

Z A K O N

O POTVRĐIVANJU UGOVORA O ZAJMU ZA KREDIT ZA POVLAŠĆENOG KUPCA ZA PROJEKAT MOST ZEMUN - BORČA SA PRIPADAJUĆIM SAOBRAĆAJNICAMA, IZMEĐU VLADE REPUBLIKE SRBIJE KAO ZAJMOPRIMCA I KINESKE EXPORT- IMPORT BANKE KAO ZAJMODAVCA

Član 1.

Potvrđuje se Ugovor o zajmu za kredit za povlašćenog kupca za Projekat most Zemun - Borča sa pripadajućim saobraćajnicama, između Vlade Republike Srbije kao Zajmoprimca i kineske Export-Import banke kao Zajmodavca, zaključen 14. jula 2010. godine u Beogradu, u originalu na engleskom jeziku.

Član 2.

Tekst Ugovora o zajmu za kredit za povlašćenog kupca za Projekat most Zemun - Borča sa pripadajućim saobraćajnicama, između Vlade Republike Srbije kao Zajmoprimca i kineske Export-Import banke kao Zajmodavca, u originalu na engleskom jeziku i u prevodu na srpski jezik glasi:

NO.: PBC (2010) 20 Total 127

PREFERENTIAL BUYER CREDIT LOAN AGREEMENT
On the Zemun-Borca Bridge and the Accompanying Roads
Project

BETWEEN

The Government of the Republic of Serbia
as Borrower

AND

The Export-Import Bank of China
as Lender

DATED July 14, 2010

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THIS PREFERENTIAL BUYER CREDIT LOAN AGREEMENT

(the "Agreement") is made on the day of July 14, 2010.

BETWEEN

The Government of the Republic of Serbia (hereinafter referred to as the "**Borrower**"), represented by Ms Diana Dragutinovic, the Minister of finance on behalf of the Government as the representative of the Republic of Serbia, having its seat at 11 Nemanjina Street, 11000 Belgrade, Serbia;

The Borrower's competent authority for the execution of this Agreement is the Ministry of Finance;

AND

THE EXPORT-IMPORT BANK OF CHINA (hereinafter referred to as the "**Lender**"), having its registered office at No. 30, Fuxingmennei Street, Xicheng District, Beijing 100031, China.

WHEREAS:

(A) On August 20, 2009, the Government of the People's Republic of China and the Government of the Republic of Serbia entered into Agreement on Economical and Technical Cooperation in the field of Infrastructure (hereinafter referred to as "Agreement on Economical and Technical Cooperation"), which enforced from June 25, 2010.

(B) The Borrower has requested that the Lender make available a loan facility of up to US Dollar Two Hundred Seventeen Million and Four Hundred Thousand only (US\$217,400,000) to the Borrower for the financing needs under the Commercial Contract (as defined in Article 1);

(C) Ministry for National Investment Plan of the Republic of Serbia (hereinafter referred to as the "**Employer**") and City of Belgrade (hereinafter referred to as the "**Beneficiary**"), and China Road and Bridge Corporation (hereinafter referred to as the "**Contractor**") have entered into on April 15, 2010 the Contract for Design and Execution of Works of the Construction of the Zemun-Borca Bridge with the Accompanying Roads (hereinafter referred to as the "**Commercial Contract**") for the purpose of the implementation of the Project (as defined in Article 1).

NOW THEREFORE, the Borrower and the Lender hereby agree as follows:

ARTICLE 1 DEFINITIONS

Where used in this Agreement, unless the context otherwise requires, the following terms have the following meanings:

- 1.1 “**Account Bank of the Lender**” means the Export-Import Bank of China.
- 1.2 “**Agreement**” means this preferential buyer credit loan agreement and its appendices and any amendment to such agreement and its appendices from time to time upon the written consent of the parties.
- 1.3 “**Availability Period**” means the period commencing on the date on which this Agreement becomes effective and ending on the date falling 36 months thereafter, during which time all the disbursements shall be made in accordance with the stipulations of this Agreement.
- 1.4 “**Banking Day**” means a day on which banks are open for ordinary banking business in Beijing, including Saturdays and Sundays on which banks are open for business as required by the provisional regulations of China, but excluding the legal festivals and holidays of China and Saturdays and Sundays falling out of the aforesaid regulations, and the day on which banks are open for ordinary banking business in Belgrade, excluding Saturdays and Sundays and public holidays in accordance with the provisions of the relevant laws in the Republic of Serbia.
- 1.5 “**China**” means the People’s Republic of China.
- 1.6 “**Commitment Fee**” means the fees calculated and paid in accordance with Article 2.2 and Article 2.7.
- 1.7 “**Commercial Contract**” means, the Contract for Design and Execution of Works of the Construction of the Zemun-Borca Bridge with the Accompanying Roads for the purpose of the implementation of the Project entered by and between the Ministry for National Investment Plan of the Republic of Serbia, City of Belgrade and China Road and Bridge Corporation on April 15, 2010 with the total amount of US Dollar Two Hundred and Fifty-five Million only (US\$255,000,000), according to the Commercial Contract, this amount does not include the value added tax, levies and customs duties.
- 1.8 “**Disbursement**” means the advance of the Facility made in accordance with Article 3 of this Agreement.
- 1.9 “**Event of Default**” means any event or circumstance specified as such in Article 7.
- 1.10 “**Facility**” has the meaning set forth in Article 2.1.
- 1.11 “**Final Repayment Date**” means the date on which the Maturity Period expires.
- 1.12 “**First Repayment Date**” means the first repayment date of principal and interest after the maturity of the Grace Period.
- 1.13 “**Grace Period**” means the period commencing on the date on which this Agreement becomes effective and ending on the date 36 months after the date on which this Agreement becomes effective, during which period only the interest and no principal

is payable by the Borrower to the Lender. The Grace Period includes the Availability Period.

1.14 **"Interest Payment Date"** means the 21st day of January and the 21st day of July in each calendar year and the Final Repayment Date.

1.15 **"Irrevocable Notice of Drawdown"** means the notice issued in the form set out in Appendix 5 attached hereto.

1.16 **"Loan"** means the aggregate principal amount disbursed and from time to time outstanding under the Facility.

1.17 **"Management Fee"** means the fees calculated and paid in accordance with Article 2.2 and Article 2.6.

1.18 **"Maturity Period"** means the period commencing on the date on which this Agreement becomes effective and ending on the date falling 216 months thereafter, including the Grace Period and the Repayment Period.

1.19 **"Notice of Effectiveness of Loan Agreement"** means a written notice in the form set forth in Appendix 9 attached hereto, in which the effective date of this Agreement shall be specified.

1.20 **"Project"** means Construction of the Zemun-Borca Bridge with the Accompanying Roads.

1.21 **"Borrower's Country"** refers to the country where the Borrower locates, i.e., Republic of Serbia.

1.22 **"Repayment Date of Principal and Interest"** means each Interest Payment Date and the Final Repayment Date.

1.23 **"Repayment Period"** means the period commencing on date on which the Grace Period expires and ending on the Final Repayment Date.

1.24 **"Repayment Schedule"** means the schedule showing the dates and amounts of repayments of the Loan set forth in Appendix 10 attached hereto.

1.25 **"US Dollar"** or **"US\$"** means the lawful currency for the time being of the United States of America.

ARTICLE 2 CONDITIONS AND UTILIZATION OF THE FACILITY

2.1 Subject to the terms and conditions of this Agreement, the Lender hereby agrees to make available to the Borrower a loan facility (hereinafter referred to as the "Facility") in an aggregate principal amount not exceeding Two Hundred Seventeen Million and Four Hundred Thousand US Dollar only (US\$ 217,400,000). In any case, the Lender shall not bear any foreign exchange risk due to changing of exchange rate between US Dollar and any other currency.

2.2 The rate of interest applicable to the Loan shall be three percent (3%) per annum. The rate applicable to the Management Fee shall be one percent (1%). The rate applicable to the Commitment Fee shall be zero point seventy-five percent (0.75%) per annum.

2.3 The Maturity Period for the Facility shall be 216 months, among which the Grace Period shall be 36 months and the Repayment Period shall be 180 months.

2.4 The entire proceeds of the Facility shall be applied by the Borrower for the sole purpose of the payment of approximately eighty-five percent (85%) of the Commercial Contract amount and cannot be used for the purpose of financing the costs of taxes, customs and other duties in the Borrower's Country.

2.5 The goods, technologies and services purchased by using the proceeds of Facility shall be purchased from China preferentially according to the Commercial Contract.

2.6 The Borrower shall pay to the Lender a Management Fee on the aggregate amount of the Facility equal to two million one hundred and seventy-four thousand US Dollar (US\$2,174,000) in one lump within thirty (30) days after this Agreement becomes effective but not later than the first Disbursement Date in any case, which amount shall be calculated at the rate set forth in Article 2.2. The Management Fee shall be paid to the account designated in Article 4.4.

2.7 During the Availability Period, the Borrower shall pay semi-annually to the Lender a Commitment Fee calculated at the rate set forth in Article 2.2 on the undrawn and uncanceled balance of the Facility. The Commitment Fee shall accrue from and including the date falling 30 days after the date on which this Agreement becomes effective and shall be calculated on the basis of the actual number of days elapsed and a 360 day year. The Commitment Fee shall accrue on a daily basis and be paid in arrears to the account designated in Article 4.4 on each Interest Payment Date.

ARTICLE 3 DISBURSEMENT OF THE FACILITY

3.1 The first disbursement is subject to the satisfaction of the conditions precedent set out in Appendix 1 attached hereto (or such conditions precedents have been waived by the Lender in writing).

3.2 In relation to each disbursement after the first disbursement, besides the satisfaction of the conditions set forth in Article 3.1, such disbursement shall also be subject to the satisfaction of the conditions set out in Appendix 2 attached hereto.

3.3 The Availability Period may be extended, provided that an application for such extension is submitted by the Borrower to the Lender thirty (30) days prior to the end of the Availability Period and such application is approved by the Lender. The Lender's approval will not be unreasonably withheld. Any portion of the Facility undrawn at the end of the Availability Period or the extension thereof shall be automatically canceled. Before the end of the Availability Period, the Borrower shall not, without the consent of the Lender, cancel all or any part of the undrawn Facility. The Lender's consent shall not be unreasonably withheld.

3.4 The Lender shall not be obliged to make any disbursement under this Agreement unless it has received all the documents set forth in Article 3.1 or 3.2 and has determined after examination that the conditions precedent to the drawdown of the Facility by the Borrower have been satisfied. For those conditions, which have not been satisfied by the Borrower, the Lender may require the remedy by the Borrower within a

specified period. In the event that the Borrower fails to remedy within a reasonable period, the Lender may refuse to make the disbursement.

3.5 Forthwith upon the making by the Lender of the disbursement in accordance with the Irrevocable Notice of Drawdown, the Lender shall be deemed as having completed its disbursement obligation under this Agreement and such disbursement shall become the indebtedness of the Borrower. The Borrower shall repay to the Lender the principal amount drawn and outstanding under the Facility together with any interest accrued thereon in accordance with this Agreement.

3.6 The Lender shall not be under any obligation to make any further Disbursement under the Facility if the aggregate amount of the Disbursements made under this Agreement would exceed the principal amount of the Facility.

3.7 Where there occurs any change of the laws or government policies in the country of the Lender, which makes it impossible for the Lender to perform its obligations under this Agreement, the Lender may, by written notice to the Borrower, terminate the disbursement of the Facility, and/or declare all the principal and accrued interest and all other sums payable hereunder to be due and payable within fifteen(15) days by the Borrower without further demand, notice or other legal formality of any kind.

ARTICLE 4 REPAYMENT OF PRINCIPAL AND PAYMENT OF INTEREST

4.1 The Borrower is obligated to repay to the Lender all the principal amount drawn and outstanding under the Facility, all the interest accrued thereon and such other amount payable by the Borrower in accordance with the terms and conditions of this Agreement. Without the written consent of the Lender, the Maturity Period shall not be extended.

4.2 The Borrower shall pay interest on the principal amount drawn and outstanding under this Agreement at the rate set forth in Article 2.2. The interest shall be calculated on the basis of the actual number of days elapsed and a 360 day year, including the first day of the Interest Period during which it accrues but excluding the last, and shall be paid in arrears on each Interest Payment Date. If any payment to be made by the Borrower hereunder falls due on any day, which is not a Banking Day, such payment shall be made on the immediately preceding Banking Day.

