensation to any person for the consequent loss of those improvements and is protected by the GOL from any claim in respect thereof.

49. Despite the exclusive rights of the Company over the Category 1 Project Land, the Concession Agreement permits the GOL through its personnel, consultants, engineers and other specialists and members of the Dam Safety Review Panel to have access to the Category 1 Project Land for inspection and review purposes. Subject to its compliance with certain requirements, the GOL is also entitled to invite people to visit the Category 1 Project Land for the purposes of viewing the Project.
50. The Company is entitled take reasonable steps to secure the Project Land from intrusions from Trespassers and unwanted fauna and is also entitled to install and maintain a Telecommunications System on the Project Land and to log trees, carry out clearance, use any wood or forestry products and quarry for construction materials on the Project Land in accordance with the requirements and procedures set out in the Agreement.
51. Subject to satisfying certain conditions, the Company is entitled to request the GOL to permit it to use additional Project Land, and to use existing Project Land for additional purposes.

Lao PDR Approvals

52. The GOL is obliged to procure the grant to the Company and any Associated Person, including any Contractor, of all of the Lao PDR Approvals required by the Company or that Associated Person in respect of the Project.
53. The GOL is also required to procure the renewal of any Lao PDR Licence previously held by the Company and any Associated Person and agrees that no Lao PDR Licence will be amended, cancelled or revoked except in accordance with its terms, Lao PDR Law, the Concession Agreement or with the consent of the Company.

Access to Public Roads

54. The Company and all Associated Persons have the right in common with others, and subject to the payment of any charges under the Road Law, to use all public roads in the Lao PDR in order to access the Project Lands and in that regard the GOL is required to make, permit or facilitate the making of temporary road changes to permit the movement of Project Suppliers through the Lao PDR if that is required.

Water Rights

55. The GOL is required to grant free of charge to the Company exclusive Water Rights in respect of the flows of the Nam Theun River, the Xe Bang Fai River, the Nam Phit River and other rivers as specified in the Concession Agreement for the Concession Period in order to enable the Company to exercise its rights and perform its obligations under the Concession Agreement. These Water Rights will comprise:
 - (a) the rights to retain all water flows of the Nam Theun River, arising from its Catchment Area to the Dam Site and to store those water flows in the Reservoir;

- (b) the rights to manage the timing and quantity of retention and of release of all water in the Reservoir;
 - (c) the right to divert water from the Reservoir to the Power Station for the generation of electricity for Project purposes;
 - (d) the rights to release flows from the Power Station into the regulating pond and thereafter into the Nam Khatang River and thereafter into the Xe Bang Fai River, the Downstream Channel and thereafter into the Nam Phit River and thereafter into the Xe Bang Fai River;
 - (e) the rights to alter the natural water flows, levels and riverbank profiles of the Nam Khatang River, the Xe Bang Fai River and the Nam Phit River;
 - (f) the right to release water from the Reservoir into the Nam Theun River downstream of the Dam Site;
 - (g) the right to modify the flows of the Nam Gnom River to the extent necessary to construct the Facility;
 - (h) the right to locally divert minor water courses to the extent necessary to construct the Facility; and
 - (i) the right to impound and modify the flows of the Huay Kharma River.
56. In order to enable the Company to fully utilise and enjoy those Water Rights, the GOL agrees not to do or permit anything to be done in, or in respect of, the flows or levels of the Nam Theun River, its tributaries or in the Catchment Area (whether upstream or downstream of the Reservoir) or the Xe Bang Fai River and the Downstream Channel which could impact on the Project in the manner referred to in the Concession Agreement.
57. The Company agrees to exercise its Water Rights in the manner referred to in the Concession Agreement including, in priority to any other permitted use of the water by the Company, releasing into the Nam Theun River so much of the water from the Reservoir as will enable it to meet its Minimum Riparian Release Measure obligation and its Complementary Release obligations, being the Company Complimentary Release Notice obligation in order to satisfy its environmental release obligations and an environment related GOL Complementary Release Notice obligation, which together are subject to a Complementary Release Total in any period of 12 months of 5 million cubic meters of water, excluding the Minimum Riparian Release Measure and natural spillage at any time of any Reservoir overflow.
58. The Company also agrees that the design of the Project will allow for the taking of water from the Project's regulating pond and Downstream Channel for local irrigation and will permit, free of cost, the taking of that water for irrigation as well as (provided the water is released back into its catchments) water for irrigation from the Nam Theun River and its catchment above the Reservoir and from the Reservoir.
59. The Company is permitted, with the consent of the GOL, to release water from the Reservoir into the Nam Theun River in excess of the NT2 Required Riparian Release to assist any person at its request to generate electricity in the Lao PDR and to charge for that release provided that release will not cause the Company to be in breach of its obligations under the Concession Agreement.

Payments, Taxes and Resource Usage Charges

60. The parties acknowledge that in return for the grant by the GOL to the Company of the Concession and to partially reimburse the GOL for moneys expended by it to facilitate the Concession Agreement and to compensate it for loss of future benefits from land, timber, mineral, ecotourism and other assets or resources arising from the grant of the Concession and to compensate it for any residual unrecovered development or predevelopment expenditure, the Shareholders Agreement will provide for the Company to pay the GOL, a predetermined amount of USD 30,000,000.
61. The Concession Agreement sets out the Taxes which will apply to the Company and the Contractors, and their respective personnel, in respect of their respective Project Activities.
62. The Company is exempted from several Lao PDR Taxes.
63. All amounts payable by the GOL to the Company as compensation on any termination of the Concession Agreement are also exempted from any Taxes other than compensation in the form of Generating Revenues to which the Resource Usage Charges and Profit Tax will still apply.
64. Contractors who are Project Operators are exempted from several taxes and duties.
65. Relevant Foreign Contractors, i.e. those Foreign Contractors who are not Project Operators, are exempted from taxes and duties from which the Company is exempted.
66. The Company is required to pay Profit Tax in each Taxing Year in arrears in quarterly instalments.
67. For the purposes of producing their periodical financial statements the Company, the Principal Project Operator and the Foreign Contractors are entitled to maintain their accounting books in Dollars and in accordance with International Accounting Standards and must have those audited by international auditors.
68. The Company is required to pay a Resource Usage Charge on its Generating Revenues in each year of the Concession Period. subject to any adjustment in those rates in the form of:
 - (a) a reduction made in order to enable the Company to be paid out compensation due from the GOL in respect of any Change in Lao PDR Law or prolonged Force Majeure in the nature of a Lao Sovereign Event; or
 - (b) an increase made in order to enable the Company to compensate the GOL for the benefit of a Change in Lao PDR Law.
69. Changes in the Taxes applicable under the Concession Agreement will be treated as a Change in Lao PDR Law.

Change in Lao PDR Law Protection

70. The parties agree that the Lao PDR Law in force at any time, including as a result of any Change in Lao PDR Law, will apply to and be binding on the Project, the GOL, the Company, the Contractors and its and their personnel unless the Concession Agreement provides otherwise.

71. If there is any Change in Lao PDR Law which directly results in the Project Income of the Company being reduced or its Project Costs being increased then, subject to that impact being more than certain thresholds (as adjusted by a US CPI formula each time a claim is made), the Company is entitled to relief from the GOL either in the form of a reversal or negation of that Change in Lao PDR Law or the payment of a Company Change in Law Compensation Amount paid either by direct payments or through a reduction in the Resource Usage Charges otherwise payable by it, subject to certain conditions set out in the Concession Agreement.
72. If as a consequence of a Change in Lao PDR Law the Project Income of the Company would be increased or its Project Costs decreased then, subject to that impact being more than the thresholds referred to in 71 above, the GOL is entitled to be compensated by the Company by way of the Company paying a GOL Change in Law Compensation Amount either by direct payments or through an increase in the Resource Usage Charges.