4.3 All the principal amount drawn under this Agreement shall be repaid to the Lender by 30 equal installments on each Repayment Date of Principal and Interest within the Repayment Period and the Final Repayment Date in accordance with the Repayment Schedule as Appendix 10 sent by the Lender to the Borrower after the expiration of the Availability Period.

4.4 Any payments or repayments made by the Borrower under this Agreement shall be remitted to the following account or any other account from time to time designated by the Lender on the Repayment Date of Principal and Interest of each year:

Information for US Dollar Account:
Payee: The Export-Import Bank of China
Opening Bank: Bank of China New York Branch
Account No.: 01003130

4.5 The Lender shall open and maintain on its book a lending account for the Borrower entitled "The Government of the Republic of Serbia Account on the construction of the Zemun-Borca Bridge with the accompanying roads" (hereinafter referred to as the "**Borrower's Account**") to record the amount owing or repaid or paid by the Borrower. The amount of the Facility recorded as drawn and outstanding in the Borrower's Account shall be the prima facie evidence of the Borrower's indebtedness owed to the Lender and shall be binding on the Borrower.

4.6 Both the Borrower and the Lender shall keep accurate book records of any disbursement under the Facility and repayment of principal and interest under this Agreement and shall verify such records once a year.

4.7 The Borrower may prepay the principal amount drawn and outstanding under the Facility by giving the Lender a 30 days' prior written notice, and such prepayment shall be subject to the consent of the Lender. The Lender's consent shall not be unreasonably withheld. At the time of prepayment, the Borrower shall also pay to the Lender all interest accrued on the prepaid principal in accordance with Article 4.2 up to the date of prepayment. Any prepayment made pursuant to this Article shall reduce the amount of the repayment installments in inverse order of maturity.

4.8 At the time of prepayment which is made in accordance with the above provisions, the Borrower shall pay an indemnity to the Lender for such prepayment at the rate of one point eight percent (1.8%) per annum accrued on the prepaid principal from and including the date of prepayment up to and including the repayment date of such prepaid amount, which shall be calculated on the basis of actual number of days elapsed and a 360 day year, and shall accrue on a daily basis.

ARTICLE 5 REPRESENTATIONS AND WARRANTIES BY THE BORROWER

The Borrower hereby represents and warrants to the Lender as follows:

5.1 The Borrower is the government of Republic of Serbia and has full power, authority and legal rights to borrow the Facility on the terms and conditions hereunder.

5.2 The Borrower has completed all the authorizations, acts and procedures as required by the laws of the Borrower's Country in order for this Agreement to constitute valid and legally binding obligations of the Borrower in accordance with its terms, including obtaining all the approvals and authorizations from relevant authorities of the Borrower's Country, and effecting all the registrations or filings as required by the laws of the Borrower's Country, and such approvals, authorizations, registrations and filings are in full force and effect.

5.3 As from the date on which this Agreement becomes effective, this Agreement constitutes legal, valid and binding obligation of the Borrower.

5.4 The Borrower is not in default under any law or agreement applicable to it, the consequence of which default could materially and adversely affect its ability to perform its obligations under this Agreement and no Event of Default has occurred under this Agreement.

5.5 The signing of this Agreement by the Borrower constitutes, and the Borrower's performance of its obligations under this Agreement will constitute commercial acts. Neither the Borrower nor any of its assets is entitled to any right of immunity on the grounds of sovereign or otherwise from arbitration, suit, execution or any other legal process with respect to its obligations under this Agreement, as the case may be, in any jurisdiction.

5.6 All information supplied to the Lender by the Borrower is true and accurate in all material respects.

The Borrower represents and warrants to the Lender that the foregoing representations and warranties will be true and accurate throughout the Maturity Period with reference to the facts and circumstances subsisting from time to time. The Borrower acknowledges that the Lender has entered into this Agreement in reliance upon the representations and warranties contained in this Article.

ARTICLE 6 SPECIAL COVENANTS

6.1 The Borrower hereby covenants to the Lender that the obligations and liabilities of the Borrower under this Agreement are direct, unconditional and general obligations and rank and will rank at least pari passu in right of payment and security with all other present or future unsecured and unsubordinated indebtedness (both actual and contingent) of the Borrower. Any preference or priority granted by the Borrower to such indebtedness shall be forthwith applicable to this Agreement without prior request from the Lender.

6.2 The Borrower undertakes with the Lender that it will ensure that all amounts disbursed under this Agreement be used for the purposes specified in Article 2.4 and Article 2.5 and that it will pay the interest and any other payable amounts hereunder and repay the principal to the Lender in accordance with the terms and conditions hereunder. The performance by the Borrower of all its obligations under this Agreement shall be unconditional under all circumstances.

6.3 All payments by the Borrower under this Agreement shall be paid in full to the Lender without set-off or counterclaim or retention and free and clear of and without any deduction or withholding for or on account of any taxes or any charges. In the event the Borrower is required by law to make any such deduction or withholding from any payment hereunder, then the Borrower shall forthwith pay to the Lender such additional amount as will result in the immediate receipt by the Lender of the full amount which would have been received hereunder had no such deduction or withholding been made.

6.4 The Borrower hereby covenants to the Lender that it will take immediate steps and fulfill all the conditions necessary to maintain in full force and effect all approvals, authorizations, registrations and filings specified in Article 5.2.

6.5 The Borrower shall submit to the Lender the following documents and hereby covenants to the Lender that the information contained in such documents is true and accurate:

(1) The Borrower shall submit to the Lender semi-annually during the Maturity Period reports on the actual progress and operation status of the Project and the utilization of the disbursed Facility proceeds.

(2) The Borrower shall supply to the Lender any other information pertaining to the performance of this Agreement at any time reasonably requested by the Lender.

6.6 The Lender shall be entitled to examine and supervise the utilization of the proceeds of the Facility and the performance of this Agreement. The Borrower shall facilitate the aforesaid examination and supervision of the Lender, including without limitation cause the relevant authority to issue the long-term multiple entry visa of (Borrower's country) to loan officer of the Lender.

6.7 During the Maturity Period, the Borrower shall inform in writing the Lender within 30 days from the date on which the following events occur:

(1) any material decision, change, accident and other significant facts pertaining to the Project or the Borrower;

(2) any change of the authorized persons and the specimen of their signatures involved in the drawdown of the Facility under this Agreement;

(3) any change of the communication address of the Borrower specified in Article 8.7;

(4) the occurrence of any Event of Default specified in Article 7;

(5) any significant amendment or supplement to the Commercial Contract;

6.8 The Borrower undertakes with the Lender that so long as any sum remains outstanding under this Agreement, the Borrower will not engage in the activities, which, in the reasonable opinion of the Lender, will materially and adversely affect the performance of the Borrower's obligations under this Agreement.

6.9 The Borrower hereby represents, warrants and undertakes that its obligations and liabilities under this Agreement are independent and separate from those stated in agreements with other creditors (whether official creditors, Paris Club creditors or other creditors), and the Borrower shall not seek from the Lender any kind of comparable terms and conditions which are stated or might be stated in agreements with other creditors.

ARTICLE 7 EVENTS OF DEFAULT

7.1 Each of the following events and circumstances shall be an Event of Default:

(1) The Borrower, for any reason, fails to pay any due and payable principal, interest, Commitment Fee, Management Fee or other sums, if any, in accordance with the provisions hereof;

(2) Any representation and warranty made by the Borrower in Article 5, Article 6 or other Articles of this Agreement, or any certificate, document and material submitted and delivered by the Borrower pursuant to this Agreement proves to have been untrue or incorrect in any material respect;

(3) The Borrower fails to punctually perform any of its other obligations under this Agreement or is in breach of any of its covenants and undertakings made under this Agreement, and does not remedy such breach to the satisfaction of the Lender within 30 days after receipt of written notice from the Lender requiring it to do so;

(4) Any other event, which constitutes a default of the Borrower, occurs in respect of any other agreement involving the borrowing of money or any guarantee between the Borrower and any other banks or financial institutions;

(5) Significant changes have occurred with respect to the Project or the Borrower, either of which, in the reasonable opinion of the Lender, may have material adverse effect on the ability of the Borrower to perform its obligations under this Agreement;

(6) The Borrower stops or suspends repayment to its creditors generally;

7.2 Upon the occurrence of any of the aforesaid Event of Default, the Lender may, by written notice to the Borrower, terminate the disbursement of the Facility, and/or declare all the principal and accrued interest and all other sums payable hereunder to be immediately due and payable by the Borrower without further demand, notice or other legal formality of any kind.

7.3 Where there occurs any change of the laws or government policies in the country of the Borrower, which makes it impossible for the Borrower to perform its obligations under this Agreement, the Lender may, by written notice to the Borrower, terminate the disbursement of the Facility, and/or declare all the principal and accrued interest and all other sums payable hereunder to be immediately due and payable by the Borrower without further demand, notice or other legal formality of any kind.

ARTICLE 8 MISCELLANEOUS

8.1 The Borrower hereby irrevocably waives any immunity on the grounds of sovereign or otherwise for itself or its property in connection with any arbitration proceeding pursuant to Article 8.5 hereof or with the enforcement of any arbitral award pursuant thereto.

8.2 Without prior written consent of the Lender, the Borrower may not assign or transfer all or any part of its rights or obligations hereunder in any form to any third party. The Lender is entitled to assign or transfer all or any part of its rights, interests and obligations hereunder to a third party with notice to the Borrower. The Borrower shall sign all such documents and do necessary acts and things as the Lender may reasonably require for the purpose of perfecting and completing any such assignment and transfer, provided that any costs incurred by the Borrower in connection therewith shall be borne by the Lender.

8.3 This Agreement is legally independent of the relevant Commercial Contract. Any claims or disputes arising out of the Commercial Contract shall not affect the obligations of the Borrower under this Agreement.

8.4 This Agreement as well as the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of China.

8.5 Any dispute arising out of or in connection with this Agreement shall be resolved through friendly consultation. If no settlement can be reached through such consultation, each party shall have the right to submit such dispute to the China International Economic and Trade Arbitration Commission (CIETAC) for arbitration. The arbitration shall be conducted in accordance with the CIETAC's arbitration rules in effect at the time

of applying for arbitration. The arbitral award shall be final and binding upon both parties. The arbitration shall take place in Beijing.

8.6 The Borrower hereby irrevocably designates Embassy of the Republic of Serbia in China with its address at San Li Tun Dong 6 Jie 1, Beijing, China as its authorized agent to receive and acknowledge on its behalf service of any notice, writ, summons, order, judgment or other legal documents in China. If for any reason the agent named above (or its successor) no longer serves as agent of the Borrower to receive legal documents as aforesaid, the Borrower shall promptly designate a successor agent satisfactory to the Lender. The Borrower hereby agrees that, any such legal documents shall be sufficiently served on it if delivered to the agent for service at its address for the time being in Beijing, whether or not such agent gives notice thereof to the Borrower.

8.7 All notices or other documents in connection with this Agreement shall be in writing and shall be delivered or sent either personally or by post or facsimile to the following respective address or facsimile number of both parties; in the event that the following address or facsimile number of any party hereunder has changed, such party shall immediately inform the other party in the way set out in this Agreement:

To the Lender: Concessional Loan Dept.
The Export-Import Bank of China
No. 30, Fu Xing Men Nei Street,
Xicheng District, Beijing, 100031
People's Republic of China
Fax No.: +86-10-66066308
Telephone: +86-10-83578508
Contact Person: Gao Jie

To the Borrower: The Government of the Republic of Serbia,
Ministry of Finance
Public Debt Administration, Pop Lukina 7-9, 11000 Belgrade
Fax No.: +381-11-3202234
Telephone: +381-11-320209
Contact Person: Mr. Branislav Tonicic, Director

Any notice or document so addressed to the relevant party under this Agreement shall be deemed to have been delivered:

- (1) if sent by personal delivery: at the time of delivery;
- (2) if sent by post: 15 days after posting (excluding Saturdays, Sundays and statutory holidays);
- (3) if sent by facsimile, when the notice or document is dispatched by fax machine.

8.8 This Agreement shall be signed in the English language. The notes and other written documents delivered between the Borrower and the Lender under this Agreement shall all be written in English.