Supply of Electricity to EGAT and EDL

73. The Concession Agreement expressly permits the Company to sell generating capacity and electricity to EGAT pursuant to the EGAT Power Purchase Agreement and to EDL pursuant to the EDL Power Purchase Agreement and prohibits the Company from entering into any other agreement with any person relating to the supply of electricity generated by the Project except as otherwise permitted under the Concession Agreement if the EGAT Power Purchase Agreement or the EDL Power Purchase Agreement is terminated.
74. The Concession Agreement regulates the manner in which the Company can modify, vary or amend or replace the EGAT Power Purchase Agreement, including its replacement by a New Power Purchase Agreement if that is required as a consequence of the introduction of a power pool in Thailand and/or the reorganisation of EGAT or because of the EGAT Power Purchase Agreement being terminated prior to its expiry for reasons other than a Company default.
75. The buy out rights and obligations of the GOL under the Concession Agreement and EGAT under the EGAT Power Purchase Agreement are to be adjusted by provisions scheduled to the GOL Undertaking and by the Buy Out Coordination Arrangements.
76. The GOL agrees upon request of the Company to issue and deliver the GOL Undertaking for delivery to EGAT as required under the EGAT Power Purchase Agreement. The GOL Undertaking will contain various undertakings from the GOL to EGAT (including as to the enforceability of EGAT's step-in rights and buy out rights and obligations under the EGAT Power Purchase Agreement) and a Schedule to adjust the buy out rights and obligations of the GOL under the Concession Agreement and EGAT under the EGAT Power Purchase Agreement.

Transmission System

77. The sale of electricity to EGAT will be effected through the Transmission System for delivery to EGAT at the EGAT Delivery Point. The ownership and responsibility for the Transmission System will remain with the Company during the Concession Period unless as contemplated in the Concession Agreement the Company agrees, at the GOL's request and subject to the terms agreed between them at the time, to the Transmission System:
 - (a) being used during the Operating Phase by others as part of the Lao PDR National Grid System, but still under the ownership and responsibility of the Company;

- (b) being upgraded during the Operating Phase to increase its capacity in anticipation of it being incorporated into the Lao PDR National Grid System or to meet the GOL's long term planning requirements; and/or
 - (c) being transferred after the Financing Phase to the GOL or a GOL nominated Government Authority at a price to be agreed having regard to its written down residual value.
78. The Company and the GOL may also agree, again at the GOL's request and on such terms as may be agreed, to the Company building as part of the Facility an interconnection of up to 100 MVA capacity between the 115 kV line comprising part of the GOL Transmission Assets and the Transmission System, it being also agreed in the Concession Agreement that the Company must comply at its own cost with the GOL's request in that regard if it is made during the last 2 years of the Concession Period and that, in any event, no connection will be made between the 115 kV line and the Transmission System without EGAT's consent.

Lao Preference

79. The Concession Agreement sets out, as the Lao Preference Requirements for the Project, requirements for the acquisition, use and vocational training of Lao Persons as labour for the Project and the acquisition and use of the Lao Supplies for the Project Supplies for the construction and operation of the Project.
80. The Company is required to implement and comply with the Lao Preference Requirements from the commencement of the Preliminary Construction Phase to the end of the Concession Period and is obliged to ensure that each Contractor similarly implements and complies with them during that time.

Project Labour

81. The Concession Agreement sets out the rights of the Company and the Associated Persons to engage and employ, subject to all Labour Laws and Immigration Laws, labour and personnel to enable the Company to exercise its rights and perform its obligations under the Concession Agreement.

Project Supplies

82. The Concession Agreement sets out the rights of the Company and the Associated Persons to acquire and use Project Supplies, subject to the Trade and Custom Laws, to enable the Company to exercise its rights and perform its obligations under the Concession Agreement, subject to the Lao Preference Requirements.
83. These rights include the right to acquire and use, import into, move within, export from and sell in the Lao PDR the Project Supplies which the Company and the Associated Persons are permitted to acquire and use for the purposes of the Project.
84. Designated Border Access Points will be established for processing the import and export of Project Supplies.

Foreign Bank Accounts

85. The Concession Agreement entitles the Company to open and maintain:

- (a) Dollar and Baht bank accounts in England, Singapore and/or Thailand and (if approved by the GOL) in any other Foreign Country; and
- (b) Kip, Dollar and Baht accounts in the Lao PDR

but, if required by Lao PDR Law, only with such banks as are approved for that purpose by the Bank of Lao PDR

86. The Company is entitled to deposit all equity, Project Income and other monies it receives into those accounts and to pay all Project Costs, Taxes, Resource Usage Charges, amounts payable to Financiers, Project Distributions and payments into other permitted accounts out of them.
87. The Contractors and the Financiers, and the personnel of the Company and the Contractors, are also entitled to open and maintain bank accounts in Kip, Baht and Dollars in the Lao PDR (but, if required by Lao PDR Law, only with such banks as are approved for that purpose by the Bank of Lao PDR) and to make deposits into and withdrawals from those accounts.
88. Where any right enjoyed by the Company or any Associated Person or their personnel as referred to above requires the approval of the Bank of Lao PDR then the GOL agrees that it will procure that the Bank of Lao PDR promptly provides that.
89. If at the request of the GOL made after the Financing Phase an Expert determines that the Lao PDR banking system and the Lao PDR Laws governing its operations are at least as effective and sound as those in either Singapore or England at the date on which Concession Agreement is signed then the accounts of the Company referred to above shall be required to be opened in the Lao PDR.

Dam Safety Review Panel

90. A Dam Safety Review Panel with up to 3 expert members will be established as the body responsible for determining whether, in the context of the safety of the Facility, the downstream areas of the Nam Theun River and Xe Bang Fai River and the Catchment Area, the requirements of the World Bank's Dam Safety Policy (as in force on the date the Concession Agreement is signed) have been implemented from time to time.
91. The procedures for the Dam Safety Review Panel, including the extent to which its comments and recommendations are binding on the Company, are set out in the Concession Agreement.

Environmental and Social Issues

92. The GOL and the Company acknowledge and agree that as a result of the GOL granting the concession to the Company and the subsequent construction and operation of the Project there will be environmental and social Project Impacts in the Lao PDR and that the Company will be responsible for addressing and alleviating or remedying those Project Impacts at its cost to the reasonable satisfaction of the GOL in accordance with the Concession Agreement.
93. The Concession Agreement also acknowledges that certain Environmental and Social Plans have been developed and agreed to by the GOL and the Company for the purpose of identifying those Project Impacts in the form of:
- (a) the Environmental Assessment and Management Plan;
 - (b) the Resettlement Action Plan; and

- (c) the Social and Environmental Management Framework and Operational Plan.
94. The Company represents and warrants to the GOL with regard to the Environmental Assessment and Management Plan and the Resettlement Action Plan including that they have been professionally created by duly qualified consultants and experts and that to the Company's best knowledge they contain a complete and accurate overview of the reasonably foreseeable Project Impacts to the physical, biological and social environment and are not misleading in any respect.
95. The GOL represents and warrants to the Company with regard to the Social and Environmental Management Framework and Operational Plan including that it is not inconsistent with all applicable Lao PDR Laws nor with the World Bank Guidelines.
96. Schedule 4 to the Concession Agreement, *the contents of which is publicly available*, sets out the environmental and social obligations of the Company and comprises an introduction part and then:
- (a) a Part 1, the social component (other than for Downstream Areas), which deals with the social and resettlement objectives of the Project outside the Nam Theun 2 Watershed Area to be implemented by the GOL and the Company, and to be funded by the Company;
 - (b) a Part 2, the environment component, which deals with the environmental objectives of the Project outside the Nam Theun 2 Watershed Area to be implemented by the Company and the GOL, and to be funded by the Company;
 - (c) a Part 3, the Nam Theun 2 Watershed area component, which deals with the social and environmental objectives of the Project in the Nam Theun 2 Watershed Area to be implemented by the GOL, and to be funded by the Company; and
 - (d) a Part 4, the social component (Downstream Areas), which deals with the parties' obligations in respect of Project Affected Persons in the Downstream Areas.
97. All of the mitigation and compensation measures set out in Parts 1, 2, 3 and 4 of Schedule 4 constitute Environmental and Social Objectives for the purposes of the Concession Agreement.
98. The Company represents and warrants to the GOL that, as at the date of the Concession Agreement, the Environmental and Social Objectives reasonably mitigate against or compensate for reasonably foreseeable Project Impacts and agrees with the GOL that its liability for any breach of that representation and warranty shall not be limited in any way and may be enforced through the Consultation and Dispute Procedures, but that such breach shall not constitute a Termination Event.
99. The Company agrees under the Concession Agreement to comply with and implement at its own cost those of the Environmental and Social Objectives set out in Schedule 4 which are expressed to be the activities and obligations for which it is responsible except where the Concession Agreement permits the GOL to implement any of those Environmental and Social Objectives in which event the Company's obligation is to provide the funding for that objective to the extent required.
100. The Company's obligations to comply with the Environmental and Social Objectives are limited either by cost to a Schedule 4 Budgeted Limit as shown in Schedule 4 to the

Concession Agreement or are not limited by cost, the Environmental and Social Objectives which are activities or obligations of the Company expressed to be limited by cost being referred to also in the Concession Agreement as Limited by Cost Environmental and Social Objectives with the remainder, whether or not there is an amount specified alongside that Environmental and Social Objective in Schedule 4, being also referred to as Limited by Scope Environmental and Social Objectives.