8.9 Unless otherwise provided, no failure or delay by the Lender in exercising any of its rights, power or privilege under this Agreement shall impair such right, power or privilege or operate as a waiver thereof, nor shall any single or partial exercise of any

right, power or privilege preclude any further exercise thereof or the exercise of any other right, power or privilege in accordance with the governing law.

8.10 The appendices to this Agreement shall be deemed as an integral part of this Agreement and have the same legal effect as this Agreement.

8.11 Matters not covered in this Agreement shall be settled through friendly consultation and signing of supplementary agreements between the Borrower and the Lender.

ARTICLE 9 CONDITIONS TO EFFECTIVENESS

9.1 This Agreement shall become effective upon the satisfaction of the following conditions:

(1) This Agreement has been duly signed by the Lender and the Borrower;

(2) The Lender has received copies of the approval issued by the relevant authorities of the Borrower's Country approving the borrowing by the Borrower hereunder.

9.2 The effective date of this Agreement shall be the date specified in the Notice of Effectiveness of Loan Agreement sent by the Lender to the Borrower after all the conditions precedent to the effectiveness of this Agreement have been fully satisfied.

9.3 In the event that this Agreement fails to become effective within one year after signing by the parties, the Lender shall have the right to re-evaluate the implementation conditions of the Project and utilization conditions of the Facility to determine whether to continue the performance of this Agreement or not.

9.4 This Agreement shall be made in two counterparts with equal legal effect.

IN WITNESS WHEREOF, the two parties hereto have caused this Agreement to be duly signed on their respective behalf, by their duly authorized representatives, on the date stated at the beginning of this Agreement.

Signed by:_____

**Diana Dragutinovic (Ms.)
Minister of Finance of
the Republic of Serbia**

**on behalf of
The Government of the Republic of Serbia**

Signed by :_____

**Li Ruogu
Chairman and President of
the Export-Import Bank of China**

**on behalf of
The Export-Import Bank of China**

Appendices:

1. Conditions Precedent to the First Drawdown
2. Conditions Precedent to Each Drawdown after the First Drawdown
3. Full Powers
4. Power of Attorney (for Drawdown)
5. Form of Irrevocable Notice of Drawdown
6. Form of Legal Opinion
7. Irrevocable Power of Attorney of Borrower's Process Agent
8. Letter of Confirmation
9. Form of Notice of Effectiveness of Loan Agreement
10. Form of Repayment Schedule

Appendix 1

Conditions Precedent to the First Disbursement

Upon the Borrower's application to the Lender for the making of the first disbursement, the Lender shall not be obliged to make any such disbursement to the Borrower unless the Borrower has fulfilled the following conditions and the Lender has received the following documents to its satisfaction:

- (1) Copies of this Agreement which have been duly signed by all parties thereto respectively and have become effective;
- (2) Certified true copies of the Commercial Contract and other relevant documents in connection therewith acceptable to the Lender which have been duly signed by all parties thereto and have become effective;
- (3) Drawdown schedule submitted by the Borrower which has been recognized and acknowledged by the Lender;
- (4) The authorization of the Borrower, by which the Borrower authorizes one or more representatives to sign this Agreement, Irrevocable Notice of Drawdown and any other documents in relation to this Agreement, and the signature specimen of such authorized representatives.
- (5) If applicable, certified true copies of all filing, registration and record of this Agreement and any other documents with any governmental agency, court, public office or other authority required under the laws and regulations of the Borrower's country to ensure the validity, legality and enforceability of such documents;
- (6) Certified true copies of any and all documents which could evidence that the Management Fee and Commitment Fee payable hereunder have been paid by the Borrower to the Lender in accordance with the provisions of Article 2.6 and Article 2.7;
- (7) An original Irrevocable Notice of Drawdown in the form set out in Appendix 5 attached hereto duly signed by the authorized signatory of the Borrower and affixed with the official stamp of the Borrower and sent by courier or TESTED SWIFT not later than the fifteenth (15th) Banking Day prior to the date on which the drawdown is scheduled to be made; such Irrevocable Notice of Drawdown authorizes the Lender to pay the relevant amount to the account designated by the Borrower, and such drawdown shall be in compliance with the stipulations of the Commercial Contract;
- (8) Legal opinion in the form and substance set forth in Appendix 6 or in the form and substance otherwise approved by the Lender in writing issued by the Ministry of Justice or other governmental institutions with the similar authority of the Borrower's Country in connection with the transactions contemplated hereunder;
- (9) The irrevocable power of attorney to the process agent by the Borrower named in Article 8.6 in the form set forth in Appendix 7 or in the form and substance otherwise approved by the Lender in writing and the written confirmation of acceptance of appointment by such process agent in the form of Appendix 8 or in the form and substance otherwise approved by the Lender in writing;

(10) Such other document(s) or condition(s) relating to the transactions under this Agreement as the Lender may reasonably request.

In the event that the Borrower fails to fulfill the above conditions within one year after the effectiveness of this Agreement, the Lender shall have the right to re-evaluate the implementation conditions of the Project and utilization conditions of the Facility to determine whether to continue the performance of this Agreement or not.

Appendix 2

Conditions Precedent for Each Disbursement after the First Disbursement

For each disbursement after the first disbursement hereunder, the Lender shall not be obliged to make any such disbursement to the Borrower unless all the conditions precedent set out in Appendix 1 attached hereto have been satisfied, the Borrower has fulfilled the following conditions and the Lender has received the following documents to its satisfaction:

- (1) An original Irrevocable Notice of Drawdown in the form set out in Appendix 5 attached hereto duly signed by the authorized signatory of the Borrower and affixed with the official stamp of the Borrower and sent by courier not later than the fifteenth (15th) Banking Day prior to the date on which the drawdown is scheduled to be made; such Irrevocable Notice of Drawdown authorizes the Lender to pay the relevant amount to the account designated by the Borrower, and such drawdown shall be in compliance with the stipulations of the Commercial Contract;
- (2) No Event of Default has occurred (or will likely to occur as a result of the drawdown being made) under this Agreement;
- (3) All representations, warranties, and undertakings made by the Borrower hereunder shall be true and correct as at the date such drawdown is scheduled to be made with reference to the facts and circumstances then subsisting;
- (4) The Borrower has paid the interest due and payable under this Agreement in accordance with Article 4;
- (5) The Borrower has paid the Commitment Fee due and payable under this Agreement in accordance with Article 2.7;
- (6) The Facility hereunder has not been terminated;
- (7) Such other document(s) and condition(s) as the Lender may reasonably request.

Appendix 3

Full Powers

The Minister of Foreign Affairs of the Republic of Serbia _____, authorizes hereby, on behalf of the Government of the Republic of Serbia

to sign, on behalf of the Government of the Republic of Serbia the Preferential Buyer Credit Loan Agreement on the Zemun-Borca Bridge and the Accompanying Roads Project between the Republic of Serbia and the Export-Import Bank of China .

IN WITNESS WHEREOF this Full Powers is granted to _____.

DONE at the Ministry of Foreign Affairs in Belgrade this _____.

Signature: _____

Appendix 4

Power of Attorney (for Drawdown)

I, _____ (Name of Authorized Person), am _____ (Title of the Authorized Person) of _____ (hereinafter referred as the "**Institution**"). I hereby confirm that I have the full legal right and authority to make drawdowns on behalf of the Institution in accordance with the terms and conditions of the Preferential Buyer Credit Loan Agreement on the _____ Project dated _____ (No. _____, hereinafter referred to as the "**Agreement**"). In the event that I am not available when a drawdown is to be made, I confirm that hereby Mr. _____ (hereinafter referred as the "**Authorized Signatory**"), _____ (Title of the Authorized Signatory) of the Institution, is authorized to make the drawdown under the Agreement, to sign the documents and to handle other matters in connection therewith on behalf of the Institution.

Signature: _____

Title: _____

Date: _____

Specimen Signature of the Authorized Signatory:

Name: _____

Title: _____

Appendix 5

**FORM OF IRREVOCABLE NOTICE OF DRAWDOWN
(BY EXPRESS DELIVERY OR TESTED SWIFT)**

From: _____ (the Borrower)

To: The Concessional Loan Department
The Export-Import Bank of China
No. 30, Fuxingmennei Street, Xicheng District, Beijing 100031
People's Republic of China

Serial No: _____

Date: _____

Dear Sir or Madam,

Pursuant to Article 3 of the Preferential Buyer Credit Loan Agreement on the _____ Project dated _____ (No. _____, hereinafter referred to as the "**Agreement**") between _____ (the "**Borrower**") and the Export-Import Bank of China (the "**Lender**"), we hereby instruct and authorize you to make a payment as follows:

Amount: _____ (Currency: US\$)

Word Figure: _____ (Currency: US\$)

_____ (Please fill in "Please pay in _____ (foreign currency)" in case that a drawdown in a foreign currency approved by the Lender is needed)

Payee: _____

Account Bank: _____

Account No.: _____

Date of Payment: _____

This payment is made to the _____ Invoice (Invoice No. _____) under the _____ Contract (Contract No.: _____), and for the payment of _____ (*purpose*).

We hereby authorize you to debit the account mentioned in Article 4.5 of the Agreement with such amount of payment in US\$ in accordance with Article 2.1 of the Agreement.

We hereby confirm that your above-mentioned payment shall be deemed a drawdown made by us under the Agreement and upon your payment pursuant to this Irrevocable Notice of Drawdown, the amount of payment shall forthwith constitute our indebtedness to you accordingly. We shall repay such amount to you together with any interest accrued thereon in accordance with the terms and conditions of the Agreement.

We further confirm that the representations and warranties and covenants made by us in Article 5 and Article 6 of the Agreement remain true and correct as of the date of this Irrevocable Notice of Drawdown, and none of the events referred to in Article 7 of the Agreement has occurred and continuously exists.

Terms not otherwise defined herein shall have the meanings assigned to them in the Agreement.

This notice once given shall be irrevocable.

_____ (Full Name of the Borrower)

_____ (Official Stamp of the Borrower)

(Signature of Authorized Signatory)

Appendix 6

Form of Legal Opinion

To: The Export-Import Bank of China

Date: _____

Dear Sirs,

**Re: The Preferential Buyer Credit Loan Agreement on the _____ Project
(No. _____)**

We are Ministry of Justice of Republic of Serbia, qualified and authorized to issue this legal opinion in connection with the Preferential Buyer Credit Loan Agreement on the construction of the Zemun-Borca Bridge with the accompanying roads Project dated _____(No. _____, the "Loan Agreement") between the Export-Import Bank of China as the lender (the "Lender") and as the borrower (the "Borrower").

For the purposes of this legal opinion, we have examined copies of the following documents:

- (1) the executed Loan Agreement;
- (2) Such laws and regulations and such other documents, certificates, records and instruments as necessary and appropriate to render the opinions hereinafter set forth.

This legal opinion is given on the basis of the laws of the _____ effective as at the date hereof.

Based on the foregoing, we are of the opinion that:

1. The Borrower is an institution duly established and validly existing under the laws of _____, and has power, authority and legal right to assume civil liabilities with its assets.
2. The Borrower has full power, authority and legal right to enter into and perform its obligations under the Loan Agreement and has taken all necessary action to authorize the signing, delivery and performance of the Loan Agreement and _____ of the Borrower has been duly authorized and has the power to sign the Loan Agreement on behalf of the Borrower.
3. The Loan Agreement has been duly signed by the Borrower, and constitutes legal, valid and binding obligations of the Borrower enforceable in accordance with its terms.

4. The signing, delivery and performance of the Loan Agreement by the Borrower do not violate or conflict with or result in a breach of any law or regulation of _____.

5. All authorizations and consents of any authority in _____ required in connection with the signing, delivery and performance of the Loan Agreement by the Borrower have been obtained and are in full force and effect, including making payments in foreign currencies under the Loan Agreement and making the Loan Agreement admissible in evidence in the courts of _____.

6. No registration fee or similar tax is payable in _____ in respect of the Loan Agreement by the Borrower and the Lender except that stamp duty is payable in respect of the Loan Agreement by each of the Borrower and the Lender at the currently applicable rate of _____%, and we are satisfied that all stamp duty payable under the Loan Agreement has been paid in full. No withholding would be made in respect of any payment to be made by the Borrower to the Lender under the Loan Agreement.