101. The Company represents and warrants to the GOL that, as at the date of the Concession Agreement, the amount specified alongside those Limited by Cost Environmental and Social Objectives in Schedule 4 constitute to the best of its knowledge a bona fide, complete and accurate assessment by the Company of the reasonably foreseeable cost of implementing the Environmental and Social Objectives and agrees with the GOL that a breach of that representation and warranty will constitute a breach by the Company of its obligations under the Concession Agreement for which the Company may be liable to the GOL in damages under the Consultation and Dispute Procedures, but that such breach shall not constitute a Termination Event.
102. If the cost to the Company of implementing an Environmental and Social Objective, which is limited to a Schedule 4 Budgeted Limit, would exceed its Schedule 4 Budgeted Limit then the Company nonetheless is obliged to implement that objective if its overrun cost, when aggregated with the overrun cost of any other Environmental and Social Objective which is limited to a Schedule 4 Budgeted Limit, would not exceed the aggregate Overrun Allowance.
103. If the cost to the Company of implementing an Environmental and Social Objective is not limited by a Schedule 4 Budgeted Limit then, notwithstanding that for internal budgeting purposes there may be an amount specified alongside that Environmental and Social Objective in Schedule 4, the Company is obliged to fund the implementation of that Environmental and Social Objective to its completion notwithstanding the fact that the actual cost to the Company of that implementation exceeds that internal budgeted amount.
104. The Company is obliged, where the amount of any Schedule 4 Budgeted Limit is not exceeded by the Company in its achievement of the Limited by Cost Environmental and Social Objective to which it relates, to allocate the resulting Schedule 4 Budgeted Limit Underrun Amount, having regard to any requested allocation reasonably made by the GOL, towards the cost of funding and/or implementing another Limited by Cost Environmental and Social Objective the achievement of which is or is reasonably expected to be greater than its Schedule 4 Budgeted Limit.
105. The obligations of the Company in relation to its Environmental and Social Objectives are to be secured in part by an Environmental and Social Objectives Letter of Credit.
106. The Concession Agreement also acknowledges that Unanticipated Project Impacts may occur, being unintended and unforeseen impacts at the date of signing of the Concession Agreement, and obliges the Company to remedy those Unanticipated Project Impacts, or in accordance with the Concession Agreement, permits the GOL to do so under the funding of the Company, subject to the Company's overall aggregate limit of liability for the uninsured costs of those Unanticipated Project Impacts not exceeding the amount of USD10,000,000, as adjusted by the Escalation Formula.
107. The obligations of the Company in relation to the Unanticipated Project Impacts are to be secured in part by an Unanticipated Project Impacts Letter of Credit.
108. All Environmental Insurance Proceeds paid under Project Insurances covering any breach by the Company of its obligations under the Concession Agreement or any environmental event

which are paid to the Company in circumstances where that breach or event has either materially affected the performance by the Company or the GOL of an Environmental and Social Objective to which a Schedule 4 Budgeted Limit applies or caused an Unanticipated Project Impact to arise or be exacerbated are required to be applied by the Company to remedy that breach or event or Unanticipated Project Impact without reducing the Unanticipated Project Impacts Limit or limiting the GOL's rights in respect of the Overrun Allowance, the Environmental and Social Objectives Letter of Credit or the Unanticipated Project Impacts Letter of Credit.

109. The Concession Agreement provides that the Company is responsible, applying Good Design, Engineering and Construction Practices, for surveying for, detecting and where detected, rendering safe by removal and destruction or by in situ destruction UXOs located on or in:
- (a) those parts of the Project Land for as long as the Company and the Associated Persons are active in exercising, directly or indirectly, the rights and/or meeting the obligations of the Company pursuant to the Concession Agreement; and
 - (b) the Resettlement Area, except for the areas agreed between the GOL and the Company as a Subsequent Condition as being a Community Forest Area (in respect of which the Company has separate obligations in respect of UXOs in the Community Forest Area in Schedule 4)

and that neither the Company nor any Associated Person are responsible to the GOL or any other Government Authority or its agents, personnel or invitees in respect of UXOs in those parts of the Project Land and where the Company has satisfied that obligation or where the Project Land has ceased to be the Project Land or in any other parts of the Project Land.

110. Neither the GOL nor its employees, servants or agents have any responsibility to the Company or any Associated Person or to any of its or their invitees or to any trespassers in respect of any UXOs in any part of the Project Lands or the Resettlement Area.
111. On termination of the Concession Agreement for:
- (a) a failure to achieve the GOL Project Completion Date due to the Company or, if occurring prior to the GOL Project Completion Date;
 - (b) the failure of the Company to pay extension payments due in respect of any agreement to reconstruct, rectify or replace the Facility following damage due otherwise than to Force Majeure, a GOL default or a GOL Termination Event; or
 - (c) a Company Termination Event

the GOL is obliged to implement and give effect to the Resettlement Termination Obligations up to the Resettlement Termination Obligations Limit of USD1,000,000 as escalated by the Escalation Formula, the Company being obliged in that case to fund all amounts payable by the GOL in respect of those Resettlement Termination Obligations up to the Resettlement Termination Obligations Limit and to secure its obligations in that regard by procuring the issue of a Resettlement Termination Obligations Letter of Credit.

Panel of Experts

125. A Panel of Experts with up to 3 expert members will be established as the body responsible for facilitating the ongoing independent review and guidance on the:

- (a) mitigation and remedying of Project Impacts;
 - (b) implementation of each party's obligations under the Environmental and Social Objectives;
 - (c) amelioration and remedying of Unanticipated Project Impacts; and
 - (d) appropriateness and relevance of the Environmental and Social Objectives.
126. The procedures for the Panel of Experts, including the extent to which its comments and recommendations are binding on the Company, are set out in the Concession Agreement.

International Issues

127. The Concession Agreement provides that any change without the consent of the Company in the EGAT Delivery Point for the delivery of electricity to EGAT under the EGAT Power Purchase Agreement will be deemed to be a Change in Lao PDR Law and subject to the Change in Lao PDR Law compensation provisions in the Concession Agreement to the extent to which they apply.
128. The Company agrees that neither it nor any Associated Person will negotiate the terms of any border issues between the Lao PDR and Thailand or any international arrangements relating to the EGAT Delivery Point with the Royal Thai Government without the prior consent of the GOL.

Project Insurances

129. The Concession Agreement requires the Company to take out Project Insurances if such insurances are available upon commercially reasonable terms. The Project Insurances are to be for such amounts as shall be reasonable for the Company to obtain having regard to Good Design, Engineering and Construction Practices and Good Operating Practices. The Concession Agreement also sets out the manner in which, following any claim, the Insurance Proceeds, including any Environmental Insurance Proceeds, may be applied by the Company.

GOL Engineer

130. The Concession Agreement provides for the appointment by the GOL of the GOL Engineer and the functions and funding of the GOL Engineer's costs as set out in the Concession Agreement and the GOL Engineer Funding Agreement already made between EDFI, EGCO and ITD and the GOL, to which the Company is to become a party.

Force Majeure

131. The occurrence of any Force Majeure and its impact on the affected obligations of the GOL or the Company are addressed in the Concession Agreement, which categorises Force Majeure into specified Non Sovereign Events and Lao Sovereign Events, with Lao Sovereign Events being further divided into Category 1 Lao Sovereign Events and Category 2 Lao Sovereign Events.
132. The procedures for claiming Force Majeure are set out in the Concession Agreement, including a procedure for determining whether damage or destruction to the Project caused by Force Majeure can be remedied by reconstruction, rectification or replacement by the Company.