7. The signing and performance of the Loan Agreement by the Borrower constitute commercial acts, and the declaration that the Borrower shall not have any right of immunity in connection with any proceedings or any enforcement of an arbitral award or court decision on the grounds of sovereignty or otherwise is valid and irrevocably binding on the Borrower.

8. The payment obligations of the Borrower under the Loan Agreement rank at least pari passu with all its other unsecured and unsubordinated indebtedness except those which are mandatorily preferred by operation of _____ law.

9. The choice of Chinese law as the governing law under the Loan Agreement is a valid choice of law. The submission of any dispute arising out of or in connection with the Loan Agreement by the Borrower to the China International Economic and Trade Arbitration Commission for arbitration under the Loan Agreement does not contravene any law of _____. The appointment by the Borrower of a process agent in China does not violate any provision of any law or regulation of _____.

10. The Lender is not and will not be deemed to be resident, domicile or having an establishment in _____ by reason only of the execution, delivery, performance and/or enforcement of the Loan Agreement.

This legal opinion is strictly limited to the matters stated herein and may be relied upon only by you in respect of the captioned matter. It may not be relied upon for any other purposes and may not be disclosed to any other persons without our consent.

Yours faithfully,

Appendix 7

Irrevocable Power of Attorney

(Appointment of the Borrower's Process Agent)

Date: _____

Dear Sirs:

We refer to the Preferential Buyer Credit Loan Agreement on the _____ Project dated _____ (No. _____, hereinafter referred to as "the Agreement"). We hereby appoint you under the Agreement as our agent for the sole purpose of receiving for us and on our behalf service of any legal documents issued by the China International Economic and Trade Arbitration Commission in respect of any legal action or proceedings arising out of or in connection with the Agreement. We hereby confirm that we shall as soon as possible provide you with a true and correct copy of the Agreement and all relevant related documents. We further hereby confirm that your obligations as our agent are limited to those set out in the paragraphs below and that any other services will only be on our specific request and subject to your agreement. Your obligations are:

(1) Promptly to forward to us (to the extent lawful and possible) by registered post prepaid express airmail addressed as hereafter shown, or by such expeditious means as you may deem appropriate, the original or a copy of any notice of arbitration received by you:

Attention:

Tel:

or to such other address as we may from time to time request in a notice to you sent by registered post prepaid express airmail and marked "For the Attention of the person in charge of Service of Process/ Re: Service of Process";

(2) Perform the duties as Process Agent in accordance with the Agreement.

We should be grateful if you would indicate your acceptance of your appointment by signing the form of acknowledgement contained in the duplicate of this letter and returning the same to us or to such other person as we may identify to you.

Yours faithfully,

Name:

Title:

Appendix 8

Letter of Confirmation

To: (name of the Borrower)

Date: _____

We hereby acknowledge receipt of the letter dated _____ from the _____ (the Borrower), the above is a true copy of which, and agree to our appointment under it to receive on behalf of _____ (the Borrower) service of legal documents issued out of the China International Economic and Trade Arbitration Commission in any legal action or proceedings arising out of or in connection with the Agreement referred to in that letter.

Yours faithfully,

Name:

Title:

Appendix 9

Form of Notice of Effectiveness of Loan Agreement

From: The Export-Import Bank of China
No. 30, Fuxingmennei Street, Xicheng District, Beijing 100031.
People's Republic of China

To: The Republic of Serbia, Ministry of Finance

Date: _____

Dear Sirs,

Pursuant to Article 9 of the Preferential Buyer Credit Loan Agreement on the construction of the Zemun-Borca Bridge with the accompanying roads Project dated _____ (No. _____, hereinafter referred to as "the Agreement") between _____ (the "Borrower") and the Export-Import Bank of China (the "Lender"), we hereby inform you that:

- (a) all the conditions as set out in Article 9.1 of the Agreement have been satisfied;
- (b) The Agreement shall become effective on and from the date hereof.

The Export-Import Bank of China

(Signature of Authorized Signatory)

Appendix 10

Form of Repayment Schedule

Concerning the Preferential Buyer Credit Loan Agreement on the construction of the Zemun-Borca Bridge with the accompanying roads Project dated _____ (No. _____)

Number of Installments	Date Due	Amount in US Dollars
1		
2		
3		
4		
5		
6		
7		
8		
Total		

Note: The amount appeared in this schedule just refer to repayment of the Principal of the Loan under the Preferential Buyer Credit Loan Agreement on the construction of the Zemun-Borca Bridge with the accompanying roads Project dated _____(No. _____), while the interest accrued shall be paid according to the provisions of Article 4 of the aforesaid Agreement.

UGOVOR O ZAJMU ZA KREDIT ZA POVLAŠĆENOG KUPCA

**za Projekat
most Zemun - Borča sa pripadajućim saobraćajnicama**

IZMEĐU

**Vlade Republike Srbije
kao Zajmoprimca**

i

**Kineske Export-Import banke
kao Zajmodavca**

DATUM 14. jul 2010. godine

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OVAJ UGOVOR O ZAJMU ZA KREDIT ZA POVLAŠĆENOG KUPCA

(u daljem tekstu: „Ugovor”) zaključen je dana 14. jula 2010. godine.

Između

Vlade Republike Srbije (u daljem tekstu: „**Zajmoprimac**”), koju predstavlja ministar finansija Diana Dragutinović, u ime i za račun Vlade, kao zastupnika Republike Srbije, sa sedištem na adresi Nemanjina 11, 11000 Beograd, Republika Srbija;

Nadležni organ Zajmoprimca za sprovođenje ovog ugovora je Ministarstvo finansija;

i

KINESKE EXPORT-IMPORT BANKE (u daljem tekstu: „**Zajmodavac**”), sa sedištem u ulici Fuxingmennei br. 30, okrug Xicheng, Peking 100031, Narodna Republika Kina.

IMAJUĆI U VIDU:

(A) Da su 20. avgusta 2009. godine Vlada Republike Srbije i Vlada Narodne Republike Kine potpisale Sporazum o ekonomskoj i tehničkoj saradnji u oblasti infrastrukture (u daljem tekstu: „Sporazum o ekonomskoj i tehničkoj saradnji”) koji je stupio na snagu 25. juna 2010. godine;

(B) Da je Zajmoprimac zatražio od Zajmodavca da odobri kredit u maksimalnom iznosu od dvesta sedamnaest miliona i četiri stotine hiljada američkih dolara (USD 217.400.000,00) za potrebe finansiranja u skladu sa Komercijalnim ugovorom (kao što je definisano u članu 1);

(B) Da su Ministarstvo za Nacionalni investicioni plan Republike Srbije (u daljem tekstu: „Naručilac”) i grad Beograd (u daljem tekstu: „Korisnik”) i China Road and Bridge Corporation (u daljem tekstu: „Izvođač”) u okviru primene Sporazuma o ekonomskoj i tehničkoj saradnji dana 15. aprila 2010. godine zaključili Ugovor o građenju / projektovanje i izvođenje radova na izgradnji mosta Zemun - Borča sa pripadajućim saobraćajnicama (u daljem tekstu: „Komercijalni ugovor”) u svrhu sprovođenja projekta (kao što je definisano u članu 1).

Na osnovu prethodno navedenog Zajmoprimac i Zajmodavac su se sporazumeli o sledećem:

ČLAN 1. DEFINICIJE

Sledeći termini koji se koriste u ovom ugovoru, ukoliko kontekst ne nalaže drugačije, imaju dole navedena značenja:

1.1 „Banka Zajmodavca” znači Kineska Export-Import banka.

1.2 „Ugovor” znači Ugovor o zajmu za kredit za povlašćenog kupca uključujući njegove dodatke, i sve izmene i dopune ovog ugovora i njihove dodatke koji povremeno mogu da budu sačinjeni na osnovu saglasnosti strana u pisanoj formi.

1.3 „Period korišćenja kredita” označava period koji počinje na datum stupanja na snagu ovog ugovora, a završava se na datum koji pada 36 meseci nakon toga, i tokom koga će biti izvršene sve isplate u skladu sa odredbama ovog ugovora.

1.4 „Radni dan banke” označava dan kada su banke u Pekingu otvorene za obavljanje redovnih bankarskih poslova, uključujući subote i nedelje kada su banke otvorene za poslove u skladu sa zahtevima privremenih propisa Kine, izuzev zakonom određenih kineskih nacionalnih proslava i praznika, i subota i nedelja koji nisu obuhvaćeni navedenim propisima, i dan kada su banke u Beogradu otvorene za obavljanje redovnih bankarskih poslova, isključujući subote i nedelje, i državne i druge praznike u skladu sa relevantnim propisima u Republici Srbiji.

1.5 „Kina” označava Narodnu Republiku Kinu.

1.6 „Provizija za nepovućeni deo kredita” označava naknade obračunate i plaćene u skladu sa članom 2.2 i članom 2.7.

1.7 „Komerčijalni ugovor” označava Ugovor o građenju/projektovanje i izvođenje radova na izgradnji mosta Zemun - Borča sa pripadajućim saobraćajnicama sa ciljem realizacije projekta koji su zaključili Ministarstvo za Nacionalni investicioni plan Republike Srbije, grad Beograd i China Road and Bridge Corporation dana 15. aprila 2010. godine u ukupnom iznosu od dvesta pedeset pet miliona američkih dolara (USD 255.000.000,00) u skladu sa Komerčijalnim ugovorom, pri čemu taj iznos ne uključuje porez na dodatu vrednost, poreze i carine.

1.8 „Isplata kredita” označava isplatu iz kreditnih sredstava u skladu s članom 3. ovog ugovora.

1.9 „Neizvršenje obaveza” znači bilo koji događaj ili okolnosti koji se kao takvi navode u članu 7.

1.10 „Kredit” ima značenje utvrđeno u članu 2.1.

1.11 „Datum konačne otplate” označava datum na koji ističe Period dospeća.

1.12 „Datum prve otplate” označava datum prve otplate glavnice i kamate nakon isteka Perioda počka.

1.13 „Period počka” označava period koji počinje na datum stupanja na snagu ovog ugovora, i koji se završava na datum koji pada 36 meseci nakon datuma stupanja na snagu ovog ugovora, tokom koga Zajmoprimac ne plaća Zajmodavcu iznos glavnice, već samo kamatu. Period počka uključuje Period korišćenja kredita.

- 1.14 „Datum plaćanja kamate” označava 21. januar i 21. jul svake kalendarske godine i Datum konačne otplate.
- 1.15 „Neopozivo obaveštenje o povlačenju tranše” označava obaveštenje dato u formi utvrđenoj u Prilogu 5 ovog ugovora.
- 1.16 „Zajam” označava zbirni iznos glavnice koja je povučena a neizmirena po osnovu isplate Kredita.
- 1.17 „Troškovi obrade kredita” označava proviziju koja se obračunava i plaća u skladu s članom 2.2 i članom 2.6.
- 1.18 „Period dospeća” označava period koji počinje na datum stupanja na snagu ovog ugovora, a završava se na datum koji pada po isteku 216 meseci nakon toga, uključujući Period počeka i Period otplate.
- 1.19 „Obaveštenje o stupanju na snagu Ugovora o zajmu” označava pismeno obaveštenje u formi utvrđenoj u Prilogu 9 ovog ugovora, u kome će biti preciziran datum stupanja na snagu ovog ugovora.
- 1.20 „Projekat” označava građenje, projektovanje i izvođenje radova na izgradnji mosta Zemun - Borča sa pripadajućim saobraćajnicama.
- 1.21 „Država Zajmoprimca” označava državu u kojoj se nalazi Zajmoprimac, odnosno Republiku Srbiju.
- 1.22 „Datum otplate glavnice i kamate” označava svaki Datum plaćanja kamate i Datum konačne otplate.
- 1.23 „Period otplate” označava period koji počinje na datum isteka Perioda počeka i koji se završava na Datum konačne otplate.
- 1.24 „Plan otplate” označava dinamiku otplate Zajma, čija je forma utvrđena u Prilogu 10 ovog ugovora.
- 1.25 „Američki dolar”, odnosno „USD” označava trenutnu važeću valutu Sjedinjenih Američkih Država.

ČLAN 2. USLOVI I KORIŠĆENJE KREDITNIH SREDSTAVA

- 2.1 U skladu sa uslovima i odredbama ovog ugovora, Zajmodavac je ovim saglasan da Zajmoprimcu stavi na raspolaganje kreditna sredstva, čiji zbirni iznos ne može biti veći od dvesta sedamnaest miliona i četiri stotine hiljada američkih dolara (USD 217.400.000,00). Zajmodavac ne snosi nikakav devizni rizik usled promene kursa američkog dolara prema bilo kojoj drugoj valuti.
- 2.2 Kamatna stopa koja se primenjuje na ovaj Zajam je tri posto (3%) godišnje. Stopa koja se primenjuje na Troškove obrade kredita iznosi jedan posto (1%). Stopa koja se primenjuje na Proviziju za nepovučeni deo kredita je nula zarez sedamdeset pet posto (0,75%) godišnje.
- 2.3 Period dospeća kreditnih sredstava je 216 meseci, od toga Period počeka 36 meseci, a Period otplate 180 meseci.

2.4 Zajmoprimac će koristiti celokupna sredstva Kredita isključivo za plaćanje približno osamdeset pet posto (85%) od vrednosti Komercijalnog ugovora i sredstva Kredita se ne mogu koristiti za plaćanje troškova poreza, carina i drugih dažbina.

2.5 Roba, tehnologije i usluge koje se nabavljaju iz kreditnih sredstava biće kupljene pretežno od Kine u skladu sa Komercijalnim ugovorom.

2.6 Zajmoprimac će jednokratno platiti Zajmodavcu Troškove obrade kredita, na zbirni iznos Kredita u protivvrednosti od dva miliona sto hiljada i sedamdeset četiri hiljade američkih dolara (USD 2.174.000,00) u roku od trideset (30) dana od stupanja na snagu ovog ugovora, a najkasnije na prvi Datum isplate, pri čemu se ovaj iznos obračunava po stopi utvrđenoj u članu 2.2 i uplaćuje se na račun naveden u članu 4.4.

2.7 Tokom Perioda korišćenja kredita, Zajmoprimac će polugodišnje plaćati Zajmodavcu Proviziju za nepovučeni deo kredita, koja se obračunava po stopi utvrđenoj u članu 2.2 na nepovučeni i neotkazani deo kredita. Provizija na nepovučeni deo kredita se obračunava od i uključujući datum koji pada 30 dana od datuma stupanja na snagu ovog ugovora i obračunava se na osnovu stvarnog broja proteklih dana u godini od 360 dana. Provizija za nepovučeni deo kredita se obračunava dnevno za protekli period i plaća na račun naznačen u članu 4.4, na svaki Datum plaćanja kamate.

ČLAN 3. ISPLATA KREDITA

3.1 Prva isplata podleže ispunjenju preduslova koji se navode u Prilogu 1 ovog ugovora (osim ukoliko Zajmodavac ne odustane pisanim putem od ovih preduslova).

3.2 U vezi sa svakom isplatom koja sledi posle prve isplate, pored ispunjenja uslova navedenih u članu 3.1, takođe podleže ispunjenju uslova utvrđenih u Prilogu 2 ovog ugovora.

3.3 Period korišćenja kredita može biti produžen, pod uslovom da Zajmoprimac podnese Zajmodavcu zahtev za produženje trideset (30) dana pre isteka Perioda korišćenja kredita i da Zajmodavac odobri takav zahtev. Odobrenje Zajmodavca neće se bezrazložno uskratiti. Svaki nepovučeni deo kredita po isteku Perioda korišćenja kredita ili njegovog produžetka biće automatski otkazan. Pre isteka Perioda korišćenja kredita, Zajmoprimac ne sme da, bez saglasnosti Zajmodavca, u potpunosti ili delimično otkáže nepovučeni deo Kredita. Saglasnost Zajmodavca neće se bezrazložno uskratiti.

3.4 Zajmodavac neće biti obavezan da vrši isplate prema ovom ugovoru, osim ukoliko ne dobije sve dokumente navedene u članu 3.1 ili 3.2 i ukoliko je, posle izvršene provere, utvrdio da Zajmoprimac nije ispunio preduslove za povlačenje tranše Kredita. U pogledu uslova koje Zajmoprimac ne ispuni, Zajmodavac može da zahteva od Zajmoprimca da otkloni nedostatke u određenom roku. U slučaju da Zajmoprimac ne uspe da otkloni nedostatke u razumnom roku, Zajmodavac može da odbije da izvrši isplatu.

3.5 Odmah pošto Zajmodavac izvrši isplatu u skladu s Neopozivim obaveštenjem o povlačenju tranše, smatraće se da je Zajmodavac ispunio svoju obavezu isplate prema ovom ugovoru, pa će takva isplata postati zaduženje Zajmoprimca. Zajmoprimac će Zajmodavcu otplatiti iznos glavnice koji je povučen a neizmiren po osnovu Kredita zajedno sa celokupnom obračunatom pripadajućom kamatom u skladu s ovim ugovorom.

3.6 Zajmodavac nije u obavezi da vrši dalju isplatu iz Kredita, ukoliko zbirni iznos isplata izvršenih u skladu s ovim ugovorom, bude veći od iznosa glavnice kredita.

3.7 Ukoliko nastupi bilo koja promena u zakonima ili državnoj politici u zemlji Zajmodavca koja sprečava Zajmodavca da izvršava svoje obaveze po ovom ugovoru, Zajmodavac može, dostavljanjem obaveštenja Zajmoprimcu pisanim putem, da obustavi sredstva Kredita i/ili da proglasi celokupan iznos glavnice i obračunate kamate i sve ostale iznose plative po ovom ugovoru dospelim i plativim od strane Zajmoprimca u roku od petnaest (15) dana bez daljeg zahteva, obaveštenja ili druge pravne formalnosti bilo koje vrste.

ČLAN 4. OTPLATA GLAVNICE I PLAĆANJE KAMATE

4.1 Zajmoprimac je u obavezi da Zajmodavcu otplati celokupan povučeni i neizmireni iznos glavnice Kredita, celokupnu obračunatu pripadajuću kamatu kao i sve obaveze koje Zajmoprimac plaća u skladu sa uslovima ovog ugovora. Produžetak Roka dospeća nije moguć bez pismene saglasnosti Zajmodavca.

4.2 Zajmoprimac će platiti kamatu na iznos glavnice koja je povučena a neizmirena prema ovom ugovoru po stopi utvrđenoj u članu 2.2. Kamata se obračunava na osnovu stvarnog broja proteklih dana u godini od 360 dana, uključujući prvi dan Kamatnog perioda za koji se vrši njen obračun, i isključujući poslednji, i plaća se unazad za protekli period na svaki Datum plaćanja kamate. Ukoliko bilo koje plaćanje koje Zajmoprimac treba da izvrši prema ovom ugovoru dospeva bilo kog dana koji nije Radni dan banaka, to plaćanje će biti izvršeno na dan koji neposredno prethodi Radnom danu banaka.

4.3 Celokupan povučeni iznos glavnice po ovom ugovoru mora da bude otplaćen Zajmodavcu u 30 jednakih rata na svaki Datum otplate glavnice i kamate tokom Perioda otplate i na Datum konačne otplate u skladu sa Planom otplate u Prilogu 10, koji Zajmodavac dostavlja Zajmoprimcu nakon isteka Perioda korišćenja kredita.

4.4 Svaka uplata i otplata koje Zajmoprimac izvrši po ovom ugovoru biće doznačene na sledeći račun, ili drugi račun koji Zajmodavac može povremeno naznačiti, na Datum otplate glavnice i kamate svake godine:

Podaci za račun u američkim dolarima:

Primalac: The Export-Import Bank of China

Akreditovana banka: Bank of China New York Branch

Broj računa: 01003130

4.5 Zajmodavac će otvoriti i voditi u svojoj knjizi račun kredita za Zajmoprimca pod nazivom „Vlada Republike Srbije, račun za izgradnju mosta Zemun - Borča sa pripadajućim saobraćajnicama” (u daljem tekstu: „Račun Zajmoprimca”) radi evidencije iznosa koji Zajmoprimac duguje, otplaćuje ili uplaćuje. Iznos Kredita koji bude evidentiran kao povučen a neizmiren na Računu Zajmoprimca, predstavljaće prima facie dokaz o dugu Zajmoprimca prema Zajmodavcu, i biće obavezujući za Zajmoprimca.

4.6 Zajmoprimac i Zajmodavac će voditi precizne evidencije svake isplate iz Kredita i otplate glavnice i kamate po ovom ugovoru, i verifikovaće pomenute evidencije jednom godišnje.

4.7 Zajmoprimac može da izvrši prevremenu otplatu povučenog i neizmirenog iznosa glavnice Kredita dostavljanjem obaveštenja Zajmodavcu pisanim putem 30 dana unapred, pri čemu je za ovakvu prevremenu otplatu potrebna saglasnost Zajmodavca. Saglasnost Zajmodavca neće se bezrazložno uskratiti. U trenutku prevremene otplate, Zajmoprimac je takođe u obavezi da plati Zajmodavcu svu kamatu na prevremeno otplaćenu glavicu u skladu sa članom 4.2, obračunatu do datuma prevremene otplate. Svaka prevremena otplata, izvršena u skladu sa ovim članom, smanjuje iznos rata otplate po obrnutom redosledu dospeća.

4.8 U trenutku prevremene otplate, koja se vrši u skladu sa gore navedenim odredbama, Zajmoprimac plaća odštetu Zajmodavcu po osnovu ove prevremene otplate po stopi od jedan zarez osam procenata (1,8%) godišnje, koja se obračunava na prevremeno otplaćenu glavicu od i uključujući datum prevremene otplate, do i zaključno sa datumom otplate navedenog prevremeno otplaćenog iznosa, obračunatu dnevno, na osnovu stvarnog broja proteklih dana u godini od 360 dana.

ČLAN 5. IZJAVE I GARANCIJE ZAJMOPRIMCA

Zajmoprimac daje Zajmodavcu sledeće izjave i garancije:

5.1 Zajmoprimac je Vlada Republike Srbije sa punim ovlašćenjem, nadležnošću i zakonskim pravima na zajam u vidu kredita pod uslovima koji se navode u ovom ugovoru.

5.2 Zajmodavac je pribavio sve dozvole i obavio sve radnje i procedure koje se traže prema zakonima Države Zajmoprimca, kako bi obaveze ustanovljene ovim ugovorom bile punovažne i pravno obavezujuće za Zajmoprimca u skladu sa njegovim uslovima, uključujući pribavljanje svih odobrenja i dozvola od relevantnih organa Države Zajmoprimca, kao i obavljanje svih registracija ili podnošenje svih dokumenata nadležnim organima u skladu sa zakonski utvrđenim obavezama u Državi Zajmoprimca, pri čemu su navedena odobrenja, dozvole, registracije i podneta dokumenta u potpunosti na snazi i proizvode pravno dejstvo.

5.3 Od datuma stupanja na snagu ovog ugovora, ovaj ugovor predstavlja obavezu Zajmoprimca koja je zakonita, punovažna i obavezujuća.

5.4 Zajmoprimac nije prekršio obaveze ni po jednom zakonu ili ugovoru koji se na njega primenjuju, što bi moglo materijalno i negativno da se odrazi na njegovu sposobnost izvršenja svojih obaveza po ovom ugovoru, a po ovom ugovoru takođe nije nastupio ni slučaj Neizvršenja obaveza.

5.5 Potpisivanje ovog ugovora od strane Zajmoprimca predstavlja, i izvršenje obaveza od strane Zajmoprimca po ovom ugovoru će predstavljati akte komercijalne prirode. Ni Zajmoprimac, niti bilo koji deo njegove imovine, nemaju pravo na bilo kakav imunitet po osnovu suverenosti ili nekom drugom osnovu od arbitraže, tužbe, izvršenja ili bilo kog drugog sudskog postupka, s obzirom na obaveze Zajmoprimca po ovom ugovoru, u zavisnosti od slučaja, u bilo kojoj jurisdikciji.

5.6 Sve informacije koje Zajmoprimac dostavlja Zajmodavcu su verodostojne i tačne u svakom materijalnom pogledu.

Zajmoprimac izjavljuje i garantuje Zajmodavcu da će prethodno navedene izjave i garancije biti verodostojne i tačne tokom celokupnog Perioda dospeća, s obzirom na povremeno postojeće činjenice i okolnosti. Zajmoprimac potvrđuje da je Zajmodavac zaključio ovaj ugovor oslanjajući se na izjave i garancije sadržane u ovom članu.