133. The Concession Agreement requires the GOL to compensate the Company for the consequences of any Lao Sovereign Event occurring during the Concession Period by the payment of a Lao Sovereign Event Compensation Requirement.
134. Where the Lao Sovereign Event is a Category 1 Lao Sovereign Event, the GOL is entitled to elect to pay that Lao Sovereign Event Compensation Requirement to the Company by way of a reduction in the Resource Usage Charge and/or a direct payment. Where the Lao Sovereign Event is a Category 2 Lao Sovereign Event, the GOL is required to pay the requirement to the Company by way of a direct payment unless the Company in its discretion permits the GOL to pay that requirement by way of a Resource Usage Charge reduction.
135. The Concession Agreement permits termination for Force Majeure in certain circumstances, including the continuation of a Lao Sovereign Event, the continuation of a Non Sovereign Event and any reconstruction, rectification or replacement not being possible subject, in the case of any termination for a Lao Sovereign Event, to the adjustments made by the provisions scheduled to the GOL Undertaking and the Buy Out Coordination Arrangements.
136. Termination for Lao Sovereign Events requires the GOL to pay compensation to the Company calculated in accordance the Concession Agreement.

Damage not due to Force Majeure

137. Where any part of the Project is damaged or destroyed for reasons other than Force Majeure or a GOL default, the Concession Agreement provides a procedure within which the Company can reconstruct, rectify or replace the damage or destruction.
138. If the GOL and the Company agree that such a reconstruction, rectification or replacement is possible then the Company will be able proceed to carry out the required works provided it pays certain daily extension payments to the GOL during the period of the remedial works.
139. The extension payments are to be secured to the GOL in part by a Restoration Letter of Credit.

Termination

140. Termination of the Concession Agreement can arise as a consequence of:
 - (a) the non-occurrence of the Project Commencement Date or the Construction Phase Commencement Date;
 - (b) the failure of the Company to achieve the GOL Project Completion Date or to pay extension payments in respect of a period for the restoration of damage or destruction to the Project not due to Force Majeure, a GOL default or a GOL Termination Event;
 - (c) the occurrence of a Force Majeure;
 - (d) the occurrence of a Company Termination Event;
 - (e) the occurrence of a GOL Termination Event;
 - (f) the occurrence of a General Termination Event; or
 - (g) the expiry of the Concession Period at the end of its natural term.

141. The Concession Agreement provides for the consequences of each type of termination.
142. In the case of the non-occurrence of the Project Completion Date, each party will cease to have rights against the other and the Company will surrender the Lao PDR Approvals issued to it but there will be no other transfer of Project Assets.
143. In the case of the non-occurrence of the Construction Phase Commencement Date, the same situation will apply as for the non occurrence of the Project Commencement Date but in addition the Company will be required to transfer the Preliminary Works free of charge to the GOL with the Company's obligations in that regard being secured through the Preliminary Works Termination Works Letter of Credit.
144. In the case of termination for:
- (a) a failure by the Company to achieve the GOL Project Completion Date due to the Company;
 - (b) a failure by the Company to pay extension payments in respect of a period for the restoration of damage or destruction to the Project not due to Force Majeure, a GOL default or a GOL Termination Event;
 - (c) a Company Termination Event;
 - (d) a Non Sovereign Event; or
 - (e) a General Termination Event,
- the GOL will be entitled at its discretion to require the Company to transfer to it the Project and the Project Assets upon payment of a compensation amount calculated in accordance with the Concession Agreement, if not, the Company will retain the Project and the Project Assets for a further 2 years during which time the Company, the Financiers or EGAT under the Financing Documents or the EGAT Security Documents, as the case may be, will be entitled to dismantle, demolish and/or remove, whether for sale, export or otherwise, the whole or any part of the Project and the Project Assets.
145. In the case of termination for a Lao Sovereign Event or a GOL Termination Event, the GOL will be required to compensate the Company in accordance with the Concession Agreement in which case the Company will then be required to transfer the Project and the Project Assets to the GOL. There is also a GOL's obligation to compensate the Company where EGAT is obliged to acquire the Generator Assets on a termination of the EGAT PPA but is frustrated from doing so by actions of the GOL.
146. The procedures referred to above are subject to the terms of the adjustment provisions scheduled to the GOL Undertaking and the Buy Out Coordination Arrangements. The Concession Agreement permits any Sale of the Project by the Company to a third party of the Concession Agreement with the procedures under the EGAT PPA and the GOL Undertaking for an acquisition of the Generator Assets by the EGAT Designated Assignee. The Concession Agreement provides also for the transfer of the Project Assets to the GOL on a termination of the Concession Agreement with the procedures under the GOL Undertaking for an acquisition of the EGAT PPA by the GOL Designated Assignee.
147. In the case of the Concession Period expiring at the end of its natural term, the Company is required, free of compensation from the GOL, to transfer the Project and the Project Assets.