ČLAN 6. POSEBNE ODREDBE

6.1 Zajmoprimac garantuje Zajmodavcu da su obaveze i odgovornosti Zajmoprimca po ovom ugovoru direktne, bezuslovne i opšte obaveze koje imaju i koje će imati barem podjednak prioritet u pogledu prava na plaćanje i osiguranje kao i svi ostali sadašnji ili budući neosigurani i nepodređeni dugovi (kako postojeći, tako i potencijalni) Zajmoprimca. Svaka povlastica ili prioritet, koje Zajmoprimac daje ovakvim dugovima, automatski se primenjuju i na ovaj ugovor, bez prethodnog zahteva Zajmodavca.

6.2 Zajmoprimac se obavezuje Zajmodavcu da će obezbediti da svi iznosi koji se isplate prema ovom ugovoru budu korišćeni u svrhe koje se navode u članu 2.4 i 2.5 kao i da će platiti kamatu i sve druge iznose plative po ovom ugovoru i otplatiti Zajmodavcu glavnicu u skladu sa uslovima ovog ugovora. Izvršenje svih obaveza od strane Zajmoprimca prema ovom ugovoru je bezuslovno u svim okolnostima.

6.3 Sva plaćanja Zajmoprimca po ovom ugovoru biće u celosti izvršena u korist Zajmodavca bez bilo kakve kompenzacije ili protivpotraživanja ili zadržavanja i biće slobodna i neopterećena, i bez bilo kakvih odbitaka ili umanjenja po osnovu bilo kojih poreza ili dažbina. Ukoliko se od Zajmoprimca po zakonu zahteva da izvrši bilo koji takav odbitak ili umanjenje bilo kog plaćanja po ovom ugovoru, u tom slučaju Zajmoprimac je u obavezi da bez odlaganja plati Zajmodavcu onaj dodatni iznos, koji je potreban da bi Zajmodavac odmah primio pun iznos, koji bi inače primio po ovom ugovoru da nije bilo navedenog odbitka ili umanjenja.

6.4 Zajmoprimac garantuje Zajmodavcu da će da preduzme hitne korake i ispuni sve uslove koji su neophodni kako bi sva odobrenja, dozvole, registracije i dokumenti podneti nadležnim organima, navedeni u članu 5.2, bili redovno na snazi i proizvodili pravno dejstvo.

6.5 Zajmoprimac će Zajmodavcu podneti sledeća dokumenta i ovim garantuje Zajmodavcu da su podaci sadržani u tim dokumentima istiniti i tačni.

(1) Zajmoprimac će Zajmodavcu svakih šest meseci tokom Perioda dospeća podnositi izveštaje o stvarnom napretku i operativnom statusu projekta i o korišćenju isplaćenih sredstava Kredita.

(2) Zajmoprimac će Zajmodavcu dostaviti i sve druge informacije u vezi sa izvršenjem obaveza po ovom ugovoru u bilo kom trenutku koji Zajmodavac bude opravdano zahtevao.

6.6 Zajmodavac će imati pravo da vrši proveru i nadzor nad korišćenjem sredstava iz Kredita i izvršenjem obaveza po ovom ugovoru. Zajmoprimac je dužan da Zajmodavcu olakša navedenu proveru i nadzor, između ostalog, tako što će da obezbedi da relevantan organ izda dugoročnu vizu za više ulazaka (Države Zajmoprimca) službeniku Zajmodavca za kreditne poslove.

6.7 Tokom Perioda dospeća, Zajmoprimac je u obavezi da pisanim putem obavesti Zajmodavca u roku od 30 dana od datuma nastupanja sledećih događaja:

(1) bilo koje materijalno značajne odluke, promene, nesrećnog slučaja i drugih značajnih činjenica koje se odnose na Projekat ili Zajmoprimca;

(2) bilo koje promene u pogledu ovlašćenih lica i njihovih deponovanih potpisa, uključenih u povlačenje tranši Kredita po ovom ugovoru;

(3) bilo koje promene adrese Zajmoprimca za komunikaciju navedene u članu 8.7;

(4) bilo kog Neizvršenja obaveza navedenog u članu 7;

(5) svake značajne izmene ili dopune Komercijalnog ugovora;

6.8 Zajmoprimac preuzima obavezu prema Zajmodavcu da se, sve dok je bilo koji iznos po ovom ugovoru neizmiren, neće angažovati u aktivnostima, koje, po razumnom mišljenju Zajmodavca, mogu materijalno i negativno da utiču na izvršenje obaveza Zajmoprimca po ovom ugovoru.

6.9 Zajmoprimac izjavljuje, garantuje i saglasan je da su njegove obaveze i odgovornost po ovom ugovoru nezavisne i odvojene od onih koje su navedene u ugovorima sa ostalim poveriocima (međunarodnim organizacijama/državnim agencijama, Pariskim klubom poverilaca ili drugim poveriocima), i da Zajmoprimac neće tražiti od Zajmodavca bilo koju vrstu uporedivih uslova koji su utvrđeni, ili mogu da budu utvrđeni u ugovorima sa ostalim poveriocima.

ČLAN 7. NEIZVRŠENJE OBAVEZA

7.1 Za Neizvršenje obaveza smatra se bilo koji od sledećih događaja i okolnosti:

(1) Ukoliko Zajmoprimac, iz bilo kog razloga, ne izvrši plaćanje bilo kog dospelog i plativog iznosa glavnice, kamate, Provizije za nepovućeni deo kredita, Troškova obrade kredita, ili drugih iznosa, ukoliko ih ima, u skladu sa odredbama ovog ugovora;

(2) Ukoliko se dokaže neistinitost ili netačnost u bilo kom materijalnom pogledu bilo koje izjave i garancije, koje je dao Zajmoprimac u čl. 5. i 6. ili ostalim članovima ovog ugovora, ili bilo koje potvrde, dokumenta i materijala podnetog ili dostavljenog od strane Zajmoprimca shodno ovom ugovoru;

(3) Ukoliko Zajmoprimac ne izvrši na vreme bilo koju od ostalih svojih obaveza po ovom ugovoru, ili prekrši bilo koju svoju garanciju i obavezu preuzetu po ovom ugovoru, i ne otkloni navedeno kršenje na način koji je prihvatljiv za Zajmodavca u roku od 30 dana od prijema obaveštenja Zajmodavca pisanim putem sa takvim zahtevom prema Zajmoprimcu;

(4) Ukoliko nastupi bilo koji drugi događaj koji predstavlja neizvršenje obaveze Zajmoprimca u pogledu bilo kog drugog ugovora koji uključuje novčane zajmove ili bilo koju datu garanciju između Zajmoprimca i bilo koje druge banke ili finansijske institucije;

(5) U slučaju nastupanja značajnih promena u vezi sa Projektom ili Zajmoprimcem, pri čemu svaki od ovih slučajeva, prema razumnom mišljenju Zajmodavca, može da ima materijalno negativno dejstvo na sposobnost Zajmoprimca za izvršenje svojih obaveza po ovom ugovoru;

(6) Ukoliko Zajmoprimac generalno prestane ili obustavi da vrši otplate svojim poveriocima.

7.2 Po nastupanju bilo kog od gore navedenih slučajeva Neizvršenja obaveza, Zajmodavac može, dostavljanjem obaveštenja Zajmoprimcu pisanim putem, da obustavi isplatu sredstava Kredita, i/ili da proglasi celokupan iznos glavnice i obračunate kamate i sve ostale iznose platave po ovom ugovoru odmah dospelim i plativim od strane Zajmoprimca bez daljeg zahteva, obaveštenja ili druge pravne formalnosti bilo koje vrste.

7.3 Ukoliko nastupi bilo koja promena u zakonima ili državnoj politici u zemlji Zajmoprimca, koja sprečava Zajmoprimca, da izvršava svoje obaveze po ovom ugovoru, Zajmodavac može, dostavljanjem obaveštenja Zajmoprimcu pisanim putem, da obustavi isplatu sredstava Kredita, i/ili da proglasi celokupan iznos glavnice i obračunate kamate i sve ostale iznose platave po ovom Ugovoru odmah dospelim i plativim od strane Zajmoprimca bez daljeg zahteva, obaveštenja ili druge pravne formalnosti bilo koje vrste.

ČLAN 8. OSTALE ODREDBE

8.1 Zajmoprimac se ovim ugovorom neopozivo odriče svakog imuniteta po osnovu suverenosti ili bilo kom drugom osnovu za sebe ili svoju imovinu u vezi sa bilo kojim arbitražnim postupkom shodno članu 8.5 ovog ugovora, ili u vezi sa izvršenjem bilo koje odluke arbitraže shodno tome.

8.2 Bez prethodne pisane saglasnosti Zajmodavca, Zajmoprimac ne sme da vrši ustupanje ili prenos, u celini ili delimično, svojih prava ili obaveza po ovom ugovoru trećim licima, u bilo kojoj formi. Zajmodavac ima pravo na ustupanje ili prenos, u celini ili delimično, svojih prava, interesa i obaveza po ovom ugovoru trećem licu, uz dostavljanje obaveštenja Zajmoprimcu. Zajmoprimac je dužan da potpiše sve takve dokumente i da preduzme neophodne radnje i mere, koje Zajmodavac može razumno da zahteva, u cilju što bolje realizacije i završetka svakog navedenog ustupanja i prenosa, pod uslovom da svi troškovi koje po tom osnovu podnese Zajmoprimac idu na teret Zajmodavca.

8.3 Ovaj ugovor je u pravnom smislu nezavisan od relevantnog Komercijalnog ugovora. Svi zahtevi i sporovi koji proisteknu iz Komercijalnog ugovora neće uticati na obaveze Zajmoprimca po ovom ugovoru.

8.4 Ovaj ugovor, kao i prava i obaveze strana po ovom ugovoru, regulisani su i tumače se u skladu sa zakonima Kine.

8.5 Svi sporovi, koji proisteknu iz ili u vezi sa ovim ugovorom, biće rešavani kroz prijateljske konsultacije. Ukoliko regulisanje spora kroz prijateljske konsultacije nije moguće, svaka od strana ima pravo da spor preda na rešavanje Kineskoj komisiji za međunarodnu privrednu i trgovinsku arbitražu (CIETAC). Arbitražni postupak biće vođen u skladu sa pravilima arbitraže CIETAC-a koja važe u momentu podnošenja zahteva za arbitražom. Odluka arbitraže biće konačna i obavezujuća za obe strane. Mesto arbitraže je Peking.

8.6 Zajmoprimac neopozivo imenuje Ambasadu Republike Srbije u Kini koja se nalazi na adresi San Li Tun Dong 6 Jie 1, Peking, Kina, za svog ovlašćenog zastupnika za prijem i potvrdu u njegovo ime svih dostavljenih obaveštenja, sudskih naloga, sudskih

poziva, rešenja, presuda ili drugih sudskih dokumenata u Kini. Ukoliko gore navedeni zastupnik (ili njegov pravni sledbenik) iz bilo kog razloga više ne bude zastupnik Zajmoprimca za prijem sudskih dokumenata, kao što je prethodno navedeno, Zajmoprimac će bez odlaganja da imenuje novog zastupnika, koji je prihvatljiv za Zajmodavca. Zajmoprimac je saglasan da će biti smatrano da su mu svi navedeni sudski dokumenti uručeni na odgovarajući način, ukoliko su dostavljeni na adresu zastupnika za njihov prijem na kojoj boravi u Pekingu, bilo da navedeni zastupnik o tome obaveštava Zajmoprimca ili ne.

8.7 Sva obaveštenja i ostali dokumenti u vezi sa ovim ugovorom biće sačinjeni u pisanoj formi i uručeni ili dostavljeni lično ili poštom ili faksom na dole navedenu odgovarajuću adresu ili broj faksa obe strane; u slučaju promene dole navedene adrese ili broja faksa bilo koje od strana po ovom ugovoru, ta strana je u obavezi da smesta obavesti drugu stranu na način utvrđen ovim Ugovorom:

Adresa Zajmodavca:	Concessional Loan Dept. The Export-Import Bank of China No. 30, Fu Xing Men Nei Street, Xicheng District, Beijing, 100031 Narodna Republika Kina Faks: +86-10-66066308 Telefon: +86-10-83578508 Osoba za kontakt: Gao Jie
Adresa Zajmoprimca:	Vlada Republike Srbije Ministarstvo finansija Uprava za javni dug Pop Lukina 7-9, 11000 Beograd Faks: +381113202234 Telefon: +381113202209 Osoba za kontakt: Branislav Tončić, direktor

Sva obaveštenja ili dokumenti koji se upućuju na ovaj način odgovarajućoj strani po ovom ugovoru, biće smatrani dostavljenim:

- (1) ukoliko su lično dostavljeni: u momentu uručenja;
- (2) ukoliko su poslati poštom: 15 dana nakon slanja (ne računajući subote, nedelje i državne praznike);
- (3) ukoliko su poslati faksom, u vreme slanja obaveštenja ili dokumenta faks-aparatom.

8.8 Ovaj ugovor je potpisan na engleskom jeziku. Sva obaveštenja i ostali dokumenti u pisanoj formi, koji se dostavljaju između Zajmoprimca i Zajmodavca po ovom ugovoru, moraju da budu sačinjeni na engleskom.

8.9 Osim ako nije drugačije predviđeno, nikakvo neizvršenje ili kašnjenje od strane Zajmodavca pri korišćenju bilo kojih svojih prava, ovlašćenja ili povlastice po ovom ugovoru ne utiče na navedena prava, ovlašćenje ili povlasticu, niti predstavlja odricanje od istih, kao što ni bilo koji slučaj pojedinačnog ili delimičnog korišćenja bilo kog prava,

ovlašćenja ili povlastice ne predstavlja prepreku za svako dalje korišćenje istih, ili bilo kog drugog prava, ovlašćenja ili povlastice, u skladu sa merodavnim pravom.

8.10 Prilozi ovog ugovora čine sastavni deo ovog ugovora i proizvode podjednako pravno dejstvo kao i ovaj ugovor.

8.11 Pitanja, koja ovaj ugovor ne pokriva, biće rešavana kroz prijateljske konsultacije i potpisivanje dopunskih sporazuma između Zajmoprimca i Zajmodavca.

ČLAN 9. USLOVI ZA STUPANJE UGOVORA NA SNAGU

9.1 Ovaj ugovor stupa na snagu po ispunjenju sledećih uslova:

(1) Ukoliko je ovaj ugovor propisno potpisan od strane Zajmodavca i Zajmoprimca;

(2) Ukoliko je Zajmodavac primio primerke odobrenja koje su izdali nadležni organi u zemlji Zajmoprimca kojim se prihvata zaduženje od strane Zajmoprimca prema ovom ugovoru.

9.2 Datum stupanja na snagu ovog ugovora je datum koji se navodi u Obaveštenju o stupanju na snagu Ugovora o zajmu koji Zajmoprimac dostavlja Zajmodavcu pošto se u potpunosti ispune svi prethodni uslovi za stupanje na snagu ovog ugovora.

9.3 U slučaju da ovaj ugovor ne stupi na snagu u roku od godinu dana pošto ga strane potpišu, Zajmodavac ima pravo da ponovo oceni uslove u vezi sa sprovođenjem projekta i korišćenjem Kredita kako bi odlučio da li da nastavi sa izvršenjem ugovora.

9.4 Ovaj ugovor je sačinjen u dva primerka s jednakim pravnim dejstvom.

POTVRĐUJUĆI GORE NAVEDENO, ovaj ugovor je propisno potpisan u ime ugovornih strana a od strane njihovih ovlašćenih predstavnika, na dan koji je preciziran na početku ovog ugovora.

Diana Dragutinović s.r.

Ministar finansija

Za

Vladu Republike Srbije

Li Ruogu s.r.

Predsednik Banke

Za

Kinesku Export-Import banku

Prilozi:

1. Preduslovi za povlačenje prve tranše kredita
2. Preduslovi za povlačenje svake tranše kredita nakon prve tranše kredita
3. Punomoćje (za potpisivanje)
4. Ovlašćenje (za povlačenje tranše)
5. Obrazac Neopozivog obaveštenja o povlačenju tranše
6. Obrazac Pravnog mišljenja
7. Neopoziva Punomoć za Zastupnika Zajmodavca za prijem sudske dokumentacije
8. Potvrda Zastupnika za prijem sudske dokumentacije
9. Obrazac Obaveštenja o stupanju na snagu Ugovora o zajmu
10. Obrazac Plana otplate

Prilog 1

Preduslovi za povlačenje prve tranše kredita

Nakon što Zajmoprimac podnese zahtev Zajmodavcu za isplatu prve tranše kredita, Zajmodavac neće biti u obavezi da tu isplatu izvrši, ukoliko Zajmoprimac ne ispuni dole navedene preduslove i ne dostavi Zajmodavcu sledeća dokumenta:

- (1) Primerke ovog ugovora, koji su sve ugovorne strane propisno potpisale i koji proizvodi pravno dejstvo;
- (2) Propisno overene kopije Komercijalnog ugovora i drugih relevantnih dokumenata u vezi s njim koji su prihvatljivi za Zajmodavca i koji su propisno potpisani od svih strana i koji proizvode pravno dejstvo;
- (3) Plan povlačenja tranši, podnet od strane Zajmoprimca i potvrđen i prihvaćen od strane Zajmodavca;
- (4) Ovlašćenje Zajmoprimca, kojim Zajmoprimac ovlašćuje jednog ili više predstavnika za potpisivanje ovog ugovora, Neopozivog obaveštenja o povlačenju tranše i svih ostalih dokumenata u vezi sa ovim ugovorom, kao i deponovane potpise navedenih ovlašćenih predstavnika;
- (5) Ukoliko je primenljivo, overene kopije originala svih dokumenata podnetih nadležnim organima, registracija i evidencija ovog ugovora, kao i svih ostalih dokumenata sa bilo kojom državnom agencijom, sudom, javnom ustanovom ili drugim organom, koji se traže prema zakonima i propisima Države Zajmoprimca, radi obezbeđenja punovažnosti, zakonitosti i izvršnosti navedenih dokumenata;
- (6) Propisno overene kopije svih dokumenata koji dokazuju da je Zajmoprimac platio Zajmodavcu naknadu za Troškove obrade kredita i Proviziju za nepovučeni deo kredita u skladu s odredbama člana 2.6 i 2.7 ovog ugovora;
- (7) Original Neopozivog obaveštenja o povlačenju tranše u formi navedenoj u Prilogu 5 ovog ugovora, koji sadrži propisan potpis ovlašćenog potpisnika Zajmoprimca i zvanični pečat Zajmoprimca, dostavljen po kuriru ili ŠIFRIRANIM SWIFT-om najkasnije petnaestog (15) Radnog dana banke pre datuma planiranog za povlačenje tranše; ovakvim Neopozivim obaveštenjem o povlačenju tranše Zajmodavac se ovlašćuje da uplati relevantan iznos na račun koji odredi Zajmoprimac, a navedeno povlačenje tranše mora da bude izvršeno u skladu sa odredbama Komercijalnog ugovora;
- (8) Pravno mišljenje čija su forma i sadržaj utvrđeni u Prilogu 6 ovog ugovora, ili u formi koju je pismeno odobrio Zajmodavac, a sačinilo Ministarstvo pravde ili druga državna institucija sa sličnim ovlašćenjima u Državi Zajmoprimca u vezi sa transakcijama koje se predviđaju ovim ugovorom.
- (9) Neopozivo ovlašćenje koje Zajmoprimac izdaje zastupniku za prijem pismena, kao što je navedeno u članu 8.6, u formi utvrđenoj u Prilogu 7, ili u onoj drugoj formi i sadržini koje Zajmodavac odobri pisanim putem, i potvrda navedenog zastupnika u pisanom obliku o prihvatanju imenovanja u formi iz Priloga 8, ili u onoj drugoj formi i sadržini koju pisanim putem odobri Zajmodavac.

(10) Drugi dokument(i) ili uslov(i) u vezi sa transakcijama prema ovom ugovoru koje Zajmodavac može opravdano da zahteva.

U slučaju da Zajmoprimac ne uspe da ispuni gore navedene uslove u roku od godinu dana od stupanja na snagu ovog ugovora, Zajmodavac ima pravo da ponovo oceni uslove u vezi sa sprovođenjem projekta i korišćenjem kredita kako bi odlučio da li da nastavi sa izvršenjem ovog ugovora.

Prilog 2

Preduslovi za povlačenje svake tranše kredita nakon prve tranše kredita

U vezi sa svakom isplatom koja sledi posle prve tranše kredita prema ovom ugovoru, Zajmodavac neće biti u obavezi da tu isplatu izvrši, osim ukoliko Zajmoprimac ne ispuní preduslove navedene u Prilogu 1 i pod uslovom da je Zajmoprimac ispunio dole navedene preduslove i da je dostavio Zajmodavcu sledeća dokumenta:

- (1) Original Neopozivog obaveštenja o povlačenju tranše u formi utvrđenoj u Prilogu 5 ovog ugovora i propisno potpisanog od strane ovlašćenog potpisnika Zajmoprimca sa zvaničnim pečatom Zajmoprimca, dostavljenog kurirskom službom ili pomoću ŠIFRIRANOG SWIFT-a najkasnije do petnaestog (15) Radnog dana banke pre planiranog datuma povlačenja; takvo Neopozivo obaveštenje o povlačenju tranše ovlašćuje Zajmodavca da plati relevantni iznos na račun koji naznači Zajmoprimac, a to povlačenje treba da bude u skladu sa odredbama Komercijalnog ugovora;
- (2) Nije nastupio događaj Neizvršenja obaveza (ili postoji mogućnost nastupanja takvog događaja kao posledica isplate koja se vrši) prema ovom ugovoru;
- (3) Sve izjave i garancije koje Zajmoprimac iznosi u ovom dokumentu moraju biti verodostojne i tačne na dan planiranog povlačenja tranše, s obzirom na postojeće činjenice i okolnosti;
- (4) Zajmoprimac je platio kamatu koja je dospela i plativa prema ovom ugovoru u skladu s članom 4;
- (5) Zajmoprimac je platio Proviziju na nepovućeni deo kredita koja je dospela i plativa prema ovom ugovoru u skladu s članom 2.7;
- (6) Kredit prema ovom ugovoru nije otkazan;
- (7) Drugi dokument(i) i uslov(i) koje Zajmodavac može opravdano zahtevati.

Prilog 3

Punomoćje (za potpisivanje)

U ime Vlade Republike Srbije, ministar spoljnih poslova Republike Srbije _____, izdaje ovo punomoćje, kojim se ovlašćuje

da u ime Vlade Republike Srbije, potpiše _____

Sačinjeno u Ministarstvu spoljnih poslova, _____

Potpis: _____

Prilog 4

Ovlašćenje (za povlačenje tranše)

Ja, _____ (ime i prezime Ovlašćenog lica), _____ (funkcija Ovlašćenog lica) u _____ (u daljem tekstu: „Institucija”). Ovim potvrđujem da imam na zakonu zasnovano pravo i ovlašćenje za povlačenje tranši u ime Institucije, u skladu sa uslovima iz Ugovora o zajmu za kredit za povlašćenog kupca za Projekat _____ od (*datum*) _____ (Br. _____, u daljem tekstu „Ugovor”). U slučaju moje sprečenosti da izvršim povlačenje tranše u potrebnom trenutku, ovlašćujem g-dina _____ (u daljem tekstu „Ovlašćeni potpisnik”), _____ (naziv funkcija Ovlašćenog potpisnika) iz ove Institucije, za povlačenje tranše po Ugovoru, potpisivanje dokumenata i obavljanje drugih radnji u vezi sa prethodno navedenim u ime Institucije.