148. The Concession Agreement provides for certain obligations to be performed on or in respect of:
- (a) the expiry of the Concession Period at the end of its natural term, being in that case obligations of the Company to carry out and implement a specified Pre-termination Inspection and Overhaul Programme; and
 - (b) the termination of the Concession Agreement prior to the occurrence of the GOL Completion Date for the failure by the Company to achieve the GOL Project Completion Date due to the Company, the failure by the Company to pay extension payments in respect of a period for the restoration of damage or destruction to the Project (not due to Force Majeure, a GOL default or a GOL Termination Event) or a Company Termination Event, being in that case obligations of the Company to carry out certain making good and other activities as well as obligations of the GOL to carry out the Resettlement Termination Obligations activities to be performed by the GOL but funded by the Company through the Resettlement Termination Obligations Letter of Credit procured by the Company.
149. The payment of any award against the Company following the resolution of any Dispute under the Consultation and Dispute Resolution Procedures after the termination of the Concession Agreement will be secured in part by a Termination Letter of Credit.

Consultation and Dispute Resolution

150. The GOL and the Company agree to resolve any Disputes arising in respect of the Concession Agreement in accordance with the Consultation and Dispute Procedures set out in the Concession Agreement being by way of:
- (a) the Consultation and Dispute Committee;
 - (b) an Expert; or
 - (c) arbitration in Singapore in accordance with the UNCITRAL Arbitration Rules with the Chairman of the Singapore International Arbitration Centre or his appointee being the Appointing Authority.
151. The rights of the parties to resort to the courts is limited to the situations set out in the Concession Agreement, including the enforcement against the GOL of any award or determination in accordance with the GOL Recovery Procedures set out in the Concession Agreement.
152. The GOL agrees that its obligations under the Concession Agreement are private and commercial in nature, rather than public or governmental, and agrees to waive in accordance with the Concession Agreement its rights to claim any immunity that it may be entitled to claim for itself or any of its assets in respect of any legal or arbitral proceedings or any award or judgment, or the enforcement of any award or judgment against it in the Lao PDR or in any permitted foreign jurisdictions.
153. The GOL agrees not to terminate or suspend the Lao PDR's accession to the New York Convention, and agrees to implement the New York Convention in accordance with its original accession to that treaty and Lao PDR Law.

154. The GOL also agrees that those Lao PDR Courts having the jurisdiction will adopt awards made under the Consultation and Dispute Procedures and enforce those in the Lao PDR in accordance with the GOL Recovery Procedures set out in the Concession Agreement.
155. The GOL and the Company also agree, in the case of the GOL for itself and all other Government Authorities, that it has no right to initiate any Disputative Proceedings to restrain or impede the initiation, maintenance or prosecution by the other of any proceedings to resolve any Dispute or enforce any award in accordance with the Consultation and Dispute Procedures and will not initiate or prosecute any such Disputative Proceedings or cause, incite or direct, whether directly or indirectly, any third party to do so or financially support any third party doing so or proposing to do so.

Transfer of Concession Agreement

156. The terms of the Concession Agreement restrict the Company from selling or granting any security interest over the Concession Agreement without the GOL's consent, subject to certain exceptions in favour of the Financiers under the Financing Documents, EGAT under the EGAT Power Purchase Agreement and any party to a New Power Purchase Agreement in respect of sales or security interests permitted in accordance with the relevant Direct Agreement.
157. Any Sale permitted in accordance with the Concession Agreement is required to be effected by the signing of an Assignment, Assumption and Release Agreement.
158. The GOL is not permitted to sell or otherwise dispose of its interest in the Concession Agreement but may, subject to certain conditions, deal as it thinks fit with its rights to receive payments under the Concession Agreement from the Company.

Governing Law

159. The governing law of the Concession Agreement is Lao PDR Law unless Lao PDR Law is found to be wholly silent on the issues in question, or so inadequate as to preclude the making of any reasonable finding on the issue in question, in which event English law will apply to interpret that provision.

NTPC