Potpis: _____

Funkcija: _____

Datum: _____

Deponovani potpis Ovlašćenog potpisnika:

Ime i prezime: _____

Funkcija: _____

Prilog 5

**Obrazac Neopozivog obaveštenja o povlačenju tranše
(ekspresnom dostavom ili šifriranim SWIFT-om)**

Pošiljalac: _____ (Zajmoprimac)

Primalac: The Concessional Loan Department
The Export-Import Bank of China
No. 30, Fuxingmennei Street, Xicheng District, Beijing 100031
Narodna Republika Kina

Serijski broj: _____

Datum: _____

Poštovani,

Shodno članu 3. Ugovora o zajmu za kredit za povlašćenog kupca za Projekat _____ od _____ (datum) Br. _____ (u daljem tekstu: „Ugovor”) između _____ (u daljem tekstu: „Zajmoprimca”) i Kineske Export-Import banke (u daljem tekstu: „Zajmodavca”), ovim vam dajemo uputstva i ovlašćujemo vas da izvršite plaćanje kako sledi:

Iznos: _____ (valuta: USD)

Slovima: _____ (valuta: USD)

_____ (navedite „Molimo da platite u _____ (strana valuta)” u slučaju da je potrebno da Zajmodavac odobri određenu stranu valutu)

Primalac: _____

Banka kod koje se vodi račun: _____

Broj računa: _____

Datum plaćanja: _____

Ovo plaćanje se vrši prema _____ Fakturi (faktura broj _____) prema _____ Ugovoru (Ugovor broj: _____), i radi plaćanja _____ (svrha).

Ovim Vas ovlašćujemo da teretite račun koji se navodi u članu 4.5. Ugovora za iznos plaćanja u USD u skladu sa članom 2.1 Ugovora.

Potvrđujemo da će vaša gore navedena uplata biti smatrana za povlačenje tranše sa naše strane prema Ugovoru, i nakon vaše uplate shodno ovom Neopozivom

obaveštenju o povlačenju tranše, momentalno se uspostavlja naše odgovarajuće zaduženje prema vašoj strani shodno iznosu izvršene uplate. Navedeni iznos otplatit ćemo vam zajedno sa svakom obračunatom kamatom na dati iznos u skladu sa odredbama Ugovora.

Takođe potvrđujemo da su naše izjave i garancije i preuzete obaveze iz člana 5. i člana 6. Ugovora i dalje verodostojne i tačne na datum ovog Neopozivog obaveštenja o povlačenju tranše, i da ni jedan događaj iz člana 7. Ugovora nije nastupio, niti je u toku.

Ukoliko u ovom dokumentu nije drugačije definisano, termini imaju značenja koja su im dodeljena u Ugovoru.

Nakon izdavanja, ovo obaveštenje je neopozivo.

(Pun naziv Zajmoprimca)
(Zvanični pečat Zajmoprimca)

(Potpis Ovlašćenog potpisnika)

Prilog 6

Obrazac Pravnog mišljenja

Primalac : Kineska Export-Import banka

Datum: _____

Poštovani,

Predmet: Ugovor o zajmu za kredit za povlašćenog kupca za Projekat _____
(broj _____)

Ministarstvo pravde Republike Srbije, merodavno i ovlašćeno da izda pravno mišljenje u vezi sa Ugovorom o zajmu za kredit za povlašćenog kupca za Projekat most Zemun - Borča sa pripadajućim saobraćajnicama, potpisanog dana _____ (datum) (broj _____, u daljem tekstu: „Ugovor o zajmu za kredit”) između Kineske Export-Import banke, kao zajmodavca („Zajmodavac”) i Vlade Republike Srbije, kao zajmoprimca („Zajmoprimac”).

Za potrebe ovog pravnog mišljenja, izvršili smo pregled kopija sledećih dokumenata:

- (1) Potpisanog Ugovora o zajmu za kredit;
- (2) Onih zakona i propisa i svih ostalih dokumenata, potvrda, evidencija i instrumenata koji su neophodni i prikladni za davanje mišljenja, iznetog u daljem tekstu ovog dokumenta.

Ovo pravno mišljenje je dato na osnovu zakona _____ koji su na snazi na datum ovog dokumenta.

Na osnovu prethodno navedenog, naše mišljenje je sledeće:

1. Zajmoprimac je institucija koja je propisno osnovana i koja zakonito posluje u skladu sa zakonima _____, i koja ima ovlašćenje, odobrenje i zakonsko pravo da za svoje obaveze odgovara svom svojom imovinom.
2. Zajmoprimac ima puno ovlašćenje, odobrenje i zakonsko pravo na zaključenje i izvršenje svojih obaveza prema Ugovoru o zajmu za kredit, i preuzeo je sve neophodne radnje za davanje ovlašćenja za potpisivanje, dostavljanje i realizaciju Ugovora o zajmu za kredit, i _____ Zajmoprimca je propisno opunomoćen i ovlašćen za potpisivanje Ugovora o zajmu za kredit u ime Zajmoprimca.
3. Zajmoprimac je propisno potpisao Ugovor o zajmu za kredit kojim se uspostavlja obaveze koje su za Zajmoprimca zakonite, punovažne i obavezujuće, i izvršne u skladu sa njegovim uslovima.

4. Potpisivanje, dostavljanje i realizacija Ugovora o zajmu za kredit od strane Zajmoprimca ne predstavljaju ni povredu, niti su u suprotnosti sa niti imaju za posledicu kršenje bilo kog zakona ili propisa _____.

5. Sva ovlašćenja i saglasnosti svih organa u _____ koja se traže u vezi sa potpisivanjem, dostavljanjem i realizacijom Ugovora o zajmu za kredit od strane Zajmoprimca su pribavljena i u potpunosti su na snazi i proizvode pravno dejstvo, uključujući vršenje plaćanja u inostranoj valuti prema Ugovoru o zajmu za kredit i prihvatljivost Ugovora o zajmu za kredit kao dokaznog materijala u sudovima _____.

6. Za Ugovor o zajmu za kredit ni Zajmoprimac ni Zajmodavac ne plaćaju naknadu za registraciju ili sličnu taksu u _____, osim administrativne takse koju za Ugovor o zajmu za kredit plaćaju i Zajmoprimac, i Zajmodavac, prema trenutno važećoj stopi od _____%, i uverili smo se da su sve administrativne takse koje se plaćaju po ovom ugovoru o zajmu za kredit u celosti izmirene. Ni jedno plaćanje Zajmoprimca Zajmodavcu po ovom ugovoru o zajmu za kredit neće biti umanjeno.

7. Potpisivanje i realizacija Ugovora o zajmu za kredit od strane Zajmoprimca predstavljaju komercijalne radnje, a izjava da Zajmoprimac neće imati pravo na bilo kakav imunitet u vezi sa bilo kojim sudskim postupcima ili izvršenjem bilo koje arbitražne odluke ili sudske odluke po osnovu suverenosti ili nekom drugom osnovu je punovažna i neopozivo obavezujuća za Zajmoprimca.

8. Obaveze plaćanja Zajmoprimca po Ugovoru o zajmu za kredit su barem podjednako prioritetne kao i svi njegovi ostali neosigurani i nepodređeni dugovi, osim onih koji imaju obavezan prioritet prema _____ zakonu.

9. Opređenje za kinesko pravo kao merodavno za Ugovor o zajmu za kredit je punovažan izbor merodavnog prava. Podnošenje svih sporova koji proisteknu iz Ugovora o zajmu za kredit ili u vezi sa njim od strane Zajmoprimca Kineskoj komisiji za međunarodnu privrednu i trgovinsku arbitražu prema Ugovoru o zajmu za kredit nije u suprotnosti ni sa jednim zakonom _____. Imenovanje zastupnika Zajmoprimca za prijem sudske dokumentacije u Kini ne predstavlja povredu bilo koje odredbe bilo kog zakona ili propisa _____.

10. Zajmodavac nije i neće biti smatran za lice sa boravištem, prebivalištem ili organizacijom u _____ samo za potrebe potpisivanja, dostavljanja, realizacije i/ili izvršenja Ugovora o zajmu za kredit.

Ovo pravno mišljenje je striktno ograničeno na predmet naveden u tekstu ovog dokumenta i vaše oslanjanje na njega je moguće samo u pogledu predmeta na koje se odnosi. Nikakvo oslanjanje na ovo mišljenje za bilo koje druge svrhe nije moguće, kao ni njegovo obelodanjivanje bilo kojim drugim licima bez naše saglasnosti.

S poštovanjem,

Prilog 7

Neopoziva punomoć

(Imenovanje Zastupnika Zajmoprimca za prijem sudske dokumentacije)

Datum: _____

Poštovani:

Obraćamo vam se u vezi sa Ugovorom o zajmu za kredit za povlašćenog kupca za Projekat _____ od (*datum*) _____ (Br. _____, u daljem tekstu „Ugovor”). Ovim Vas imenujemo po Ugovoru za našeg zastupnika, isključivo za potrebe prijema za naš račun i u naše ime svih pismena koje izdaje Kineska komisija za međunarodnu privrednu i trgovinsku arbitražu, u vezi sa bilo kojom tužbom ili postupkom koji proisteknu iz ili u vezi sa ovim ugovorom. Potvrđujemo da ćemo vam u najkraćem roku obezbediti verodostojne i tačne kopije Ugovora i svih relevantnih predmetnih dokumenata. Takođe potvrđujemo da su vaše obaveze, u svojstvu našeg zastupnika, ograničene isključivo na one koje su navedene u donjim stavovima, i da će sve ostale usluge biti neophodne samo na naš konkretan zahtev i u zavisnosti sa vašom saglasnošću. Vaše obaveze su sledeće:

(1) da nam bez odlaganja prosledite (u meri u kojoj je to pravovaljano i moguće) original ili kopiju svakog obaveštenja o arbitraži koje primite ekspresnom avionskom preporučenom poštom sa unapred plaćenom poštarinom, ili na neki drugi ekspeditivan način koji smatrate odgovarajućim, na sledeću adresu:

Prima:

Tel.:

ili na onu drugu adresu koju povremeno budemo zahtevali u obaveštenju koje Vam dostavimo ekspresnom avionskom preporučenom poštom sa unapred plaćenom poštarinom sa oznakom: „N/r: Licu ovlašćenom za prijem pismena/Predmet: Prijem pismena”;

(2) da obavljate dužnosti Zastupnika za prijem pismena u skladu sa Ugovorom.

Molimo vas da potvrdite svoje prihvatanje ovog imenovanja, tako što ćete potpisati obrazac duplikata potvrde uz ovaj dopis i isti vratiti na našu adresu ili licu koje vam mi za to odredimo.

S poštovanjem,

Ime i prezime:

Funkcija:

Prilog 8

Potvrda Zastupnika za prijem sudske dokumentacije

Prima: (Naziv Zajmoprimca)

Datum:

Potvrđujemo prijem vašeg dopisa od (*datum*) _____ od _____ (Zajmoprimac), čija je ovo verna kopija, i saglasni smo sa našim imenovanjem u skladu sa njim za prijem u ime _____ (Zajmoprimac) sudskih dokumenata koje dostavi Kineska komisija za međunarodnu privrednu i trgovinsku arbitražu u bilo kom sudskom procesu ili postupku koji proisteknu iz ili u vezi sa Ugovorom navedenim u pomenutom dopisu.

S poštovanjem,

Ime i prezime:

Funkcija:

Prilog 9

Obrazac Obaveštenja o stupanju na snagu Ugovora o zajmu

Šalje: Kineska Export-Import banka
No. 30, Fuxingmennei Street, Xicheng District, Beijing 100031.
Narodna Republika Kina

Prima: _____ (Zajmoprimac)

Datum: _____

Poštovani,

U skladu sa članom 9. Ugovora o zajmu za kredit za povlašćenog kupca za
Projekat _____ (Br. _____, u daljem tekstu „Ugovor”) od (*datum*)
_____ između _____ („Zajmoprimac”) i Kineske Export-Import
banke („Zajmodavac”), obaveštavamo vas o sledećem:

- (a) Svi uslovi navedeni u članu 9.1 Ugovora su ispunjeni;
- (b) Ugovor stupa na snagu od dana navedenog u ovom dokumentu.

Kineska Export-Import banka

(Potpis ovlašćenog potpisnika)

Prilog 10

Obrazac Plana otplate

zajma za kredit za povlašćenog kupca za Projekat _____ od (*datum*)
_____ (Br. _____)

Broj rata	Datum dospeća	Iznos u USD
1		
2		
3		
4		
5		
6		
7		
8		
Ukupno		

Napomena: Iznos naznačen u ovom planu se odnosi samo na otplatu Glavnice zajma prema Ugovoru o zajmu za kredit za povlašćenog kupca za Projekat _____ od (*datum*) _____ (Br. _____), dok se obračunata kamata plaća u skladu sa odredbama člana 4. navedenog ugovora.

Član 3.

Ovaj zakon stupa na snagu osmog dana od dana objavljivanja u „Službenom glasniku Republike Srbije - Međunarodni ugovori”.